

1. Agenda

Documents:

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[AGENDA-CC-APR-06-23 REG MTG PAK.PDF](#)



**AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
APRIL 6, 2023 AT 5:30 PM**

JOIN MEETING VIA VIDEO CONFERENCE

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You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

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Access Code: 714-104-629

CALL TO ORDER, CALL OF ROLL

Ed Tidwell, Mayor
Paul Prince, Mayor Pro-Tem
Gage Hunt, Council Member
Kevin Sullivan, Council Member

Rob Durbin, Council Member
Chelaine Marion, Council Member
Paul Roberts, Council Member

EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;

- A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071)
- B. Consultation with Legal Counsel regarding the Water Treatment Plant 3 property. (Government Code Section 551.071 and Government Code Section 551.072)
- C. Consultation with Legal Counsel regarding Cause No. D-1-GN-23-001164 in the 455th Travis County District Court, Caelum Capital, LLC, v. City of Lago Vista. (Government Code Section 551.071)
- D. Consultation with Legal Counsel regarding dormant Planned Development Districts (PDD). (Government Code Section 551.071)
- E. Consultation with Legal Counsel discussing the role of individual council members in legislating, governing, and investigating and discussing the rules regarding the same. (Government Code Section 551.071)

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

Reconvene from Executive Session into open session to act as deemed appropriate in City Council's discretion regarding:

- A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071)
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PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

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.

To participate in the citizen comments portion of the meeting, you must submit a completed form. If you are attending the meeting in the City Council Chambers you must complete the form available at that location and provide it to the Mayor prior to the start of the meeting. If you will be participating using the online videoconferencing tool, you must complete the form and submit it by email in accordance with the instructions included within the form. It is found on the City's website at the link below. The Council will reconvene from executive session at or around 6:30 p.m.

[Citizen Participation Registration Form](#)

ITEMS OF COMMUNITY INTEREST

Pursuant to Texas Government Code Section 551.0415, the City Council may report on any of the following items:

- a. Expression 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.

STAFF AND COUNCIL LIAISON REPORTS

- 1. Routine Reports from City staff.
- 2. Routine Reports from City Council Board/Commission/Committee Liaisons.

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.

3. Consider approval of the March 2, 2023, meeting minutes.
4. Consider approval of the March 16, 2023, meeting minutes.
5. Consider approval of the March 23, 2023, special meeting minutes.
6. Consider approval of the March 27, 2023, special joint meeting minutes.
7. Consider approval of a request by Northlake Church to locate three temporary electronic message centers in the Lohman Ford Road right-of-way to publicize their third annual "Lago Egg Drop" to be conducted on April 8, 2023, at the LVHS Football Stadium.
8. Consider approval authorizing the City Manager to purchase a 2022 Chevrolet 5500 heavy haul truck for \$67,400 that was approved in FY-23's Water Services Budget.

PUBLIC HEARING AND POSSIBLE ACTION

9. The Lago Vista City Council will hold a public hearing and consider an Ordinance of the City Council of Lago Vista, Texas amending the existing Planned Development District (PDD) approval applicable to the property located at 1900 American Drive and known as "The Peninsula" regarding the list and description of permitted uses for the "Condominiums Parcels;" and providing for related matters. (Tabled from March 2, 2023 and March 16, 2023) **(APPLICANT HAS WITHDRAWN APPLICATION)**
10. The Lago Vista City Council will hold a public hearing and consider Ordinance 23-04-06-01; an Ordinance of the City Council of Lago Vista, Texas amending Section 1.12, Section 2.15, and Section 4.21 of Chapter 10 of the Lago Vista Code of Ordinances to amend the maximum number of lots that can be included in a preliminary subdivision plat without prior approval of a concept plan, and to clarify what divisions of property are considered lots for the purpose of that requirement.

ACTION ITEMS

11. Discussion, consideration and possible action approving Resolution 23-1994; "A Resolution by the City Council of the City of Lago Vista, Texas, Providing for a Public Hearing and Notice of Intent to Issue Special Assessment Revenue Bonds, Series 2023 (Tessera on Lake Travis Public Improvement District Improvement Area #3 Project) as Required by the City's Home Rule Charter; Providing an Effective Date; and Containing Other Matters Relating to the Subject".
12. Discussion, consideration and possible action regarding an outdoor archery range located at Sunset Park from David Snyder.
13. Discussion, consideration and possible action, including remediation by the City of

Lago Vista, ensuring compliance with an order issued by the Building and Standards Commission regarding the dangerous condition of Lot C1A of Lago Vista Travis Plaza Subdivision, also known as 5603 Lago Vista Way.

14. Discussion, consideration and possible action regarding response to the U.S. Department of Transportation, Federal Aviation Administration, Office of Airport Compliance and Management Analysis letter requesting exemption under 49 U.S.C. Section 47107(s)(3) at Lago Vista Rusty Allen Airport (RYW) concerning residential through the fence (RTTF) activities.
15. Discussion, consideration and possible action regarding Ordinance 23-04-06-02; an Ordinance of the City Council of the City of Lago Vista, Texas, amending the Code of Ordinances by repealing the existing sign regulations in Article 4.800 of Chapter 4, reenacting new sign regulations as Chapter 5, consolidating all building and fire code regulations in Chapter 3, and reserving Article 4.800 of Chapter 4 for future use.
16. Discussion, consideration and possible action approving an emergency expense in the amount of \$54,000 for T.F.R. Enterprises, Inc. to chip and haul away brush collected from Winter Storm Mara.
17. Discussion, consideration and possible action authorizing the City Manager to enter into an agreement with LCRA for the purchase of raw water from Lake Travis.

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 6:00 p.m. on the 30th day of March 2023.

Lucy Aldrich, City Secretary

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

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

AT THIS MEETING AT THE STATED LOCATION, A QUORUM OF THE CITY COUNCIL WILL BE PHYSICALLY PRESENT, AND THIS NOTICE SPECIFIES THE INTENT TO HAVE

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



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Ed Tidwell, Mayor
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Gage Hunt, Council Member
Kevin Sullivan, Council Member

Rob Durbin, Council Member
Chelaine Marion, Council Member
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ACTION ON EXECUTIVE SESSION ITEMS (action and/or vote may be taken on the following agenda items):

PO Box 4727, Lago Vista, TX 78645 • 512.267.1155 • www.lagovistatexas.org

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Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Routine Reports from City staff.

FINANCIAL IMPACT: N/A



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	April 6, 2023
SUBMITTED BY:	Lucy Aldrich, City Secretary
SUBJECT:	Routine Reports from City Council Board/Commission/Committee Liaisons.
FINANCIAL IMPACT:	N/A



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Consider approval of the March 2, 2023, meeting minutes.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
[Minutes 03-02-2023](#)

**OFFICIAL MINUTES OF THE CITY COUNCIL
REGULAR MEETING
THURSDAY, MARCH 2, 2023**

BE IT REMEMBERED that on the 2nd day of March A.D., 2023, the City Council held a regular meeting at 5:30 p.m. in City Council Chambers, and via videoconference, there being present and acting the following:

Ed Tidwell	Mayor	Chelaine Marion	Council Member
Gage Hunt	Council Member	Paul Roberts	Council Member
Kevin Sullivan	Council Member	Paul Prince	Council Member
Rob Durbin	Council Member		

CALL TO ORDER, CALL OF ROLL

Mayor Tidwell called the meeting to order at 5:30 p.m. and announced that Mayor Pro-Tem Prince, and Councilmembers Hunt, Sullivan, and Durbin are present. Councilor Marion is attending the meeting via video conference. Councilor Roberts is not in attendance having an excused absence.

EXECUTIVE SESSION

1. At 5:32 p.m., Council convened into a closed Executive Session pursuant to;
 - A. Consultation with Legal Counsel concerning all regular meeting agenda item requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071).
 - B. Consultation with Legal Counsel discussing the role of individual council members in legislating, governing, and investigating and discussing the rules regarding the same. (Government Code Section 551.071).

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

2. At 6:16 p.m., Council reconvened from Executive Session into open session, and recessed until 6:30 p.m., to act as deemed appropriate in City Council's discretion regarding:
 - A. Consultation with Legal Counsel concerning all regular meeting agenda item requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071).
No action taken.
 - B. Consultation with Legal Counsel discussing the role of individual council members in legislating, governing, and investigating and discussing the rules regarding the same. (Government Code Section 551.071).
No action taken.

PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

Mayor Tidwell led the Pledge of Allegiance and Pledge to Texas Flag.

04:23 – 05:36

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.

Ms. Robyn Burkhart – expressed concerns she has with theft of Turnback signs.

05:38 – 16:35

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.
Thanked the Chamber for putting on Casino Night.
Thanked community for donations related to the Pet Parade event.
- b. Information regarding holiday schedules.
None to report.
- c. Recognition of individuals, i.e., Proclamations.
Lago Vista School District students were recognized for their recent accomplishments in several activities including but not exclusive to dance, golf, baseball, powerlifting, football, FFA, and tennis.
- d. Reminders regarding City Council events.
None to report.
- e. Reminders regarding community events.
Lago Vista School District is hosting Give Back night on Saturday.
La Primavera bike race is this weekend.
Pet Parade is being held this weekend.
Lion's Club will be at the Pet Parade selling hot dogs and cold drinks.
- f. Health and safety announcements.
Advised of potential weather concerns this evening directing attendees of where to go in the event of possible tornadic activity.
Lake Travis remains below normal levels.

Mayor Tidwell announced that Agenda Item #6 would be next on the agenda.

PUBLIC HEARING AND POSSIBLE ACTION (FIRST CONSIDERATION)

16:59 – 31:12

6. The Lago Vista City Council will hold a public hearing and consider Resolution 23-1990; a Resolution of the City Council of Lago Vista, Texas to name the circle on Dawn Drive after Ann Murrow.
Mayor Tidwell opened the public hearing at 6:45 p.m.
City Manager, Tracie Hlavinka gave a brief presentation.
Anna Johndrow spoke in support.
Robyn Burkhart spoke in support.
Cynthia O'Hare spoke in support.
Jane Brunclik spoke in support.
Mayor Tidwell closed the public hearing at 6:58 p.m.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Durbin, City Council voted unanimously to approve Resolution 23-1990 renaming the circle on Dawn Drive, the Ann Murrow 4th of July Circle. Motion carried.

STAFF AND COUNCIL LIAISON REPORTS

32:06 – 32:36

1. Routine Reports from City Staff
No action taken.

32:41 – 41:01

2. Routine Reports from City Council Board/Commission/Committee Liaisons.
City Council agreed to encourage other members of Planning and Zoning to be more forthcoming in making motions.
No action taken.

PRESENTATIONS

41:02 – 1:12:34

3. Presentation by Turnback Canyon Trail Conservancy representatives.
No action taken.

CONSENT AGENDA

1:12:43 – 1:13:40

4. Consider approval of the February 2, 2023, meeting minutes.
5. Consider approval of Resolution 23-1991; A Resolution by the City Council of Lago Vista, Texas authorizing the city manager to enter into an Interlocal Agreement with Purchasing Cooperative of America (PCA).
On a motion by Mayor Pro-Tem Prince, seconded by Councilor Sullivan, City Council voted unanimously to approve the consent agenda. Motion carried.

Mayor Tidwell announced that Agenda Item #12 would be next on the agenda.

ACTION ITEMS

1:14:06 – 1:38:04

12. Discussion, consideration and possible action on Ordinance 23-03-02-05; An Ordinance of the City of Lago Vista, Texas amending Article 1.1800 of Chapter 1 of the Lago Vista Code of Ordinance amending the Ethics Policy.
A motion made by Mayor Pro-Tem Prince, seconded by Councilor Marion was withdrawn prior to City Council action. No action was taken.

Mayor Tidwell announced that Agenda Item #7 would be next on the agenda.

PUBLIC HEARING AND POSSIBLE ACTION (FIRST CONSIDERATION)

1:38:23 – 1:47:47

7. The Lago Vista City Council will hold a public hearing and consider Ordinance 23-03-02-01; an Ordinance amending the existing Planned Development District (PDD) approval applicable to the property located at 1900 American Drive and known as “The Peninsula” regarding the list and description of permitted uses for the “Condominiums Parcels.”

Mayor Tidwell opened the public hearing at 8:06 p.m.

Roy Jambor, Development Services Director gave a brief presentation regarding the written opposition received after the council packets were published that meets the 20% threshold requiring a super majority vote.

Mayor Tidwell announced that the applicant has requested to table this item to a later date and due to not having all council members present for a super majority vote, Mayor Tidwell is recommending tabling the item.

Lynda Aird spoke in opposition.

Mayor Tidwell closed the public hearing at 8:13 p.m.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Sullivan, City Council voted unanimously to table Ordinance 23-03-02-01 to a future meeting when all council members are present. Motion carried.

1:48:05 – 2:10:56

8. The Lago Vista City Council will hold a public hearing and consider Ordinance 23-03-02-02; an Ordinance amending the official zoning map by changing an approximately 0.104-acre portion of Tract A of Lago Vista Estates Section Six adjacent to 7600 Lohman Ford Road, from the TR-1 (“Temporary Restricted”) district to the C-2 (“Commercial, Large Scale”) district, together with the required design approval for a retail center.

Mayor Tidwell opened the public hearing at 8:16 p.m.

Roy Jambor, Development Services Director gave a brief presentation.

The applicant, Mitch Wright, was available to provide additional information and answer questions.

Mr. Stephen Liebel spoke in support.

Mayor Tidwell closed the public hearing at 8:37 p.m.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Sullivan, City Council voted unanimously to approve Ordinance 23-03-02-02 consistent with the recommendation from Planning & Zoning and as shown on page 111 in the packet as potential alternative “A” with the 5 attending sub-bullets. Motion carried.

2:11:11 – 2:16:59

9. The Lago Vista City Council will hold a public hearing and consider Ordinance 23-03-02-03; an Ordinance amending Sections 6.10, 11.60, and 17.05 of Chapter 14 of the Lago Vista Code of Ordinances to create a special exception approval for relief from the setback and size limit requirements related to accessory buildings, eliminating the current conditional use approval required for that same relief; and providing for related matters.

Mayor Tidwell opened the public hearing at 8:39 p.m.

Roy Jambor, Development Services Director gave a brief presentation.

No one signed up to speak.

Mayor Tidwell closed the public hearing at 8:43 p.m.

On a motion by Mayor Pro-Tem, seconded by Councilor Marion, City Council voted unanimously to approve Ordinance 23-03-02-03 with recommended changes including the minor modifications presented at the meeting. Motion carried.

ACTION ITEMS

2:17:03 – 2:37:05

10. Discussion, consideration and possible action regarding a contract with Local Oaks Tree Services to provide the budgeted maintenance and tree care services needed at the Golf Course, with consideration of an annual contract for annual maintenance services.

Stephen Liebel spoke in support.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Sullivan, that was further amended, City Council voted unanimously to approve the contract with Local Oaks Tree Services requesting the work be done in a manner that avoids the danger of oak wilt. Motion carried.

2:37:09 – 3:01:50

11. Discussion, consideration and possible action on Ordinance 23-03-02-04; An Ordinance of the City of Lago Vista, Texas amending Appendix A Fee Schedule of the Code of Ordinances, Article 10.000 Parks and Recreation Fees, Sec 10-200 Golf Course Fees.

On a motion by Council Sullivan, seconded by Mayor Pro-Tem Prince, City Council voted 5 to 1 with Councilor Hunt in opposition to approve Ordinance 23-03-02-04. Motion carried.

3:01:53 – 3:29:11

13. Discussion, consideration and possible action on Resolution 23-1992; a Resolution by the City Council of the City of Lago Vista, Texas authorizing; in addition to City Manager, Tracie Hlavinka and Mayor Ed Tidwell; all City Council members and Mr. Shane Saum to speak on behalf of the City of Lago Vista with House Representatives and Senators as it pertains to the legislative bill concerning Capital Metro Transportation Authority and the Texas Transportation Code and legislation regarding the application process regarding the approval or disapproval deadline for plats and plans.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Sullivan, City Council voted unanimously to approve Resolution 23-1992 amending the top line by striking “all City Council Members”; amending Section 1 reducing the list to City Manager, Mayor and Mr. Shane Saum; and delete Section 3 as written and replace with a new Section 3 authorizing such individuals in Section 2 as they deem necessary to include any or all Council Members in discussions with Legislature on these topics. Motion carried.

ADJOURNMENT

Mayor Tidwell adjourned the meeting at 9:57 p.m.

Signatures on the following page

Respectfully submitted,

Ed Tidwell, Mayor

ATTEST:

Lucy Aldrich, City Secretary

On a motion by Councilor _____, seconded by Councilor _____, the above and foregoing instrument was passed and approved this 6th day of April 2023.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Consider approval of the March 16, 2023, meeting minutes.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
[Minutes 03-16-2023](#)

**OFFICIAL MINUTES OF THE CITY COUNCIL
REGULAR MEETING
THURSDAY, MARCH 16, 2023**

BE IT REMEMBERED that on the 16th day of March A.D., 2023, the City Council held a regular meeting at 5:30 p.m. in City Council Chambers, and via videoconference, there being present and acting the following:

Ed Tidwell	Mayor	Chelaine Marion	Council Member
Gage Hunt	Council Member	Paul Roberts	Council Member
Kevin Sullivan	Council Member	Paul Prince	Council Member
Rob Durbin	Council Member		

CALL TO ORDER, CALL OF ROLL

Mayor Tidwell called the meeting to order at 5:30 p.m. and announced that all council members are present except Councilor Marion who has an excused absence.

EXECUTIVE SESSION

1. At 5:32 p.m., Council convened into a closed Executive Session pursuant to;
 - A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071).
 - B. Update on pending litigation Brittany Henry vs. City of Lago Vista: Civil Action No. 1:21-CV-723-RP; in the United States District Court for the Western District; Austin Division (Government Code Section 551.071).
 - C. Update on pending litigation David Stewart vs. City of Lago Vista: Cause No. D-1-GN-20-007701 in the 459th Judicial District Court; Travis County (Government Code Section 551.071).
 - D. Update on pending litigation Martin Maxwell Brenner vs. City of Lago Vista; Cause No. D-1-GN-22-005699 in the 455th Judicial District Court, Travis County (Government Code Section 551.071).
 - E. Update on pending litigation Robin Reid vs. City of Lago Vista: EEOC Matter 451-2023-00406 (Government Code Section 551.071).
 - F. Consultation with Legal Counsel regarding the City's Petition for Exemption for submission to the U.S. Department of Transportation regarding Rusty Allen Municipal Airport. (Government Code Section 551.071).
 - G. Consultation with Legal Counsel discussing the role of individual council members in legislating, governing, and investigating and discussing the rules regarding the same. (Government Code Section 551.071).

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

2. At 6:33 p.m., Council reconvened from Executive Session into open session, to act as deemed appropriate in City Council's discretion regarding:
 - A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071).
No action taken.
 - B. Update on pending litigation Brittany Henry vs. City of Lago Vista: Civil Action No. 1:21-CV-723-RP; in the United States District Court for the Western District; Austin Division (Government Code Section 551.071).
No action taken.
 - C. Update on pending litigation David Stewart vs. City of Lago Vista: Cause No. D-1-GN-20-007701 in the 459th Judicial District Court; Travis County (Government Code Section 551.071).
No action taken.
 - D. Update on pending litigation Martin Maxwell Brenner vs. City of Lago Vista; Cause No. D-1-GN-22-005699 in the 455th Judicial District Court, Travis County (Government Code Section 551.071).
No action taken.
 - E. Update on pending litigation Robin Reid vs. City of Lago Vista: EEOC Matter 451-2023-00406 (Government Code Section 551.071).
No action taken.
 - F. Consultation with Legal Counsel regarding the City's Petition for Exemption for submission to the U.S. Department of Transportation regarding Rusty Allen Municipal Airport. (Government Code Section 551.071).
No action taken.
 - G. Consultation with Legal Counsel discussing the role of individual council members in legislating, governing, and investigating and discussing the rules regarding the same. (Government Code Section 551.071).
Did not finish discussing and may go back into Executive Session at the end of the meeting.

PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

Mayor Tidwell led the Pledge of Allegiance and Pledge to Texas Flag.

05:37 – 08:47

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.

Ms. Jackie Goodwin – spoke about the placement of banners that are hung on Lohman Ford.

08:59 – 14:27

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.
None
- b. Information regarding holiday schedules.
None
- c. Recognition of individuals, i.e., Proclamations.
Recognized LVISD students for their recent accomplishments.
- d. Reminders regarding City Council events.
None
- e. Reminders regarding community events.
Lion's Club annual golf tournament on May 5, 2023.
Chamber of Commerce Luncheon is March 22, 2023, with guest speaker Bob Rose LCRA Chief Meteorologist.
Provided contact information for those interested in getting involved in the Texas State Legislature.
Official Guide to Northshore Lake Travis has been published and mailed to postal recipients.
Lago Vista Women's Club grant application submission date is March 31st at 5:00 p.m.
Coffee with Veterans is scheduled for March 17 from 8:00 a.m. to 10:00 a.m. at the Hope Center – Guest speaker is Brandon Cook.
The Knights of Columbus / St. Mary's Fish Fry is March 17 from 5:00 p.m. to 7:00 p.m.
Lago Vista's Farmers Market is March 18 from 10:00 a.m. to 2:00 p.m.
Minecraft Game Time at the Library is March 18 from 12:00 p.m. to 1:00 p.m.
Mystery Book Club is scheduled at the Library on March 20 from 10:00 a.m. to 12:00 p.m. and Vista Stitchers meet from 1:00 p.m. to 4:00 p.m.
Bring Your Own Art event is scheduled at the Library on March 21 from 2:00 p.m. to 4:00 p.m.
Lago Fest is scheduled on April 22, 2023.
- f. Health and safety announcements.
Lake Travis remains below normal.
Reviewed drought contingency plans.

Mayor Tidwell announced that Agenda Item #9 was put on the agenda after being tabled on March 2, 2023, calling for all Council Members to be in attendance when considering the agenda item. With Councilor Marion's absence, the item will continue to be tabled to the next regular scheduled City Council Meeting (April 6, 2023).

PUBLIC HEARING AND POSSIBLE ACTION

14:45 – 15:22

- 9. The Lago Vista City Council will hold a public hearing and consider Ordinance 23-03-16-02; an Ordinance of the City Council of Lago Vista, Texas amending the existing Planned Development District (PDD) approval applicable to the property located at 1900 American Drive and known as "The Peninsula" regarding the list and description of permitted uses for the "Condominiums Parcels;" and providing for related matters.
Continuation of tabled action from March 2, 2023, still stands – no action.

Mayor Tidwell announced that Agenda Item #11 would be next on the agenda.

ACTION ITEMS

15:26 – 28:37

11. Discussion, consideration, and possible action regarding Resolution No. 23-1993; A Resolution by the City Council of the City of Lago Vista, Texas, accepting the Fiscal Year 2022 Audit as prepared by Singleton, Clark & Company, PC.
A motion made by Mayor Pro-Tem Prince, seconded by Councilor Roberts, City Council voted unanimously to approve Resolution No. 23-1993. Motion carried.

Mayor Tidwell announced that Agenda Item #1 would be next on the agenda.

STAFF AND COUNCIL LIAISON REPORTS

29:03 – 33:04

1. Routine Reports from City Staff
No action taken.

33:05 – 52:31

2. Routine Reports from City Council Board/Commission/Committee Liaisons.
A consensus of council members agreed for Planning & Zoning Commission to submit questions concerning the consideration and discussion of the requested amendments to Section 1.12 and 2.15 of Chapter 10 during the Planning & Zoning meeting held on March 9, 2023.

PRESENTATIONS

52:39 – 1:00:14

3. Presentation from the Youth Advisory Commission.
No action taken.

1:00:36 – 1:59:10

4. Presentation from Golf Course Architect Jeffrey D. Blume, ASGCA.
Ms. Lois Kruger spoke in support of making improvements to the golf course.
No action taken.

1:59:43 – 2:09:14

5. Presentation from Joel Scott regarding the Water Treatment Plant 3.
No action taken.

CONSENT AGENDA

2:09:37 – 2:11:31

6. Consider approval of the February 16, 2023, meeting minutes.
7. Consider approval of the February 24, 2023, special called meeting minutes.
8. Consider approval of Ordinance 23-03-16-01; an Ordinance by the City Council of the City of Lago Vista, Texas amending Article 1.1800 of Chapter 1 of the Lago Vista Code of Ordinances amending the Ethics Policy.

Councilor Roberts requested that Agenda Item #8 be pulled for separate consideration. On a motion by Mayor Pro-Tem Prince, seconded by Councilor Roberts, City Council voted unanimously to approve the consent agenda items 6 and 7. Motion carried.

2:11:32 – 2:51:50

8. Consider approval of Ordinance 23-03-16-01; an Ordinance by the City Council of the City of Lago Vista, Texas amending Article 1.1800 of Chapter 1 of the Lago Vista Code of Ordinances amending the Ethics Policy.

Councilor Roberts made a motion to adopt Ordinance 23-03-16-01 with amended language applying to 1.1809 but not retro-actively. Councilor Durbin seconded the motion. Motion carried 3 ayes to 2 nays with Councilor Hunt and Councilor Sullivan in opposition and Mayor Pro-Tem Prince abstaining. Councilor Roberts made a motion to reconsider. Mayor Pro-Tem Prince seconded the motion. Motion to reconsider carried unanimously. Councilor Hunt made a motion to approve the language as proposed for the Ethics Policy changes drafted with the exception of section 1.1812, striking the text beginning after the word “baseless” in the first sentence through number four (4), “or, damage a related third party”; reading as follows: “In the event a complaint is received by the City Manager or City Council as applicable that is subsequently found to be baseless, the City Manager or City Council may refer the matter to the appropriate court or prosecutor and (b) the City Manager or City Council...”; and that the adopted amended Ethics Policy be effective immediately. Mayor Pro-Tem Prince seconded the motion. During further discussion, Councilor Hunt amended the motion to include amending the recognized typo changing “Section 1.809” to read “Section 1.1809”. Mayor Pro-Tem Prince seconded the amended motion. City Council voted on the motion as amended 5 ayes to 1 nay with Councilor Sullivan in opposition. Motion carried.

PUBLIC HEARING AND POSSIBLE ACTION

2:52:04 – 3:19:21

10. The Lago Vista City Council will hold a public hearing and consider a conditional use application pursuant to Section 17 of Chapter 14 of the Lago Vista Code of Ordinances to allow for an accessory building that includes more than one-half of the floor area of the principal residence on Lot 1901A of Lago Vista Estates, Section 6, commonly referred to as 7503 White Oak Drive.

Roy Jambor, Development Services Director was available to provide additional information and answer questions.

Mayor Tidwell opened the public hearing at 9:37 p.m.

Ms. Racheal Rich spoke about billable time regarding staff’s time spent on applications.

Mayor Tidwell closed the public hearing at 9:40 p.m.

On a motion by Councilor Hunt, seconded by Mayor Pro-Tem Prince, City Council voted 5 ayes to 1 nay with Councilor Sullivan in opposition to approve the conditional use application as pursuant to Section 17 of Chapter 14 of the Code of Ordinances to allow for the accessory building as described in the agenda meeting the existing requirements (alternate decision A). Motion carried.

ACTION ITEMS

3:19:27 – 3:24:30

12. Discussion, consideration, and possible action regarding Ordinance 23-03-16-03; an Ordinance of the City Council of the City of Lago Vista, Texas pursuant to Vernon’s Texas

Codes Annotated, Local Government Code, Chapter 102, Section 102.007(b) providing for amendments to Ordinance No. 22-09-15-01, for the fiscal year beginning October 1, 2022, and ending September 30, 2023. The Hotel Occupancy fund currently has \$100,000 budgeted for an electronic information sign. A budget amendment is required as the quote is \$115,000. On a motion made by Councilor Durbin, seconded by Councilor Hunt, City Council voted unanimously to approve Ordinance 23-03-16-03. Motion carried.

Mayor Tidwell called for a recess.

Mayor Tidwell reconvened the meeting at 10:05 p.m.

EXECUTIVE SESSION

1. At 10:05 p.m., Council convened into a closed Executive Session pursuant to;

G. Consultation with Legal Counsel discussing the role of individual council members in legislating, governing, and investigating and discussing the rules regarding the same. (Government Code Section 551.071).

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

2. At 10:50 p.m., Council reconvened from Executive Session into open session, to act as deemed appropriate in City Council's discretion regarding:

G. Consultation with Legal Counsel discussing the role of individual council members in legislating, governing, and investigating and discussing the rules regarding the same. (Government Code Section 551.071).

No action taken.

ADJOURNMENT

Mayor Tidwell adjourned the meeting at 10:51 p.m.

Respectfully submitted,

Ed Tidwell, Mayor

ATTEST:

Lucy Aldrich, City Secretary

On a motion by Councilor _____, seconded by Councilor _____, the above and foregoing instrument was passed and approved this 6th day of April 2023.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Consider approval of the March 23, 2023, special meeting minutes.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
[Minutes 03-23-2023](#)

**OFFICIAL MINUTES OF THE CITY COUNCIL
SPECIAL CALLED MEETING
THURSDAY, MARCH 23, 2023**

BE IT REMEMBERED that on the 23rd day of March A.D., 2023, the City Council held a special called meeting at 6:30 p.m. in City Council Chambers, and via videoconference, there being present and acting the following:

Ed Tidwell	Mayor	Chelaine Marion	Council Member
Gage Hunt	Council Member	Paul Roberts	Council Member
Kevin Sullivan	Council Member	Paul Prince	Council Member
Rob Durbin	Council Member		

CALL TO ORDER, CALL OF ROLL

Mayor Tidwell called the meeting to order at 6:30 p.m. and announced that all council members are present.

Mayor Tidwell announced that the City Council, pursuant to Texas Open Meetings Act, would convene into executive session at 6:30 p.m. to consider this agenda item. City Council is allowed to receive advice from legal counsel and to discuss matters involving land acquisition, litigation and/or personnel as listed on the agenda.

Mayor Tidwell reconvened into open session at 7:18 p.m. City Council took no action on the discussion with legal counsel on terms presented by Turnback Development, LLC for potential inclusion in a proposed development agreement regarding the “Turnback Ranch Planned Development District.”

PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

Mayor Tidwell led the Pledge of Allegiance and Pledge to Texas Flag.

02:29 – 02:54

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.

No one signed up to speak.

DISCUSSION

02:53 – 2:42:55

1. Discussion and consideration of terms presented by Turnback Development, LLC for potential inclusion in a proposed development agreement regarding the “Turnback Ranch Planned Development District.”

Mr. Andy Trietly with Ventana Capital provided a briefing on the proposed terms of the Turnback Ranch Planned Development District. He and Mr. Stefan Pharis, Project Designer, were available to provide additional information and answer questions.

Mayor Tidwell called for citizen comments on the agenda item. The following citizens were not in attendance but sent comments for Mayor Tidwell to read:

Aaron Darling – supports agenda item.

Cynthia Darling – supports agenda item.

Clive Rutherford – supports agenda item.

Imelda Faught – supports agenda item.

Natalie Ayers – expressed concerns with agenda item.

Michael Unbehaun – expressed concerns with agenda item.

Emily Dieckmann – supports agenda item.

The following citizens were participating online or in the audience and were recognized by Mayor Tidwell to provide comments on the agenda item:

Brian Delaney – expressed concerns with agenda item.

Lisa Shaw – expressed concerns with agenda item.

Wayne McCullough – expressed concerns with agenda item.

Laurie Dick signed up to speak but asked for her three minutes to be given to Louise Madigan.

Linda McCullough – expressed concerns with agenda item.

Stephen Liebel – supports agenda item.

Robyn Burkhart – expressed concerns with agenda item.

Stacy Plaske – expressed concerns with agenda item.

Linda Ellis – expressed concerns with agenda item.

Constance Mendez – expressed concerns with agenda item.

Krista Bruno – expressed concerns with agenda item.

Nan Nesmith – expressed concerns with agenda item.

Rhonda Treaster signed up to speak but asked for her three minutes to be given to Rachael Rich.

Chaz Reichert – expressed concerns with agenda item.

Russell Barnes – expressed concerns with agenda item.

Louise Madigan – expressed concerns with agenda item.

Rachael Rich – expressed concerns with agenda item.

No action was taken by City Council on the agenda item.

ADJOURNMENT

Mayor Tidwell adjourned the meeting at 10:09 p.m.

Respectfully submitted,

Ed Tidwell, Mayor

ATTEST:

Lucy Aldrich, City Secretary

On a motion by Councilor _____, seconded by Councilor _____, the above and foregoing instrument was passed and approved this 6th day of April 2023.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Consider approval of the March 27, 2023, special joint meeting minutes.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
[Minutes 03-27-2023](#)

**OFFICIAL MINUTES OF THE CITY COUNCIL AND LAGO VISTA BOARD OF
TRUSTEES JOINT SPECIAL CALLED MEETING
MONDAY, MARCH 27, 2023**

BE IT REMEMBERED that on the 27th day of March, A.D., 2023, the City Council and the Lago Vista Board of Trustees held a Joint Special Called meeting in the Lago Vista High School Performing Arts Center, 5185 Lohman Ford Road, at 6:00 p.m., there being present and acting on the following:

CALL TO ORDER BY SCHOOL BOARD PRESIDENT

President Vincent called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

President Vincent led the pledges to the American and Texas flags.

ROLL CALL BY SCHOOL BOARD PRESIDENT, ROLL CALL BY MAYOR

LV Council Members

Ed Tidwell	Mayor
Paul Prince	Mayor Pro Tem
Gage Hunt	Council Member
Kevin Sullivan	Council Member
Rob Durbin	Council Member
Chelaine Marion	Council Member
Paul Roberts	Council Member

LVISD Board Members

Laura Vincent	President
Jerrell Roque	Trustee
Isai Arredondo	Secretary
Rich Raley	Trustee
Greg Zaleski	Vice-President
David Scott	Trustee
Kevin Walker	Trustee

Also Present

Darren Webb, LVISD Superintendent
Tracie Hlavinka, City of Lago Vista, City Manager

UPDATE BY LVISD

Mr. Webb gave an overview regarding the current state of the district covering items such student enrollment and staffing numbers, the current tax rate, the ratings of the district with the state, new student programs, UIL standing, and district wide bond projects. Mr. Webb was available to provide additional information and answer questions.

UPDATE BY CITY OF LAGO VISTA

Ms. Hlavinka reviewed highlights of the city's Fiscal Year 2023 Goals and Objectives including but not limited to the recently completed compensation study, traffic safety analysis, comprehensive plan update, parks master plan, new temporary municipal building, look at new bonds, a new website, a digital sign on Lohman Ford, OpenGov software, new Chief Financial Officer position, results of recent annual audit, and Lago Fest. Ms. Hlavinka was available to provide additional information and answer questions.

DISCUSS FUTURE DEVELOPMENTS AND THE IMPACT ON THE CITY AND LVISD

The board and the council discussed the impact of future development on the school district. No action was taken.

ADJOURNMENT

Mayor Tidwell adjourned the meeting at 7:17 p.m.

Respectfully submitted,

Ed Tidwell, Mayor

ATTEST:

Lucy Aldrich, City Secretary

On a motion by Councilor _____, seconded by Councilor _____, the above and foregoing instrument was passed and approved this 6th day of April 2023.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: Consider approval of a request by Northlake Church to locate three temporary electronic message centers in the Lohman Ford Road right-of-way to publicize their third annual "Lago Egg Drop" to be conducted on April 8, 2023, at the LVHS Football Stadium.

BACKGROUND: The City of Lago Vista was approached by the Northlake Church to temporarily locate three electronic message centers in the Lohman Ford Road right-of-way at the specific locations indicated on the maps they provided and that are included in the packet. Pending approval by the City Council, the signs would be placed on Friday April 7, 2023 and removed on Monday April 10, 2023.

It is a violation of Section 4.805 of the City of Lago Vista Sign Ordinance for Northlake Church to "Erect a sign or notices on city property, right-of-way, city or utility easement without approval of the city council." That required approval is maintained under the proposed comprehensive sign ordinance amendment. The church has therefore initiated this request as they did in 2022.

The packet includes a copy of the relevant portions of the existing regulations and a copy of the sign permit application submitted by the Church. It permit application includes the required form, a narrative providing additional information not included in the form, a map showing the three proposed locations, and literature from the manufacturer with images of the temporary electronic message centers to be employed.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
[Request](#)

Sec 4.805 Prohibitions

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

- (a) 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;
- (b) 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;
- (c) 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;
- (d) Erect, maintain, paint or spray any sign, or other message or advertising upon a tree, rock, or other natural feature;
- (e) Remove, alter, change or obscure any official tag, permit sticker or identification without approval of the city;
- (f) Erect any sign in the rights-of-way or which would otherwise pose a risk to public safety or health;
- (g) 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;
- (h) 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;
- (i) Erect a billboard;
- (j) Erect, place, maintain, alter, or relocate a sign within the city or its extraterritorial jurisdiction in violation of the provisions of this article;
- (k) Erect a portable sign, roof sign, snipe sign, balloons/forced air or any off-premises sign, except as provided in Section 4.807;
- (l) Erect any sign that has moving parts or flashing, moving or intermittent lights (see also Article 3.800 of Chapter 3);
- (m) 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;
- (n) 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;
- (o) 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;
- (p) Attach or place a sign on storage buildings for commercial advertisement;
- (q) Erect a sign or notices on city property, right-of-way, city or utility easement without approval of the city council;
- (r) Fail to remove a real estate sign within thirty (30) days after the sale or lease of the property;
- (s) Fail to remove an illegal nonconforming sign as described in Section 4.806(b);
- (t) All signs not covered by this article.



CITY OF LAGO VISTA DEVELOPMENT SERVICES

P.O. BOX 4727
LAGO VISTA, TX 78645

Tel. (512) 267-5259

Fax (512) 267-5265

APPLICATION FOR SIGN PERMIT

DATE: _____

APPLICATION IS HERE BY MADE FOR A PERMIT TO PLACE A
SIGN AT THE FOLLOWING LOCATION:

ADDRESS: 3610 Cochran Ford

STREET NAME

LEGAL DESCRIPTION: _____
LOT NUMBER SUBDIVISION SECTION

OWNER INFORMATION

OWNER'S NAME Northlake Church (Denny Henderson)

ADDRESS 3610 Cochran Ford

PHONE 512-963-8048 Email Denny@mynorthlake.com

CONTRACTOR INFORMATION- IF DIFFERENT FROM ABOVE

COMPANY NAME: Northlake Church

MAILING ADDRESS: Same

PH () _____ CELL () _____ FAX () _____

CONTACT PERSON

NAME: Denny Henderson DAYTIME PHONE NUMBER 512-963-8048

Email Denny@mynorthlake.com

NOTICE: CITY OF LAGO VISTA ELECTRICAL PERMITS ARE REQUIRED FOR THE
CONNECTION OF ALL ELECTRICAL SIGNS.

ALL GROUND MOUNTED SIGNS MUST INCLUDE FOUNDATION DETAILS AND
SPECIFICATIONS.

ALL HANGING AND WALL MOUNTED SIGNS MUST INCLUDE ATTACHMENT DETAILS.

ALL REQUESTS FOR SIGN PERMITS MUST INCLUDE DETAILED DRAWINGS AND
DIMENSIONS OF SIGN ATTACHED TO APPLICATION.

Sign information

Sign Type

Electronic Message Board

Sign Height (above grade)

3x6 Display

Sign Width

Total Square Feet

Sign is constructed of (material)

Lighting (direct, Indirect, or None)

LED Message Board

Cost of Sign (including construction)

\$18,000/per sign

Attach color photo or sketch of sign

Permit Number (if approved) _____

Date approved or denied _____

Additional Notes:

* See ATTACHED



Third Annual Lago Egg Drop

The Lago Egg Drop has now become a staple event serving our community. The event continues to grow in popularity, even drawing people from outside our community. Last year over 4,500 people enjoyed this community-wide event, and we are expecting and preparing for an even bigger crowd this year. Our online registrations are already double what they were this time last year.

As in the past, Northlake is requesting that ROW message board signs be placed in the exact locations (see attached map). Signs will be placed after the City Council's consideration on April 6, 2023, and retrieved Monday, April 10th, 2023.

Also, as in the past, Northlake has contracted out signs and traffic control on the day of the event to Roadway Traffic Control (www.rtcaustin.com)

Event Date: Saturday, April 8, 2023 Event
Details: www.lagoeggdrop.com

Northlake Church
3610 Lohmans Ford Road Lago
Vista, TX 78645



Lago Vista Texas



Lago Vista Texas



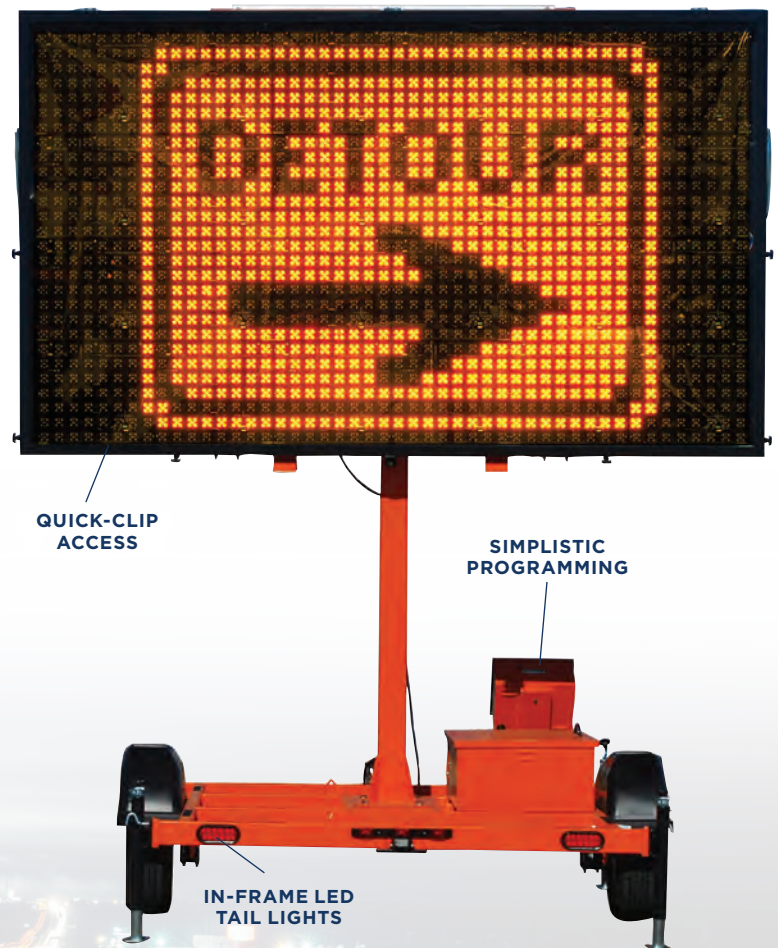
SMC 2000 FM ST

Full-Matrix Solar Message Center

Manufactured to the same quality standards Work Area Protection is recognized for, the SMC 2000 FM ST meets all the requirements of the MUTCD, while offering unparalleled ease of maintenance and programming.

STANDARD FEATURES

- 5 LEDs per pixel provide uniform light output
- Energy-efficient LED display provides minimal battery maintenance and long operational life
- Automatic intensity control provides optimum LED intensity
- Industrial-grade trailer provides stable platform
- Powder-coat finish for improved fade and scratch resistance
- Calendar programming capability
- Full-Matrix display provides graphic messages and arrow board capability
- Durable in-frame LED tail lights
- On-board charger provides option of solar or AC charging
- Quick-clip access for ease of display maintenance
- State-of-the-art charge technology reduces battery overcharge incidents
- Remote programming option available
- On-board dedicated NTCIP controller provides simplistic programming with secure password protection
- 5-year standard warranty



FULL-MATRIX DESIGN MMIN

The continuous, full-matrix design allows the display of messages using text, graphic symbols or both. Graphic symbols are displayed at a standard 50-inch height and text messages are displayed using either 20" or 28" tall characters.

LED LAMP PIXEL DESIGN

The SMC 2000 FM ST uses 5 high-intensity, solid-state LEDs per 2-inch pixel. This creates a more uniform light output in each pixel, resulting in increased message definition and distance legibility.

STANDARD NTCIP-COMPLIANT CONTROLLER

A user-friendly, NTCIP-compliant, dedicated computer designed by Precision Solar Controls reduces the number of keys required to program the SMC 2000 FM ST.

FULL-MATRIX DISPLAY

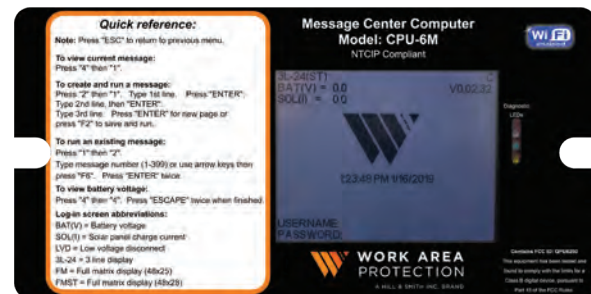
The SMC 2000 FM ST provides 250 text, 60 graphic and 20 arrow board display messages preprogrammed and stored in the controller. Additionally, 100 user-created messages can be programmed and stored.

INDUSTRIAL-GRADE STRUCTURAL STEEL TRAILER

The SMC 2000 FM ST uses a durable trailer system designed to provide years of dependable service. The trailer's high-quality powder-coat finish, 2"x 4" 11-gauge steel frame and a 3,500-pound suspension system enhance the overall quality of the unit.

MODULAR ELECTRONIC COMPONENTRY

The entire system was developed with the operator/end user in mind. Electronic components are easily replaced, reducing downtime and maintenance costs. This modularity also improves system diagnostics.



SMC 2000 FM ST UNIT SPECIFICATIONS

- Raised Height – 163" (4.14 m)
- Travel Height – 104" (2.64 m)
- Width – 96" (2.43 m)
- Length with tongue – 168" (4.26 m)
- Length w/o tongue – 134" (3.4 m)
- Weight – 1875 lbs (850.5 Kg)
- Energy Source – (6) 6-volt Deep Cycle batteries
- Generator – solar panel array – 140 Watt
- Operating Temperature Range –
-20 to +120 degrees F (-29 to +49 degrees C)
- Lift Mechanism – Leak-resistant electro-hydraulic
- Main Frame – 2" x 4" x .120" high-grade steel

SIGN CASE SPECIFICATIONS

- Height – 79.5" (2.02 m)
- Width – 133" (3.38 m)
- Character Height – 18" (46 cm)
- Lamp – LED (5 per pixel)
- Legibility – 1000 ft (304 m)

SMC COMPUTER SPECIFICATIONS

- Control Console Display: LCD
- Pre-programmed Messages: 250
- User-programmed Messages: 100
- NTCIP-compliant software
- Update Speed: 100 Milliseconds
- Removable Solid State Design
- Off-the-shelf QWERTY keyboard

Specifications are subject to change without notice.

- The SMC 2000 FM ST shown in travel position



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Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Taylor Whichard, Public Works

SUBJECT: Consider approval authorizing the City Manager to purchase a 2022 Chevrolet 5500 heavy haul truck for \$67,400 that was approved in FY-23's Water Services Budget.

BACKGROUND: This piece of equipment was approved in Fiscal Year 2023's Water Services Budget for \$70,000. It is a necessary item, as it will allow utilities to safely haul heavy machinery (e.g. backhoe, rock saw, etc.) to job sites instead of physically driving this equipment on City streets. Heavy machinery isn't designed to drive on streets over long distances and reduces its life cycle.

FINDINGS: This quote was obtained through BuyBoard (Buy Board #601-19). It was originally budgeted for \$70,000, and it's quoted price is \$67,400 which is a savings of \$2,600.

FINANCIAL IMPACT: \$67,400 to Water Services Account line item 30-560-9720.

RECOMMENDATION: Approval


ATTACHMENTS:
[Quote](#)



Vehicle Quote

Quote No.: DL 220582
Exp. Date: Apr 27, 2023

Prepared for: Lago Vista
Lago Vista Texas
Ernesto Rios
ernesto.rios@lagovistatexas.gov

NAME	PRICE	QTY	SUBTOTAL
2022 Chevrolet Silverado MD (CK56403) 2WD Reg Cab Work Truck	\$65,500.00	1	\$65,500.00
Dealer Stock: HQ730131 - See attached Specs 9'4 Dakota Flatbed - DRW Integrated tube headache rack 4" structural steel channel frame rails 1/4" rub rails and stake pockets 1/8" steel treadplate deck 30,000 lb. rated B&W gooseneck hitch with 7-way electrical plug 18,500 lb. rated B&W bumper pull hitch LED lighting (clearance and marker lights) (2) LED recessed tail, brake and backup lights mounted in headache rack Powder coat finish - Black			
			
Upfit Equipment	\$0.00	0	\$0.00
Included			
Floor Plan Interest	\$1,200.00	1	\$1,200.00
Delivery	\$300.00	1	\$300.00
COOP Fee	\$400.00	1	\$400.00
			\$67,400.00
Discount			\$0.00
Tax			\$0.00
Total			\$67,400.00

****PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED****



Caldwell Country Chevrolet

David Lowry | 903.513.2316 | dlowry@caldwellcountry.com

Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck





Caldwell Country Chevrolet

David Lowry | 903.513.2316 | dlowry@caldwellcountry.com

Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck ( Incomplete)

Selected Model and Options

MODEL

CODE	MODEL
CC56403	2022 Chevrolet Silverado MD 2WD Reg Cab Work Truck

MODEL OPTION

CODE	DESCRIPTION
R7N	5500 HD Series

GVWR

CODE	DESCRIPTION
GZJ	GVWR, 18,000 lb. (8165 kg)

REQUIRED OPTION

CODE	DESCRIPTION
R6G	26,000 lb. GCWR (11,793 kg)

ENGINE

CODE	DESCRIPTION
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

POWER TAKE OFF

CODE	DESCRIPTION
PTX	Power Take-Off (PTO), not installed

TRANSMISSION

CODE	DESCRIPTION
MWA	Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS

AXLE


CODE	DESCRIPTION
005	Rear axle, 4.56 ratio

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Caldwell Country Chevrolet

David Lowry | 903.513.2316 | dlowry@caldwellcountry.com

Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck ( Incomplete)

FRONT AXLE

CODE	DESCRIPTION
FTA	Front axle, 7,000 lb., Dana Spicer D800-N, "I"-beam, non-driving

FRONT SUSPENSION

CODE	DESCRIPTION
FK6	Front suspension, 7,000 lb. (3,175 kg) multi-leaf, includes shock absorbers

REAR AXLE

CODE	DESCRIPTION
GL4	Rear axle, 11,000 lb. (4,999 kg) Dana Spicer S14-110, single reduction

REAR SUSPENSION

CODE	DESCRIPTION
GR3	Rear suspension, 11,000 (4,990 kg) multi-leaf, vari-rate

WHEELBASE

CODE	DESCRIPTION
FQT	Wheelbase, 141" (358.1 cm), 60" CA

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1WT	Work Truck Preferred Equipment Group

WHEEL TYPE

CODE	DESCRIPTION
PWQ	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted

FRONT TIRES

CODE	DESCRIPTION
XDK	Tires, front 225/70R19.5G highway blackwall Goodyear

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Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck ( Incomplete)

REAR TIRES

CODE	DESCRIPTION
------	-------------

YAL	Tires, rear 225/70R19.5G highway blackwall Goodyear
-----	---

SPARE TIRE

CODE	DESCRIPTION
------	-------------

ZBK	Tire, Spare 225/70R19.5G highway blackwall Goodyear
-----	---

PAINT SCHEME

CODE	DESCRIPTION
------	-------------

ZY1	Paint, solid
-----	--------------

SEAT TYPE

CODE	DESCRIPTION
------	-------------

AE7	Seats, front 40/20/40 split-bench, 3-passenger
-----	--

SEAT TRIM

CODE	DESCRIPTION
------	-------------

H2R	Dark Ash seats with Jet Black interior accents, Cloth seat trim
-----	---

RADIO

CODE	DESCRIPTION
------	-------------

IOB	Audio system, 7" diagonal color touch-screen with Chevrolet Infotainment
-----	--

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
------	-------------

PCJ	Vocational Specific Heavy Suspension Package
-----	--

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
------	-------------

G68	Shock Absorbers, rear
-----	-----------------------

V33	Tool kit, Rim Wrench and handle only
-----	--------------------------------------

V76	Recovery hooks, front, frame-mounted, black
-----	---

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Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck ( Incomplete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
AKO	Glass, deep-tinted
DPN	Mirrors, outside heated power-adjustable vertical trailing, upper glass, manual-folding and extending, black.
PWY	Wheel, 19.5" x 6.75", spare, steel, Black, 8-holes
VK3	License plate kit, front

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION
—	Bluetooth for phone, personal cell phone connectivity to vehicle audio system
UQ3	6-speaker audio system

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
5H1	Key system, 2 spare keys
A31	Windows, power with driver express up and down and express down on all other windows
AQQ	Remote Keyless Entry
SFW	Back-up alarm calibration

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION
UZF	Backup alarm

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION
R9Y	Fleet Free Maintenance Credit.

Options Total

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Caldwell Country Chevrolet

David Lowry | 903.513.2316 | dlowry@caldwellcountry.com

Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck ( Incomplete)

Standard Equipment

Mechanical

GVWR, 16,500 lb. (7484 kg) (Silverado 4500 HD 2WD Regular Cab models require one of the following combinations: (1) (FTC) 6.25k front axle and (FTW) 6.25k front suspension and (GL4) 11k rear axle and (GR3) 11k rear suspension. (2) (FTC) 6.25k front axle and (FTW) 6.25k front suspension and one of the following rear axles: (HD2) 13.5k rear axle, (HD1) 15k rear axle or (J27) 15.5k rear axle and (GR4) 13.5k rear suspension. (3) (FTA) 7k front axle and (FK6) 7k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension or (G40) 12K Rear air suspension. (4) (FTA) 7k front axle and (FK6) 7k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and one of the following rear suspensions: (GR4) 13.5k rear suspension, (FU7) 15.5k rear suspension, (GP1) 13.5K rear air suspension, (GP8) 15.5k rear air suspension, (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.) (STD)

Emissions, 50 state certification

Emissions, USA 50 State certified

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2700 rpm, 700 lb.-ft. torque @ 1600 rpm (STD)

Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C7Y) 14,001 lb. GVWR, (C5B) 15,000 lb. GVWR, (C7P) 16,000 lb. GVWR, (C7R) 16,500 lb. GVWR, (GZX) 17,500 lb. GVWR, (GZJ) 18,000 lb. GVWR or (GZG) 19,500 lb. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg.) (STD)

Rear axle, 4.10 ratio Max road speed: 79 MPH

Wheelbase, 141" (358.1 cm), 60" CA (Requires (F0C) 49" axle to end of frame, (F0D) 63" axle to end of frame or (F0K) 91" axle to end of frame and (NPR) exhaust. Requires (PCJ) Vocational Specific Heavy Suspension Package, when ordering (FTA) 7,000 lb. Front axle/(FK6) 7,000 lb. Front suspension or (FTL) 8,000 lb. Front axle/(FSN) 8,000 lb. Front suspension and/or (FU7) 15,500 lb. rear suspension. Not available with rear air suspensions or (91B), (91C), (91D) or (91E) prep for LiquidSpring rear suspension.) (STD)

Front axle, 6,250 lb. (2,835 kg), Dana Spicer D800-N, "I"-beam, non-driving (Requires (FTW) 6,250 lb. front suspension. Includes (G68) rear shock absorbers. Not available with rear air suspensions.)

Front suspension, 6,250 lb. (2,835 kg) multi-leaf, includes shock absorbers (Not available with rear air suspensions.) (STD)

Rear axle, 11,000 lb. (4,999 kg) Dana Spicer S14-110, single reduction

Rear suspension, 11,000 (4,990 kg) multi-leaf, vari-rate (Not available with air suspension.) (STD)

Neutral-at-Stop Automatic transmission shifts to neutral when the service brake is depressed while the vehicle is at a complete stop, and remains in neutral until the service brake is released

Transmission shift control calibration, fuel sense Performance

Rear wheel drive

Batteries, heavy-duty dual 1100 cold-cranking amps includes battery box mounted to left side under cab

Alternator, 150 amps

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Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck ( Incomplete)

Mechanical

Trailing provisions, trailing wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.

Trailer brake controller, integrated

Incomplete vehicle

Axle to End of Frame, 49" (Requires wheelbase (ED5) 201", (ED9) 165", (ER2) 189" or (FQT) 141". Not available with (G40), (GP1) or (GP8) rear air suspension.)

Axle, Open rear axle, non-locking rear

Axle lubricant, rear, synthetic oil EmGard FE -75W-90

Shock Absorbers, rear (Included with (FTC) 6,250 lb. front axle.)

Steering, power (Bosch S2 8014 Plus)

Brakes, hydraulic, heavy duty Bosch/Meritor/Wabco system with 4-channel (ABS) (Includes (J69) driveline park brake.)

Fuel tank, rear only, 40 gallon mounted between frame side rails and behind rear axle

Fuel, diesel B20

Capped Fuel Fill

Exhaust system, right side exit, behind rear wheels (Requires (FQT) 141" wheelbase.)

Exhaust brake

Exterior

Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)

Tires, front 225/70R19.5G highway blackwall Goodyear Max Axle Load: 7,940 lb. (Requires (YAL) Tires, rear 225/70R19.5G highway blackwall Goodyear, Max Axle Load: 15,000 lb. or (YMF) Tires, rear 225/70R19.5G traction blackwall Goodyear, Max Axle Load: 15,000 lb.) (STD)

Tires, rear 225/70R19.5G highway blackwall Goodyear Max Axle Load: 15,000 lb. (STD)

Spare tire delete (STD)

Wheel, spare delete

Bumper, front, Black

Assist steps

Front fender extension, painted body color

Grille, base, molded in color, Black

Grille guard screen, insect protection (mounted behind grille)

Headlamps, halogen projector-beam

Lamps, cargo area, cab mounted with switch on center switch bank

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Caldwell Country Chevrolet

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Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck ( Incomplete)

Exterior

Lamps, Smoked Amber roof marker

Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light

Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass

Glass, solar absorbing, tinted

Antenna, fixed mast

Door handles, Black

Entertainment

Audio system, 4.2" diagonal color display AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat. Not available with (UE1) OnStar or (U2K) SiriusXM Radio.) (STD)

SiriusXM, delete

Audio system feature, 4-speaker system

Interior

Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)

Interior trim, Jet Black/Dark Ash (Required and only available with (H2Q/H2R) Dark Ash seats with Jet Black interior accents.)

Seat trim, Vinyl

Seat Belt, Black

Floor covering, Graphite-colored rubberized-vinyl

Steering wheel, urethane

Steering column, manual Tilt-Wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Speedometer, miles/kilometers

Driver Information Center, 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information

Upfitter switch kit provides up to 4-30 amp circuits to facilitate installation of aftermarket electrical accessories located on the instrument panel

Windows, manual driver and front passenger

Door locks, power

Cruise control, steering wheel-mounted

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Vehicle: [Fleet] 2022 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck ( Incomplete)

Interior

Air conditioning, single-zone

Mirror, inside rearview manual day/night

Visors, driver and front passenger, vinyl

Assist handle, front passenger and driver on A-pillars

Safety-Mechanical

Brake, parking, driveline park brake system

Electronic Stability Control System with Traction Control includes Electronic Trailer Sway Control and Hill Start Assist

Traction control

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

Airbags, Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front outboard seating positions; Includes airbag deactivation switch for front outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Airbag deactivation switch, frontal passenger-side (Included and only available with (AY0) airbags.)

OnStar, delete

Rear Vision Camera, display integrated into Radio (Shipped loose in cab for upfitter installation.)

Horn, single-note

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Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: The Lago Vista City Council will hold a public hearing and consider an Ordinance of the City Council of Lago Vista, Texas amending the existing Planned Development District (PDD) approval applicable to the property located at 1900 American Drive and known as “The Peninsula” regarding the list and description of permitted uses for the “Condominiums Parcels;” and providing for related matters. (Tabled from March 2, 2023 and March 16, 2023) **(APPLICANT HAS WITHDRAWN APPLICATION)**

BACKGROUND: Immediately following this updated summary and a draft zoning ordinance amendment is a staff report that describes the discussion and the recommendation of the Planning and Zoning Commission following the public hearing related to this request at their meeting on February 9, 2023. This packet also includes the application that was originally considered at their August 11, 2022, meeting and was the basis of Ordinance No. 22-09-01-01 that was subsequently adopted by the City Council. However, it was later determined that the notice map prepared by the former GIS staff was inaccurate and that the application needed to be considered again following the recent corrected notice.

This item originally appeared on the agenda for the March 3, 2023, Lago Vista City Council meeting. After that packet was published, we received a written objection from the representative of the owner of the property identified on the notification map as ID 18, 19, 20 and 21. As a result, the threshold specified by state statutes and Section 13.20(e)(3) (B) of Chapter 14 of the Lago Vista Code of Ordinances was exceeded and approval by no less than three-fourths of the members of the Council is now required. Because three-fourths of the members were not available in the Council Chambers on March 3, 2023 and March 16, 2023, the item was tabled.

The current draft ordinance is largely the same as Ordinance

No. 22-09-01-01. However, there are two updates in addition to the ordinance number change. First, the City Attorney determined that the amendment to the Future Land Use Map that was part of Ordinance No. 22-09-01-01 remains valid, notwithstanding the flawed notice as amendments to the Comprehensive Plan did not require notice at the time that ordinance was adopted. Second, the recommendation forwarded by the Planning and Zoning Commission was the result of a motion to approve that failed by a vote of three members who were in favor and three who were opposed.

That change from the original recommendation in favor of the request by the Planning and Zoning Commission is reflected in the language within the draft ordinance.

The City Attorney confirmed that this is a valid recommendation, but one that does not by itself result in a requirement for three-fourths of the members of the Council to approve the requested change. He notes that this requirement is only applicable when a recommendation against enactment of the change is forwarded by the Planning and Zoning Commission. However, that is no longer relevant because approval by three-fourths of the City Council members is required by the written objections referenced above.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

[Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING THE EXISTING PLANNED DEVELOPMENT DISTRICT KNOWN AS “THE PENINSULA” APPROVED BY ORDINANCE NO. 07-02-15-01 AND AS AMENDED BY ORDINANCE NO. 08-08-21-02 REGARDING THE LIST AND DESCRIPTION OF PERMITTED USE FOR THE “CONDOMINIUM PARCELS.”

WHEREAS, the owner of approximately 40.60 acres of land, as more particularly described in the attached **Exhibit “A”** (referred to hereinafter as the “Property”), has filed an application requesting an amendment to the existing Planned Development District (PDD) known as “The Peninsula” approved by Ordinance No. 07-02-15-01 and as amended by Ordinance No. 08-08-21-02; and

WHEREAS, the Property currently resides within the corporate limits of the City of Lago Vista;

WHEREAS, the amended list and description of permitted uses for the Property is set forth in Section 4 below, which modifies the designated land uses and restrictions applicable to the Property previously established in Ordinance No. 07-02-15-01 as amended by Ordinance No. 08-08-21-02, with all other aspects of the approval remaining intact; and

WHEREAS, after giving ten (10) days written notice to the owners of land in and within 200 feet of the area being rezoned, as well as having published notice to the public at least fifteen (15) days prior to the date of such hearings, the Planning and Zoning Commission and City Council each held separate public hearings on the proposed rezoning of the Property included in this Ordinance; and

WHEREAS, the Planning and Zoning Commission at its public hearing held on February 9, 2023, has reviewed the request and the circumstances of the Property, and was unable to secure a vote of a majority of the members present to recommend either that a substantial change in the circumstances of the Property, sufficient to warrant a change in the zoning of the Property has or has not transpired; and

WHEREAS, the Planning and Zoning Commission has forwarded a recommendation to the City Council in accordance with applicable regulations that does not oppose enactment of the proposed zoning change; and

WHEREAS, the City Council at its public hearing held on April 6, 2023, has reviewed the request and the circumstances of the Property, and find that a substantial change in the circumstances of the Property, sufficient to warrant a change in the zoning of the Property has transpired; and

WHEREAS, the City, by and through its legislative discretion, has adopted a comprehensive plan for the City of Lago Vista, with amendments to its Future Land Use Map including Section 6 of Ordinance No. 22-09-01-01, and having considered and reviewed such comprehensive plan, the City Council finds the rezoning approved herein is consistent with the comprehensive plan which shall not be interpreted as inconsistent with this rezoning; and

WHEREAS, the City desires that development within its corporate limits occur in an orderly manner in order to protect the health, safety, and welfare of its present and future citizens, protect property values and provide for the growth of the City's tax base; and

WHEREAS, the City desires to control the development standards for the Property, protect third party property owners in the City, and to ensure the benefits of planned development and an enhanced tax base that are achieved through rezoning the Property; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Lago Vista to adopt this Ordinance.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The Planning and Zoning Commission and City Council find that this Ordinance satisfies the requirements of Section 10 and Section 13 of the City of Lago Vista Zoning Ordinance, codified under Ordinance No. 98-04-27-03, as amended (the "Zoning Code").

Section 2. Enactment. The Zoning Code and other applicable ordinances are hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by zoning the approximately 40.60 acres of land, more particularly described in **Exhibit "A"** as an update to "The Peninsula Planned Development District" (PDD) and Ordinance No. 07-02-15-01 and Ordinance No. 08-08-21-02, with the use of individual land areas as set forth in this Ordinance.

Section 4. Zoning Requirements. All applicable use restrictions and development requirements in the existing Planned Development District" (PDD) known as "The Peninsula" as established in Ordinance No. 07-02-15-01 and Ordinance No. 08-08-21-02 shall remain intact except for the following provisions of Section 4 of Ordinance No. 08-08-21-02 which shall be repealed and re-enacted as follows:

4. Zoning for the Condominiums Parcels – Parcels D1, D2 and D3:

- C. The Condominium Parcels shall be developed only as any one or a combination of the following uses: residential condominiums or apartments, including privately owned or leased units; accessory uses as defined and limited in Item H below; and all uses specified in parcel E including parking except as limited in Item 4.L below;
 - F. Up to one hundred percent (100%) of the residential condominiums or apartments may consist of rental units, which may not be leased for less than thirty days;
24. The developer agrees to fund design and construction of all off-site improvements, including but not limited to surface improvements and widening of American Drive between the project site and Boggy Ford Road as identified in a Traffic Impact Analysis (TIA) to be completed and approved as part of the site development plan review required by Chapter 10.5 of the Lago Vista Code of Ordinances.

Section 5. Amendment of Applicable Zoning Ordinances. The zoning requirements established in this Ordinance shall apply to the Property. The comprehensive zoning requirements of the Zoning Code and all other applicable ordinances, as they may be amended by this Ordinance, shall apply to the Property. Should any conflict appear between the requirements of the zoning and development ordinances of the City of Lago Vista as compared with the requirements for the Property set forth in this Ordinance, the requirements set forth in this Ordinance shall control.

Section 6. Repealer. The Zoning Ordinance and all other applicable portions of the Lago Vista Code of Ordinances are amended as required to incorporate the amendment to “The Peninsula Planned Development District” (PDD) as described herein. Any portion of the Zoning Ordinance, Comprehensive Master Plan or any applicable ordinance in conflict with this Ordinance is hereby repealed or amended to the extent of such conflict only.

Section 7. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 8. Penalty. Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances, Section 1.109 General Penalty for Violations of Code; Continuing Violations of the City of Lago Vista, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

Section 9. Publication Clause. The City Secretary of the City of Lago Vista is hereby directed to publish in the Official Newspaper of the City of Lago Vista the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the *Texas Local Government Code*.

Section 10. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below in accordance with the provisions of the *Texas Local Government Code* and the City's Charter.

Section 11. Change of Zoning Map. The City Manager is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Lago Vista, Texas.

Section 13. Proper Notice and Meeting. 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, Texas Local Government Code*.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this ____ day of April 2023.

Ed Tidwell, Mayor

ATTEST:

Lucy Aldrich, City Secretary

On a motion by Councilman _____, seconded by Councilman _____, the above and foregoing ordinance was passed and approved.

EXHIBIT "A"

Legal Description

40.60 ACRES OUT OF THE JAMES K. BALDWIN SURVEY (ABSTRACT NO. 609) , CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS, BEING COMPOSED OF A 16.84 ACRE TRACT CONVEYED TO G&G / PENINSULA, LP BY DEED RECORDED IN DOCUMENT NO. 2005114201, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (TCOPR), AND A 23.76 ACRE TRACT CALLED 23.72 ACRES IN A DEED TO G&G / PENINSULA, LP RECORDED IN DOCUMENT NO. 2005114202, SAID 40.60 ACRES BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a "X" in concrete found on the west side of a concrete electric transformer pad, at the northwest corner of said 16.84 acre tract, in the north right-of-way (ROW) line of American Drive; also the northeast corner of Lot 30001-C, **A RESUBDIVISION OF A PORTION OF HIGHLAND LAKE ESTATES SECTION 26 AND HIGHLAND LAKE ESTATES SECTION 30**, a subdivision recorded in Book 81, Page 358, Travis County Plat Records, for the northwest corner hereof;

THENCE S75°36'00"E 190.00 feet, with the south ROW line of American Drive, to a 1/2" steel pin with plastic orange cap set at the start of a curve;

THENCE along said ROW curve to the left with chord of N78°12'56"E 118.35 feet and radius of 60 feet, to a 1/2" steel pin found at a southerly corner of said 23.76 acre tract, for a point on curve hereof;

THENCE along said ROW curve to the left with chord of N66°05'56"W 107.89 feet and radius of 60 feet, to a 1/2" steel pin found at end of ROW curve, for corner hereof;

THENCE N75°38'49"W 189.94 feet along the north ROW of American Drive to a 1/2" steel pin found at the westerly southwest corner of said 23.76 acre tract, also the southeast corner of Lot 30078, Highland Lake Estates Section 30, a subdivision recorded in Book 81, Page 358, Travis County Plat Records, for westerly corner hereof;

THENCE N14°27'32"E 530.95 feet to a 1/2" steel pin found at the northwest corner of said 23.76 acres, also the southwest corner of a 18.23 acre tract recorded in Doc. 2003186577, TCOPR, for the northwest corner hereof;

THENCE S75°36'E 538.64 feet along the south line of said 18.23 acre tract to a submerged point in the southwest line of The Cove At Lago Vista, a subdivision recorded in Book 84, Page 163B, Travis County Plat Records, for angle point hereof;

THENCE S38°13' E 1103.20 feet to a submerged angle point in said subdivision, for angle point hereof;

EXHIBIT "A"

Legal Description (continued)

THENCE S04°52'E 570.10 feet to a submerged point on the approximate north bank of the Colorado River, at the southeast corner of said 23.76 acres, for southeast corner hereof;

THENCE S85°08'W 696.96 feet along said north bank to a submerged point at the southeast corner of said 16.84 acre tract for angle point hereof;

THENCE S85°05'35"W 707.74 feet along said north bank to a submerged point at the southeast corner of a 3.356 acre tract conveyed to Vacation Villages Association, Inc. by deed recorded in Book 12607, Page 2822, TCOPR, for southwest corner hereof;

THENCE along the east line of said 3.356 acres the following 2 courses:

- 1) N04°51'08"W 843.32 feet to a 1/2" steel pin found, for angle point;
- 2) N14°25'32"E 205.77 feet to a 1/2" steel pin found at the northeast corner of said 3.356 acre tract, for angle point hereof;

THENCE N14°21'58"E 69.15 feet along the east line of said Lot 30001-C to the **POINT OF BEGINNING**, containing 40.60 acres of land.

**LAGO VISTA CITY COUNCIL
STAFF LAND USE REPORT – MARCH 2, 2023**



P&Z CASE NO:	23-2314-PDD-MOD: 1900 American Drive
APPLICANT:	Laci Ehlers (McLean & Howard LLP)
LANDOWNER:	SGB Development Corp. (David Rulien)
LOCATION:	End of American Drive ± 1,300' south of Highland Lake Drive
ZONING:	"Peninsula PDD" (Ordinance Number 08-08-21-02)
PROPOSED USE:	PDD Use Description Amendment

PLANNING AND ZONING COMMISSION DISCUSSION AND RECOMMENDATION:

- Absent any prior input from the City Attorney, the possibility that the previous amendment to the Future Land Use Map of the current comprehensive plan would need to be repeated was presented by the staff to the Planning and Zoning Commission. That possibility was subsequently confirmed to be unnecessary by Mr. Crawford as that portion of the previous ordinance (Number 22-09-01-01) remains valid.
- The previous application and recommendation by the Planning and Zoning Commission was discussed, including the flawed notification list that did not accurately identify all property within 200 feet of the request. That flawed list of property owners to be noticed was created by the GIS Technician that was previously a member of the IT Department staff. That error was of course corrected for this application.
- The balance of the discussion was to ensure that the members understood that the request was to remove the limitation on long-term rentals (currently 30 percent), while completely eliminating the possibility of any short-term occupancy of thirty days or less. The current approval would allow all 30 percent of the rental units to be used for short-term occupancy. The applicant offered that the limitations within the current ordinance were too inflexible for the current financial (lending) climate. The applicant also volunteered that short-term occupancy is not consistent with the target market, regardless of the percentage of units occupied by owners or tenants with long-term leases.
- Four individuals spoke in opposition to the application, but the reasons did not seem directly related to the requested amendment. One mentioned the lack of investment in the property since the demolition of the previous facility and the original PDD approvals. Another emphasized opposition to any increase to approved heights. An individual expressed a preference to deal with whatever ownership group might acquire the property in a subsequent transaction. The final speaker was concerned by the history of the current owner in employing various types of modular construction.
- On August 11, 2022, this same application resulted in a recommendation for approval by five of the seven Commission members present at the meeting. Since then, one member has resigned and was replaced effective January 1, 2023. Another member that participated in the original recommendation was not in attendance at the most recent meeting on February 9, 2023 that this application was considered by the Planning and Zoning Commission.
- A motion to recommend approval, including any change to the Future Land Use Map that might prove necessary, resulted in three members in favor and three members opposed. Therefore, at least one member that previously favored a recommendation of approval was no longer in favor of that same recommendation. The City Attorney participated in the meeting virtually and confirmed that this result was a recommendation that met the statutory requirements and could be forwarded to the City Council as a failure to oppose enactment of the requested change. As a precaution, they recommended the previous amendment to the Future Land Use Map if it were to prove necessary. Although the City Attorney has since confirmed that the previous amendment to the Future Land Use Map remains valid, that recommendation was approved by five of the six members present at the February 9, 2023 meeting.

POTENTIAL ALTERNATIVE DECISIONS:

- A. Approve the application as meeting the requirements of a concept and detail plan, subject to the following conditions:
1. the number of units and total area of the development shall be limited as required for compliance with the applicable edition of the International Fire Code at the time of the site development plan and building permit approval; and
 2. the funding of design and construction of all off-site improvements, including but not limited to surface improvements and widening of American Drive between the project site and Boggy Ford Road as identified in a Traffic Impact Analysis (TIA) to be completed and approved as part of the site development plan review required by Chapter 10.5 of the Lago Vista Code of Ordinances.
- B. Deny the application for either a concept plan only approval or a concept and detail plan approval.
-

**LAGO VISTA PLANNING AND ZONING COMMISSION
STAFF LAND USE REPORT – FEBRUARY 9, 2023**



P&Z CASE NO:	23-2314-PDD-MOD: 1900 American Drive
APPLICANT:	Laci Ehlers (McLean & Howard LLP)
LANDOWNER:	SGB Development Corp. (David Rulien)
LOCATION:	End of American Drive ± 1,300' south of Highland Lake Drive
ZONING:	"Peninsula PDD" (Ordinance Number 08-08-21-02)
PROPOSED USE:	PDD Use Description Amendment

UPDATE:

- On August 11, 2022 the Planning and Zoning Commission originally considered this application. Five of the seven members present at the meeting voted to recommend approval of an amendment to the PDD, subject to enumerated conditions which included a correction to the current Comprehensive Plan. The Lago Vista City Council unanimously adopted Ordinance Number 22-09-01-01 at their September 1, 2022 meeting. The approval included a reminder that a traffic impact analysis (TIA), required by both Chapter 10 and Chapter 10.5 would determine what improvements to American Drive and Highland Lake Drive would be the responsibility of the developer.
- However, it was subsequently determined that the original notification map prepared by the Lago Vista IT Department staff (specifically the GIS technician) contained an error and did not include the 200 feet to the east of the subject property as required by both local ordinance and state statutes. This error resulted in the omission of 13 required notifications, consisting largely of property owners within the development known as "the Cove at Lago Vista."
- That previous notification drew two written comments, one of which was in favor of the previous application (22-2169-PDD-MOD). However, the second comment was a written objection from the individual who represented the 2,346 fractional owners of the development that markets itself as "the Shores at Lake Travis" (a California entity known as Vacation Village Association). That single objection exceeded the threshold (20 percent) that required Ordinance Number 22-09-01-01 be approved by at least three-fourths of the Council members.
- Regardless, the interim City Attorney has determined that pursuant to the objection of at least one of those property owners with standing that should have, but were not sent a mailed notice, that the notification error would have to be corrected and a new draft ordinance considered by the City Council, following a recommendation from the Planning and Zoning Commission. It is less clear whether the amendment to the Comprehensive Plan included in the previous ordinance is considered valid. Regardless, the staff will seek that determination before the application is considered again by the Council. In addition, the original application date (July 13, 2022) predates the effective date of the recent ordinance amendment that requires modifications to the Comprehensive Plan to be pursued prior to an associated zoning change application.
- The staff subsequently received written objections from property owners with standing. The maps and notification mailing lists were corrected and the statutory notification process repeated. To date, we have received no written comments as a result of the notification. We will nonetheless continue to account for written objections up until the time that a new ordinance is considered by the City Council in early March. In addition to the corrected maps and the applicant's original submission, this packet also includes the Ordinance that was originally adopted by the Council on September 1, 2022 and the original staff report prepared for the Planning and Zoning Commission. Both are found immediately following this update to the original staff report.
- Prior to the recently adopted amendment to Chapter 14, there was no local ordinance notice requirement for a Comprehensive Plan amendment. Nonetheless, pending a determination by the interim City Attorney that the component of the previous ordinance amending the Comprehensive Plan as it relates to this property remains valid, we urge the Planning and Zoning Commission to include that condition as a component of any approval recommendation.

POTENTIAL ALTERNATIVE RECOMMENDATIONS:

- A. Recommend approval of the application as meeting the requirements of a concept and detail plan, subject to the following conditions:
 - 1. the number of units and total area of the development shall be limited as required for compliance with the applicable edition of the International Fire Code at the time of the site development plan and building permit approval; and
 - 2. the land use designation for this property in the current Comprehensive Plan is erroneously inconsistent with the official zoning map that was applicable at the time of its adoption and should be amended to reflect a “POA Park” at the location of parcels ‘A,’ ‘E,’ and ‘F’ of the existing PDD ordinance and “Mixed Use” at the location of the balance of the subject property.
 - B. Recommend denial of the application for either a concept plan only approval or a concept and detail plan approval.
-

ORDINANCE NO. 22-09-01-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING THE EXISTING PLANNED DEVELOPMENT DISTRICT KNOWN AS “THE PENINSULA” APPROVED BY ORDINANCE NO. 07-02-15-01 AND AS AMENDED BY ORDINANCE NO. 08-08-21-02 REGARDING THE LIST AND DESCRIPTION OF PERMITTED USE FOR THE “CONDOMINIUM PARCELS.”

WHEREAS, the owner of approximately 40.60 acres of land, as more particularly described in the attached **Exhibit “A”** (referred to hereinafter as the “Property”), has filed an application requesting an amendment to the existing Planned Development District (PDD) known as “The Peninsula” approved by Ordinance No. 07-02-15-01 and as amended by Ordinance No. 08-08-21-02; and

WHEREAS, the Property currently resides within the corporate limits of the City of Lago Vista;

WHEREAS, the amended list and description of permitted uses for the Property is set forth in Section 4 below, which modifies the designated land uses and restrictions applicable to the Property previously established in Ordinance No. 07-02-15-01 as amended by Ordinance No. 08-08-21-02, with all other aspects of the approval remaining intact; and

WHEREAS, after giving ten (10) days written notice to the owners of land in and within 200-feet of the area being rezoned, as well as having published notice to the public at least fifteen (15) days prior to the date of such hearings, the Planning and Zoning Commission and City Council each held separate public hearings on the proposed rezoning of the Property included in this Ordinance; and

WHEREAS, the Planning and Zoning Commission at its public hearing held on August 11, 2022 and the City Council at its public hearing held on September 1, 2022, have both reviewed the request and the circumstances of the Property, and find that a substantial change in the circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired; and

WHEREAS, the City, by and through its legislative discretion, has adopted a comprehensive plan for the City of Lago Vista, and having considered and reviewed such comprehensive plan, the City Council finds the rezoning approved herein is consistent with the comprehensive plan except as specifically described and amended in Section 6 below, which shall not otherwise be interpreted as inconsistent with this rezoning; and

WHEREAS, the City desires that development within its corporate limits occur in an orderly manner in order to protect the health, safety, and welfare of its present and future citizens, protect property values and provide for the growth of the City’s tax base; and

WHEREAS, the City desires to control the development standards for the Property, protect third party property owners in the City, and to ensure the benefits of planned development and an enhanced tax base that are achieved through rezoning the Property; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Lago Vista to adopt this Ordinance.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The Planning and Zoning Commission and City Council find that this Ordinance satisfies the requirements of Section 10 as a “concept plan only” and Section 13 of the City of Lago Vista Zoning Ordinance, codified under Ordinance No. 98-04-27-03, as amended (the “Zoning Code”).

Section 2. Enactment. The Zoning Code and other applicable ordinances are hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by zoning the approximately 40.60 acres of land, more particularly described in **Exhibit “A”** as an update to “The Peninsula Planned Development District” (PDD) and Ordinance No. 07-02-15-01 and Ordinance No. 08-08-21-02, with the use of individual land areas as set forth in this Ordinance.

Section 4. Zoning Requirements. All applicable use restrictions and development requirements in the existing Planned Development District” (PDD) known as “The Peninsula” as established in Ordinance No. 07-02-15-01 and Ordinance No. 08-08-21-02 shall remain intact except for the following provisions of Section 4 of Ordinance No. 08-08-21-02 which shall be repealed and re-enacted as follows:

4. **Zoning for the Condominiums Parcels – Parcels D1, D2 and D3:**

- C. The Condominium Parcels shall be developed only as any one or a combination of the following uses: residential condominiums or apartments, including privately owned or leased units; accessory uses as defined and limited in Item H below; and all uses specified in parcel E including parking except as limited in Item 4.L below;

- F. Up to one hundred percent (100%) of the residential condominiums or apartments may consist of rental units, which may not be leased for less than thirty days;
- 24. The developer agrees to fund design and construction of all off-site improvements, including but not limited to surface improvements and widening of American Drive between the project site and Boggy Ford Road as identified in a Traffic Impact Analysis (TIA) to be completed and approved as part of the required “detail plan” and “design review” required by the Lago Vista zoning ordinance.

Section 5. Amendment of Applicable Zoning Ordinances. The zoning requirements established in this Ordinance shall apply to the Property. The comprehensive zoning requirements of the Zoning Code and all other applicable ordinances, as they may be amended by this Ordinance, shall apply to the Property. Should any conflict appear between the requirements of the zoning and development ordinances of the City of Lago Vista as compared with the requirements for the Property set forth in this Ordinance, the requirements set forth in this Ordinance shall control.

Section 6. Amendment of Future Land Use Map. To the extent that the Future Land Use Map adopted in 2016 by Ordinance No. 16-05-05-02 as amended is inconsistent with the official Zoning Map of the City of Lago Vista, Texas as it relates to the Property as established in Ordinance No. 07-02-15-01 and Ordinance No. 08-08-21-02, it is hereby amended as follows: the area corresponding to parcels ‘A,’ ‘E,’ and ‘F’ shall be designated as “POA Park;” and the area corresponding to parcels ‘B,’ ‘C,’ and ‘D’ shall be designated as “Mixed Use.”

Section 7. Repealer. The Zoning Ordinance and all other applicable portions of the Lago Vista Code of Ordinances are amended as required to incorporate the amendment to “The Peninsula Planned Development District” (PDD) as described herein. Any portion of the Zoning Ordinance, Comprehensive Master Plan or any applicable ordinance in conflict with this Ordinance is hereby repealed or amended to the extent of such conflict only.

Section 8. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 9. Penalty. Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances, Section 1.109 General Penalty for Violations of Code; Continuing Violations of the City of Lago Vista, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

Section 10. Publication Clause. The City Secretary of the City of Lago Vista is hereby directed to publish in the Official Newspaper of the City of Lago Vista the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the *Texas Local Government Code*.

Section 11. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below in accordance with the provisions of the *Texas Local Government Code* and the City's Charter.

Section 12. Change of Zoning Map. The City Manager is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Lago Vista, Texas.

Section 13. Proper Notice and Meeting. 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, Texas Local Government Code*.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this 1st day of September 2022.

Ed Tidwell

Ed Tidwell, Mayor



ATTEST:

Lucy Aldrich
Lucy Aldrich, City Secretary

On a motion by Councilman Sullivan, seconded by Councilman Prince, the above and foregoing ordinance was passed and approved.

EXHIBIT "A"

Legal Description

40.60 ACRES OUT OF THE JAMES K. BALDWIN SURVEY (ABSTRACT NO. 609) , CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS, BEING COMPOSED OF A 16.84 ACRE TRACT CONVEYED TO G&G / PENINSULA, LP BY DEED RECORDED IN DOCUMENT NO. 2005114201, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (TCOPR), AND A 23.76 ACRE TRACT CALLED 23.72 ACRES IN A DEED TO G&G / PENINSULA, LP RECORDED IN DOCUMENT NO. 2005114202, SAID 40.60 ACRES BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a "X" in concrete found on the west side of a concrete electric transformer pad, at the northwest corner of said 16.84 acre tract, in the north right-of-way (ROW) line of American Drive; also the northeast corner of Lot 30001-C, **A RESUBDIVISION OF A PORTION OF HIGHLAND LAKE ESTATES SECTION 26 AND HIGHLAND LAKE ESTATES SECTION 30**, a subdivision recorded in Book 81, Page 358, Travis County Plat Records, for the northwest corner hereof;

THENCE S75°36'00"E 190.00 feet, with the south ROW line of American Drive, to a 1/2" steel pin with plastic orange cap set at the start of a curve;

THENCE along said ROW curve to the left with chord of N78°12'56"E 118.35 feet and radius of 60 feet, to a 1/2" steel pin found at a southerly corner of said 23.76 acre tract, for a point on curve hereof;

THENCE along said ROW curve to the left with chord of N66°05'56"W 107.89 feet and radius of 60 feet, to a 1/2" steel pin found at end of ROW curve, for corner hereof;

THENCE N75°38'49"W 189.94 feet along the north ROW of American Drive to a 1/2" steel pin found at the westerly southwest corner of said 23.76 acre tract, also the southeast corner of Lot 30078, Highland Lake Estates Section 30, a subdivision recorded in Book 81, Page 358, Travis County Plat Records, for westerly corner hereof;

THENCE N14°27'32"E 530.95 feet to a 1/2" steel pin found at the northwest corner of said 23.76 acres, also the southwest corner of a 18.23 acre tract recorded in Doc. 2003186577, TCOPR, for the northwest corner hereof;

THENCE S75°36'E 538.64 feet along the south line of said 18.23 acre tract to a submerged point in the southwest line of The Cove At Lago Vista, a subdivision recorded in Book 84, Page 163B, Travis County Plat Records, for angle point hereof;

THENCE S38°13' E 1103.20 feet to a submerged angle point in said subdivision, for angle point hereof;

EXHIBIT "A"

Legal Description (continued)

THENCE S04°52'E 570.10 feet to a submerged point on the approximate north bank of the Colorado River, at the southeast corner of said 23.76 acres, for southeast corner hereof;

THENCE S85°08'W 696.96 feet along said north bank to a submerged point at the southeast corner of said 16.84 acre tract for angle point hereof;

THENCE S85°05'35"W 707.74 feet along said north bank to a submerged point at the southeast corner of a 3.356 acre tract conveyed to Vacation Villages Association, Inc. by deed recorded in Book 12607, Page 2822, TCOPR, for southwest corner hereof;

THENCE along the east line of said 3.356 acres the following 2 courses:

- 1) N04°51'08"W 843.32 feet to a 1/2" steel pin found, for angle point;
- 2) N14°25'32"E 205.77 feet to a 1/2" steel pin found at the northeast corner of said 3.356 acre tract, for angle point hereof;

THENCE N14°21'58"E 69.15 feet along the east line of said Lot 30001-C to the **POINT OF BEGINNING**, containing 40.60 acres of land.

LAGO VISTA PLANNING AND ZONING COMMISSION
ORIGINAL STAFF LAND USE REPORT – FEBRUARY 9, 2023 / AUGUST 11, 2022



P&Z CASE NO: 22-2169-PDD-MOD: 1900 American Drive
APPLICANT: Laci Ehlers (McLean & Howard LLP)
LANDOWNER: SGB Development Corp. (David Rulien)
LOCATION: End of American Drive ± 1,300' south of Highland Lake Drive
ZONING: "Peninsula PDD" (Ordinance Number 08-08-21-02)
PROPOSED USE: PDD Use Description Amendment

GENERAL INFORMATION / LOCATION:

- American Drive is a street that winds predominately in a north-south direction through the southwest portion of Lago Vista. The extreme extents of this residential street terminate in two prominent lakefront properties. The north property is developed and referred to as the "Island on Lake Travis." This application relates to the south property which remains vacant but is referred to in the existing PDD approval as "the Peninsula." The staff has been told that it was the former location of a demolished development that predates the incorporation of the city.
- "The Peninsula" PDD was originally approved by the Lago Vista City Council in Ordinance Number 07-02-15-01 for a maximum of 225 condominium units within a development that includes the type of accessory uses normally associated with a lakeside resort. Restrictions related to the public use of some of the resort amenities were subsequently modified in Ordinance Number 08-08-21-02.
- The Planning and Zoning Commission considered an application (21-1867-PDD-MOD) at their July 8, 2021 meeting that proposed a significant reduction in the improvements, including the number of residential dwelling units. The application also sought modifications that would balance the heights of the buildings within the "condominium parcels." With six of the seven members present, the Planning and Zoning Commission forwarded a unanimous recommendation to the City Council that the change be approved.
- However, this represented an increase to the heights of the buildings on the east side of the subject property, closest to an existing residential development known as "the Cove of Lago Vista." Those property owners strenuously objected to the approval at the City Council meeting on August 5, 2021 at which the application was being considered. This caused the applicant to withdraw the application during the meeting and prior to any action by the Council.
- As a result, the prior approvals (Ordinance Number 07-02-15-01 as amended by Ordinance Number 08-08-21-02) remain intact. As explained in the letter included in the packet from the representative of the property owners, the application seeks to modify the current provisions that relate to the rental of the dwelling units within the "condominium parcels." Rentals are currently limited to thirty percent of the maximum 225 units specified in the zoning approval, although all could be offered for short-term occupancy. The proposed change would preclude the possibility of any short-term occupancy, but eliminate any restriction on long-term leases or rentals (defined as thirty days or longer by the Lago Vista zoning ordinance).

SITE PLAN / CONTEXT CONSIDERATIONS:

- The above referenced letter from the applicant's representative mentions the need to amend Section 6.4.C and Section 6.4.F of Ordinance Number 08-08-21-02. However, that appears to be a simple typographic error likely caused by the discrepancy in the Section numbers employed in the original approval (Ordinance Number 07-02-15-01) and the currently applicable approval. The correct references in Ordinance Number 08-08-21-02 are Section 4.4.C and Section 4.4.F which we have marked for convenience.
- The area surrounding the subject property south of Highland Lake Drive consists of uses that are somewhat similar in nature. Waterside Oaks Condominiums is on the west side of this portion of

American Drive while Aloha Suites of Lake Travis and the Shores of Lake Travis are on the east side. On the opposite side of the adjacent Lake Travis inlet to the east is a series of lots fronting on Highland Lake Drive and Highland Lake Loop in a subdivision platted as “the Cove of Lago Vista” and described above. While it consists primarily of single-family (R-1C) residential property, there are four R-2 (two-family) residential lots that are inconsistent with that pattern. They seem to include non-conforming attached units that span across the property lines.

RELEVANT ORDINANCE PROVISIONS / COMPREHENSIVE PLAN CONSIDERATIONS:

- The applicant requests the uses permitted in Section 4.4.C of Ordinance Number 08-08-21-02 be expanded to add “apartments” as well as “residential condominiums” to the list of approved uses. The staff does not disagree as both uses are defined separately in the Lago Vista zoning ordinance. However, we would also note that there is nothing in the ordinance that would prevent a “residential condominium” from being rented or leased for long-term occupancy any more than there is a restriction on the long-term rent or lease of a single-family residence.
- Instead, it is the language within Section 4.4.F of Ordinance Number 08-08-21-02 that necessitates this application. A permissible mechanism in a “Planned Development District” (PDD), Section 4.4.F “voluntarily” imposes a restriction on both long-term and short-term occupancy that otherwise does not exist in the zoning ordinance. The current PDD provision treats long-term and short-term occupancy as indistinguishable.
- The proposed net result of this application is to remove any restriction in the PDD for long-term leases or rentals, but to also completely eliminate the possibility of any short-term occupancy. Absent any mention in the applicable zoning approval, there is no limit on the percentage of short-term occupancy in a PDD or the CR and R-4 zoning districts. Even the current draft amendment to Section 23 of Chapter (later on this same agenda) does not contemplate any limit on the percentage of short-term occupancy for this housing form (“multifamily” dwelling units).
- The more interesting analysis is related to the change in the zoning ordinance provisions since approval of the currently applicable PDD in 2008 rather than the nature of this application. The current requirement for both a “concept and detail plan” approval was adopted by ordinance in 2020. The 2007 and 2008 PDD ordinances applicable to the subject property do not meet those current requirements, yet those entitlements nonetheless remain valid. The much more developed plans that were presented for comparison during the most recent application that was ultimately withdrawn (21-1867-PDD-MOD) were the result of an administrative site development plan review.
- As those documents propose development that have been subsequently confirmed by the staff to be substantially consistent with those PDD approvals, there is a reasonable basis for accepting them as adequate supplements to meet the current requirements for both a “concept and detail plan” approval. However, that same review is unable to meet the current requirements for a valid site development plan review. As that review is not a permit, that approval is not vested and most development ordinances have undergone substantial change in the interim.
- Perhaps most notably, that review did not include the analysis for compliance with the currently adopted version of the International Fire Code that would presumably have occurred during the subsequent building permit review. As there is only one common path of emergency egress or fire safety apparatus access (i.e. only one way in or out), there is a limit on both the area of improvements and the maximum number of dwelling units that can be permitted. Those limits vary in accordance with a number of factors (such as the inclusion of an automatic fire suppression system, more commonly referred to as fire sprinklers). Nonetheless, the maximum number of dwelling units and the total size of the development will likely be somewhat less than permitted by the current zoning entitlement (contrary to the smaller development proposed in the 2021 application that was ultimately withdrawn).

- Another new ordinance provision adopted subsequent to the most recent applicable PDD approval requires design review approval for any multifamily or non-residential development. Section 6.105 of Chapter 14 was adopted in 2019 by Ordinance Number 19-11-07-03. While the approval is an integral component of a new “concept and detail plan” PDD application and approval, that requirement remains outstanding as it relates to the subject property.
- While the required documents might have been included as part of the current application, the procedure outlined in Section 6.105(b)(2) seems preferable. It provides the opportunity for the review by the Planning and Zoning Commission (which does not require a public hearing) to benefit from the site development plan review required by Chapter 10.5. This would allow that review to incorporate compliance with the International Fire Code as it relates to the maximum area of improvements and the maximum number of dwelling units.
- In one sense, it is arguable that the Comprehensive Plan is not particularly relevant to the current proposed amendments as the land use designations within it do not distinguish between long or short-term rental units and owner occupied residences. Nonetheless, this property is currently designated as “low density residential” despite its historic use as a resort hotel prior to the incorporation of the City of Lago Vista or the adoption of either of the two earlier PDD approvals. Like a handful of other instances, it seems likely that the consultant team that prepared the Future Land Use Map were not provided a complete list of existing PDD approvals that accurately described the entitled uses. It seems appropriate to take this opportunity to correct that oversight as part of the ordinance sought by the applicant. The appropriate land use designations (before and after any potential approval of this application) are “POA Park” for parcels ‘A,’ ‘E,’ and ‘F’ and “Mixed Use” for parcels ‘B,’ ‘C’ and ‘D.’

POTENTIAL ALTERNATIVE RECOMMENDATIONS:

- A. Recommend approval of the application as meeting the requirements of a concept and detail plan, subject to the following conditions:
 - 1. the number of units and total area of the development shall be limited as required for compliance with the applicable edition of the International Fire Code at the time of the site development plan and building permit approval; and
 - 2. the land use designation for this property in the current Comprehensive Plan is erroneously inconsistent with the official zoning map that was applicable at the time of its adoption and should be amended to reflect a “POA Park” at the location of parcels ‘A,’ ‘E,’ and ‘F’ of the existing PDD ordinance and “Mixed Use” at the location of the balance of the subject property.
 - B. Recommend denial of the application for either a concept plan only approval or a concept and detail plan approval.
-

23-2314-PDD-MOD

Existing “Peninsula PDD” Amendment

Attachment 1

Application



CITY OF LAGO VISTA • DEVELOPMENT SERVICES
5803 THUNDERBIRD STREET • P.O. BOX 4727 • LAGO VISTA, TX 78645

Tel. (512) 267-5259

Fax (512) 267-5265

NOTE: Applicants should seek legal advice concerning the applicability of any existing private covenants or deed restrictions and their ability to be enforced or waived by other specific property owners.

APPLICATION FOR ZONING DISTRICT CHANGE

Contact Person: David Rulien **Fee:** See Ordinance Appendix A (non-refundable)
Contact Phone: 954-646-8457 **Contact Email:** drulien@sgblocks.com
Property Owner(s):* SGB Development Corp
Owner's mailing address: 17 State Street, Floor 19, New York, NY 10004

COMPLETE LEGAL DESCRIPTION OF SUBJECT PROPERTY

Subdivision, Section and Lot Number(s) if platted. Attach metes & bounds or equal description otherwise*
40.60 acres of land out of the James K. Baldwin Survey, Abstract 609, Travis County, Texas
(metes & bounds attached)

Municipal Address(es)* if applicable: _____

NATURE OF REQUEST

Current Zoning District(s): PDD **Requested District:** PDD

Purpose or Basis of Request* (if PDD, include whether concept and/or detail plan approval is sought):

Minor amendment to The Peninsula PDD to allow up to 100% of the condominiums to be rental units.

Additional individual(s) authorized to act on behalf of the property owner(s)* regarding this application:

Name of Agent: McLean & Howard LLP (Jeff Howard or Laci Ehlers) **Email:** lehlers@mcleanhowardlaw.com

Mailing Address: 4301 Bull Creek Road, Ste 150, Austin, TX 78731 **Phone:** 512-328-2008

NOTE: Applications must be complete including all applicable portions of this form, payment of fees and all required drawings or documentation. All applications are accepted provisionally pending a completion review. **PLEASE TAKE SPECIFIC NOTICE AND INCORPORATE OR ADDRESS ALL LOCAL ORDINANCE REQUIREMENTS IN YOUR APPLICATION.**

SGB Development Corp
[Signature]
Property Owner's signature(s)*

7-13-22

Date

***Attach additional sheets as required**

Roy Jambor

From: Laci M. Ehlers <lehlers@mcleanhowardlaw.com>
Sent: Wednesday, August 10, 2022 3:56 PM
To: Roy Jambor
Cc: Erin Selvera
Subject: Peninsula - FLUM Amendment

Roy,

Please accepted this request on behalf of SGB Development Corp, as owner of that certain 40.60 acre tract in Lago Vista locally known as The Peninsula PDD, to amend the Future Land Use Map to align with uses provided in the Peninsula PDD. We request that the amendment to the FLUM be considered by Planning & Zoning Commission and Council concurrently with the submitted PDD amendment request (City Case File No. 22-2169-PDD-MOD).

Please let me know if you need any further information.

Thank you,
Laci

Laci Ehlers

lehlers@mcleanhowardlaw.com

4301 Bull Creek Road | Ste 150
Austin, Texas 78731
512.328.2008 office
737.309.0651 direct
512.328.2409 fax
www.mcleanhowardlaw.com

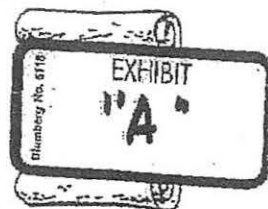
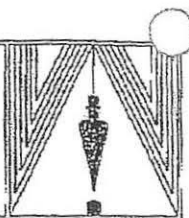


*******We've moved*****Please note our new address.**

CONFIDENTIALITY NOTICE: This communication is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient of this information, you are notified that any use, dissemination, distribution, or copying of the communication is strictly prohibited.



WATSON SURVEYING
9501 CAPITAL OF TEXAS HWY.
SUITE 303 AUSTIN, TX 78759
346-8566 FAX 346-8568



FIELD NOTES FOR 40.60 ACRES OUT OF THE JAMES K. BALDWIN SURVEY (ABSTRACT NO. 609), CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS, BEING COMPOSED OF A 16.84 ACRE TRACT CONVEYED TO G&G/PENINSULA, LP BY DEED RECORDED IN DOCUMENT NO. 2005114201, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (TCOPR), AND A 23.76 ACRE TRACT CALLED 23.72 ACRES IN A DEED TO G&G/PENINSULA, LP RECORDED IN DOCUMENT NO. 2005114202, SAID 40.60 ACRES BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a "X" in concrete found on the west side of a concrete electric transformer pad, at the northwest corner of said 16.84 acre tract, in the north right-of-way (ROW) line of American Drive, also the northeast corner of Lot 30001-C, A RESUBDIVISION OF A PORTION OF HIGHLAND LAKE ESTATES SECTION 26 AND HIGHLAND LAKE ESTATES SECTION 30, a subdivision recorded in Book 81, Page 35B, Travis County Plat Records, for the northwest corner hereof;

THENCE S75°36'00"E 190.00 feet, with the south ROW line of American Drive, to a ½" steel pin with plastic orange cap set at the start of a curve;

THENCE along said ROW curve to the left with chord of N78°12'56"E 118.35 feet and radius of 60 feet, to a ½" steel pin found at a southerly corner of said 23.76 acre tract, for a point on curve hereof;

THENCE along said ROW curve to the left with chord of N66°05'56"W 107.69 feet and radius of 60 feet, to a ½" steel pin found at end of ROW curve, for corner hereof;

THENCE N75°38'49"W 189.94 feet along the north ROW of American Drive to a ½" steel pin found at the westerly southwest corner of said 23.76 acre tract, also the southeast corner of Lot 30078, Highland Lake Estates Section 30, a subdivision recorded in Book 81, Page 35B, Travis County Plat Records, for westerly corner hereof;

THENCE N14°27'32"E 530.95 feet to a ½" steel pin found at the northwest corner of said 23.76 acres, also the southwest corner of a 18.23 acre tract recorded in Doc. 2003186577, TCOPR, for the northwest corner hereof;

THENCE S75°36'E 538.64 feet along the south line of said 18.23 acre tract to a submerged point in the southwest line of The Cove At Lago Vista, a subdivision recorded in Book 84, Page 163B, Travis County Plat Records, for angle point hereof;

THENCE S38°13'E 1103.20 feet to a submerged angle point in said subdivision, for angle point hereof;

THENCE S04°52'E 570.10 feet to a submerged point on the approximate north bank of the Colorado River, at the southeast corner of said 23.76 acres, for southeast corner hereof;

THENCE S85°08'W 696.96 feet along said north bank to a submerged point at the southeast corner of said 16.84 acre tract for angle point hereof;

THENCE S85°05'35"W 707.74 feet along said north bank to a submerged point at the southeast corner of a 3.356 acre tract conveyed to Vacation Villages Association, Inc. by deed recorded in Book 12607, Page 2822, TCOPR, for southwest corner hereof;

THENCE along the east line of said 3.356 acres the following 2 courses:

- 1) N04°51'08"W 843.32 feet to a $\frac{1}{2}$ " steel pin found, for angle point,
- 2) N14°25'32"E 205.77 feet to a $\frac{1}{2}$ " steel pin found at the northeast corner of said 3.356 acre tract, for angle point hereof;

THENCE N14°21'58"E 69.15 feet along the east line of said Lot 30001-C to the POINT OF BEGINNING, containing 40.60 acres of land.

Surveyed 1 September 2005 by:


Stuart Watson, RPLS 4550



23-2314-PDD-MOD

Existing “Peninsula PDD” Amendment

Attachment 2

Proposed Use Description Amendment / Draft Ordinance

July 13, 2022

Roy Jambor, Director
Development Services Department
City of Lago Vista
5803 Thunderbird Street
Lago Vista, Texas 78645

RE: **Zoning Amendment Application for The Peninsula Planned Development District** (the "Application") Located at the South Terminus of American Drive, Lago Vista, Texas (the "Property")

Dear Mr. Jambor:

This firm represents, and this letter is submitted on behalf of, SGB Development Corp. (the "Applicant") as the owner of the undeveloped Property in the above-referenced Application. The Property is 40.60 acres in size and is bounded by condominiums and vacation rentals to the west, undeveloped property owned by the Applicant to the north, and Lake Travis to the south and east. The Property is currently zoned as The Peninsula Planned Development District ("The Peninsula PDD") based on Ordinance No. 07-02-15-01 ("PDD Ordinance"). The purpose of this Application is to request minor amendments to The Peninsula PDD to permit apartments, increase the limitation on rental units, and limit the ability to use the units for short term rentals ("PDD Amendments").

To appropriately react to current market conditions and provide a market-rate, rental residential product to the community, the Applicant is requesting the PDD Amendments as further detailed below:

Zoning for the Condominiums Parcels – Parcels D1, D2 and D3.

- Amend Section 6.4.C to include "apartments" as a use permitted for development in the Condominium Parcels.
- Amend Section 6.4.F. to read "Up to one hundred percent (100%) of the apartments or condominiums may consist of rental units, which may not be leased for less than thirty days."

On behalf of the Applicant, we look forward to working with the City on approval of these proposed PDD Amendments. If you have any questions or comments, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,



Laci Ehlers

ORDINANCE NO. 23-03-02-0 🗳️

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING THE EXISTING PLANNED DEVELOPMENT DISTRICT KNOWN AS “THE PENINSULA” APPROVED BY ORDINANCE NO. 07-02-15-01 AND AS AMENDED BY ORDINANCE NO. 08-08-21-02 REGARDING THE LIST AND DESCRIPTION OF PERMITTED USE FOR THE “CONDOMINIUM PARCELS.”

WHEREAS, the owner of approximately 40.60 acres of land, as more particularly described in the attached Exhibit “A” (referred to hereinafter as the “Property”), has filed an application requesting an amendment to the existing Planned Development District (PDD) known as “The Peninsula” approved by Ordinance No. 07-02-15-01 and as amended by Ordinance No. 08-08-21-02; and

WHEREAS, the Property currently resides within the corporate limits of the City of Lago Vista;

WHEREAS, the amended list and description of permitted uses for the Property is set forth in Section 4 below, which modifies the designated land uses and restrictions applicable to the Property previously established in Ordinance No. 07-02-15-01 as amended by Ordinance No. 08-08-21-02, with all other aspects of the approval remaining intact; and

WHEREAS, after giving ten (10) days written notice to the owners of land in and within 200 feet of the area being rezoned, as well as having published notice to the public at least fifteen (15) days prior to the date of such hearings, the Planning and Zoning Commission and City Council each held separate public hearings on the proposed rezoning of the Property included in this Ordinance; and

WHEREAS, the Planning and Zoning Commission at its public hearing held on February 9, 2023, has reviewed the request and the circumstances of the Property, and was unable to secure a vote of a majority of the members present to recommend either that a substantial change in the circumstances of the Property, sufficient to warrant a change in the zoning of the Property has or has not transpired; and

WHEREAS, the Planning and Zoning Commission has forwarded a recommendation to the City Council in accordance with applicable regulations that does not oppose enactment of the proposed zoning change; and

WHEREAS, the City Council at its public hearing held on March 2, 2023, has reviewed the request and the circumstances of the Property, and find that a substantial change in the circumstances of the Property, sufficient to warrant a change in the zoning of the Property has transpired; and

WHEREAS, the City, by and through its legislative discretion, has adopted a comprehensive plan for the City of Lago Vista, with amendments to its Future Land Use Map including Section 6 of Ordinance No. 22-09-01-01, and having considered and reviewed such comprehensive plan, the City Council finds the rezoning approved herein is consistent with the comprehensive plan which shall not be interpreted as inconsistent with this rezoning; and

WHEREAS, the City desires that development within its corporate limits occur in an orderly manner in order to protect the health, safety, and welfare of its present and future citizens, protect property values and provide for the growth of the City's tax base; and

WHEREAS, the City desires to control the development standards for the Property, protect third party property owners in the City, and to ensure the benefits of planned development and an enhanced tax base that are achieved through rezoning the Property; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Lago Vista to adopt this Ordinance.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The Planning and Zoning Commission and City Council find that this Ordinance satisfies the requirements of Section 10 and Section 13 of the City of Lago Vista Zoning Ordinance, codified under Ordinance No. 98-04-27-03, as amended (the "Zoning Code").

Section 2. Enactment. The Zoning Code and other applicable ordinances are hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by zoning the approximately 40.60 acres of land, more particularly described in **Exhibit "A"** as an update to "The Peninsula Planned Development District" (PDD) and Ordinance No. 07-02-15-01 and Ordinance No. 08-08-21-02, with the use of individual land areas as set forth in this Ordinance.

Section 4. Zoning Requirements. All applicable use restrictions and development requirements in the existing Planned Development District" (PDD) known as "The Peninsula" as established in Ordinance No. 07-02-15-01 and Ordinance No. 08-08-21-02 shall remain intact except for the following provisions of Section 4 of Ordinance No. 08-08-21-02 which shall be repealed and re-enacted as follows:

4. Zoning for the Condominiums Parcels – Parcels D1, D2 and D3:

- C. The Condominium Parcels shall be developed only as any one or a combination of the following uses: residential condominiums or apartments, including privately owned or leased units; accessory uses as defined and limited in Item H below; and all uses specified in parcel E including parking except as limited in Item 4.L below;
 - F. Up to one hundred percent (100%) of the residential condominiums or apartments may consist of rental units, which may not be leased for less than thirty days;
24. The developer agrees to fund design and construction of all off-site improvements, including but not limited to surface improvements and widening of American Drive between the project site and Boggy Ford Road as identified in a Traffic Impact Analysis (TIA) to be completed and approved as part of the site development plan review required by Chapter 10.5 of the Lago Vista Code of Ordinances.

Section 5. Amendment of Applicable Zoning Ordinances. The zoning requirements established in this Ordinance shall apply to the Property. The comprehensive zoning requirements of the Zoning Code and all other applicable ordinances, as they may be amended by this Ordinance, shall apply to the Property. Should any conflict appear between the requirements of the zoning and development ordinances of the City of Lago Vista as compared with the requirements for the Property set forth in this Ordinance, the requirements set forth in this Ordinance shall control.

Section 6. Repealer. The Zoning Ordinance and all other applicable portions of the Lago Vista Code of Ordinances are amended as required to incorporate the amendment to “The Peninsula Planned Development District” (PDD) as described herein. Any portion of the Zoning Ordinance, Comprehensive Master Plan or any applicable ordinance in conflict with this Ordinance is hereby repealed or amended to the extent of such conflict only.

Section 7. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 8. Penalty. Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances, Section 1.109 General Penalty for Violations of Code; Continuing Violations of the City of Lago Vista, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

Section 9. Publication Clause. The City Secretary of the City of Lago Vista is hereby directed to publish in the Official Newspaper of the City of Lago Vista the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the *Texas Local Government Code*.

Section 10. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below in accordance with the provisions of the *Texas Local Government Code* and the City's Charter.

Section 11. Change of Zoning Map. The City Manager is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Lago Vista, Texas.

Section 13. Proper Notice and Meeting. 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, Texas Local Government Code*.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this ____ day of March 2023.

Ed Tidwell, Mayor

ATTEST:

Lucy Aldrich, City Secretary

On a motion by Councilman _____, seconded by Councilman _____, the above and foregoing ordinance was passed and approved.

EXHIBIT "A"

Legal Description

40.60 ACRES OUT OF THE JAMES K. BALDWIN SURVEY (ABSTRACT NO. 609) , CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS, BEING COMPOSED OF A 16.84 ACRE TRACT CONVEYED TO G&G / PENINSULA, LP BY DEED RECORDED IN DOCUMENT NO. 2005114201, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (TCOPR), AND A 23.76 ACRE TRACT CALLED 23.72 ACRES IN A DEED TO G&G / PENINSULA, LP RECORDED IN DOCUMENT NO. 2005114202, SAID 40.60 ACRES BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a "X" in concrete found on the west side of a concrete electric transformer pad, at the northwest corner of said 16.84 acre tract, in the north right-of-way (ROW) line of American Drive; also the northeast corner of Lot 30001-C, **A RESUBDIVISION OF A PORTION OF HIGHLAND LAKE ESTATES SECTION 26 AND HIGHLAND LAKE ESTATES SECTION 30**, a subdivision recorded in Book 81, Page 358, Travis County Plat Records, for the northwest corner hereof;

THENCE S75°36'00"E 190.00 feet, with the south ROW line of American Drive, to a 1/2" steel pin with plastic orange cap set at the start of a curve;

THENCE along said ROW curve to the left with chord of N78°12'56"E 118.35 feet and radius of 60 feet, to a 1/2" steel pin found at a southerly corner of said 23.76 acre tract, for a point on curve hereof;

THENCE along said ROW curve to the left with chord of N66°05'56"W 107.89 feet and radius of 60 feet, to a 1/2" steel pin found at end of ROW curve, for corner hereof;

THENCE N75°38'49"W 189.94 feet along the north ROW of American Drive to a 1/2" steel pin found at the westerly southwest corner of said 23.76 acre tract, also the southeast corner of Lot 30078, Highland Lake Estates Section 30, a subdivision recorded in Book 81, Page 358, Travis County Plat Records, for westerly corner hereof;

THENCE N14°27'32"E 530.95 feet to a 1/2" steel pin found at the northwest corner of said 23.76 acres, also the southwest corner of a 18.23 acre tract recorded in Doc. 2003186577, TCOPR, for the northwest corner hereof;

THENCE S75°36'E 538.64 feet along the south line of said 18.23 acre tract to a submerged point in the southwest line of The Cove At Lago Vista, a subdivision recorded in Book 84, Page 163B, Travis County Plat Records, for angle point hereof;

THENCE S38°13' E 1103.20 feet to a submerged angle point in said subdivision, for angle point hereof;

EXHIBIT "A"

Legal Description (continued)

THENCE S04°52'E 570.10 feet to a submerged point on the approximate north bank of the Colorado River, at the southeast corner of said 23.76 acres, for southeast corner hereof;

THENCE S85°08'W 696.96 feet along said north bank to a submerged point at the southeast corner of said 16.84 acre tract for angle point hereof;

THENCE S85°05'35"W 707.74 feet along said north bank to a submerged point at the southeast corner of a 3.356 acre tract conveyed to Vacation Villages Association, Inc. by deed recorded in Book 12607, Page 2822, TCOPR, for southwest corner hereof;

THENCE along the east line of said 3.356 acres the following 2 courses:

- 1) N04°51'08"W 843.32 feet to a 1/2" steel pin found, for angle point;
- 2) N14°25'32"E 205.77 feet to a 1/2" steel pin found at the northeast corner of said 3.356 acre tract, for angle point hereof;

THENCE N14°21'58"E 69.15 feet along the east line of said Lot 30001-C to the **POINT OF BEGINNING**, containing 40.60 acres of land.

23-2314-PDD-MOD

Existing “Peninsula PDD” Amendment

Attachment 3

Previously Approved PDD Plans / Ordinances

CITY OF LAGO VISTA, TEXAS

ORDINANCE NO. 07-02-15-01

AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING THE LAND KNOWN AS *THE PENINSULA* FROM DISTRICT "CR RESORTS" APPLICABLE TO SUCH PROPERTY IN EFFECT PURSUANT TO ORDINANCE NO 00-12-14-02 TO A "PLANNED DEVELOPMENT DISTRICT"; ESTABLISHING THE ZONING REQUIREMENTS FOR THE PLANNED DEVELOPMENT DISTRICT; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the owner of the property known as The Peninsula described hereinafter (the "Property") has requested that the Property be rezoned;

WHEREAS, after giving ten days' notice to the owners of land within two hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendations on the rezoning to the City Council;

WHEREAS, after publishing notice to the public at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

Section 1. Findings: The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Zoning Ordinances: Ordinance No. 98-04-27-03, as amended, the City of Lago Vista Zoning Ordinance (the "Zoning Ordinance" or "Code"), Ordinance No. 00-12-14-02 (the "Zoning Overlay District"), Ordinance No. 00-12-14-02 (the "Resorts Master Plan") are hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property: The Zoning Ordinance, the Zoning Overlay District, and the Marina Ordinance are hereby amended by changing the zoning district from the current zoning district of "CR Resorts" to zoning district "PDD", subject to this ordinance (this "Ordinance") for the land described as

40.60 acres of land out of the JAMES K. BALDWIN SURVEY, ABSTRACT NO. 609, in the City of Lago Vista, Travis County, Texas, being composed of a 16.84 acre tract of land conveyed to G&G/Peninsula, L.P. by warranty deed recorded in Doc. No. 2005114201, Official Public Records of Travis County, Texas, and a 23.76 acre tract of land conveyed to G&G/Peninsula, L.P., by warranty deed recorded in Doc. No. 2005114202, Official Public records of Travis County, Texas, said 40.60 acres being described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (collectively, the "Property")

The Property is accordingly hereby rezoned to Planned Development District- "PDD", with the uses as set forth in Section 4 of individual parcels identified hereinbelow.

Section 4. Amendment and Modification of Applicable Zoning Ordinances:

The zoning requirements established herein shall apply to the Planned Development District ("PDD") known as The Peninsula Planned Development. The comprehensive zoning requirements of Ordinance No. 00-12-14-02 related to a Resorts Master Plan shall be of no further force or effect as to the Property. The comprehensive zoning requirements of Ordinance No. 98-04-27-03, as amended, shall apply to each individual Parcel as identified below; provided that should any conflict appear between the requirements in the comprehensive zoning ordinance and the requirements for the individual Parcels set forth herein, the requirements set forth herein shall control. The Marina Ordinance, as amended, is hereby amended to the extent of any conflict herewith; provided that should a conflict appear between the requirements of the Marina Ordinance and the requirements herein for a marina, the requirements set forth herein control.

Section 5. Identification of Parcels within the PDD: The Property consists of the following parcels of land which are also depicted in Exhibit "B" attached hereto and incorporated herein for all purposes:

- a. Parcel A, the "Recreational Area Parcel";
- b. Parcel B, the "Dry Boat Storage Facility Parcel";
- c. Parcel C, the "Marina Parcel";
- d. Parcels D1, D2 and D3, the "Condominiums Parcels";
- e. Parcel E, the "Garden Areas Parcel"; and
- f. Parcel F, the "Cove Parcel".

Section 6. Zoning Requirements: The following zoning requirements established herein shall apply to the Parcels identified in Section 5, as follows:

1. **Zoning for the Recreational Area Parcel - Parcel A:**
 - A. Construction in Parcel A shall comply with the zoning requirements and development standards for Developed Park District P-1B except as hereinafter modified.
 - B. No off-street parking will be required for Parcel A.
 - C. The Recreational Area Parcel shall be developed exclusively for outdoor recreational areas including, specifically, tennis courts, indoor and outdoor swimming pools, children's playground, volleyball courts, and other similar conventional recreational uses associated with the project. No residential living quarters or public recreational water parks or commercial or community marina or private boat docks or slips shall be constructed on any portion of Parcel A.
 - D. The Recreational Area Parcel shall not be made available to the general public, but shall exclusively be reserved for the use of the condominium association and its members.

- E. Lighting for recreational uses shall conform to Retail Center Lighting provisions which require downcasting lights, minimum wattage, and dimming after 11:00 p.m.
 - F. Construction and operation of a snack bar shall be permitted on Parcel A.
 - G. There shall be no setback requirements in Parcel A internal to the project boundaries or between parcels except that there shall be a 25' building setback from the western property boundary of the project site.
2. Zoning for the Dry Boat Storage Facility Parcel - Parcel B:
 The Dry Boat Storage Facility Parcel shall be designed, constructed and operated subject to the following conditions:
- A. Construction in Parcel B shall comply with the zoning requirements and development standards for Commercial District C-2 except as hereinafter modified:
 - B. No off-street parking will be required for Parcel B.
 - C. Any development or use permitted on Parcel E, the Garden Areas Parcel, with the exception of parking shall be permitted on Parcel B;
 - D. The Dry Stack Boat Storage Facility Parcel shall be limited to the lesser of the following: (1) two hundred (200) dry stack slips with trailer storage facility or, (2) a number of dry stack slips equal to the total number of condominium units constructed in Parcels D1, D2 and D3.
 - E. The dry boat storage facility shall be constructed and designed in a manner clearly consistent with the architectural style of the condominium buildings.
 - F. The dry boat storage facility shall not exceed a height of 745 feet msl.
 - G. Boat loading and unloading operations shall employ fork lifts and other equipment capable of the proposed load conveyance and equipped with noise suppression equipment and quiet technologies which will yield the lowest commercially available decibel measurements.
 - H. Dry boat loading and unloading operations shall be restricted to times between the hours of 7:00 am and 10:00 pm.
 - I. The dry boat storage loading ramp shall be constructed directly between the opening of the boat storage building and the nearest appropriate location of Lake Travis as defined by the site design engineer subject to City approval.
 - J. Dry stack boat storage facilities shall not be made available to the general public, but shall exclusively be reserved for the use of the condominium association and its members. This requirement shall be codified as a deed restriction on the property.
 - K. There shall be no setback requirements in Parcel B internal to the project boundaries or between parcels except that there shall be a 25' building setback from the western property line boundary of the project site.
3. Zoning for the Marina Parcel-Parcel C:
- A. Construction in Parcel C shall comply with the zoning requirements and development standards for commercial zoning designation C-1C except as hereinafter modified:
 - B. One publicly-available parking spot shall be provided for every two publicly-available marina slips.

- C. The Marina Parcel, including any inundated lands forming part of such Parcel, shall be developed only as condominium marina, private boat docks, wet slips, and/or dockominiums.
 - D. All development of marinas and boat docks shall be subject to approval by the Lower Colorado River Authority.
 - E. Condominium Marina or Boat Docks shall mean any type of floating marina facility or boat dock as defined by the LCRA in which individual permanent floating slips are owned or available for sale or lease to individual owners of The Peninsula condominiums project only and in which common areas such as roofs, gangways, decks, anchoring facilities, and other appurtenances are owned and maintained by the Condominium Owners Association or other similar such entity.
 - F. Boat rental to the owners of the condominiums units but not to the public at large is an approved use to be located in Parcel C.
 - G. The Condominium Marina and Boat Docks shall be limited to a combined maximum of fifty (50) permanent wet slips plus the number of courtesy slips and tie-up docks appropriate for operation of the dry boat storage facility, an on-the-water restaurant, if constructed, and a boat rental facility but under no circumstances to exceed ninety-six (96) total wet slips and tie-up locations.
 - H. The Condominium Marina Parcel may include development and construction of a ship's store and a floating restaurant not to exceed 3,500 square feet in size.
 - I. The playing of music associated with operation of the floating restaurant shall be restricted based on applicable City of Lago Vista curfew and City code requirements. The playing of amplified music outdoors is prohibited after 10:00 p.m.
 - J. There shall be no marine fueling facilities constructed in Parcel C.
 - K. No more than one (1) restaurant, including restaurants serving alcoholic beverages, may be constructed at the floating marina facility. This restaurant may be open to the general public.
 - L. A floating Ship's Store may be constructed in Parcel C.
 - M. Development and construction of boat launch facilities, including ramps, appurtenances, ancillary mechanical equipment, and access driveways to provide ingress and egress to Lake Travis for watercraft shall be permitted on Parcel C.
 - N. There shall be no setback requirements in Parcel C internal to the project boundaries or between parcels except that there shall be a 25' building setback from the western property line boundary of the project site.
4. Zoning for the Condominiums Parcels - Parcels D1, D2 and D3:
- A. Construction in Parcels D1, D2 and D3 shall comply with the zoning requirements and development standards for zoning designation CR/Condominiums except as hereinafter modified:
 - B. Building exterior materials shall be limited to white limestone rock with 100 percent masonry coverage unless otherwise approved by the City Council.
 - C. The Condominium Parcels shall be developed only as any one or a combination of the following uses: residential condominiums, including privately owned or leased units; accessory uses as defined and limited in

- Item H below; and any and all uses specified in Parcel E including parking except as limited in Item 4.L below;
- D. A maximum of two hundred and twenty-five (225) units may be constructed on the combined areas of Condominium Parcels D1, D2 and D3;
 - E. All combined construction of residential and accessory uses on Parcels D1, D2 and D3 shall be subject to a maximum aggregate of two hundred and seventy thousand (270,000) square feet of heated and air-conditioned space not including the dry stack boat storage facility. If future market conditions warrant an increase in the size of the meeting and conventions facility over and above the 5,000 square feet minimum starting size, the final maximum size of the meetings and conventions facility will be up to 20,000 square feet and the final maximum size of the entire heated and air conditioned space collectively on the Condominiums Parcels, excluding the dry stack boat storage facilities, will not exceed two hundred and eighty-five thousand (285,000) square feet.
 - F. Up to thirty percent (30%) of the condominiums may consist of rental units, which, when leased nightly, weekly or monthly for a term of less than thirty days, will be subject to applicable hotel occupancy taxes due the City of Lago Vista from such use;
 - G. There shall be no use of any condominium units as time share properties.
 - H. Accessory uses shall be permitted on the Condominiums Parcels as follows: meeting room (no less than 5,000 sf total and no more than 20,000 sf total), one restaurant/bar/commercial kitchen/dining room/private club (not to exceed 6,000 sf total), health and exercise facilities (not to exceed 2,000 sf total), spa/beauty and retail shops (not to exceed 2,000 sf total), medical facilities (not to exceed 2,000 sf total), offices/lobby (not to exceed 3,000 sf total), and any and all recreational uses and facilities as permitted on Parcel A. The total area of accessory uses in Parcels D1, D2 and D3 shall not exceed in total thirty-five thousand (35,000) square feet;
 - I. Construction of accessory uses is not limited to either Zone D1, D2 or D3.
 - J. The maximum height for any structure located on Parcel D1 shall be 776 feet msl (approximately 48 feet above the maximum elevation on the tract). The maximum height for any structure located on Parcel D2 shall be 755 feet msl (approximately 26 feet above the maximum elevation on the tract). The maximum height for any structure located on Parcel D3 shall be 755 feet (approximately 26 feet above the maximum elevation on the tract).
 - K. The maximum number of stories dedicated to residential use located in Parcel D1 shall be four. The maximum number of stories dedicated to residential use located in Parcel D2 shall be two. The maximum number of stories above elevation 723 located in Parcel D3 shall be two. In addition to the residential stories, one or two parking levels may be located below the residential levels.
 - L. Surface and enclosed parking facilities may be constructed with minimum parking ratios for each use contained within Parcels D1, D2 and D3 to comply with City of Lago Vista Code as of the date of adoption of this Ordinance;

- M. Boat Launch Facilities, including ramps, appurtenances, equipment and driveways, may be constructed across Parcel D1 to provide access and ingress and egress for to-be-stored or launched personal watercraft to and from Parcel B and Parcel C.
 - N. There shall be no setback requirements in Parcels D1, D2 and D3 internal to the project boundaries or between parcels except that there shall be a 25' building setback from the western property line boundary of the project site.
5. Zoning for the Garden Areas Parcel - Parcel E:
- A. Construction in Parcel E shall comply with the zoning requirements and development standards for park zoning designation P-1B except as hereinafter modified:
 - B. The Garden Areas Parcel shall be developed only as a combination of one or more of the following uses: gardens, garden appurtenances such as gazebos and walkways, water features, driveways, entrance features, fire lanes, garbage truck access lanes, and surface parking areas limited to a maximum of 150 parking spaces.
 - C. There shall be no setback requirements in Parcel E internal to the project boundaries or between parcels except that there shall be a 25' building setback from the western property line boundary of the project site.
6. Zoning for the Cove Parcel - Parcel F:
- A. Construction in Parcel F shall comply with the zoning requirements and development standards for park zoning designation P-2 except as hereinafter modified:
 - B. The Cove Parcel shall be developed exclusively for pedestrian trails and walkways and non-structural recreational facilities such as picnic areas or volleyball. No residential living quarters or commercial or community marina or private boat docks or slips or parking areas or structural recreational facilities such as tennis courts or swimming pools shall be constructed on any portion of Parcel F. Subsurface anchoring systems required for construction of floating marina facilities located in Parcel C (the "Marina Parcel") shall be allowed in Parcel F.
 - C. No off-street parking will be required for Parcel F.
7. The City of Lago Vista shall have a public safety easement over all private streets and roadways and all easements and any greenbelts dedicated to the homeowner's association.
8. Each developed Parcel within the PDD shall be served by City of Lago Vista water and wastewater utility services. Wastewater utilities located within this Planned Development are public utilities up to the point of connection to each Tract's lot line. Water utilities are part of the public system up to the point of connection to a private service meter.
9. No street lights shall be required on private streets. Street lights shall be installed by the declarant under the to-be-formed condominium regime ("Declarant") on all new public streets constructed by Declarant, not less frequently than every

800 lineal feet. All street lights shall be downcasting type capable of dimming after 11:00 p.m.

10. Save and except in case of excavations for construction of structures, boat storage facilities and subsurface parking, cut and fill shall be limited to a maximum of 4 feet above or below grade; provided, however, that cut or fill in excess of 4 feet shall be permitted if the cut or fill slope is terraced to control erosion and sedimentation. Cut or fill in excess of 4 feet for construction of boat launching and conveyance facilities shall be permitted provided such cut or fill shall be subject to recommendations from a licensed geotechnical engineer as to safe slope stability and erosion controls.
11. No oil drilling, extraction or removal of stone, gravel, caliche, minerals, earth or other natural material for commercial purposes shall be permitted.
12. No building or other structure other than a marine structure, boat ramp or associated appurtenances may be constructed below the 681 foot mean sea level contour line of Lake Travis.
13. No barbed wire shall be allowed in the construction of any fence on the Property. Any fence, wall, hedge or other similar structure shall not exceed 6-feet in height nor be composed of a material other than 14 gauge or heavier wire or wrought iron or masonry
14. No livestock, horses or exotic animals shall be allowed on any Parcel.
16. Building Setbacks shall also serve as conservation and Non-Point Source(“NPS”) vegetative buffer strips unless otherwise designated on the Site Plan.
17. Except for conditions specifically set forth in this ordinance, the Zoning Ordinance 98-04-27-03 and other City ordinances, as amended from time to time, shall apply.
18. All of the Property shall be subject to a Critical Water Quality Zone beginning at the 681-ft contour and extending 75 feet horizontally inland.
19. Impervious cover on the property shall not exceed seventy (70) percent of the gross area of the tract located above the 681’ contour.
20. The developer agrees that a fair and objective appraisal will be performed on the area currently designated as public ROW at The Peninsula property, and that the developer will pay the City of Lago Vista the value determined in this appraisal for purchase of this public ROW area.²¹ Upon approval of this PDD document, the developer agrees to commence subdivision and final platting for the subject property. The developer further agrees to submit a site plan application with construction documents to the City of Lago Vista. No issuance of building permits for the proposed project will occur without a City of Lago Vista approved Site Plan and Final Plat. The City of Lago Vista agrees that a condominium regime will be permitted on the subject property.
22. The following facilities will be open to the public:

- Residential condominiums which may be rented out as described in Section 4.D above
 - Meeting rooms including the initial 5,000 sf and any additional meetings and convention space which is added to the project
 - On-shore restaurant including bar, dining room, outdoor decks, commercial kitchen and private club
 - Floating restaurant including bar, dining room, outdoor decks, commercial kitchen and private club
 - Ship's store at the floating marina
 - Spa/beauty facilities
 - Medical offices
 - Retail facilities
 - Easements for walking on private streets, sidewalks and common areas without use of the Parcel A recreational facilities
23. The following facilities will not be open to the public but will be reserved exclusively for condominium owners/renters and their guests:
- Residential condominiums reserved for ownership only
 - Dry stack marina
 - Floating marina slips
 - Boat rentals at the floating marina
 - Parcel A recreational facilities
 - Parcel A snack bar
 - Parcel D office facilities
 - Health and exercise areas
24. The developer agrees to fund design and construction of improvements to American Drive between the project site and Boggy Ford Road including roadway overlay and widening.
25. The developer agrees to fund design and construction of all lift station improvements at the American Drive lift station site necessary to serve increased densities at the project site. The developer will also fund design and construction of a portion of the total length of force main improvements necessary to convey wastewater effluent to the City of Lago Vista's municipal wastewater treatment system.
26. The developer agrees to fund design and construction of all water line improvements along American Drive between the project site and Highland Lake Blvd necessary to serve increased densities at The Peninsula.

Section 7. Amendment of Ordinances. Ordinance No. 98-04-27-03 and Ordinance No. 00-12-14-02 are hereby amended to add the above-described Planned Development District.

Section 8. Severability. Should any section or part of this Ordinance be held unconstitutional illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions


thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

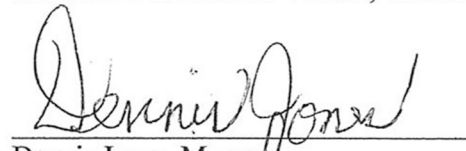
Section 9. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Tex. Gov't. Code.

PASSED AND APPROVED on this 15th day of February, 2007.

ATTEST:

THE CITY OF LAGO VISTA, TEXAS

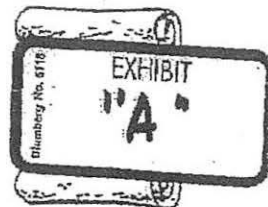
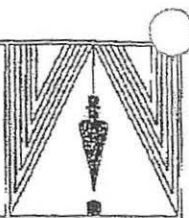

Christina Buckner, City Secretary


Dennis Jones, Mayor

On a motion by Mike Thornton, seconded by Fred Harless, the above and foregoing instrument was passed and approved.



WATSON SURVEYING
9501 CAPITAL OF TEXAS HWY.
SUITE 303 AUSTIN, TX 78759
346-8566 FAX 346-8568



FIELD NOTES FOR 40.60 ACRES OUT OF THE JAMES K. BALDWIN SURVEY (ABSTRACT NO. 609), CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS, BEING COMPOSED OF A 16.84 ACRE TRACT CONVEYED TO G&G/PENINSULA, LP BY DEED RECORDED IN DOCUMENT NO. 2005114201, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (TCOPR), AND A 23.76 ACRE TRACT CALLED 23.72 ACRES IN A DEED TO G&G/PENINSULA, LP RECORDED IN DOCUMENT NO. 2005114202, SAID 40.60 ACRES BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a "X" in concrete found on the west side of a concrete electric transformer pad, at the northwest corner of said 16.84 acre tract, in the north right-of-way (ROW) line of American Drive, also the northeast corner of Lot 30001-C, A RESUBDIVISION OF A PORTION OF HIGHLAND LAKE ESTATES SECTION 26 AND HIGHLAND LAKE ESTATES SECTION 30, a subdivision recorded in Book 81, Page 35B, Travis County Plat Records, for the northwest corner hereof;

THENCE S75°36'00"E 190.00 feet, with the south ROW line of American Drive, to a ½" steel pin with plastic orange cap set at the start of a curve;

THENCE along said ROW curve to the left with chord of N78°12'56"E 118.35 feet and radius of 60 feet, to a ½" steel pin found at a southerly corner of said 23.76 acre tract, for a point on curve hereof;

THENCE along said ROW curve to the left with chord of N66°05'56"W 107.69 feet and radius of 60 feet, to a ½" steel pin found at end of ROW curve, for corner hereof;

THENCE N75°38'49"W 189.94 feet along the north ROW of American Drive to a ½" steel pin found at the westerly southwest corner of said 23.76 acre tract, also the southeast corner of Lot 30078, Highland Lake Estates Section 30, a subdivision recorded in Book 81, Page 35B, Travis County Plat Records, for westerly corner hereof;

THENCE N14°27'32"E 530.95 feet to a ½" steel pin found at the northwest corner of said 23.76 acres, also the southwest corner of a 18.23 acre tract recorded in Doc. 2003186577, TCOPR, for the northwest corner hereof;

THENCE S75°36'E 538.64 feet along the south line of said 18.23 acre tract to a submerged point in the southwest line of The Cove At Lago Vista, a subdivision recorded in Book 84, Page 163B, Travis County Plat Records, for angle point hereof;

THENCE S38°13'E 1103.20 feet to a submerged angle point in said subdivision, for angle point hereof;

THENCE S04°52'E 570.10 feet to a submerged point on the approximate north bank of the Colorado River, at the southeast corner of said 23.76 acres, for southeast corner hereof;

THENCE S85°08'W 696.96 feet along said north bank to a submerged point at the southeast corner of said 16.84 acre tract for angle point hereof;

THENCE S85°05'35"W 707.74 feet along said north bank to a submerged point at the southeast corner of a 3.356 acre tract conveyed to Vacation Villages Association, Inc. by deed recorded in Book 12607, Page 2822, TCOPR, for southwest corner hereof;

THENCE along the east line of said 3.356 acres the following 2 courses:

- 1) N04°51'08"W 843.32 feet to a $\frac{1}{2}$ " steel pin found, for angle point,
- 2) N14°25'32"E 205.77 feet to a $\frac{1}{2}$ " steel pin found at the northeast corner of said 3.356 acre tract, for angle point hereof;

THENCE N14°21'58"E 69.15 feet along the east line of said Lot 30001-C to the POINT OF BEGINNING, containing 40.60 acres of land.

Surveyed 1 September 2005 by:


Stuart Watson, RPLS 4550





	APPROXIMATE SIZE
Ⓐ RECREATION AREA PARCEL	1.0 Ac.
Ⓑ DRY BOAT STORAGE FACILITY PARCEL	0.8 Ac.
Ⓒ MARINA PARCEL	11.6 Ac.
Ⓓ CONDOMINIUM PARCELS	6.0 Ac.
Ⓔ GARDENS PARCEL	4.3 Ac.
Ⓕ COVE PARCEL	16.9 Ac.

AREAS SUBJECT TO CHANGE FOR FINAL DESIGN AND GRADING.

THE PENINSULA
PDD ZONE MAP
JANUARY, 2007

**LOOMIS
AUSTIN** ENGINEERING, LAND SURVEYING &
ENVIRONMENTAL CONSULTING
3103 Bee Cave Road • Suite 225 • Austin Texas 78746
Phone: (512) 327-1180 • Fax: (512) 327-4062 • www.loomisaustin.com



- D. All development of marinas and boat docks shall be subject to approval by the Lower Colorado River Authority.
- E. Condominium Marina or Boat Docks shall mean any type of floating marina facility or boat dock as defined by the LCRA in which individual permanent floating slips are owned or available for sale or lease to individual owners of The Peninsula condominiums project only and in which common areas such as roofs, gangways, decks, anchoring facilities, and other appurtenances are owned and maintained by the Condominium Owners Association or other similar such entity.
- F. Boat rental to the to the public at large is an approved use to be located in Parcel C.
- G. The Condominium Marina and Boat Docks shall be limited to a combined maximum of fifty (50) permanent wet slips plus the number of courtesy slips and tie-up docks appropriate for operation of the dry boat storage facility, an on-the-water restaurant, if constructed, and a boat rental facility but under no circumstances to exceed ninety-six (96) total wet slips and tie-up locations.
- H. The Condominium Marina Parcel may include development and construction of a ship's store and a floating restaurant not to exceed 3,500 square feet in size.
- I. The playing of music associated with operation of the floating restaurant shall be restricted based on applicable City of Lago Vista curfew and City code requirements. The playing of amplified music outdoors is prohibited after 10:00 p.m.
- J. There shall be no marine fueling facilities constructed in Parcel C.
- K. No more than one (1) restaurant, including restaurants serving alcoholic beverages, may be constructed at the floating marina facility. This restaurant may be open to the general public.
- L. A floating Ship's Store may be constructed in Parcel C.
- M. Development and construction of boat launch facilities, including ramps, appurtenances, ancillary mechanical equipment, and access driveways to provide ingress and egress to Lake Travis for watercraft shall be permitted on Parcel C.
- N. There shall be no setback requirements in Parcel C internal to the project boundaries or between parcels except that there shall be a 25' building setback from the western property line boundary of the project site.

4. Zoning for the Condominiums Parcels - Parcels D1, D2 and D3:

- A. Construction in Parcels D1, D2 and D3 shall comply with the zoning requirements and development standards for zoning designation CR/Condominiums except as hereinafter modified:
- B. All building exterior materials shall be limited to white limestone rock; or masonry coverage unless otherwise approved by the City Council.
- C. The Condominium Parcels shall be developed only as any one or a combination of the following uses: residential condominiums, including privately owned or leased units; accessory uses as defined

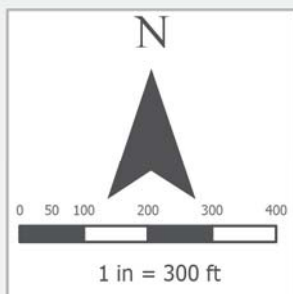
- and limited in Item H below; and any and all uses specified in Parcel E including parking except as limited in Item 4.L below;
- D. A maximum of two hundred and twenty-five (225) units may be constructed on the combined areas of Condominium Parcels D1, D2 and D3;
- E. All combined construction of residential and accessory uses on Parcels D1, D2 and D3 shall be subject to a maximum aggregate of two hundred and seventy thousand (270,000) square feet of heated and air-conditioned space not including the dry stack boat storage facility. If future market conditions warrant an increase in the size of the meeting and conventions facility over and above the 5,000 square feet minimum starting size, the final maximum size of the meetings and conventions facility will be up to 20,000 square feet and the final maximum size of the entire heated and air conditioned space collectively on the Condominiums Parcels, excluding the dry stack boat storage facilities, will not exceed two hundred and eighty-five thousand (285,000) square feet.
- F. Up to thirty percent (30%) of the condominiums may consist of rental units, which, when leased nightly, weekly or monthly for a term of less than thirty days, will be subject to applicable hotel occupancy taxes due the City of Lago Vista from such use;
- G. There shall be no use of any condominium units as time share properties.
- H. Accessory uses shall be permitted on the Condominiums Parcels as follows: meeting room (no less than 5,000 sf total and no more than 20,000 sf total), one restaurant/bar/commercial kitchen/dining room/private club (not to exceed 6,000 sf total), health and exercise facilities (not to exceed 2,000 sf total), spa/beauty and retail shops (not to exceed 2,000 sf total), medical facilities (not to exceed 2,000 sf total), offices/lobby (not to exceed 3,000 sf total), and any and all recreational uses and facilities as permitted on Parcel A. The total area of accessory uses in Parcels D1, D2, D3, and B shall not exceed in total thirty-five thousand (35,000) square feet;
- I. Construction of accessory uses is not limited to either Zone D1, D2 or D3.
- J. The maximum height for any structure located on Parcel D1 shall be 776 feet msl (approximately 48 feet above the maximum elevation on the tract). The maximum height for any structure located on Parcel D2 shall be 755 feet msl (approximately 26 feet above the maximum elevation on the tract). The maximum height for any structure located on Parcel D3 shall be 755 feet (approximately 26 feet above the maximum elevation on the tract).
- K. The maximum number of stories dedicated to residential use located in Parcel D1 shall be four. The maximum number of stories dedicated to residential use located in Parcel D2 shall be two. The maximum number of stories above elevation 723 located in Parcel D3 shall be two. In addition to the residential stories, one or two parking levels may be located below the residential levels.

23-2314-PDD-MOD

Existing “Peninsula PDD” Amendment

Attachment 4

Maps



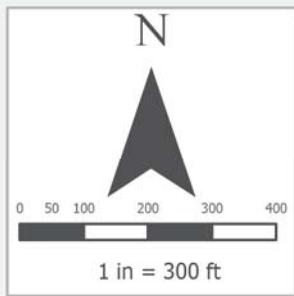
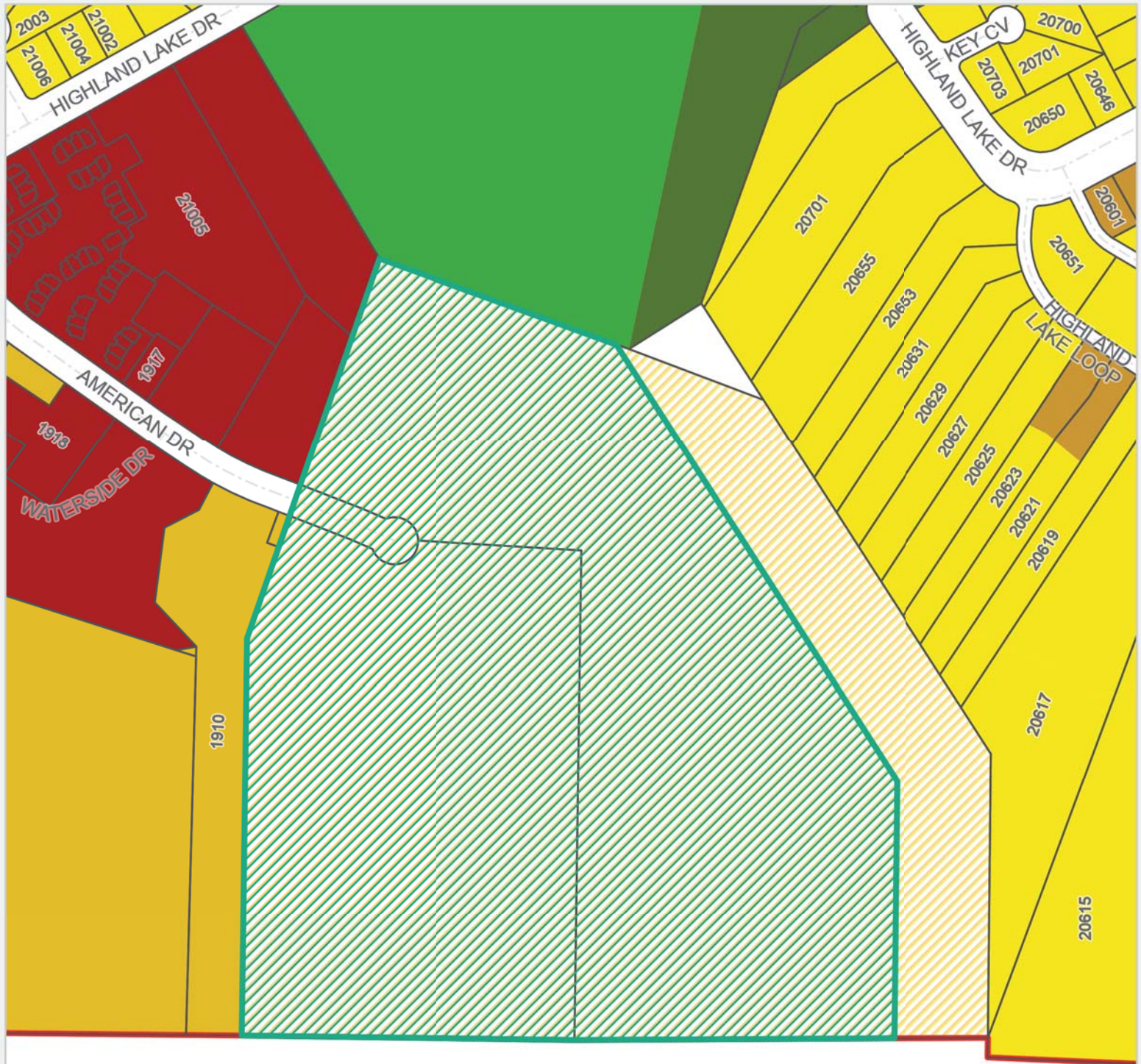
1900 American Drive

Request Type	Existing PDD Amendment	Project	23-2314-PDD-MOD
Change Request	Amend Permitted Uses	Date	01/24/2023
Map Type	Aerial Image and Topography	Drawn By	RJambor

This document is for information purposes only and is not suitable for use as the basis for a legal description or project design. It represents only the approximate location of property boundaries rather than information obtained from a field survey.

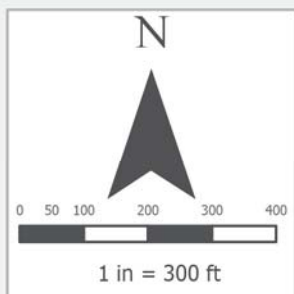
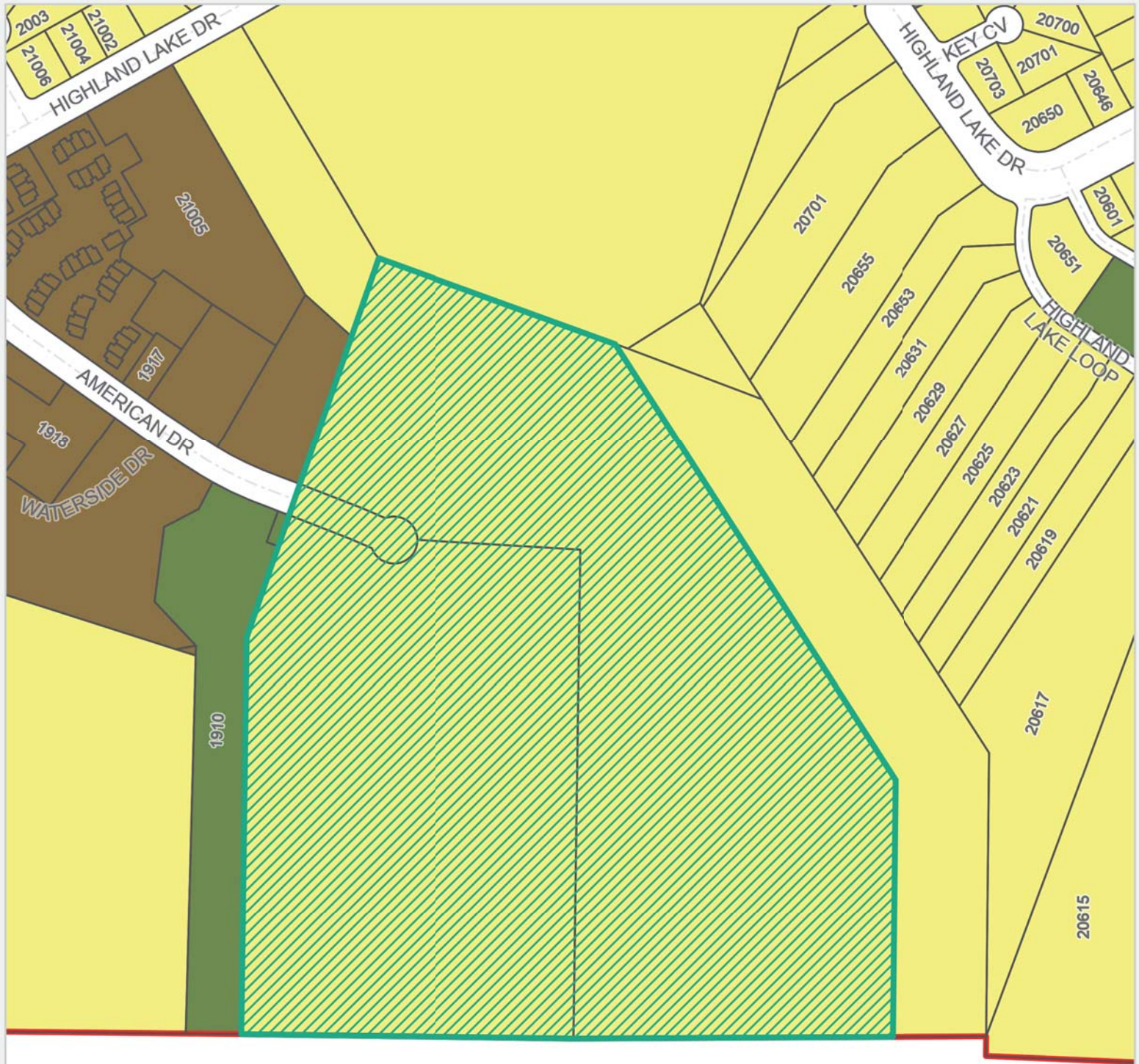
Contours

- 10 ft
- 50 ft
- Street
- ▨ Project Area
- TaxParcel
- City Limits



1900 American Drive			
Request Type	Existing PDD Amendment	Project	23-2314-PDD-MOD
Change Request	Amend Permitted Uses	Date	01/24/2023
Map Type	Existing Zoning Districts	Drawn By	RJambor
This document is for information purposes only and is not suitable for use as the basis for a legal description or project design. It represents only the approximate location of property boundaries rather than information obtained from a field survey.			

— Street	G-1
— Project Area	P-1A
— Tax Parcel	P-1C
— City Limits	PDD
Zoning Districts	
CR	R-1C
	R-1G
	R-2



1900 American Drive			
Request Type	Existing PDD Amendment	Project	23-2314-PDD-MOD
Change Request	Amend Permitted Uses	Date	01/24/2023
Map Type	Future Land Use	Drawn By	RJambor
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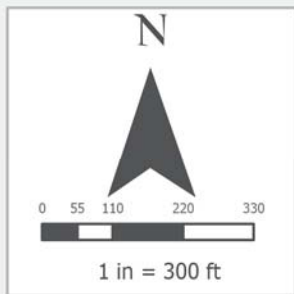
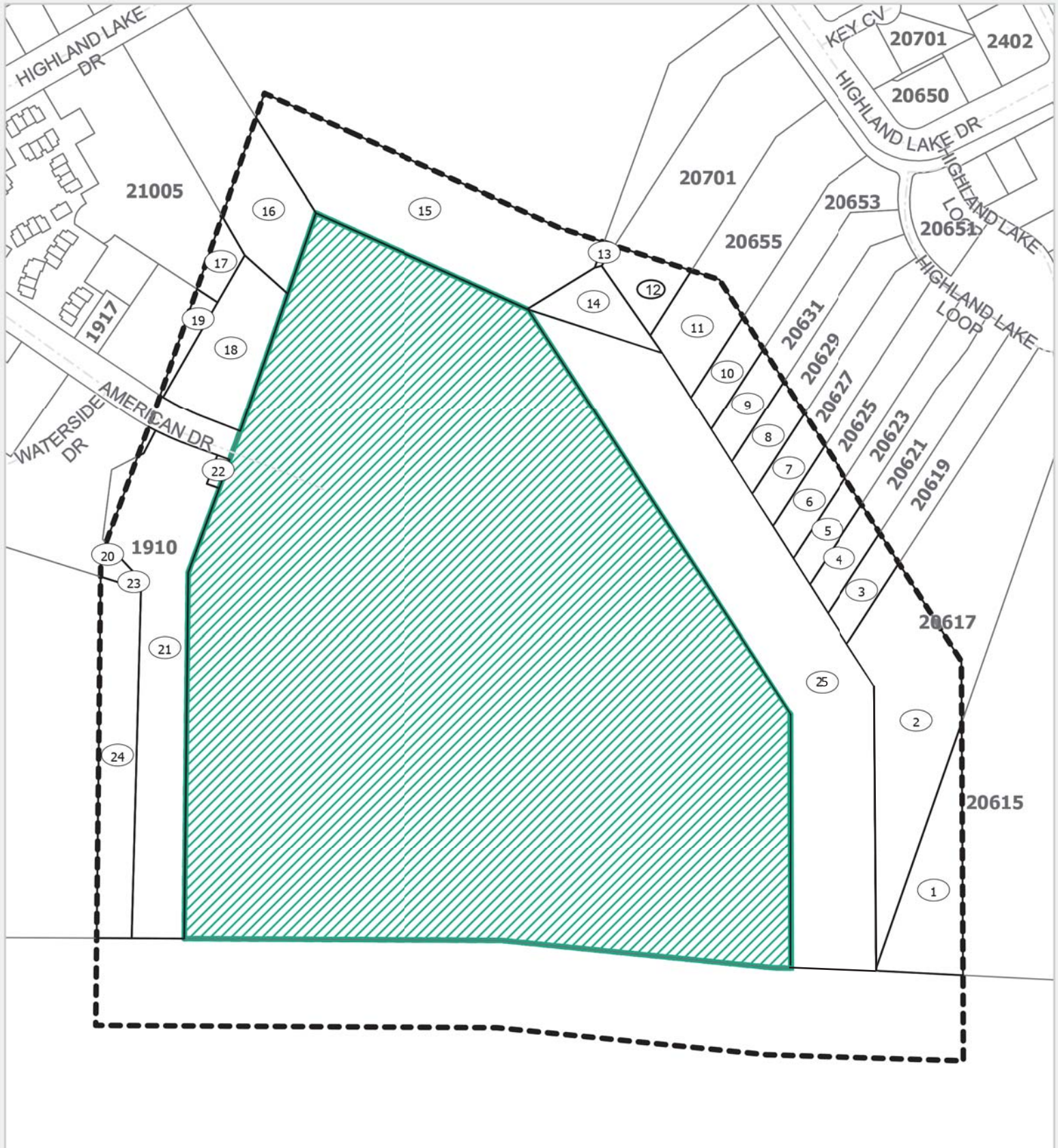
---	Street
	Project Area
	TaxParcel
	City Limits
	High Density Residential
	Low Density Residential
	POA Park

23-2314-PDD-MOD

Existing “Peninsula PDD” Amendment

Attachment 5

Notice Comments



1900 American Drive			
Request Type	Existing PDD Amendment	Project	23-2314-PDD-MOD
Change Request	Amend Permitted Uses	Date	01/24/2023
Map Type	Notification Boundary	Drawn By	RJambor
This document is for information purposes only and is not suitable for use as the basis for a legal description or project design. It represents only the approximate location of property boundaries rather than information obtained from a field survey.			

Requestor Property

200ft Notice Boundary

Street

Tax Parcels (TCAD)



Notice of Public Hearing

Project #: 23-2314-PDD-MOD

Hearing Date and Time: Thursday, February 9, 2023, at 6:30 P.M. in the Council Chambers at City Hall, 5803 Thunderbird St., Lago Vista, Texas

Project Property Location: 1900 American Drive (a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.)

200' Notification Mailing ID: 2

January 25, 2023

PIASECKI RICHARD F & JILL C
LIVING TRUST
20617 HIGHLAND LAKE LOOP
LAGO VISTA, TX 78645

The Planning and Zoning Commission will make a consideration of a recommendation regarding a requested amendment to the existing Planned Development District (PDD) approval known as "The Peninsula" regarding the list and description of permitted uses for the "Condominiums Parcels." The property is commonly referred to as 1900 American Drive and a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.

For additional information, please contact us as follows and include the above highlighted project # with all inquiries:

E-mail: development@lagovistatexas.gov
Phone Number: 512-267-5259

Please return your comments as soon as possible. Individuals who do not own property within the notification boundary or those unable to deliver written comments within the required deadline must attend the public hearing to provide input. **Please note that unexplained support or opposition is less useful to the voting members than comments with context and a specific basis.**

☐ In Favor; ☒ Opposed

Comments:

see attached

Signed:

John Rich Piasecki

This whole page may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services Dept., P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services Dept., Lago Vista City Hall 5803 Thunderbird St.

The Peninsula Project, 1900 American Drive, Lago Vista, TX

Project # 23-2314-PDD-MOD

We are **OPPOSED** to Applicant's requested amendment to the existing PDD known as 'The Peninsula'.

The "**MINOR**", "**SMALL**", "**STRAIGHT-FORWARD**" change requested by Applicant is anything but minor, small and straight-forward. What was touted by the original applicant back in 2007-2008 --- an upscale amenity-rich condominium complex --- and again in 2021 by this Applicant --- upscale market-rate condominiums, health club, marina and other amenities making Lago Vista an 'eco-chic alternative in the housing market' --- will be reduced to a stripped-down version of one- and two-bedroom units if allowed to be re-zoned for apartments. (Applicant has declined to provide information on market-rate until they complete their studies but is requesting this amendment nonetheless.) The listed amenities in the existing PDD simply don't jive with an apartment complex. The character and use of the property will be totally changed.

This request to amend the PDD to add "apartments" and delete "STR" in lieu of "LTR" is a smoke screen and not the real issue at hand. This is not about STR vs. LTR. I sincerely doubt that the Applicant is concerned about what is "right for the community" (words of Dave Rulien/SGB). Condos and apartments may be the same under the zoning ordinance, but they are very different animals. It goes much deeper than Mr. Jambor said --- having a "unit above you" as opposed to a townhouse. We are talking about owner vs. renter and the ramifications thereof.

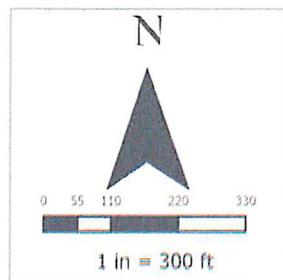
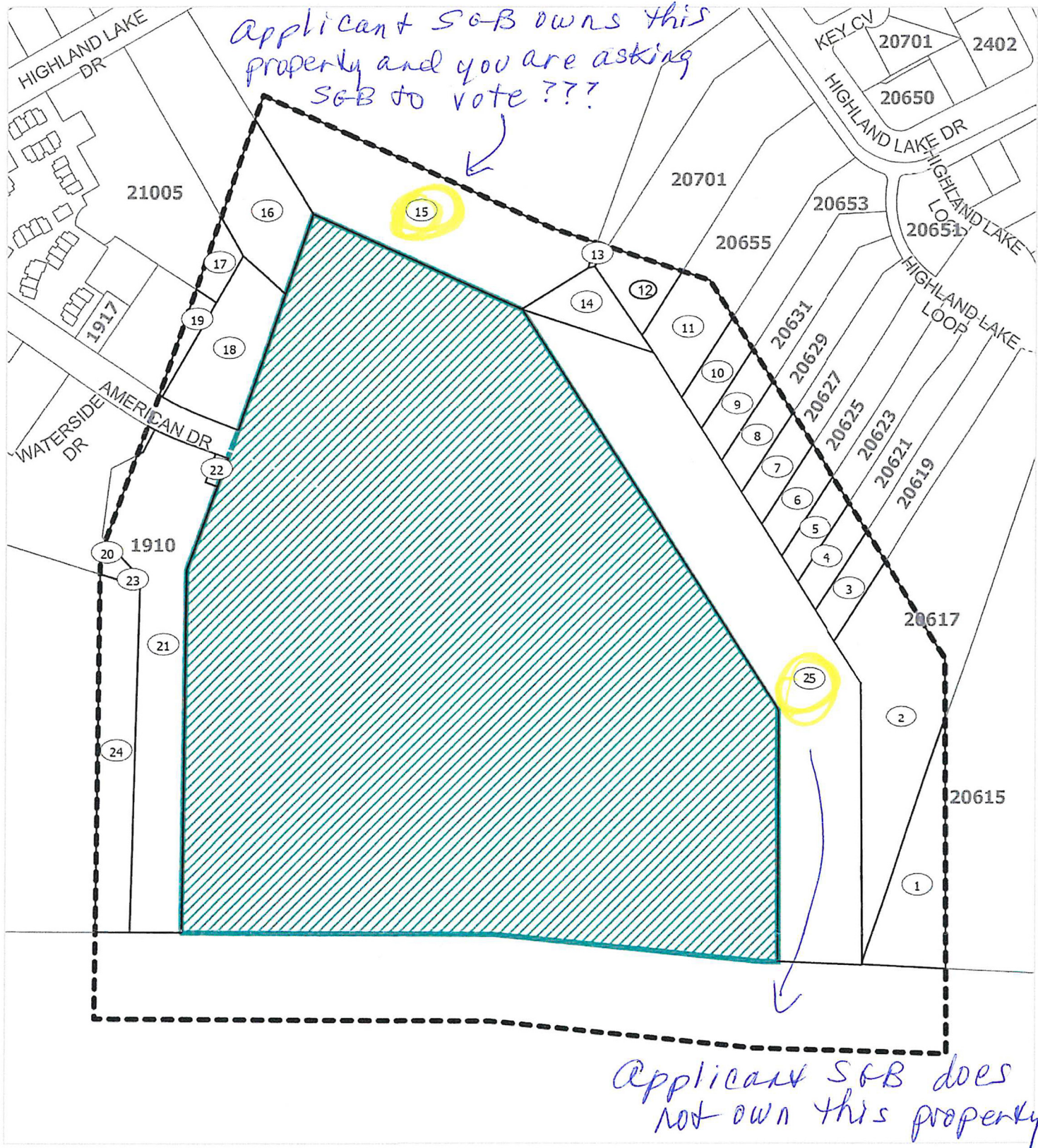
This property and its incredible location deserve better.

Thank you for listening.



Jill & Rich Piasecki

Notification Mailing ID #2



1900 American Drive

Request Type	Existing PDD Amendment	Project	23-2314-PDD-MOD
Change Request	Amend Permitted Uses	Date	01/24/2023
Map Type	Notification Boundary	Drawn By	RJambor

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- Requestor Property
- 200ft Notice Boundary
- Street
- Tax Parcels (TCAD)



Notice of Public Hearing

Project #: 23-2314-PDD-MOD

Hearing Date and Time: Thursday, February 9, 2023, at 6:30 P.M. in the Council Chambers at City Hall, 5803 Thunderbird St., Lago Vista, Texas

Project Property Location: 1900 American Drive (a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.)

200' Notification Mailing ID: 3

January 25, 2023

KARR GEORGE K IV & KAREN M
20619 HIGHLAND LAKE LOOP
LAGO VISTA, TX 78645

The Planning and Zoning Commission will make a consideration of a recommendation regarding a requested amendment to the existing Planned Development District (PDD) approval known as "The Peninsula" regarding the list and description of permitted uses for the "Condominiums Parcels." The property is commonly referred to as 1900 American Drive and a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.

For additional information, please contact us as follows and include the above highlighted project # with all inquiries:

E-mail: development@lagovistatexas.gov
Phone Number: 512-267-5259

Please return your comments as soon as possible. Individuals who do not own property within the notification boundary or those unable to deliver written comments within the required deadline must attend the public hearing to provide input. **Please note that unexplained support or opposition is less useful to the voting members than comments with context and a specific basis.**

☐ In Favor; ☒ Opposed

Comments:

would like owners that are vested in the community rather than renters with no investment in keeping the property nice over the long term.

Signed:

Syn / K Lot 13 the Cove

This whole page may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services Dept., P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services Dept., Lago Vista City Hall 5803 Thunderbird St.



Notice of Public Hearing

Project #: 23-2314-PDD-MOD

Hearing Date and Time: Thursday, February 9, 2023, at 6:30 P.M. in the Council Chambers at City Hall, 5803 Thunderbird St., Lago Vista, Texas

Project Property Location: 1900 American Drive (a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.)

200' Notification Mailing ID: 4

January 25, 2023

YATES JOHN T
20621 HIGHLAND LAKE LOOP
LAGO VISTA, TX 78645

The Planning and Zoning Commission will make a consideration of a recommendation regarding a requested amendment to the existing Planned Development District (PDD) approval known as "The Peninsula" regarding the list and description of permitted uses for the "Condominiums Parcels." The property is commonly referred to as 1900 American Drive and a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.

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E-mail: development@lagovistatexas.gov
Phone Number: 512-267-5259

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☐ In Favor; ☒ Opposed

Comments:

see attached letter

Signed:

John Yates

This whole page may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services Dept., P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services Dept., Lago Vista City Hall 5803 Thunderbird St.

Feb 5, 2023

Development Services And the Planning & Zoning Committee

Re 23-2314-PDD-MOD, The Peninsula

To whom it may concern:

I am a long term Lago Vista Resident, since August 2001.

I am against the current Zoning request in front of the P&Z Commission.

First the Developer has it listed for sale, The City should not grant zoning adjustment to allow a developer merely a greater sales profit. SGB purchased years ago and has nothing to improve the property. The city is responsible to its citizens not Developer Profits.

Second this property is worth more than being just a rental place. We should ensure private ownership in an effort to help ensure the property is maintained.

Third, We still haven't seen the traffic or fire impact study. American can not handle the traffic the their isn't really a road between Highland Lake Drive and the Peninsula, Its more of a parking lot.

Fourth the property has minimal buildable acreage. Attached is a photo of the property during the 2018 flood.



Sincerely

John Yates
John Yates

20621 Highland Lake Loop



Notice of Public Hearing

Project #: 23-2314-PDD-MOD

Hearing Date and Time: Thursday, February 9, 2023, at 6:30 P.M. in the Council Chambers at City Hall, 5803 Thunderbird St., Lago Vista, Texas

Project Property Location: 1900 American Drive (a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.)

200' Notification Mailing ID: 5

January 25, 2023

SMITH WELTON C & NANCY L FOSTER SMITH
20623 HIGHLAND LAKE LOOP
LAGO VISTA, TX 78645

The Planning and Zoning Commission will make a consideration of a recommendation regarding a requested amendment to the existing Planned Development District (PDD) approval known as "The Peninsula" regarding the list and description of permitted uses for the "Condominiums Parcels." The property is commonly referred to as 1900 American Drive and a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.

For additional information, please contact us as follows and include the above highlighted project # with all inquiries:

E-mail: development@lagovistatexas.gov
Phone Number: 512-267-5259

Please return your comments as soon as possible. Individuals who do not own property within the notification boundary or those unable to deliver written comments within the required deadline must attend the public hearing to provide input. **Please note that unexplained support or opposition is less useful to the voting members than comments with context and a specific basis.**

☐ In Favor; ☒ Opposed

Comments: *Reasons to appose:*
1. Lower property values *4. Destruction of roads*
2. Additional crime. *to Peninsula.*
3. more noise *5. Breaks our view of the lake*
Signed: *Nancy L. Smith* *6. Probably will have open door of renters and of owners.*
Welton C. Smith

This whole page may be returned as follows:

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In Person at Front Counter: Development Services Dept., Lago Vista City Hall 5803 Thunderbird St.



Notice of Public Hearing

Project #: 23-2314-PDD-MOD

Hearing Date and Time: Thursday, February 9, 2023, at 6:30 P.M. in the Council Chambers at City Hall, 5803 Thunderbird St., Lago Vista, Texas

Project Property Location: 1900 American Drive (a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.)

200' Notification Mailing ID: 7

January 25, 2023

DUNLAP KAREN JOLENE &
PECK WAYNE CODY
20627 HIGHLAND LAKE LOOP
LAGO VISTA, TX 78645

The Planning and Zoning Commission will make a consideration of a recommendation regarding a requested amendment to the existing Planned Development District (PDD) approval known as "The Peninsula" regarding the list and description of permitted uses for the "Condominiums Parcels." The property is commonly referred to as 1900 American Drive and a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.

For additional information, please contact us as follows and include the above highlighted project # with all inquiries:

E-mail: development@lagovistatexas.gov
Phone Number: 512-267-5259

Please return your comments as soon as possible. Individuals who do not own property within the notification boundary or those unable to deliver written comments within the required deadline must attend the public hearing to provide input. **Please note that unexplained support or opposition is less useful to the voting members than comments with context and a specific basis.**

☐ In Favor; ☒ Opposed

Comments:

Why not wait to see what the new owner wants to do. They may be opposed to this change. We don't think this additional change to the 2007/2008 PDD adds any value.

Signed:

Karen Jolene Dunlap & Wayne Cody

This whole page may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services Dept., P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services Dept., Lago Vista City Hall 5803 Thunderbird St.

Feb. 8, 2023

City of Lago Vista
Development Services
Planning and Zoning Committee

Re: Project 23-2314-PDD-MOD
Hearing Date and Time: Thursday, Feb. 9, 2023 at 6:30 PM
Project Property Location: 1900 American Drive
200' Notification Mailing ID: 8 **Verified**
Richard and Julie Wolf / 20629 Highland Lake Loop
Regarding item #5 on the P&Z agenda of Feb. 9, 2023

5. 23-2314-PDD-MOD: Consideration of a recommendation regarding a requested amendment to the existing Planned Development District (PDD) approval known as "The Peninsula" regarding the list and description of permitted uses for the "Condominiums Parcels." The property is commonly referred to as 1900 American Drive and a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.

As a property owner within the 200 foot radius of the proposed zoning change – we are **OPPOSED** to this request.

We are long term residents of Lago Vista, having lived at our residence for over 20 years.

We have seen many PDD proposals / modifications for the subject property 'The Peninsula' over the years. We are **OPPOSED** to the current request to modify the PDD.

Per my understanding, SGB wants to allow apartments instead of being restricted to condominiums. In my research the primary difference comes down to ownership. Apartments are never "owned" by the residents, they are owned by corporations. This would certainly change the resulting development - which was originally marketed as an upscale amenity rich condominium complex - complete with health spa, marina, restaurants and other amenities to make it a destination on the north shore of Lake Travis.

The Peninsula PDD has undergone revision after revision. Each time a new owner comes into play, there are changes. SGB has tried to sell this property multiple times since they withdrew their original PDD modification / application and abruptly left the City Council meeting on Aug. 5, 2021. Currently SGB has this property set to be auctioned off.

I believe we should spare Planning and Zoning, the City Council, and residents of Lago Vista the extra work and confusion that will be added to an already multi-layer of changes in this PDD. It will certainly be modified again once the auction has been completed and there is a new owner. Let the new owner come up with their vision for the property and make application for amendment as they see appropriate.

Regards,

Julie and Richard Wolf / 20629 Highland Lake Loop / Lago Vista, TX



Notice of Public Hearing

Project #: 23-2314-PDD-MOD

Hearing Date and Time: Thursday, February 9, 2023, at 6:30 P.M. in the Council Chambers at City Hall, 5803 Thunderbird St., Lago Vista, Texas

Project Property Location: 1900 American Drive (a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.)

200' Notification Mailing ID: 10

January 25, 2023

LADNER GARY L & LYND A S
20653 HIGHLAND LAKE LOOP
LAGO VISTA, TX 78645

The Planning and Zoning Commission will make a consideration of a recommendation regarding a requested amendment to the existing Planned Development District (PDD) approval known as "The Peninsula" regarding the list and description of permitted uses for the "Condominiums Parcels." The property is commonly referred to as 1900 American Drive and a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.

For additional information, please contact us as follows and include the above highlighted project # with all inquiries:

E-mail: development@lagovistatexas.gov
Phone Number: 512-267-5259

Please return your comments as soon as possible. Individuals who do not own property within the notification boundary or those unable to deliver written comments within the required deadline must attend the public hearing to provide input. **Please note that unexplained support or opposition is less useful to the voting members than comments with context and a specific basis.**

☐ In Favor; ☒ Opposed

Comments:

We do not think that this change is necessary. The current owner has made it known that they plan to sell the property. Last notice in The American Statesman says an on-line auction will happen in the near future. Why not wait to see what the next owner wants? This does not have to be added to the 2007/2008 PDD to muck more things up. It adds no value.

Signed: Lynda S Ladner Gary L Ladner

This whole page may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services Dept., P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services Dept., Lago Vista City Hall 5803 Thunderbird St.



Notice of Public Hearing

Project #: **23-2314-PDD-MOD**

Hearing Date and Time: Thursday, February 9, 2023, at 6:30 P.M. in the Council Chambers at City Hall, 5803 Thunderbird St., Lago Vista, Texas

Project Property Location: 1900 American Drive (a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.)

200' Notification Mailing ID: 18, 19, 20, 21

January 25, 2023

VACATION VILLAGES ASSOCIATION
% VACATION RESORTS
25510 COMMERCENTRE DR # 100
LAKE FOREST, CA 92630

The Planning and Zoning Commission will make a consideration of a recommendation regarding a requested amendment to the existing Planned Development District (PDD) approval known as "The Peninsula" regarding the list and description of permitted uses for the "Condominiums Parcels." The property is commonly referred to as 1900 American Drive and a legal description of the 40.60-acre tract under consideration is available upon request from the City of Lago Vista.

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E-mail: development@lagovistatexas.gov
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☐ In Favor; ☒ Opposed

Comments: Please see the attached letter.

Signed: 

This whole page may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services Dept., P.O. Box
4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services Dept., Lago Vista City Hall
5803 Thunderbird St.



February 25, 2023

Dear Mayor and Lago Vista City Council Members:

The Board of Directors for the Shores at Lake Travis represent 2,346 owners for a Homeowner's Association timeshare property that has been in existence for 40 years. The Shores would be the closest neighbor to the proposed project and the most impacted as the Association property and living units are situated on both sides of American Drive immediately west of the proposed development. The Board is unanimously opposed to the proposed PDD modifications of the existing ordinance.

Chelsea Sibiglia is the Manager for the Shores at Lake Travis representing The Shores at Lake Travis HOA and is authorized to speak or send communications on our behalf.

Jeff Scruggs

President

Shores at Lake Travis Homeowners Association



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: The Lago Vista City Council will hold a public hearing and consider Ordinance 23-04-06-01; an Ordinance of the City Council of Lago Vista, Texas amending Section 1.12, Section 2.15, and Section 4.21 of Chapter 10 of the Lago Vista Code of Ordinances to amend the maximum number of lots that can be included in a preliminary subdivision plat without prior approval of a concept plan, and to clarify what divisions of property are considered lots for the purpose of that requirement.

BACKGROUND: Following a preliminary subdivision plat considered by the Planning and Zoning Commission at their regular meeting on October 13, 2022, it was observed by the City Council that there were divisions of property shown on a plat that were not commercial or residential building sites that were nonetheless identified on that plat. Several were private drives, but others were separated from some of the adjacent property to prevent them from being considered “flag lots.”

These divisions of property have been historically included on approved plats within the jurisdiction with a variety of labels such as “private drive,” “tracts,” or less commonly “blocks” Regardless of these occasionally ambiguous labels or any specific notes on the plat that may preclude or restrict their use as a building site, they are otherwise indistinguishable from the balance of the property divisions that are intended as lots to accommodate commercial or residential buildings.

As a result, it was unclear what divisions of property are to be included in determining whether a subdivision concept plan approval is required as a prerequisite to a preliminary plat.

Moreover, as the zoning ordinance is amended to include minimum lot area and dimensions for each zoning district, it needs to also be clear that those requirements are only applicable to building sites.

During discussions with the Council, it was also mentioned that a smaller number of building sites might be appropriate to

mandate the requirement for a subdivision concept plan approval as a prerequisite for a preliminary plat application. It was suggested the mandate be applicable to as few as half of the current requirement of twenty building sites or lots.

FINDINGS:

All the above issues were addressed in a draft amendment that was advertised for a public hearing and considered by the Planning and Zoning Commission at their regular meeting on March 9, 2023. Five of the seven members were present and unanimously voted to recommend adoption of the proposed ordinance amendment.

See Ordinance recitals that assert that the changes are warranted.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Enact the recommended ordinance amendment.

ATTACHMENTS:

[Ordinance](#)

ORDINANCE NO. 23-04-06-01

AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, AMENDING SECTION 1.12, SECTION 2.15, AND SECTION 4.21 OF CHAPTER 10 OF THE LAGO VISTA CODE OF ORDINANCES TO AMEND THE MAXIMUM NUMBER OF LOTS THAT CAN BE INCLUDED IN A PRELIMINARY SUBDIVISION PLAT WITHOUT PRIOR APPROVAL OF A CONCEPT PLAN, AND TO CLARIFY WHAT DIVISIONS OF PROPERTY ARE CONSIDERED LOTS FOR THE PURPOSE OF THAT REQUIREMENT.

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 requirements and procedures relating to the approval of subdivision plats within Chapter 10 of the Code of Ordinances; and

WHEREAS, the City Council, staff, and members of the Planning and Zoning Commission had become aware of potential ambiguity regarding the divisions of property within a proposed subdivision plat that are considered lots subject to minimum area and dimension requirements or that would mandate prior approval of a subdivision concept plan; and

WHEREAS, the City Council also requested that the Planning and Zoning consider reducing the number of lots that would mandate prior approval of a subdivision concept plan; and

WHEREAS, the Planning and Zoning Commission of the City of Lago Vista has undertaken a review of those regulations and subsequently conducted a public hearing concerning those regulations at their regular meeting of March 9, 2023; and

WHEREAS, the Planning and Zoning Commission of the City of Lago Vista has forwarded a recommendation to the City Council to amend those requirements contained Section 1.12, Section 2.15, and Section 4.21 of Chapter 10 of the Lago Vista Code of Ordinances as described below; and

WHEREAS, the City Council at its public hearing to consider this ordinance amendment held on April 6, 2023, reviewed the recommendation, and found the changes to be warranted; and

WHEREAS, the City Council desires to amend 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 OF FACT. 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. AMENDMENT. The City Council of the City of Lago Vista, Texas, does hereby amend various sections of Chapter 10 of the Lago Vista Code of Ordinances as shown in **Exhibit “A.”**

SECTION 3. REPEALER. 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.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this ____ day of April 2023.

Ed Tidwell, Mayor

ATTEST:

Lucy Aldrich, City Secretary

On a motion by Councilman _____, seconded by Councilman _____, the above and foregoing ordinance was passed and approved.

EXHIBIT “A”

CHAPTER 10

SUBDIVISION REGULATION

1.12 Definitions

For the purpose of this Ordinance, certain terms and words are hereby defined; terms not defined herein shall be construed in accordance with customary usage in municipal planning and engineering practices.

Extraterritorial jurisdiction (ETJ): That territory outside the corporate limits of the City which is within the jurisdiction of the City by virtue of the Municipal Annexation Act, Chapter 42, Texas Local Government Code or which is subject to the City’s authority due to an agreement with another municipality.

Flag Lot: An existing or proposed division of property that abuts a street only by means of a strip of land that does not comply with the requirements of this chapter or the zoning ordinance for minimum lot width. For one-or two-family residential development, a flag lot shall also include any lot that does not allow the width of the principal structure to be visible and oriented approximately parallel to the street frontage.

Flood: A general and temporary condition of partial or complete inundation of normally dry land areas from the unusual and rapid accumulation or runoff of surface waters from any source.

Living unit equivalent (LUE): An LUE is the typical water or wastewater flow that would be produced by a single family. For nonresidential uses, flows based on design data should be calculated and converted to LUEs.

Lot:

- (a) A division of real property with a unique designation shown on a plat, record of survey, parcel map, or subdivision map recorded in the office of the Travis County Clerk (also see Sections 2.15 and 4.21 below); or
- (b) A division of real property established by a provision of the Lago Vista zoning ordinance, subdivision regulations, or applicable state statutes.

Lot area: The total area within the boundaries of the lot excluding any street rights-of-way.

Lot, corner: A lot or parcel of land abutting upon two (2) or more streets at their intersection, or upon two (2) parts of the same street forming an interior angle of less than one hundred thirty-five (135) degrees.

2.15 Concept Plan

- (a) Purpose. The purpose of the Concept Plan (Plan) is to demonstrate conformance with the Comprehensive Plan, compatibility of the proposed development with this and other applicable City ordinances, and the coordination of improvements within and among individually platted divisions of property, sections, or phases of a development, prior to the consideration of a Preliminary Plat.
- (1) A Plan shall be required for all subdivisions of land that propose ten (10) or more lots, except for subdivisions eligible for approval as an Amending Plat, and any property designated as a Planned Development District (PDD) on the official Lago Vista zoning map. For the purposes of determining whether a concept plan is required, the divisions of property to be included in the total number of lots, regardless of the designation used on the plat, shall be limited to those that allow residential and commercial buildings or structures, and shall not include divisions of property on which commercial and residential structures are precluded by language on the proposed plat or by applicable regulations. For example, private drives or streets and common lots preserved as open space shall not be included in the total regardless of how they might be designated on a proposed plat.
- (2) It shall not be necessary to submit a Plan on any land more than once, unless the concept changes, or approval of the Plan has expired, as set forth in subsection 2.15(i) below.

4.21 Lots

- (a) Area Requirements. Within the corporate limits of the City the required lot area, width, setback line, side yard and rear yard requirements shall conform to the zoning ordinance based on the zoning of the property. However, divisions of property on which commercial and residential structures are precluded by language on the proposed plat are exempt from such requirements regardless of the existing zoning district. The minimum lot size in the City's extraterritorial jurisdiction shall be dependent upon the availability of Central Sewage Disposal System service. Lots in the extraterritorial jurisdiction that are to be served by the central sewage system shall have a minimum of nine thousand six hundred (9,600) square feet. Lots to be served by septic systems shall have a minimum of one acre and conform to the Lower Colorado River Authority regulations based on soil classification and tests.

- (g) Absent a subdivision variance approved in advance by the Planning and Zoning Commission, flag lots shall be prohibited from being included on a proposed plat for use as a building site.

CHAPTER 10

SUBDIVISION REGULATION

1.12 Definitions

For the purpose of this Ordinance, certain terms and words are hereby defined; terms not defined herein shall be construed in accordance with customary usage in municipal planning and engineering practices.

Extraterritorial jurisdiction (ETJ): That territory outside the corporate limits of the City which is within the jurisdiction of the City by virtue of the Municipal Annexation Act, Chapter 42, Texas Local Government Code or which is subject to the City's authority due to an agreement with another municipality.

Flag Lot: An existing or proposed division of property that abuts a street only by means of a strip of land that does not comply with the requirements of this chapter or the zoning ordinance for minimum lot width. For one-or two-family residential development, a flag lot shall also include any lot that does not allow the width of the principal structure to be visible and oriented approximately parallel to the street frontage.

Flood: A general and temporary condition of partial or complete inundation of normally dry land areas from the unusual and rapid accumulation or runoff of surface waters from any source.

Living unit equivalent (LUE): An LUE is the typical water or wastewater flow that would be produced by a single family. For nonresidential uses, flows based on design data should be calculated and converted to LUEs.

Lot: ~~Either:~~

- (a) A ~~parcel~~ division of real property ~~shown as a distinct and separate parcel~~ with a unique designation ~~shown~~ on a plat, record of survey, parcel map, or subdivision map recorded in the office of the Travis County Clerk (also see Sections 2.15 and 4.21 below); or
- (b) A ~~parcel~~ division of real property ~~exempted from the requirement to plat under~~ established by a provision of the Lago Vista zoning ~~or ordinance~~, subdivision regulations, or applicable state statutes.

Lot area: The total area within the ~~lot lines~~ boundaries of the lot excluding any street rights-of-way.

Lot, corner: A lot or parcel of land abutting upon two (2) or more streets at their intersection, or upon two (2) parts of the same street forming an interior angle of less than one hundred thirty-five (135) degrees.

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- (a) Purpose. The purpose of the Concept Plan (Plan) is to demonstrate conformance with the Comprehensive Plan, compatibility of the proposed development with this and other applicable City ordinances, and the coordination of improvements within and among individually platted ~~parcels~~ divisions of property, sections, or phases of a development, prior to the consideration of a Preliminary Plat.
- (1) A Plan shall be required for all subdivisions of land that propose ~~to subdivide the land into at least twenty (20)~~ ten (10) or more lots, except for subdivisions eligible for ~~the approval as an Minor Plats procedure or the Amending Plats procedure Plat, Lot Consolidations, subdivisions that do not require Construction Plans,~~ and any property ~~zoned~~ designated as a Planned Development District (PDD) on the official Lago Vista zoning map. For the purposes of determining whether a concept plan is required, the divisions of property to be included in the total number of lots, regardless of the designation used on the plat, shall be limited to those that allow residential and commercial buildings or structures, and shall not include divisions of property on which commercial and residential structures are precluded by language on the proposed plat or by applicable regulations. For example, private drives or streets and common lots preserved as open space shall not be included in the total regardless of how they might be designated on a proposed plat.
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- (g) ~~Absent a subdivision variance approved in advance by the Planning and Zoning Commission, Flag flag lots shall be prohibited from being created included on a proposed plat for use as a building site, a subdivision variance can be filed as needed.~~



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Tracie Hlavinka, City Manager

SUBJECT: Discussion, consideration and possible action approving Resolution 23-1994; "A Resolution by the City Council of the City of Lago Vista, Texas, Providing for a Public Hearing and Notice of Intent to Issue Special Assessment Revenue Bonds, Series 2023 (Tessera on Lake Travis Public Improvement District Improvement Area #3 Project) as Required by the City's Home Rule Charter; Providing an Effective Date; and Containing Other Matters Relating to the Subject".

BACKGROUND: Tessera on Lake Travis Public Improvement District (Tessera PID) was created in 2012 and was designed to be built out in phases.

FINDINGS: The developer is prepared to begin Phase #3 of the Improvement Area and is seeking the issuance of Special Assessment Revenue Bonds. This item requests that the City Council pass and approve the attached Resolution, which authorizes the publication of a notice (the "Notice") of a public hearing with respect to the issuance of the City of Lago Vista, Texas Special Assessment Revenue Bonds, Series 2023 (Tessera on Lake Travis Public Improvement District Improvement Area #3 Project) (the "Bonds"), as required by the City's Home Rule Charter. On the City Council's approval, the Notice, a form of which is attached as Exhibit "A" to the Resolution, will be published once a week for three consecutive weeks in a newspaper of general circulation in the City. The public hearing to authorize the issuance of the Bonds is expected to be held at 6:30 p.m. on May 18, 2023 at Lago Vista City Hall.

It is anticipated that, on May 4, 2023, the Council will consider for approval the form and content of the Preliminary Limited Offering Memorandum (the "PLOM") related to the Bonds and authorize the PLOM to be used and distributed by FMSbonds, Inc. (the "Underwriter") to investors in connection with the marketing and sale of the Bonds. Later next month, in conjunction with the City Council's consideration of the Bond

Ordinance authorizing the issuance and sale of the Bonds, and after notice and a public hearing, City staff will bring forward a proposed ordinance levying special assessments on land in the Tessera on Lake Travis PID, approving the final Service and Assessment Plan (SAP), and approving the final Assessment Roll.

Staff will continue to work with Bond Counsel, the City's Financial Advisor, and the developer to bring required items before Council with the desired end result of the Bonds closing on June 13, 2023. Bond Counsel and the City's Financial Advisor will be in attendance at the April 6th Council Meeting to answer questions.

FINANCIAL IMPACT:

There is no fiscal impact to scheduling a public hearing on the notice of intent to issue special assessment revenue bonds.

ATTACHMENTS:

[Resolution](#)

[Notice of Public Hearing and Intent to Issue Special Assessment Revenue Bonds](#)

[Presentation](#)

RESOLUTION NO. 23-1994

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, PROVIDING FOR A PUBLIC HEARING AND NOTICE OF INTENT TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (TESSERA ON LAKE TRAVIS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT) AS REQUIRED BY THE CITY'S HOME RULE CHARTER; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, this City Council deems it advisable to give notice of a public hearing with respect to the issuance of special assessment revenue bonds of the City of Lago Vista, Texas (the "City"), as hereinafter provided; and

WHEREAS, it is officially found and determined that the meeting at which this Resolution has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended; Now, therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LAGO VISTA:

Section 1. Form of Notice. Attached hereto as Exhibit "A" is a form of Notice of Public Hearing (the "Notice"), the form and substance of which is hereby adopted and approved.

Section 2. Public Hearing and Notice. The City Council shall conduct a public hearing with respect to the issuance of the City of Lago Vista, Texas Special Assessment Revenue Bonds, Series 2023 (Tessera on Lake Travis Public Improvement District Improvement Area #3 Project) as described in the Notice at its meeting to be held on the date and at the time and place set forth in the Notice, such hearing to be held prior to action by the City Council authorizing the issuance of such special assessment revenue bonds. Notice of such public hearing, information and content substantially as set forth in the Notice shall be published once a week for three consecutive weeks in a newspaper of general circulation in the City.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption. The Mayor and City Secretary are hereby authorized and directed to execute this Resolution on behalf of the City and to do any and all things proper and necessary to carry out the intent of this Resolution including approving appropriate changes to the Notice.

PASSED, APPROVED AND EFFECTIVE this April 6, 2023.

Mayor, City of Lago Vista, Texas

ATTEST:

City Secretary, City of Lago Vista, Texas

[SEAL]

EXHIBIT A

CITY OF LAGO VISTA, TEXAS NOTICE OF PUBLIC HEARING AND INTENT TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (TESSERA ON LAKE TRAVIS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)

NOTICE IS HEREBY GIVEN that the City Council of the City of Lago Vista, Texas (the "City"), intends to issue its Special Assessment Revenue Bonds, Series 2023 (Tessera on Lake Travis Public Improvement District Improvement Area #3 Project) (the "Improvement Area #3 Bonds") for the purpose of paying a portion of the costs of public improvements for Improvement Area #3 within the Tessera on Lake Travis Public Improvement District (the "District"). The City will conduct a public hearing at its meeting to commence at 6:30 p.m. on May 18, 2023, expected to be held at the Lago Vista City Hall, 5803 Thunderbird, Lago Vista, Texas, on the issuance by the City of the Improvement Area #3 Bonds. The following information is included in this Notice pursuant to Sections 8.10 and 8.11 of the City's Home Rule Charter: (i) the relevant statutory provisions providing for a petition and election: none; (ii) the time, date and place at which the ordinance authorizing the issuance of the Improvement Area #3 Bonds is planned to be authorized: at the meeting of the City Council to commence at 6:30 p.m. on May 18, 2023, at the Lago Vista City Hall, 5803 Thunderbird, Lago Vista, Texas; (iii) the manner and funding source proposed for the payment of the Improvement Area #3 Bonds is a continuing pledge of revenues consisting primarily of special assessments levied against the benefited properties within Improvement Area #3; (iv) the maximum principal amount of the Improvement Area #3 Bonds to be issued is \$22,000,000; and (v) the purpose for which the Improvement Area #3 Bonds will be issued is to provide funds for payment of a portion of the costs of construction, acquisition or purchase of certain water, wastewater, drainage, roadway and landscaping improvements for benefited properties within Improvement Area #3, pay costs associated with issuing the Improvement Area #3 Bonds, and to pay estimated costs for the first year annual collections cost.



Tessera PID Bond Financing Consolidated
April 6, 2023

Public Improvement Districts

Possible Transaction Participants / Process Timeline



Overview of PID Bond Financing Team

Issuer Financing Team:

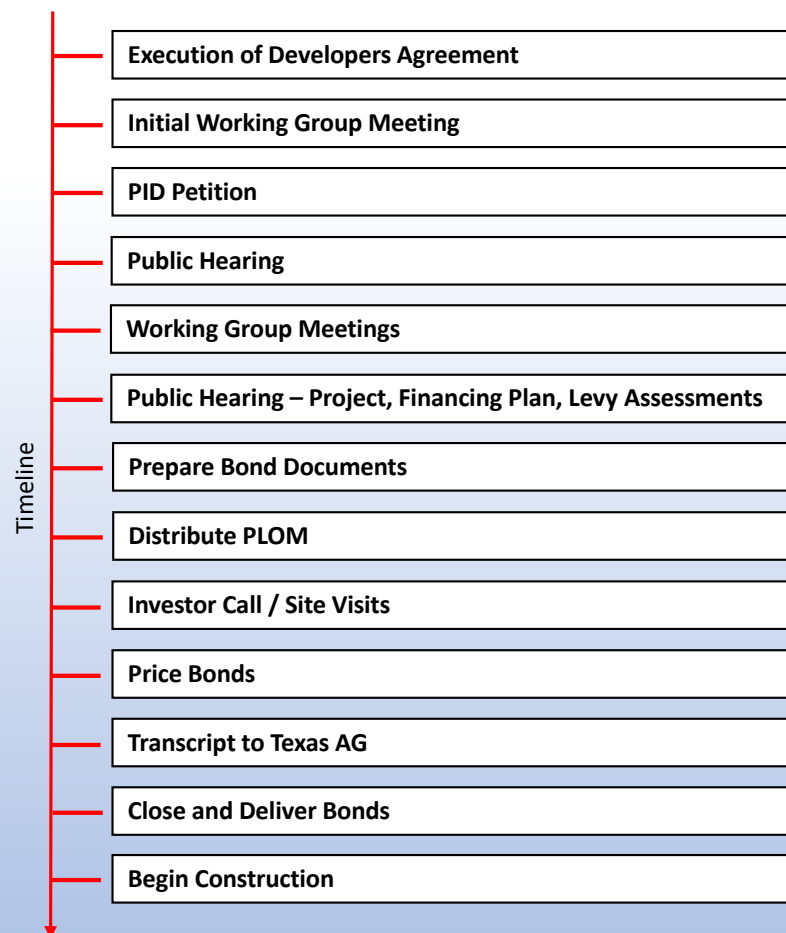
City / County Staff
City Attorney*
Bond Counsel*
Financial Advisor*
Appraiser*
Assessment Administrator*

Investor Financing Team:

Underwriter*
Underwriter's Counsel
Trustee*
Trustee's Counsel

Developer Financing Team:

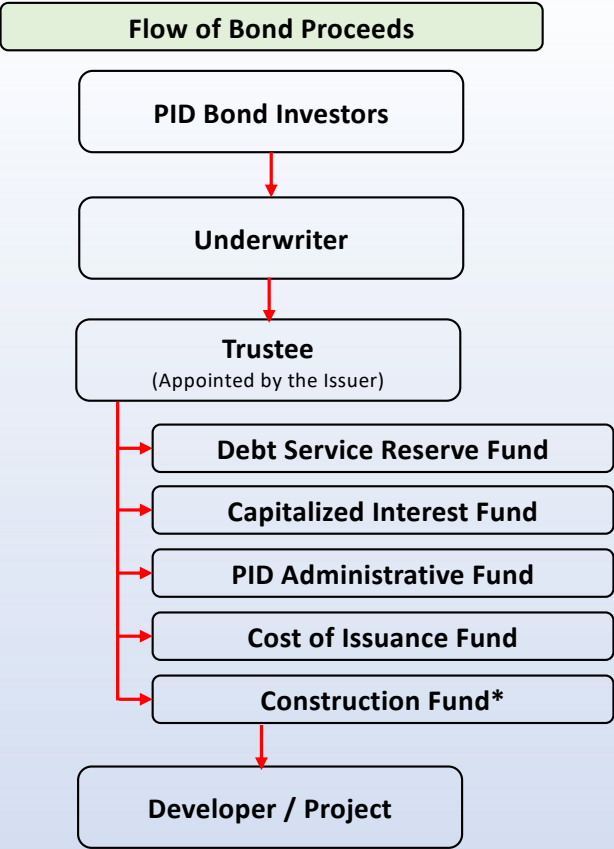
Developer
Developer's Counsel
Engineer



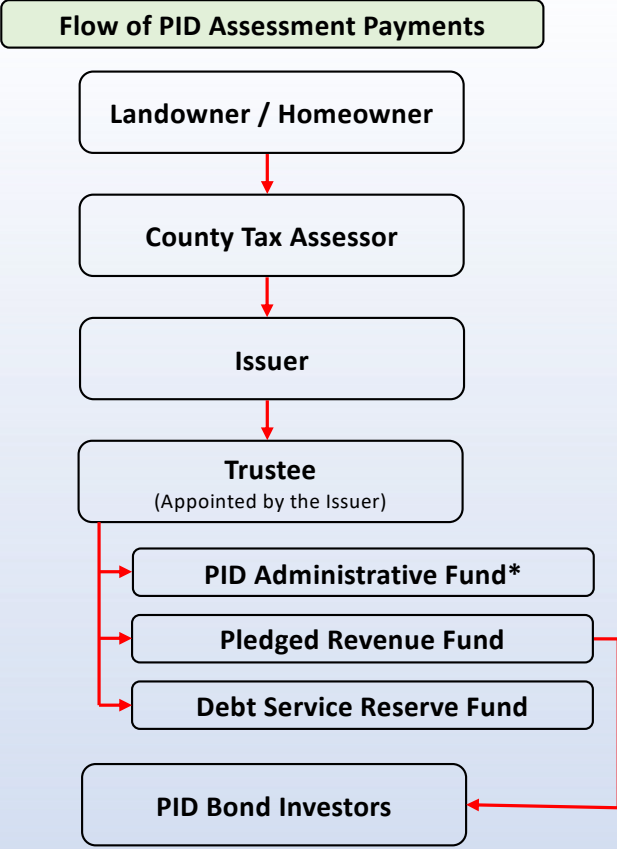
* The Issuer (City or County) selects these professionals, not the developer or development team.

Once the development and financing agreement is approved, the issuance process may take 3 – 6 months.

2



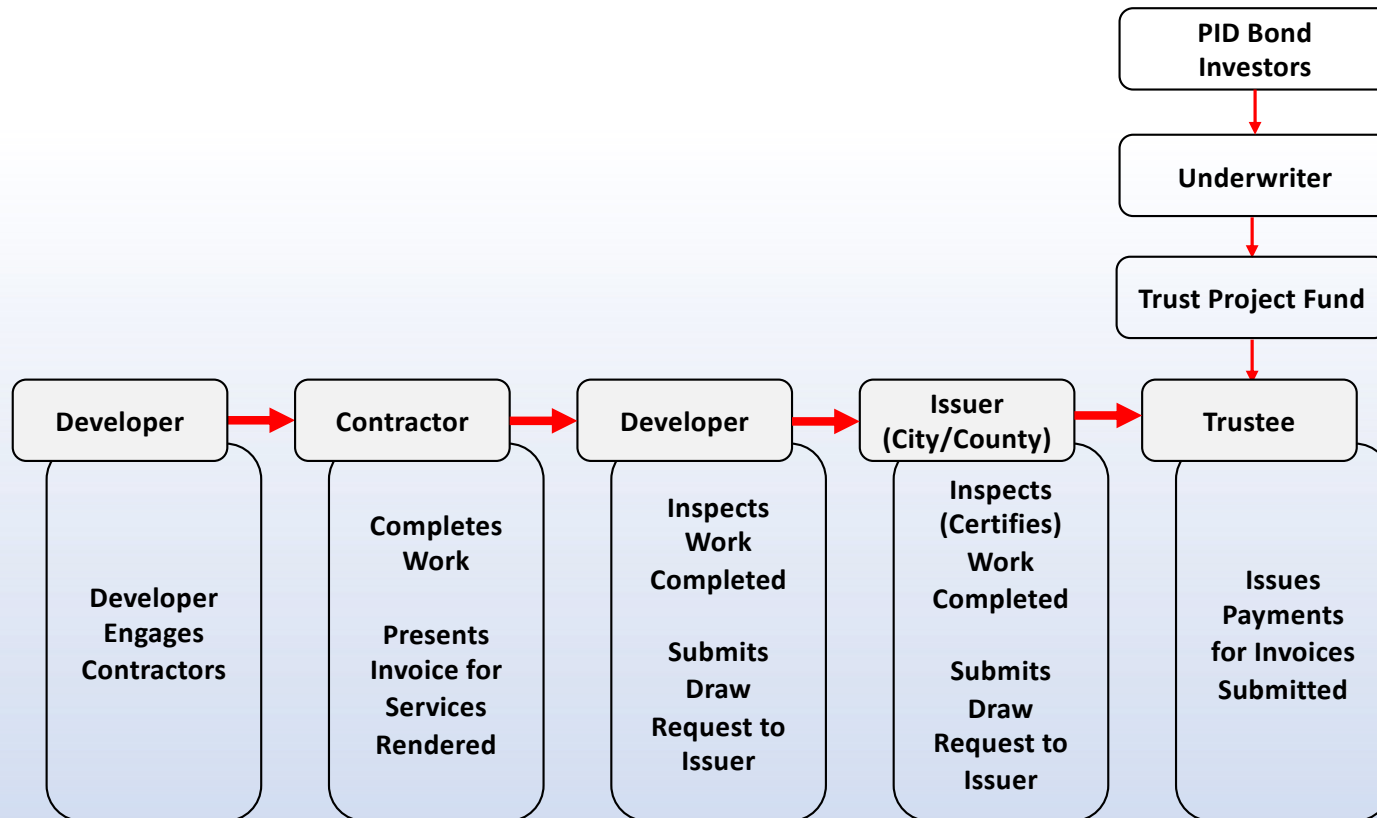
* Construction funds are only distributed to the Project upon inspection and approval of the Issuer. Ultimately assets will be dedicated to the Issuer and must meet their standards.



* The Issuer's PID Administrative Fund is held by the Trustee separate from other funds and is not part of the Trust Estate or security for the PID Bonds.

Public Improvement Districts

Developer Funding Process – Reimbursements from Bond Trust Estate



Public Improvement Districts

Special Assessment Bonds – Credit Mechanics



Assessment Bond Safeguards – For Successful Assessment Bond Sales, Underwriters Generally Require:

- Value to Lien – while issued “up front,” the VTL is typically 3:1 – though this is determined on a project-by-project basis
- All public approvals, entitlement and utility service delivery issues be resolved
- Private sources of funding be fully committed so that funding (bonds plus private capital) exists for finished lots
- Clean title from environmental and lien standpoint (development related mortgages are OK), normal due diligence matters
- It is recommended that an appraisal / third-party market study and engineer’s report be conducted
- Builder contracts are preferred – they are the “gold standard” indicators of market demand and positively effect bond rates
- The bond prospectus, deliberately and intentionally includes very little disclosure on the political subdivision
- The prospectus also includes strong developer disclosures and risk factors
- The bond proceeds are held by a trustee. The developer does not have access to the funds. The political subdivision (or its designee) must approve each construction requisition
- The bonds are secured by a debt service reserve fund, which serves as a “surge-tank” funding source should a delinquency require enforcement action
- Typically, 2-3 years capitalized interest is funded from the bonds
- The strict nature of special assessments assures every property owner that their assessment cannot increase due to non-payment by another landowner

Assessment / Credit Mechanics

- Assessments are levied against each individual lot or parcel for the life of the PID (lien is known at time of purchase)
- Assessment liens within the PID are subordinate only to governmental taxes
- Generally, assessments are paid annually like ad valorem taxes, but the lien can be paid in full (unlike ad valorem taxes)
- The land / homeowner is responsible for assessment payment (unlike MUD, no impact to owners for non-payment of others)

Public Improvement Districts

Special Assessment Bonds – Associated Risks and Mitigation



Development Risk: Possibility development does not take place or is not constructed as planned.

1. Master Indenture outlines the steps required before proceeds may be released to the developer.
2. Issuer must inspect and certify that work performed meets agreement upon specifications. Issuer then approves and submits the draw request to trustee.
3. Trustee must have Issuer certification before dispersing any proceeds from the project fund. Should the work performed fail to meet the issuer's requirements or the not take place at all, the proceeds are retained in the project fund and would ultimately be redirected to the repayment of the bonds.

Suitability of the Bond Investor: Possibility of PID bonds purchased by an unsophisticated investor with limited ability to absorb potential investment loss.

1. FMS voluntarily structures the bonds with minimum denominations of \$100,000.
2. FMS voluntarily requires potential investors to be "Accredited Investors" or "Qualified Institutional Buyers".
3. In order to meet either definition, investors must prove they have a high level of sophistication regarding speculative investments, maintain a high level of liquidity, and can absorb potential investment losses.

Administrative / Continuing Disclosure Risk: Ongoing administration of monitoring of disclosure.

1. Issuer covenants to collect assessments on behalf of bondholders.
2. Issuer covenants to foreclose on property for non-payment of assessments.
3. In addition to Issuer's 15c2-12 continuing disclosure requirements, developer is required to submit quarterly disclosures on the project and its progression.

Public Improvement Districts

Special Assessment Bonds – Associated Risks and Mitigation



Declining Home Value / Default of Homeowner: Possibility that home values in the PID decline after the issuance of the bonds or that one or more final homeowners fail to pay the fixed assessments on the bonds.

1. Non-payment of assessments is treated in the same manner as property taxes.
2. Foreclosure proceedings are built into the bond documents.
3. To mitigate the time delay between a missed payment and foreclosure sale, PID bonds are also structured with a Debt Service Reserve Funds and a Delinquency Reserve Fund. These funds help ensure there is no payment gap due to timing requirements associated with the foreclosure process on individual lots.
4. Each homeowner is responsible for their own fixed assessments, one homeowner's default does not adversely affect their neighbors through the increase in assessments (i.e., MUD).

Determining Underlying Value (Real vs. Paper Value): Risk the "value" assigned to the project is not supported by real world market demand.

1. Many issuer's request an appraisal to establish a "Value to Lien" for the project. While an appraisal report may add additional support to a project, they should never be the sole determination of a project's value.
2. Inexperienced underwriters rely on appraisals as their key quantitative characteristic for the development.
3. It is the underwriter's responsibility to provide detailed information on the project in an offering document, so investors may make their own decision as to the "value" of a project.
4. Instead of just an appraisal, a qualified underwriter will base the value of a project on fundamental data like homebuilder contracts and money that has been spent by the developer on actual in ground improvements.
5. Using real world metrics rather than a hypothetical, future, appraised value allows potential investors to derive a much more accurate "value" for a project and further establish a "lien per lot" value which, ultimately is how a PID bond will be secured (i.e., individual homeowner fixed assessment payments).

Tessera Public Improvement District

Proposed Schedule of Events



- 04/06/2023 Council Meeting to Approve (1) Resolution Authorizing Public Hearing and Notice Thereof of City's Intent to Issue Bonds & (2) Resolution Authorizing Public Hearing and Notice Thereof on Levy of IA#3 Assessments (per City Charter)
- Wk of 04/10 1st Publication with 2nd and 3rd to follow each week thereafter
- 05/04/2023 Council Approves Preliminary Limited Offering Memorandum; Accepts Preliminary SAP
- 05/18/2023 Council Approves Sale of PID Bonds, SAP, Continuing Disclosure Agreement
- 06/13/2023 PID Bond Closing

Exhibit A - Tessera Public Improvement District
Estimated IA #3A Funding Ratio¹

City of Lago Vista, Texas
Special Assessment Revenue Bonds, Series 2023
(Tessera on Lake Travis Public Improvement District Improvement Area #3 Project)

Estimated IA #3A Funding Ratio ¹

Description	Value	Value ID	Equitation
<i>Improvement Area #3 Improvements ²</i>			
Phase 2 Improvements	\$ 33,669,240		
Phase 3C Improvements	\$ 1,235,980		
Phase 4B Improvements	\$ 10,848,080		
Total IA#3 Improvements	\$ 45,753,300	(A)	-
Estimated Series 2023 Net Proceeds ³	\$ 10,702,708	(B)	-
Estimated Developer Contribution	\$ 35,050,591	(C)	(A) - (B)
Bond Proceeds to IA #3 Improvements Ratio	23.39%	(D)	(B) / (A)

Notes:

1. Preliminary and subject to change. Subject to approval by the Issuer.
2. Includes costs allocated to the PID Community Infrastructure. Values exclude any contingency shown in the Opinion of Probably Costs. Per the OPCs dated March 10, 2023.
3. Preliminary and based on market rates as of March 15, 2023.

Exhibit B - Tessera Public Improvement District
Improvement Areas #3A and 3B – Sources and Uses



City of Lago Vista, Texas
 Special Assessment Revenue Bonds, Series 2023
 (Tessera on Lake Travis Public Improvement District Improvement Area #3 Project)

Estimated Sources and Uses of Funds ¹

Estimated Delivery Date:	7/25/2023	9/1/2024	
SOURCES OF FUNDS	Improvement Area No. 3A	Improvement Area No. 3B	Total
Bond Par ²	\$ 13,160,000.00	\$ 8,772,000.00	\$ 21,932,000.00
Total Sources of Funds	\$ 13,160,000.00	\$ 8,772,000.00	\$ 21,932,000.00
USES OF FUNDS			
Project Fund Deposit	\$ 10,702,708.47	\$ 7,333,630.00	\$ 18,036,338.47
Capitalized Interest ³	82,250.00	-	82,250.00
Debt Service Reserve Fund ⁴	1,236,441.53	692,750.00	1,929,191.53
Costs of Issuance ⁵	723,800.00	482,460.00	1,206,260.00
Underwriter's Discount	263,200.00	175,440.00	438,640.00
Underwriter's Counsel Fee	131,600.00	87,720.00	219,320.00
PID Administrative Fund	20,000.00	-	20,000.00
Total Uses of Funds	\$ 13,160,000.00	\$ 8,772,000.00	\$ 21,932,000.00

Notes:

1. Preliminary and subject to change. Subject to approval by the Issuer.
2. IA #3A sized to not exceed a 2:1 value to lien.
3. Capitalized interest through September 2023 on IA #3A. No capitalized interest on B Bond.
4. IA #3A sized to 125% of average annual debt service. B Bond sized to 100% of maximum annual debt service.
5. Estimated at of 5.50% of total bond par.

Exhibit C - Tessera Public Improvement District

Estimated Overlapping Tax Stack



Preliminary and Subject to Change
For Discussion and Illustrative Purposes Only

City of Lago Vista, Texas
Special Assessment Revenue Bonds, Series 2023
(Tessera on Lake Travis Public Improvement District Improvement Area #3 Project)

Estimated Overlapping Tax Stack ¹

	2022	
Taxing Entity	Tax Rate	Source
City of Lago Vista	\$ 0.428300	Travis County Tax Office
Travis County	\$ 0.318239	Travis County Tax Office
Lago Vista Independent School District	\$ 1.184600	Travis County Tax Office
Travis County Healthcare District	\$ 0.098684	Travis County Tax Office
Travis County Emergency Services District No. 1	\$ 0.100000	Travis County Tax Office
Travis County Emergency Services District No. 7	\$ 0.078400	Travis County Tax Office
The District - Improvement Area #3 ²	\$ 0.841777	
Total	\$ 3.050000	

Notes:

1. Bonds sized based on tax rates for tax year 2022. Future tax rates may vary.
2. Subject to approval by the Issuer.

Exhibit D - Tessera Public Improvement District

Net Annual Installments for 3-A

City of Lago Vista, Texas
Special Assessment Revenue Bonds, Series 2023
(Tessera on Lake Travis Public Improvement District Improvement Area #3 Project)



Summary of Net Annual Installments - Improvement Area #3A ¹

Period	Maximum Installment Revenue ²	Less: MIA Bond Installment Allocation ³	Principal	Rate ⁴	Interest	Debt Service	Capitalized Interest ⁵	Debt Service Reserve Fund ⁶	Net Debt Service ⁷	Additional Interest ⁸	Annual Collection Costs ⁹	IA #3A Total Net Installments ¹⁰	Combined IA #3 & MIA Installments ¹⁰	Remining Assessment Revenues ¹¹
9/1/2023	\$ -	\$ -	\$ -	6.250%	\$ 82,250	\$ 82,250	\$ 82,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9/1/2024	2,262,979	525,107	132,000	6.250%	822,500	954,500	-	-	954,500	65,800	20,400	1,040,700	1,565,807	697,172
9/1/2025	2,262,979	525,810	139,000	6.250%	814,250	953,250	-	-	953,250	65,140	20,808	1,039,198	1,565,008	697,972
9/1/2026	2,262,979	526,137	148,000	6.250%	805,563	953,563	-	-	953,563	64,445	21,224	1,039,232	1,565,368	697,611
9/1/2027	2,262,979	526,089	158,000	6.250%	796,313	954,313	-	-	954,313	63,705	21,649	1,039,666	1,565,755	697,224
9/1/2028	2,262,979	525,666	168,000	6.250%	786,438	954,438	-	-	954,438	62,915	22,082	1,039,434	1,565,100	697,879
9/1/2029	2,262,979	524,868	180,000	6.250%	775,938	955,938	-	-	955,938	62,075	22,523	1,040,536	1,565,404	697,576
9/1/2030	2,262,979	526,015	191,000	6.250%	764,688	955,688	-	-	955,688	61,175	22,974	1,039,836	1,565,851	697,128
9/1/2031	2,262,979	524,341	205,000	6.250%	752,750	957,750	-	-	957,750	60,220	23,433	1,041,403	1,565,744	697,235
9/1/2032	2,262,979	524,397	218,000	6.250%	739,938	957,938	-	-	957,938	59,195	23,902	1,041,034	1,565,432	697,547
9/1/2033	2,262,979	526,261	230,000	6.250%	726,313	956,313	-	-	956,313	58,105	24,380	1,038,797	1,565,058	697,921
9/1/2034	2,262,979	525,160	247,000	6.250%	711,938	958,938	-	-	958,938	56,955	24,867	1,040,760	1,565,920	697,059
9/1/2035	2,262,979	525,867	262,000	6.250%	696,500	958,500	-	-	958,500	55,720	25,365	1,039,585	1,565,452	697,528
9/1/2036	2,262,979	525,930	279,000	6.250%	680,125	959,125	-	-	959,125	54,410	25,872	1,039,407	1,565,337	697,642
9/1/2037	2,262,979	524,507	299,000	6.250%	662,688	961,688	-	-	961,688	53,015	26,390	1,041,092	1,565,599	697,381
9/1/2038	2,262,979	524,716	318,000	6.250%	644,000	962,000	-	-	962,000	51,520	26,917	1,040,437	1,565,154	697,825
9/1/2039	2,262,979	526,421	337,000	6.250%	624,125	961,125	-	-	961,125	49,930	27,456	1,038,511	1,564,931	698,048
9/1/2040	2,262,979	524,841	361,000	6.250%	603,063	964,063	-	-	964,063	48,245	28,005	1,040,312	1,565,153	697,826
9/1/2041	2,262,979	522,436	387,000	6.250%	580,500	967,500	-	-	967,500	46,440	28,565	1,042,505	1,564,941	698,038
9/1/2042	2,262,979	521,048	414,000	6.250%	556,313	970,313	-	-	970,313	44,505	29,136	1,043,954	1,565,001	697,978
9/1/2043	2,262,979	521,242	442,000	6.250%	530,438	972,438	-	-	972,438	42,435	29,719	1,044,591	1,565,833	697,146
9/1/2044	2,262,979	522,893	469,000	6.250%	502,813	971,813	-	-	971,813	40,225	30,313	1,042,351	1,565,244	697,735
9/1/2045	2,262,979	523,559	500,000	6.250%	473,500	973,500	-	-	973,500	37,880	30,920	1,042,300	1,565,858	697,121
9/1/2046	2,262,979	523,238	533,000	6.250%	442,250	975,250	-	-	975,250	35,380	31,538	1,042,168	1,565,406	697,574
9/1/2047	2,262,979	524,250	567,000	6.250%	408,938	975,938	-	-	975,938	32,715	32,169	1,040,821	1,565,072	697,908
9/1/2048	2,262,979	524,152	605,000	6.250%	373,500	978,500	-	-	978,500	29,880	32,812	1,041,192	1,565,345	697,635
9/1/2049	2,262,979	522,944	647,000	6.250%	335,688	982,688	-	-	982,688	26,855	33,468	1,043,011	1,565,955	697,024
9/1/2050	2,262,979	522,946	690,000	6.250%	295,250	985,250	-	-	985,250	23,620	34,138	1,043,008	1,565,953	697,026
9/1/2051	2,262,979	-	1,258,000	6.250%	252,125	1,510,125	-	-	1,510,125	20,170	34,820	1,565,115	1,565,115	697,864
9/1/2052	2,262,979	-	1,343,000	6.250%	173,500	1,516,500	-	-	1,516,500	13,880	35,517	1,565,897	1,565,897	697,082
9/1/2053	2,262,979	-	1,433,000	6.250%	89,563	1,522,563	-	1,236,442	286,121	7,165	36,227	1,565,955	1,565,955	697,024
	\$ 67,889,375	\$ 14,160,839	\$ 13,160,000		\$ 17,503,750	\$ 30,663,750	\$ 82,250	\$ 1,236,442	\$ 29,345,058	\$ 1,393,720	\$ 827,589	\$ 32,802,809	\$ 46,963,648	\$ 20,925,728

Notes:

1. Preliminary and subject to change. For discussion purposes only. Subject to approval by the Issuer.
2. Based on buildout values provided by the Developer.
3. Values per the 2021 Annual Service Plan Update dated, July 15, 2021. Final MIA allocation subject to approval by the PID Administrator
4. Interest rates are for discussion purposes only and subject to market volatility and underlying credit profile
5. Capitalized interest through September 1, 2023.
6. Sized to approximately 125% of average annual debt service.
7. Net of capitalized interest and debt service reserve fund release at maturity.
8. Funded at 0.50% of outstanding bond principal. No collections available for the first year.
9. Assumes a 2.00% annual escalation factor. No collections available for the first year.
10. Net of capitalized interest only.
11. For modeling purposes only.

Exhibit E - Tessera Public Improvement District Combined Installments for 3-A and 3-B

City of Lago Vista, Texas
Special Assessment Revenue Bonds, Series 2023
(Tessera on Lake Travis Public Improvement District Improvement Area #3 Project)

Summary of Net Annual Installments - Improvement Area #3B ¹

Period	Maximum Installment Revenue ²	Less: MIA Bond Installment Allocation ³	Less: IA #3A Installments	Principal	Rate ⁴	Interest	Debt Service	Capitalized Interest ⁵	Debt Service Reserve Fund ⁶	Net Debt Service ⁷	Additional Interest ⁸	Annual Collection Costs ⁹	IA #3B Total Net Installments ¹⁰	Combined IA #3A, IA #3B and MIA Bond Installments ¹⁰	Remining Assessment Revenues ¹¹
9/1/2023															
9/1/2024															
9/1/2025	\$ 2,262,979	\$ 525,810	\$ 1,039,198	\$ 105,000	6.250%	\$ 548,250	\$ 653,250	\$ -	\$ -	\$ 653,250	\$ 43,860	\$ -	\$ 697,110	\$ 2,262,118	\$ 862
9/1/2026	2,262,979	526,137	1,039,232	112,000	6.250%	541,688	653,688	-	-	653,688	43,335	-	697,023	2,262,391	588
9/1/2027	2,262,979	526,089	1,039,666	119,000	6.250%	534,688	653,688	-	-	653,688	42,775	-	696,463	2,262,217	762
9/1/2028	2,262,979	525,666	1,039,434	128,000	6.250%	527,250	655,250	-	-	655,250	42,180	-	697,430	2,262,530	449
9/1/2029	2,262,979	524,868	1,040,536	136,000	6.250%	519,250	655,250	-	-	655,250	41,540	-	696,790	2,262,194	786
9/1/2030	2,262,979	526,015	1,039,836	145,000	6.250%	510,750	655,750	-	-	655,750	40,860	-	696,610	2,262,461	518
9/1/2031	2,262,979	524,341	1,041,403	155,000	6.250%	501,688	656,688	-	-	656,688	40,135	-	696,823	2,262,567	413
9/1/2032	2,262,979	524,397	1,041,034	166,000	6.250%	492,000	658,000	-	-	658,000	39,360	-	697,360	2,262,792	187
9/1/2033	2,262,979	526,261	1,038,797	177,000	6.250%	481,625	658,625	-	-	658,625	38,530	-	697,155	2,262,213	766
9/1/2034	2,262,979	525,160	1,040,760	188,000	6.250%	470,563	658,563	-	-	658,563	37,645	-	696,208	2,262,128	851
9/1/2035	2,262,979	525,867	1,039,585	201,000	6.250%	458,813	659,813	-	-	659,813	36,705	-	696,518	2,261,969	1,010
9/1/2036	2,262,979	525,930	1,039,407	215,000	6.250%	446,250	661,250	-	-	661,250	35,700	-	696,950	2,262,287	692
9/1/2037	2,262,979	524,507	1,041,092	229,000	6.250%	432,813	661,813	-	-	661,813	34,625	-	696,438	2,262,036	943
9/1/2038	2,262,979	524,716	1,040,437	245,000	6.250%	418,500	663,500	-	-	663,500	33,480	-	696,980	2,262,134	845
9/1/2039	2,262,979	526,421	1,038,511	262,000	6.250%	403,188	665,188	-	-	665,188	32,255	-	697,443	2,262,374	605
9/1/2040	2,262,979	524,841	1,040,312	280,000	6.250%	386,813	666,813	-	-	666,813	30,945	-	697,758	2,262,911	69
9/1/2041	2,262,979	522,436	1,042,505	299,000	6.250%	369,313	668,313	-	-	668,313	29,545	-	697,858	2,262,798	181
9/1/2042	2,262,979	521,048	1,043,954	319,000	6.250%	350,625	669,625	-	-	669,625	28,050	-	697,675	2,262,676	303
9/1/2043	2,262,979	521,242	1,044,591	340,000	6.250%	330,688	670,688	-	-	670,688	26,455	-	697,143	2,262,976	4
9/1/2044	2,262,979	522,893	1,042,351	363,000	6.250%	309,438	672,438	-	-	672,438	24,755	-	697,193	2,262,437	542
9/1/2045	2,262,979	523,559	1,042,300	387,000	6.250%	286,750	673,750	-	-	673,750	22,940	-	696,690	2,262,548	431
9/1/2046	2,262,979	523,238	1,042,168	414,000	6.250%	262,563	676,563	-	-	676,563	21,005	-	697,568	2,262,973	6
9/1/2047	2,262,979	524,250	1,040,821	442,000	6.250%	236,688	678,688	-	-	678,688	18,935	-	697,623	2,262,694	285
9/1/2048	2,262,979	524,152	1,041,192	471,000	6.250%	209,063	680,063	-	-	680,063	16,725	-	696,788	2,262,132	847
9/1/2049	2,262,979	522,944	1,043,011	502,000	6.250%	179,625	681,625	-	-	681,625	14,370	-	695,995	2,261,950	1,029
9/1/2050	2,262,979	522,946	1,043,008	536,000	6.250%	148,250	684,250	-	-	684,250	11,860	-	696,110	2,262,063	916
9/1/2051	2,262,979	-	1,565,115	573,000	6.250%	114,750	687,750	-	-	687,750	9,180	-	696,930	2,262,045	934
9/1/2052	2,262,979	-	1,565,897	611,000	6.250%	78,938	689,938	-	-	689,938	6,315	-	696,253	2,262,149	830
9/1/2053	2,262,979	-	1,565,955	652,000	6.250%	40,750	692,750	-	692,750	-	3,260	-	696,010	2,261,965	1,014
	\$ 65,626,396	\$ 13,635,731	\$ 31,762,109	\$ 8,772,000		\$ 10,591,563	\$ 19,363,563	\$ -	\$ 692,750	\$ 18,670,813	\$ 847,325	\$ -	\$ 20,210,888	\$ 65,608,728	\$ 17,668

Notes:

- Preliminary and subject to change. For discussion purposes only. Subject to approval by the Issuer.
- Based on buildout values provided by the Developer.
- Values per the 2021 Annual Service Plan Update dated, July 15, 2021. Final MIA allocation subject to approval by the PID Administrator.
- Interest rates are for discussion purposes only and subject to market volatility and underlying credit profile.
- Assumes no capitalized interest.
- Sized to 100% of maximum annual debt service.
- Net of debt service reserve fund release at maturity.
- Funded at 0.50% of outstanding bond principal. No collections available for the first year.
- B Bond shares collection costs with A Bond.
- Excludes release of reserve funds at maturity.
- For modeling purposes only.

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Tracie Hlavinka, City Manager

SUBJECT: Discussion, consideration and possible action regarding an outdoor archery range located at Sunset Park from David Snyder.

BACKGROUND: Mr. Snyder first approached the City of Lago Vista back in the spring of 2022 regarding an archery range at Sunset Park. Preliminary conversations consisted of making sure the position of the proposed archery range would not create an issue to spraying effluent at Cedar Breaks. Discussions continued with the former City Attorney and staff figuring out the logistics of this project. Mr. Snyder met with the Public Works Director, Parks and Recreation Director and Police Chief to address questions and concerns.

FINDINGS: Mr. Snyder made a presentation to the City Council at the January 19, 2023, Council meeting. During the meeting the City Council requested some changes and expressed some concerns be addressed before the matter was brought back for consideration. These items included:

- Do not allow pets.
 - "No Pets Allowed" signs will be posted.
- Guarantee the effluent water will not be impacted by the location of the archery range.
 - Mr. Snyder and the Public Works Director met at Sunset Park and re-located the range.
- Would putting an archery range at Sunset Park violate the sale and purchase of the park?
 - The City Attorney reviewed the sale documents and found there would be no violation with the addition of an archery range at Sunset Park.
- Meet with Texas Parks and Wildlife to discuss concerns.
 - As of January 31, 2023, Mr. Snyder met with both US Parks and Wildlife and Texas Dept. of Parks and Wildlife and found no concerns.

- Is there a liability concern or additional coverage necessary?
 - Proper signage must be at the site to warn visitors of the danger as well as the City be named as an additional insured on their insurance. "Do Not Cross" signs every 50' creating a border between the range and the existing walking trail.
- The waiver provided needs to be reviewed by the City Attorney.
 - The City Attorney has reviewed the waiver.
- Provide samples of agreements of other archery ranges in the area.
 - There are no archery ranges in the area located on public property leased by a private entity.

A lease agreement will be drafted once terms are negotiated.

FINANCIAL IMPACT:

Financial impact would be revenue obtained from leasing the acreage to the private entity.

ATTACHMENTS:

Presentation

Waiver and Risks Participation Rules Agreement City Presentation

2016 TCEQ Effluent Disposal Permit

Cedar Breaks Irrigation System 07-17-06

Updated 2020-03-11 _ TCEQ Effluent Disposal Permit _ 1

Range Proposal – 06Apr23



Vision

Oak Ridge Archery would like to develop a tournament ready outdoor archery range in the Central Texas Hill Country that would make Lago Vista a destination point for archers across the state. This range would meet all National Field Archery Association (NFAA) guidelines and would accommodate all participants, including bowhunters, competitive shooters and recreational archers interested in this time-honored sport.

With a USA Archery certified instructor and Chief Range Safety Officer on staff, Oak Ridge Archery will host events and activities geared towards competitive archery, bowhunters, and school sanctioned extracurricular activities (4-H, FFA, UIL, National Archery in the Schools Program (NASP) and United States Collegiate Archery Association (USCA)). Oak Ridge Archery also looks forward to partnering with the Boy Scouts of America, Girl Scouts of the USA, Texas Parks & Wildlife Department (TXPWD) and U.S. Fish & Wildlife Service (FWS) with hosting youth events. Other events to include year-round practice, leagues, tournaments, holiday shoots, team building, charity events and more.

The outdoor range will offer 3 types of courses: 1) a series of walk back targets; 2) a static range; and 3) a natural walking trail through the backwoods of Sunset Park. It is our goal to make the series of walk back targets meet accessibility requirements in the hopes of sponsoring events that support Veteran groups (e.g., Wounded Warrior Project, The Pink Berets, and other USO organizations).



Benefits

- \$0 direct or indirect cost to the city.
- Range will assume cost of improvements and maintenance of 30 +/- acres of vacant woods between Sunset Park and the water treatment plant.
- Brings a broader scope to the existing sports complex and will be accessible to the entire community.
- Is an opportunity to partner with the school district and other community organizations to enhance community engagement.
- Tournaments will draw outside resources and provide increased exposure to local businesses, restaurants, shops, etc.
- Sponsorship/Advertising opportunities for local businesses and organizations.



Safety Protocol – Our Highest Priority

- All target lanes will meet the National Field Archery Association (NFAA) range safety guidelines.
- A Chief Range Safety Officer and USA Archery certified instructor will be on staff.
- Archers will only have access to the range when there is staff present and on site.
- Each archer will be required to sign off on range rules as well as a liability waiver.
- Absolutely no broadhead tips and/or crossbows will be allowed. Field target tips only.
- Oak Ridge Archery, LLC will carry a \$1M liability insurance policy where the City of Lago Vista can be added as a rider.





Range Rules

1. Oak Ridge Archery requires a release form prior to using the range.
2. Crossbows, firearms, air guns, paintball guns, and sling shots are strictly prohibited on the range... no exceptions.
3. No shooting at a target butt from outside the established target lane or shooting stake.
4. Broadheads or blunts are never to be shot into target butts or 3-D targets.
5. No littering or dumping on the range. All litter must be deposited into trash receptacles.
6. Alcoholic beverages are not allowed on the range.
7. Smoking is prohibited on the range.
8. To hunt, harass or discharge an arrow at any wildlife on the range is strictly prohibited.
9. No pets allowed on the range.
10. Range privileges are revocable. If you do not comply with the rules of the range as posted, disciplinary actions may include suspension and/or expulsion from the range.

Safety Rules

1. When looking for lost arrows, either place a bow in front of the target butt or have someone stand in front of the bale. Do not wander behind an adjoining target lane.
2. Never shoot an arrow you cannot see where it will land, and never shoot an arrow straight up into the air. NO SKYDRAWING on the range.
3. The walking range shall be shot in a sequential manner from Lower to Higher target number. No backtracking allowed.
4. Never shoot a broken or cracked arrow. Check your equipment regularly.
5. Arrows to only be shot at targets attached to backstops or 3-D targets.
6. Never string another person's bow or draw another person's bow without permission.
7. A bow and arrow when properly used can be a lot of fun, but can be dangerous when used irresponsibly.

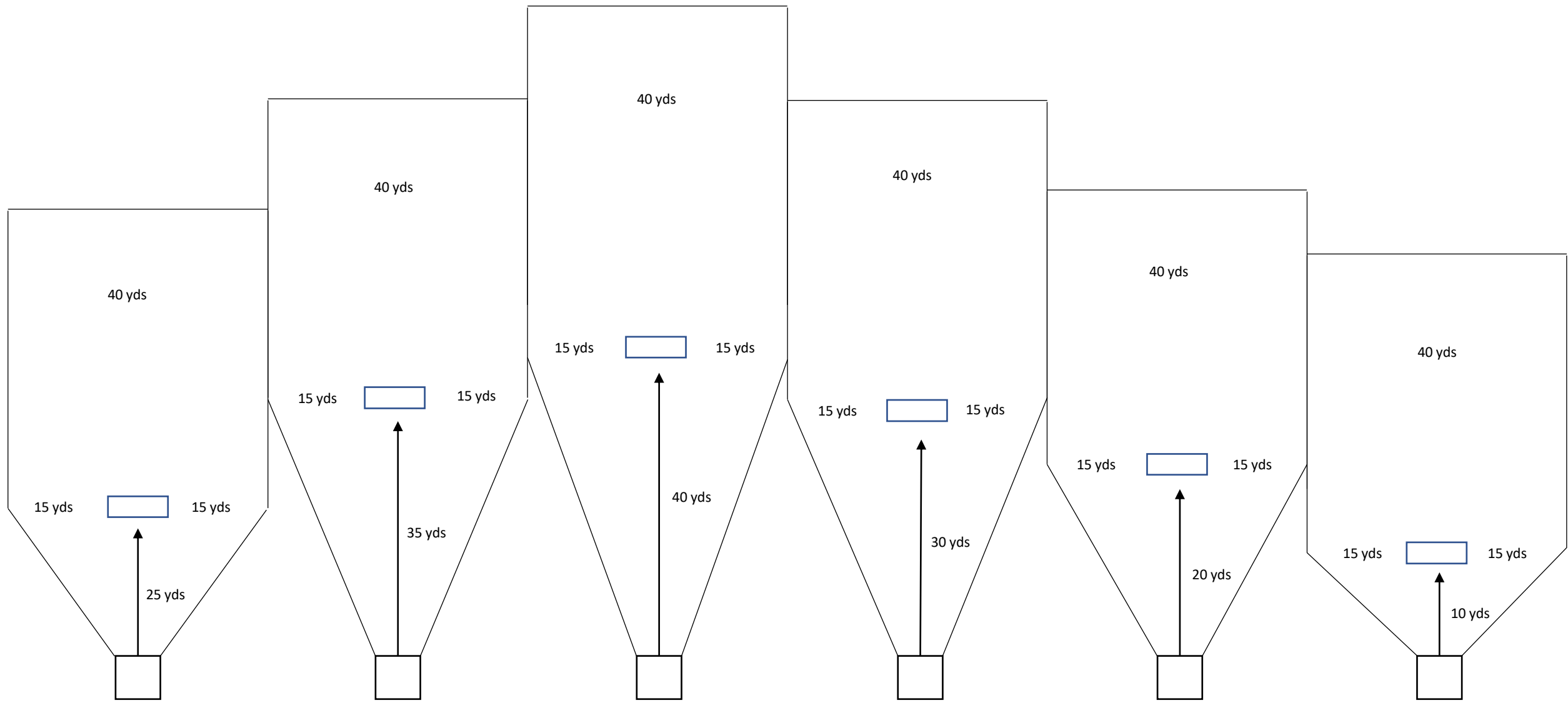
WARNING

CAUTION
ARCHERY RANGE
DO NOT ENTER

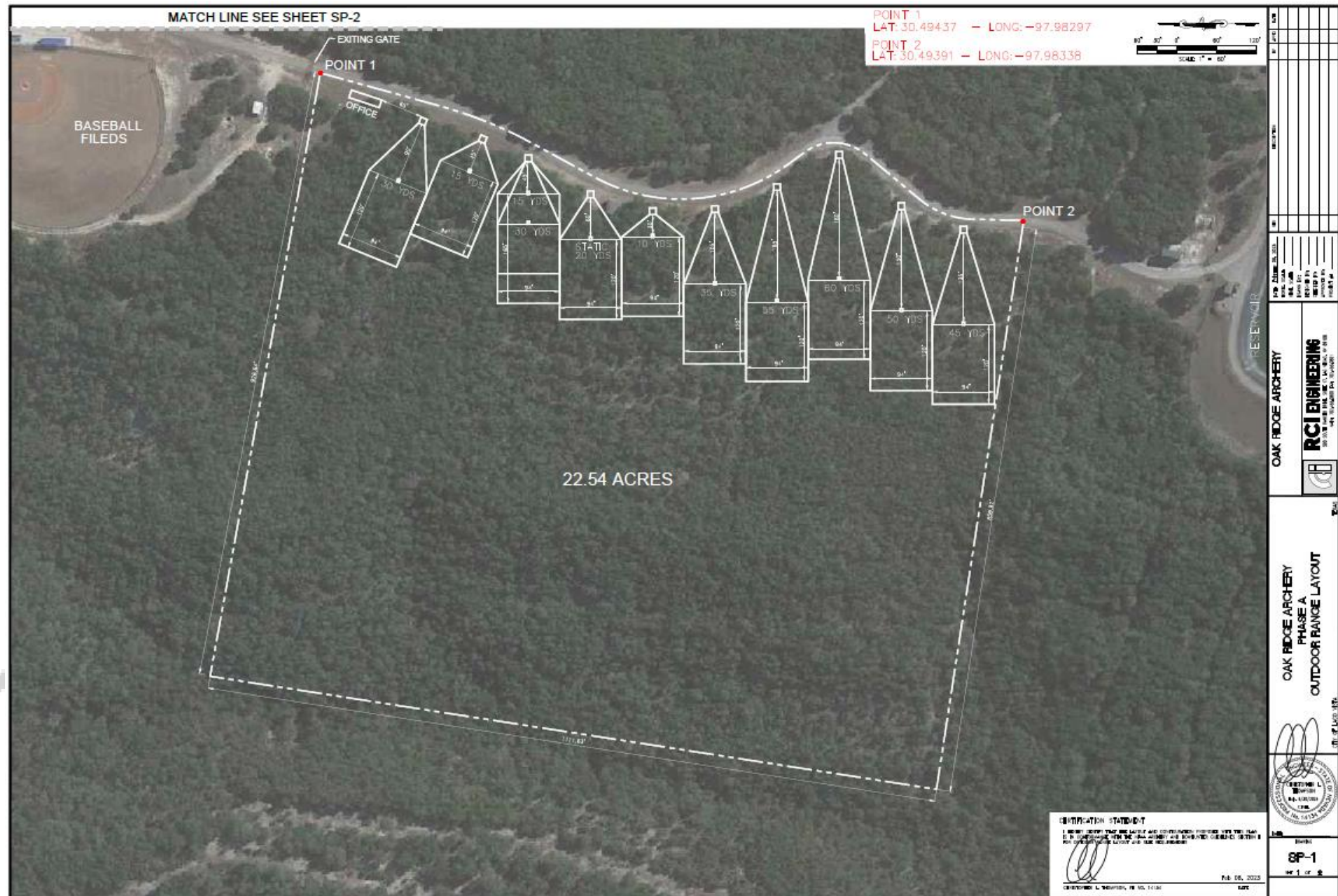
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OS-WS-11999

Target Station Typical Spacing



OPTION 1



OPTION 2



Endorsements

From: John Gregory <jlgreg45@gmail.com>
Subject: New Archery Range in Lago Vista
Date: Jan 18, 2023 at 10:41 AM
To: David Snyder <longbowlv3@icloud.com>
Cc: "J. W. Lindsey," <jwljr@yahoo.com>, Tom Ramsbacher <TRamsbach@yahoo.com>

Your plans to build a new Archery Range in Central Texas is an excellent idea and much needed.
The closest TFAA ranges we have now are Archery Haven in Fischer Texas, (78.1 miles) and Huaco Bowmen in Waco Texas (101 miles).
We have 5 Indoor Archery Shops in Central Texas but no place to practice for outdoor tournaments.
Your initial layout meets all safety guide lines and would be accessible to all archers, including the handicapped.

If either TFAA or I can do anything to support you in expanding the sport of Target Archery in Central Texas, please contact us and we will be more than happy to help you make it happen. Im also including Jay Lindsey - TFAA President and Tom Ramsbacher District 6 Field Governor in this letter.

John Lee Gregory
2005 TFAA Hall of Fame Member
NFAA member for 50 years
Texas Field Archery Association (TFAA) -Tournament Director
National Field Archery Association (NFAA) - Southern Councilman
(Texas, Louisiana, Mississippi, Arkansas and Oklahoma)

TFAA - Texas Field Archery Association
NFAA - National Field Archery Association

Endorsements



Hi David,

Thank you for your interest in the Texas Parks & Wildlife Department (TPWD) Target Range grant program.

Attached is the Target Range General Information document. This will outline the basic parameters of the program.

There are also a few other good sources of information:

- The TPWD Target Range website: <https://tpwd.texas.gov/education/hunter-education/shooting-sports-opportunities/targetrangegrants>
- The Recreation Grants Online (RGO) Target Range resources page: <https://tpwd-recgrants.intelligrants.com/Portal2.aspx?&sitID=18>

All our grant applications and active grant management occurs in the Recreation Grants Online (RGO) platform. Here is a link to the homepage: <https://tpwd-recgrants.intelligrants.com/Login2.aspx?APPTHEME=TXPWD> and the Quickstart resources: <https://tpwd-recgrants.intelligrants.com/Portal2.aspx?&sitID=4>. Although you won't be able to start an actual application until the next round opens, we recommend going ahead and opening a sponsor account.

Finally, the dates for the Target Range open application round for FY2023 are still to be determined. We are hoping to open the round in spring with a close in early summer 2023. The best way to remain notified of application round openings and deadlines is to subscribe to the Recreation Grants newsletter. Here is the link to subscribe: https://public.govdelivery.com/accounts/TXPWD/subscriber/new?topic_id=TXPWD_299.

If you have any additional questions after you've had a chance to read through the resource documentation, please feel free to reach out.

Regards,

Matt

Matthew Fougat

Boating Access / Target Range Program Manager

(512) 389-8712 – office

(512) 221-7135 – mobile/text

[Visit us Online](#)

Endorsements

From: "Purkey, Kelly" <kelly_purkey@fws.gov>
Subject: Archery range/course in Lago Vista, Texas
Date: Jan 26, 2023 at 11:25 AM
To: "longbowlv3@icloud.com" <longbowlv3@icloud.com>

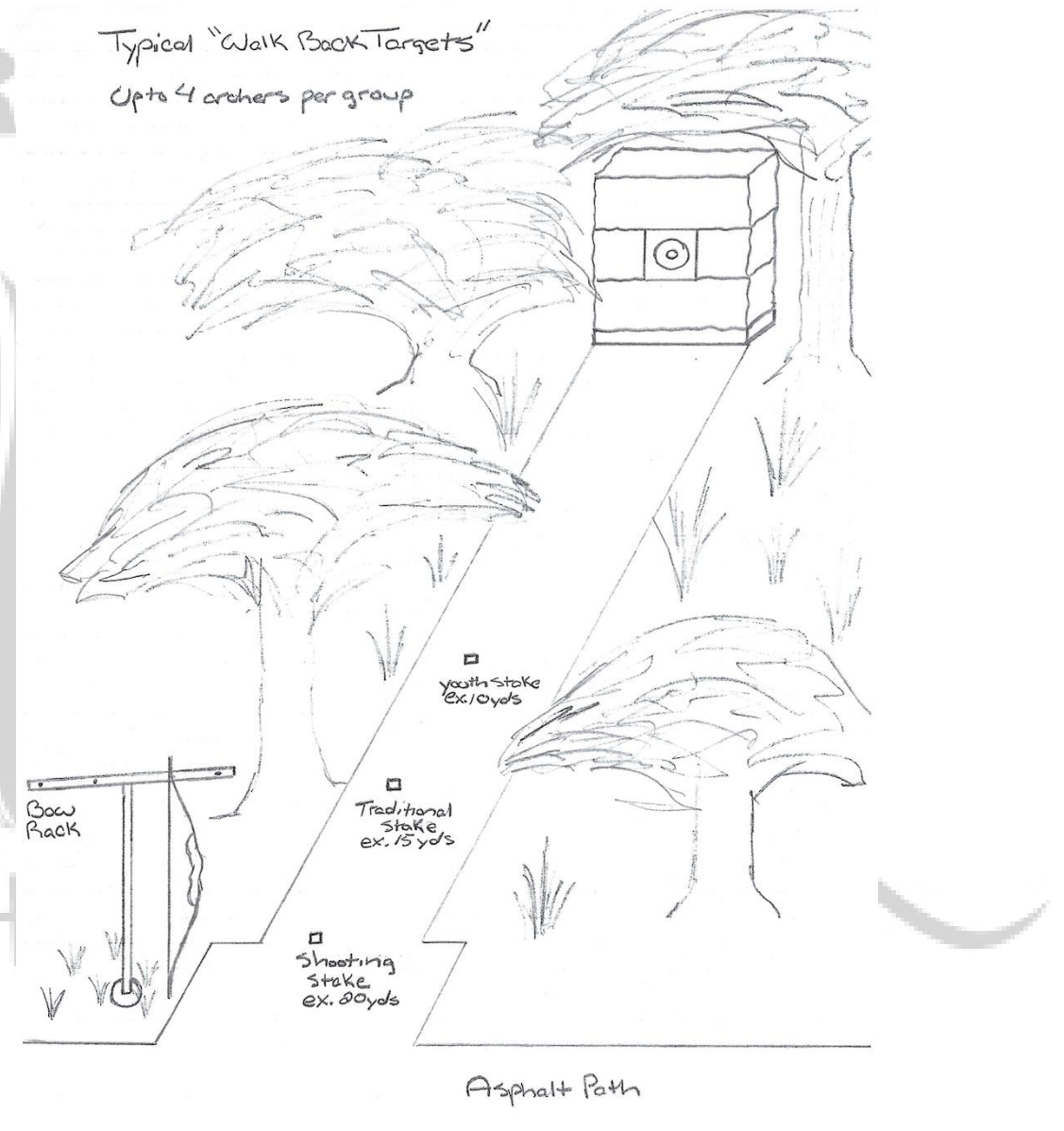
To whom it may concern:

This is an email to express my support for the planned archery range/course proposed near Sunset Park in Lago Vista, Texas. Because the activity does not require any tree clearing, it will not affect golden-cheeked warblers. Therefore, this action will not require an endangered species permit. Balcones Canyonlands National Wildlife Refuge has some bowhunting opportunities, so we are excited to partner with Mr. Snyder on his archery endeavor. Please let me know if there are questions.

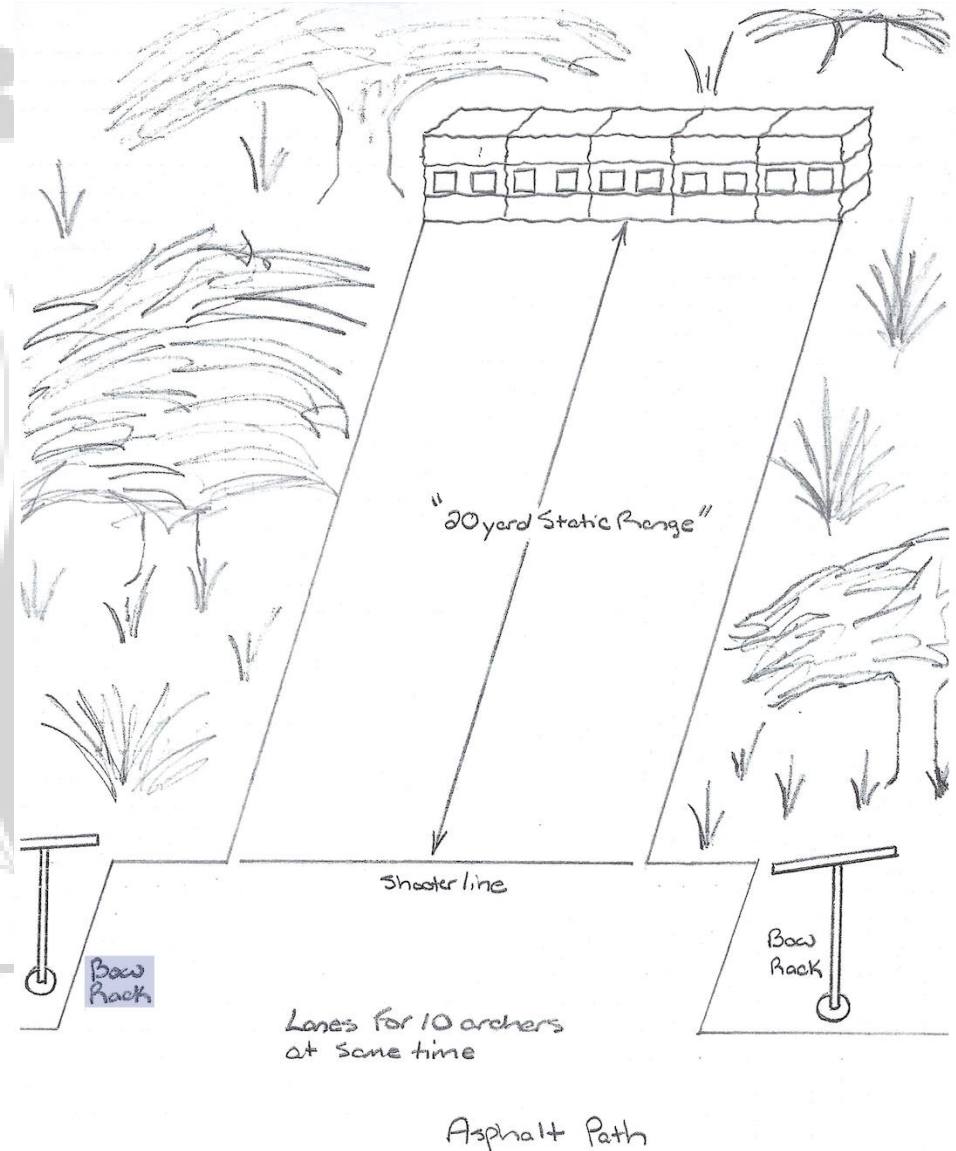
Sincerely,

Kelly Purkey
Refuge Manager
U.S. Fish & Wildlife Service
Balcones Canyonlands National Wildlife Refuge
24518 FM 1431
Marble Falls, TX 78654-4096
(512) 339-9432 x. 20020
(512) 267-6530 – Fax
(830) 265-3024 - Cell

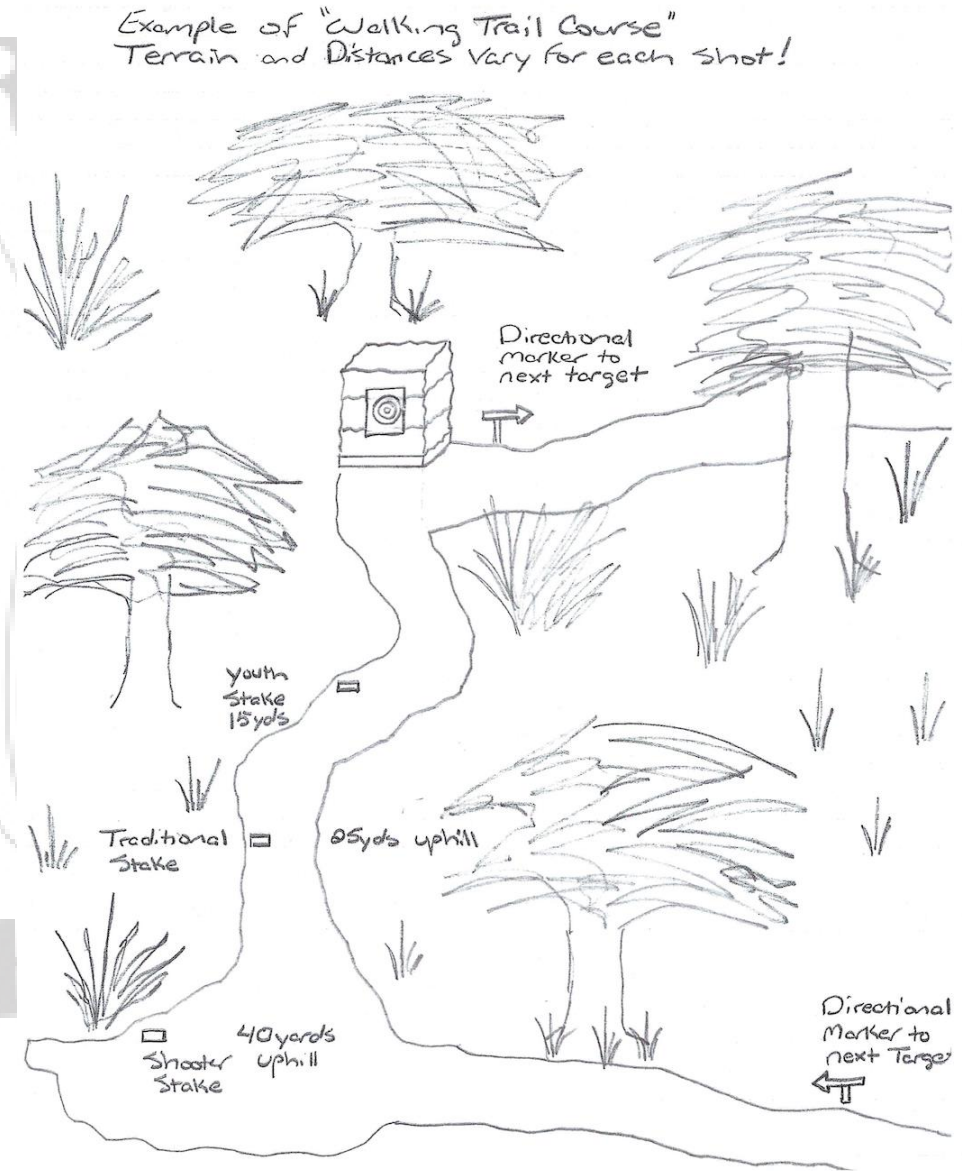
Concept Drawing



Concept Drawing



Concept Drawing



WAIVER

RISK ASSUMPTION AND INDEMNITY AGREEMENT

[Participants must read before signing]

In consideration of being allowed to participate in or attend ("Participation") in OAK RIDGE ARCHERY outdoor shooting ranges and/or courses, events and activities, the undersigned acknowledges, appreciates and agrees that:

- 1) The risk of injury from archery and other known and unknown events and activities and/or the use of the related buildings, structures, equipment, vehicles, weapons, roads, trails, land and all other real and personal property whether leased or owned by the archery company and/or it's affiliates, the City of Lago Vista, and others is significant, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce the risk, the risk of serious injury does exist; and
- 2) I acknowledge and agree that the use of archery equipment or other weapons, by myself or others on the premises or otherwise are inherently dangerous and high risk activities whether such archery equipment, or other weapons are discharged by myself or others; and that tripping, slipping and falling hazards on trails, stairs, steps and bridges can also lead to serious injury, along with rules that I agree to abide by; and
- 3) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my Participation; and
- 4) I willingly agree to comply with the stated and customary terms and conditions for Participation. If, however, I observe any unusual significant hazard during my Participation, I will remove myself from Participation and bring such to the attention of the nearest range employee or official immediately; and
- 5) I HEREBY RELEASE, HOLD HARMLESS and INDEMNIFY OAK RIDGE ARCHERY, LLC and the CITY OF LAGO VISTA, their respective officers, directors, officials, agents, employees, volunteers, members, guests, other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of personal property used to conduct the events and activities ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNING IT FREELY AND VOLUNTARILTY WITHOUT ANY INDUCEMENT.

Participant's Name _____

Participant's Signature _____ Date: _____

INHERENT RISKS, PARTICIPATION AND RULES AGREEMENT

FOR OUTDOOR ARCHERY

Outdoor archery is enjoyed by many participants whether you're a bowhunter, a competitive shooter or a recreational archer. Outdoor activities in Texas are frequently practiced in extreme weather conditions such as rain, wind, cold and heat. Outdoor archery at Oak Ridge Archery Range offers 3 types of shooting options: 1) a series of walk back targets; 2) a static range; and 3) a natural walking trail through the Hill Country in Lago Vista, Texas. Participating in outdoor archery exposes you to additional injury risks inherent to outdoor activities. To make outdoor archery as safe as possible, you must be aware of the risks and the safety rules.

YOU MUST BE ALERT AT ALL TIMES TO PARTICIPATE.

Some risks that can be encountered on an outdoor range include, but are not limited to:

- Tripping and slipping hazards on and/or around the range, courses and more specifically on the paths and trails, stairs and bridges such as: large rocks built into trails, roots, leaves, loose dirt and gravel, mud, fallen branches and tree bark;
- Tilted, narrow, rough trails, stairs and bridges;
- Steep climbs and descents and steep unguarded trail, stair and bridge sides;
- Deep canyons and erosion trenches in, or next to trails;
- Tall and oddly spaced and uneven steps (angled steps, short and long rise; short and long run);
- Metal and wood stakes protruding from steps and trails;
- Rotting materials that give way when stepped on;
- Low hanging branches;
- Falling debris such as trees or large tree branches.

RULES:

- **Stay on the trails.**
- Only WALK on the range and only walk in the correct direction on the trails (toward increasing target numbers).
- No climbing is allowed other than necessary to navigate the trails.
- Be sure of your backstop and draw your bow with arrow pointed at the backstop. NEVER pointed above the backstop.
- Shoot only in-line with other archers, staggered shooting lines are not allowed.
- Shoot only from marked, designated shooting "hubs" and only at their intended target. To shorten the shooting distance, you must shoot from the outermost hub to the target.
- You must shoot no further from the target than the furthest designated shooting hub.
- If you go behind a backstop for any reason, you must leave your bow and arrows in an obvious position leaning against the center of the target on that backstop to warn other archers that the target is not clear.

- If a target has any archery equipment on bow racks or in front of the backstop, you must NOT shoot until the equipment has been removed by its owner or the owner has moved forward on the trail out of sight and has called "CLEAR." If you do not hear "CLEAR," you must shout "CLEAR?" and wait until you are sure there is no negative response.
- No alcohol or recreational drugs are allowed at the range at any time, and you cannot participate if you are under the influence of any substance or condition that may affect your judgement.
- Firearms, pellet guns, BB guns and crossbows are prohibited; only field points may be used.
- All litter shall be packed out with you.
- Children's behavior is the responsibility of the parent and/or legal guardian or the adult that provided transportation to the range. Children under 13 years old must be accompanied by an adult at all times. Any behavior deemed unsafe or inappropriate could result in both parent and child having their range privileges revoked.
- Archery is not allowed on the range while range work is in progress; look for the "range closed" sign.
- Visitors and participants must abide by all City Park Ordinances.

I have read and I understand these risks and rules. I agree to follow these rules and I understand that I can ask range employees for clarification.

Participant's Signature

Date

Parent/Guardian Signature

Date

**FOR PARTICIPANTS OF MINORITY AGE
UNDER AGE 18 AT THE TIME OF PARTICIPATION**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these events and activities and/or the use of related and personal property as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

Name of Parent/Guardian _____

Parent/Guardian Signature _____ Date: _____

Emergency Phone Number: _____

[Printed on back of WAIVER]



PERMIT NO. WQ0011752001

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. Box 13087
Austin, Texas 78711-3087

This is a renewal of Permit No.
WQ0011752001 issued on
June 29, 2016.

PERMIT TO DISCHARGE WASTES
under provisions of Chapter 26
of the Texas Water Code

City of Lago Vista

whose mailing address is

5803 Thunderbird Street
Lago Vista, Texas 78645

Nature of Business Producing Waste: Domestic wastewater treatment operation, SIC Code 4952.

General Description and Location of Waste Disposal System:

Description: The City of Lago Vista Wastewater Treatment Facility consists of an activated sludge process plant using the complete mix mode. Treatment units include bar screens, grit chambers, aeration basin, secondary clarifier, aerobic sludge digester, sludge drying beds, belt filter press and chlorine contact chamber.

Interim I Phase: The draft permit authorizes the disposal of treated domestic wastewater effluent at a daily average flow not to exceed 0.60 MGD via surface irrigation of 140 acres of golf course and 40 acres of non-public access land planted with cedar trees. The facility includes two storage ponds with a total surface area of 8.76 acres and total capacity of 103.4 acre-feet for storage of treated effluent prior to irrigation. Application rates to the irrigated land shall not exceed 3.45 acre-feet per year per acre irrigated for golf course irrigation and 4.72 acre-feet per year per acre irrigated for cedar trees irrigation. The irrigated crops include turf grass (golf course) and cedar tree (cedar breaks).

Interim II Phase: The draft permit authorizes the disposal of treated domestic wastewater effluent at a daily average flow not to exceed 0.75 MGD via surface irrigation of 140 acres of golf course and 60 acres of non-public access land planted with cedar trees. The facility will include two storage ponds with a total surface area of 8.76 acres and total capacity of 103.4 acre-feet for storage of treated effluent prior to irrigation. Application rates to the irrigated land shall not exceed 3.45 acre-feet per year per acre irrigated for golf course irrigation and 5.95 acre-feet per year per acre irrigated for cedar trees irrigation. The irrigated crops include turf grass (golf course) and cedar tree (cedar breaks).

Final Phase: The draft permit authorizes the disposal of treated domestic wastewater effluent at a daily average flow not to exceed 1.0 MGD via surface irrigation of 140 acres of golf course and 100 acres of non-public access land planted with cedar trees. The facility will include three storage ponds with a total surface area of 14.7 acres and total capacity of 170.4 acre-feet for storage of treated effluent prior to irrigation. Application rates to the irrigated land shall not exceed 3.45 acre-feet per year per acre irrigated for golf course irrigation and 6.37 acre-feet per year per acre irrigated for cedar trees irrigation. The irrigated crops include turf grass (golf course) and cedar tree (cedar breaks).

Location: The wastewater treatment facility and disposal site are located 21001 Seminole Drive, Lago Vista, in Travis County, Texas 78645. (See Attachment A.)

Drainage Area: The wastewater treatment facility and disposal site are located in the drainage basin of Lake Travis in Segment No. 1404 of the Colorado River Basin. No discharge of pollutants into water in the state is authorized by this permit.

This permit and the authorization contained herein shall expire at midnight on **ten years from the date of issuance.**

ISSUED DATE: **March 11, 2020**



For the Commission

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

Conditions of the Permit: No discharge of pollutants into water in the state is authorized.

A. Effluent Limitations

Character: Treated Domestic Sewage Effluent

Volume: Daily Average Flow – 0.60 MGD from the treatment system in the Interim I Phase
Daily Average Flow – 0.75 MGD from the treatment system in the Interim II Phase
Daily Average Flow – 1.00 MGD from the treatment system in the Final Phase

Quality: The following effluent limitations are required:

<u>Parameter</u>	<u>Effluent Concentrations</u> (Not to Exceed)			
	<u>Daily Average</u> mg/l	<u>7-Day Average</u> mg/l	<u>Daily Maximum</u> mg/	<u>Single Grab</u> mg/l
Biochemical Oxygen Demand (5-day)	10	N/A	N/A	35
Total Suspended Solids	15	N/A	N/A	60

The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units.

The effluent shall be chlorinated in a chlorine contact chamber to a residual of 1.0 mg/l with a minimum detention time of 20 minutes. If the effluent is to be transferred to a holding pond or tank, re-chlorination prior to the effluent being delivered into the irrigation system will be required. A trace chlorine residual shall be maintained in the effluent at the point of irrigation application.

B. Monitoring Requirements:

<u>Parameter</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
Flow	Continuous	Totalizing Meter
Biochemical Oxygen Demand (5-day)	One/week (Two/week*)	Grab
Total Suspended Solids	One/week (Two/week*)	Composite
pH	Two/month (Two/week*)	Grab
Chlorine Residual	Continuous	Recording meter

*Final Phase monitoring frequency

The monitoring shall be done after the final treatment unit and prior to storage of the treated effluent. If the effluent is land applied directly from the treatment system, monitoring shall be done after the final treatment unit and prior to land application. These records shall be maintained on a monthly basis and be available at the plant site for inspection by authorized representatives of the Commission for at least three years.

STANDARD PERMIT CONDITIONS

This permit is granted in accordance with the Texas Water Code and the rules and other Orders of the Commission and the laws of the State of Texas.

DEFINITIONS

All definitions in Section 26.001 of the Texas Water Code and 30 TAC Chapter 305 shall apply to this permit and are incorporated by reference. Some specific definitions of words or phrases used in this permit are as follows:

1. Flow Measurements

- a. Daily average flow - the arithmetic average of all determinations of the daily flow within a period of one calendar month. The daily average flow determination shall consist of determinations made on at least four separate days. If instantaneous measurements are used to determine the daily flow, the determination shall be the arithmetic average of all instantaneous measurements taken during that month. Daily average flow determination for intermittent discharges shall consist of a minimum of three flow determinations on days of discharge.
- b. Annual average flow - the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months. The annual average flow determination shall consist of daily flow volume determinations made by a totalizing meter, charted on a chart recorder and limited to major domestic wastewater discharge facilities with a 1 million gallons per day or greater permitted flow.
- c. Instantaneous flow - the measured flow during the minimum time required to interpret the flow measuring device.

2. Concentration Measurements

- a. Daily average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar month, consisting of at least four separate representative measurements.
 - i. For domestic wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values in the previous four consecutive month period consisting of at least four measurements shall be utilized as the daily average concentration.
 - ii. For all other wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values taken during the month shall be utilized as the daily average concentration.
- b. 7-day average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar week, Sunday through Saturday.
- c. Daily maximum concentration - the maximum concentration measured on a single day, by the sample type specified in the permit, within a period of one calendar month.

3. Sample Type

- a. Composite sample - For domestic wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (a). For industrial wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (b).
 - b. Grab sample - an individual sample collected in less than 15 minutes.
4. Treatment Facility (facility) - wastewater facilities used in the conveyance, storage, treatment, recycling, reclamation and/or disposal of domestic sewage, industrial wastes, agricultural wastes, recreational wastes, or other wastes including sludge handling or disposal facilities under the jurisdiction of the Commission.
 5. The term "sewage sludge" is defined as solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in 30 TAC Chapter 312. This includes the solids which have not been classified as hazardous waste separated from wastewater by unit processes.
 6. Bypass - the intentional diversion of a waste stream from any portion of a treatment facility.

MONITORING REQUIREMENTS

1. Monitoring Requirements

Monitoring results shall be collected at the intervals specified in the permit. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall conduct effluent sampling in accordance with 30 TAC §§ 319.4 - 319.12.

As provided by state law, the permittee is subject to administrative, civil and criminal penalties, as applicable, for negligently or knowingly violating the Texas Water Code, Chapters 26, 27, and 28, and Texas Health and Safety Code, Chapter 361, including but not limited to knowingly making any false statement, representation, or certification on any report, record or other document submitted or required to be maintained under this permit, including monitoring reports, records or reports of compliance or noncompliance, or falsifying, tampering with or knowingly rendering inaccurate any monitoring device or method required by this permit or violating any other requirement imposed by state or federal regulations.

2. Test Procedures

- a. Unless otherwise specified in this permit, test procedures for the analysis of pollutants shall comply with procedures specified in 30 TAC §§ 319.11 - 319.12. Measurements, tests and calculations shall be accurately accomplished in a representative manner.
- b. All laboratory tests submitted to demonstrate compliance with this permit must meet the requirements of 30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification.

3. Records of Results

- a. Monitoring samples and measurements shall be taken at times and in a manner so as to be representative of the monitored activity.
- b. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years, monitoring and reporting records, including strip charts and records of calibration and maintenance, copies of all records required by this permit, and records of all data used to complete the application for this permit shall be retained at the facility site, or shall be readily available for review by a TCEQ representative for a period of three years from the date of the record or sample, measurement, report, or application. This period shall be extended at the request of the Executive Director.
- c. Records of monitoring activities shall include the following:
 - i. date, time and place of sample or measurement;
 - ii. identity of individual who collected the sample or made the measurement.
 - iii. date and time of analysis;
 - iv. identity of the individual and laboratory who performed the analysis;
 - v. the technique or method of analysis; and
 - vi. the results of the analysis or measurement and quality assurance/quality control records.

The period during which records are required to be kept shall be automatically extended to the date of the final disposition of any administrative or judicial enforcement action that may be instituted against the permittee.

4. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit using approved analytical methods as specified above, all results of such monitoring shall be included in determining compliance with permit requirements.

5. Calibration of Instruments

All automatic flow measuring or recording devices and all totalizing meters for measuring flows shall be accurately calibrated by a trained person at plant start-up and as often thereafter as necessary to ensure accuracy, but not less often than annually unless authorized by the Executive Director for a longer period. Such person shall verify in writing that the device is operating properly and giving accurate results. Copies of the verification shall be retained at the facility site and/or shall be readily available for review by a TCEQ representative for a period of three years.

6. Compliance Schedule Reports

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of the permit shall be submitted no later than 14 days following each schedule date to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224).

7. Noncompliance Notification

- a. In accordance with 30 TAC § 305.125(9), any noncompliance which may endanger human health or safety, or the environment shall be reported by the permittee to the TCEQ. Except as allowed by 30 TAC § 305.132, report of such information shall be provided orally or by facsimile transmission (FAX) to the Regional Office within 24 hours of becoming aware of the noncompliance. A written submission of such information shall also be provided by the permittee to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) within five working days of becoming aware of the noncompliance. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
 - b. The following violations shall be reported under Monitoring and Reporting Requirement 7.a.:
 - i. Unauthorized discharges as defined in Permit Condition 2(g).
 - ii. Any unanticipated bypass which exceeds any effluent limitation in the permit.
 - c. In addition to the above, any effluent violation which deviates from the permitted effluent limitation by more than 40% shall be reported by the permittee in writing to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) within 5 working days of becoming aware of the noncompliance.
 - d. Any noncompliance other than that specified in this section, or any required information not submitted or submitted incorrectly, shall be reported to the Compliance Monitoring Team of the Enforcement Division (MC 224) as promptly as possible.
8. In accordance with the procedures described in 30 TAC §§ 35.301 - 35.303 (relating to Water Quality Emergency and Temporary Orders) if the permittee knows in advance of the need for a bypass, it shall submit prior notice by applying for such authorization.
9. Changes in Discharges of Toxic Substances

All existing manufacturing, commercial, mining, and silvicultural permittees shall notify the Regional Office, orally or by facsimile transmission within 24 hours, and both the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) in writing within five (5) working days, after becoming aware of or having reason to believe:

- a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant listed at 40 CFR Part 122, Appendix D, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - i. One hundred micrograms per liter (100 µg/L);
 - ii. Two hundred micrograms per liter (200 µg/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/L) for 2,4-dinitrophenol and for 2-methyl-

- 4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;
 - iii. Five (5) times the maximum concentration value reported for that pollutant in the permit application; or
 - iv. The level established by the TCEQ.
- b. That any activity has occurred or will occur which would result in any discharge, on a nonroutine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
- i. Five hundred micrograms per liter (500 µg/L);
 - ii. One milligram per liter (1 mg/L) for antimony;
 - iii. Ten (10) times the maximum concentration value reported for that pollutant in the permit application; or
 - iv. The level established by the TCEQ.
10. Signatories to Reports

All reports and other information requested by the Executive Director shall be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).

PERMIT CONDITIONS

1. General

- a. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in an application or in any report to the Executive Director, it shall promptly submit such facts or information.
- b. This permit is granted on the basis of the information supplied and representations made by the permittee during action on an application, and relying upon the accuracy and completeness of that information and those representations. After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked, in whole or in part, in accordance with 30 TAC Chapter 305, Subchapter D, during its term for good cause including, but not limited to, the following:
 - i. Violation of any terms or conditions of this permit;
 - ii. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
 - iii. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- c. The permittee shall furnish to the Executive Director, upon request and within a reasonable time, any information to determine whether cause exists for amending, revoking, suspending or terminating the permit. The permittee shall also furnish to the Executive Director, upon request, copies of records required to be kept by the permit.

2. Compliance

- a. Acceptance of the permit by the person to whom it is issued constitutes acknowledgment and agreement that such person will comply with all the terms and conditions embodied in the permit, and the rules and other orders of the Commission.
 - b. The permittee has a duty to comply with all conditions of the permit. Failure to comply with any permit condition constitutes a violation of the permit and the Texas Water Code or the Texas Health and Safety Code, and is grounds for enforcement action, for permit amendment, revocation or suspension, or for denial of a permit renewal application or an application for a permit for another facility.
 - c. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.
 - d. The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal or other permit violation which has a reasonable likelihood of adversely affecting human health or the environment.
 - e. Authorization from the Commission is required before beginning any change in the permitted facility or activity that may result in noncompliance with any permit requirements.
 - f. A permit may be amended, suspended and reissued, or revoked for cause in accordance with 30 TAC §§ 305.62 and 305.66 and Texas Water Code Section 7.302. The filing of a request by the permittee for a permit amendment, suspension and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
 - g. There shall be no unauthorized discharge of wastewater or any other waste. For the purpose of this permit, an unauthorized discharge is considered to be any discharge of wastewater into or adjacent to water in the state at any location not permitted as an outfall or otherwise defined in the Special Provisions section of this permit.
 - h. The permittee is subject to administrative, civil, and criminal penalties, as applicable, under Texas Water Code §§ 7.051 - 7.075 (relating to Administrative Penalties), 7.101 - 7.111 (relating to Civil Penalties), and 7.141 - 7.202 (relating to Criminal Offenses and Penalties).
3. Inspections and Entry
- a. Inspection and entry shall be allowed as prescribed in the Texas Water Code Chapters 26, 27, and 28, and Texas Health and Safety Code Chapter 361.
 - b. The members of the Commission and employees and agents of the Commission are entitled to enter any public or private property at any reasonable time for the purpose of inspecting and investigating conditions relating to the quality of water in the state or the compliance with any rule, regulation, permit or other order of the Commission. Members, employees, or agents of the Commission and Commission contractors are entitled to enter public or private property at any reasonable time to investigate or monitor or, if the responsible party is not responsive or there is an immediate danger to public health or the environment, to remove or remediate a condition related to the

quality of water in the state. Members, employees, Commission contractors, or agents acting under this authority who enter private property shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection, and if the property has management in residence, shall notify management or the person then in charge of his presence and shall exhibit proper credentials. If any member, employee, Commission contractor, or agent is refused the right to enter in or on public or private property under this authority, the Executive Director may invoke the remedies authorized in Texas Water Code Section 7.002. The statement above, that Commission entry shall occur in accordance with an establishment's rules and regulations concerning safety, internal security, and fire protection, is not grounds for denial or restriction of entry to any part of the facility, but merely describes the Commission's duty to observe appropriate rules and regulations during an inspection.

4. Permit Amendment and/or Renewal

- a. The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility if such alterations or additions would require a permit amendment or result in a violation of permit requirements. Notice shall also be required under this paragraph when:
 - i. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements in Monitoring and Reporting Requirements No. 9;
 - ii. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
- b. Prior to any facility modifications, additions, or expansions that will increase the plant capacity beyond the permitted flow, the permittee must apply for and obtain proper authorization from the Commission before commencing construction.
- c. The permittee must apply for an amendment or renewal at least 180 days prior to expiration of the existing permit in order to continue a permitted activity after the expiration date of the permit. If an application is submitted prior to the expiration date of the permit, the existing permit shall remain in effect until the application is approved, denied, or returned. If the application is returned or denied, authorization to continue such activity shall terminate upon the effective date of the action. If an application is not submitted prior to the expiration date of the permit, the permit shall expire and authorization to continue such activity shall terminate.
- d. Prior to accepting or generating wastes which are not described in the permit application or which would result in a significant change in the quantity or quality of the existing discharge, the permittee must report the proposed changes to the Commission. The permittee must apply for a permit amendment reflecting any necessary changes in permit conditions, including effluent limitations for pollutants not identified and limited by this permit.

- e. In accordance with the Texas Water Code § 26.029(b), after a public hearing, notice of which shall be given to the permittee, the Commission may require the permittee, from time to time, for good cause, in accordance with applicable laws, to conform to new or additional conditions.

5. Permit Transfer

- a. Prior to any transfer of this permit, Commission approval must be obtained. The Commission shall be notified in writing of any change in control or ownership of facilities authorized by this permit. Such notification should be sent to the Applications Review and Processing Team (MC 148) of the Water Quality Division.
- b. A permit may be transferred only according to the provisions of 30 TAC § 305.64 (relating to Transfer of Permits) and 30 TAC § 50.133 (relating to Executive Director Action on Application or WQMP update).

6. Relationship to Hazardous Waste Activities

This permit does not authorize any activity of hazardous waste storage, processing, or disposal which requires a permit or other authorization pursuant to the Texas Health and Safety Code.

7. Property Rights

A permit does not convey any property rights of any sort, or any exclusive privilege.

8. Permit Enforceability

The conditions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

9. Relationship to Permit Application

The application pursuant to which the permit has been issued is incorporated herein; provided, however, that in the event of a conflict between the provisions of this permit and the application, the provisions of the permit shall control.

10. Notice of Bankruptcy.

- a. Each permittee shall notify the Executive Director, in writing, immediately following the filing of a voluntary or involuntary petition for bankruptcy under any chapter of Title 11 (Bankruptcy) of the United States Code (11 USC) by or against:
 - i. the permittee;
 - ii. an entity (as that term is defined in 11 USC, § 101(14)) controlling the permittee or listing the permit or permittee as property of the estate; or
 - iii. an affiliate (as that term is defined in 11 USC, § 101(2)) of the permittee.
- b. This notification must indicate:

- i. the name of the permittee;
- ii. the permit number(s);
- iii. the bankruptcy court in which the petition for bankruptcy was filed; and
- iv. the date of filing of the petition.

OPERATIONAL REQUIREMENTS

1. The permittee shall at all times ensure that the facility and all of its systems of collection, treatment, and disposal are properly operated and maintained. This includes, but is not limited to, the regular, periodic examination of wastewater solids within the treatment plant by the operator in order to maintain an appropriate quantity and quality of solids inventory as described in the various operator training manuals and according to accepted industry standards for process control. Process control, maintenance, and operations records shall be retained at the facility site, or shall be readily available for review by a TCEQ representative, for a period of three years.
2. Upon request by the Executive Director, the permittee shall take appropriate samples and provide proper analysis in order to demonstrate compliance with Commission rules. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall comply with all applicable provisions of 30 TAC Chapter 312 concerning sewage sludge use and disposal and 30 TAC §§ 319.21 - 319.29 concerning the discharge of certain hazardous metals.
3. Domestic wastewater treatment facilities shall comply with the following provisions:
 - a. The permittee shall notify the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, in writing, of any facility expansion at least 90 days prior to conducting such activity.
 - b. The permittee shall submit a closure plan for review and approval to the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, for any closure activity at least 90 days prior to conducting such activity. Closure is the act of permanently taking a waste management unit or treatment facility out of service and includes the permanent removal from service of any pit, tank, pond, lagoon, surface impoundment and/or other treatment unit regulated by this permit.
4. The permittee is responsible for installing prior to plant start-up, and subsequently maintaining, adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures by means of alternate power sources, standby generators, and/or retention of inadequately treated wastewater.
5. Unless otherwise specified, the permittee shall provide a readily accessible sampling point and, where applicable, an effluent flow measuring device or other acceptable means by which effluent flow may be determined.
6. The permittee shall remit an annual water quality fee to the Commission as required by 30 TAC Chapter 21. Failure to pay the fee may result in revocation of this permit under Texas Water Code § 7.302(b)(6).
7. Documentation

For all written notifications to the Commission required of the permittee by this permit, the permittee shall keep and make available a copy of each such notification under the same conditions as self-monitoring data are required to be kept and made available. Except for information specified as not confidential in 30 TAC § 1.5(d), any information submitted pursuant to this permit may be claimed as confidential by the submitter. Any such claim must be asserted in the manner prescribed in the application form or by stamping the words "confidential business information" on each page containing such information. If no claim is made at the time of submission, information may be made available to the public without further notice. If the Commission or Executive Director agrees with the designation of confidentiality, the TCEQ will not provide the information for public inspection unless required by the Texas Attorney General or a court pursuant to an open records request. If the Executive Director does not agree with the designation of confidentiality, the person submitting the information will be notified.

8. Facilities which generate domestic wastewater shall comply with the following provisions; domestic wastewater treatment facilities at permitted industrial sites are excluded.

- a. Whenever flow measurements for any domestic sewage treatment facility reach 75 percent of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90 percent of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75 percent of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.

If in the judgement of the Executive Director the population to be served will not cause permit noncompliance, then the requirement of this section may be waived. To be effective, any waiver must be in writing and signed by the Director of the Enforcement Division (MC 219) of the Commission, and such waiver of these requirements will be reviewed upon expiration of the existing permit; however, any such waiver shall not be interpreted as condoning or excusing any violation of any permit parameter.

- b. The plans and specifications for domestic sewage collection and treatment works associated with any domestic permit must be approved by the Commission and failure to secure approval before commencing construction of such works or making a discharge is a violation of this permit and each day is an additional violation until approval has been secured.
- c. Permits for domestic wastewater treatment plants are granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment and disposal systems. The Commission reserves the right to amend any domestic wastewater permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, should such be developed; to require the delivery of the wastes authorized to be collected in, treated by or discharged from said system, to such area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made

when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment or disposal system.

9. Domestic wastewater treatment plants shall be operated and maintained by sewage plant operators holding a valid certificate of competency at the required level as defined in 30 TAC Chapter 30.
10. Facilities which generate industrial solid waste as defined in 30 TAC § 335.1 shall comply with these provisions:
 - a. Any solid waste, as defined in 30 TAC § 335.1 (including but not limited to such wastes as garbage, refuse, sludge from a waste treatment, water supply treatment plant or air pollution control facility, discarded materials, discarded materials to be recycled, whether the waste is solid, liquid, or semisolid), generated by the permittee during the management and treatment of wastewater, must be managed in accordance with all applicable provisions of 30 TAC Chapter 335, relating to Industrial Solid Waste Management.
 - b. Industrial wastewater that is being collected, accumulated, stored, or processed before discharge through any final discharge outfall, specified by this permit, is considered to be industrial solid waste until the wastewater passes through the actual point source discharge and must be managed in accordance with all applicable provisions of 30 TAC Chapter 335.
 - c. The permittee shall provide written notification, pursuant to the requirements of 30 TAC § 335.8(b)(1), to the Corrective Action Section (MC 221) of the Remediation Division informing the Commission of any closure activity involving an Industrial Solid Waste Management Unit, at least 90 days prior to conducting such an activity.
 - d. Construction of any industrial solid waste management unit requires the prior written notification of the proposed activity to the Registration and Reporting Section (MC 129) of the Permitting and Remediation Support Division. No person shall dispose of industrial solid waste, including sludge or other solids from wastewater treatment processes, prior to fulfilling the deed recordation requirements of 30 TAC § 335.5.
 - e. The term "industrial solid waste management unit" means a landfill, surface impoundment, waste-pile, industrial furnace, incinerator, cement kiln, injection well, container, drum, salt dome waste containment cavern, or any other structure vessel, appurtenance, or other improvement on land used to manage industrial solid waste.
 - f. The permittee shall keep management records for all sludge (or other waste) removed from any wastewater treatment process. These records shall fulfill all applicable requirements of 30 TAC Chapter 335 and must include the following, as it pertains to wastewater treatment and discharge:
 - i. Volume of waste and date(s) generated from treatment process;
 - ii. Volume of waste disposed of on-site or shipped off-site;
 - iii. Date(s) of disposal;
 - iv. Identity of hauler or transporter;

- v. Location of disposal site; and
- vi. Method of final disposal.

The above records shall be maintained on a monthly basis. The records shall be retained at the facility site, or shall be readily available for review by authorized representatives of the TCEQ for at least five years.

- 11. For industrial facilities to which the requirements of 30 TAC Chapter 335 do not apply, sludge and solid wastes, including tank cleaning and contaminated solids for disposal, shall be disposed of in accordance with Chapter 361 of the Texas Health and Safety Code.

TCEQ Revision 06/2008

SLUDGE PROVISIONS

The permittee is authorized to dispose of sludge only at a Texas Commission on Environmental Quality (TCEQ) authorized land application site, co-disposal landfill, wastewater treatment facility, or facility that further processes sludge. **The disposal of sludge by land application on property owned, leased or under the direct control of the permittee is a violation of the permit unless the site is authorized with the TCEQ. This provision does not authorize Distribution and Marketing of Class A or Class AB Sewage Sludge. This provision does not authorize the permittee to land apply sludge on property owned, leased or under the direct control of the permittee.**

SECTION I. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE LAND APPLICATION

A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.
2. In all cases, if the person (permit holder) who prepares the sewage sludge supplies the sewage sludge to another person for land application use or to the owner or lease holder of the land, the permit holder shall provide necessary information to the parties who receive the sludge to assure compliance with these regulations.
3. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

B. Testing Requirements

1. Sewage sludge shall be tested once during the term of this permit in the Interim I and Interim II phases; annually in the Final phase in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I [Toxicity Characteristic Leaching Procedure (TCLP)] or other method that receives the prior approval of the TCEQ for the contaminants listed in 40 CFR Part 261.24, Table 1. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal. Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division and the Regional Director (MC Region 11) within seven (7) days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Permitting and Registration Support Division (MC 129), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30th of each year. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

2. Sewage sludge shall not be applied to the land if the concentration of the pollutants exceeds the pollutant concentration criteria in Table 1. The frequency of testing for pollutants in Table 1 is found in Section I.C. of this permit.

TABLE 1

<u>Pollutant</u>	<u>Ceiling Concentration</u> <u>(Milligrams per kilogram)*</u>
Arsenic	75
Cadmium	85
Chromium	3000
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
PCBs	49
Selenium	100
Zinc	7500

* Dry weight basis

3. Pathogen Control

All sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site must be treated by one of the following methods to ensure that the sludge meets either the Class A, Class AB or Class B pathogen requirements.

- a. For sewage sludge to be classified as Class A with respect to pathogens, the density of fecal coliform in the sewage sludge must be less than 1,000 most probable number (MPN) per gram of total solids (dry weight basis), or the density of Salmonella sp. bacteria in the sewage sludge must be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met:

Alternative 1 - The temperature of the sewage sludge that is used or disposed shall be maintained at or above a specific value for a period of time. See 30 TAC § 312.82(a)(2)(A) for specific information;

Alternative 5 (PFRP) - Sewage sludge that is used or disposed of must be treated in one of the Processes to Further Reduce Pathogens (PFRP) described in 40 CFR Part 503, Appendix B. PFRP include composting, heat drying, heat treatment, and thermophilic aerobic digestion; or

Alternative 6 (PFRP Equivalent) - Sewage sludge that is used or disposed of must be treated in a process that has been approved by the U. S. Environmental Protection Agency as being equivalent to those in Alternative 5.

- b. For sewage sludge to be classified as Class AB with respect to pathogens, the density of fecal coliform in the sewage sludge must be less than 1,000 MPN per gram of total solids (dry weight basis), or the density of *Salmonella* sp. bacteria in the sewage sludge be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met:

Alternative 2 - The pH of the sewage sludge that is used or disposed shall be raised to above 12 std. units and shall remain above 12 std. units for 72 hours.

The temperature of the sewage sludge shall be above 52° Celsius for 12 hours or longer during the period that the pH of the sewage sludge is above 12 std. units.

At the end of the 72-hour period during which the pH of the sewage sludge is above 12 std. units, the sewage sludge shall be air dried to achieve a percent solids in the sewage sludge greater than 50%; or

Alternative 3 - The sewage sludge shall be analyzed for enteric viruses prior to pathogen treatment. The limit for enteric viruses is less than one Plaque-forming Unit per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(i-iii) for specific information. The sewage sludge shall be analyzed for viable helminth ova prior to pathogen treatment. The limit for viable helminth ova is less than one per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(iv-vi) for specific information; or

Alternative 4 - The density of enteric viruses in the sewage sludge shall be less than one Plaque-forming Unit per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. The density of viable helminth ova in the sewage sludge shall be less than one per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed.

- c. Sewage sludge that meets the requirements of Class AB sewage sludge may be classified a Class A sewage sludge if a variance request is submitted in writing that is supported by substantial documentation demonstrating equivalent methods for reducing odors and written approval is granted by the executive director. The executive director may deny the variance request or revoke that approved variance if it is determined that the variance may potentially endanger human health or the environment, or create nuisance odor conditions.
- d. Three alternatives are available to demonstrate compliance with Class B criteria for

sewage sludge.

Alternative 1

- i. A minimum of seven random samples of the sewage sludge shall be collected within 48 hours of the time the sewage sludge is used or disposed of during each monitoring episode for the sewage sludge.
- ii. The geometric mean of the density of fecal coliform in the samples collected shall be less than either 2,000,000 MPN per gram of total solids (dry weight basis) or 2,000,000 Colony Forming Units per gram of total solids (dry weight basis).

Alternative 2 - Sewage sludge that is used or disposed of shall be treated in one of the Processes to Significantly Reduce Pathogens (PSRP) described in 40 CFR Part 503, Appendix B, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;
- ii. An independent Texas Licensed Professional Engineer must make a certification to the generator of a sewage sludge that the wastewater treatment facility generating the sewage sludge is designed to achieve one of the PSRP at the permitted design loading of the facility. The certification need only be repeated if the design loading of the facility is increased. The certification shall include a statement indicating the design meets all the applicable standards specified in Appendix B of 40 CFR Part 503;
- iii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iv. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review; and
- v. If the sewage sludge is generated from a mixture of sources, resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the PSRP, and shall meet the certification, operation, and record keeping requirements of this paragraph.

Alternative 3 - Sewage sludge shall be treated in an equivalent process that has been approved by the U.S. Environmental Protection Agency, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a

single location, except as provided in paragraph v. below;

- ii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iii. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review;
- iv. The Executive Director will accept from the U.S. Environmental Protection Agency a finding of equivalency to the defined PSRP; and
- v. If the sewage sludge is generated from a mixture of sources resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the Processes to Significantly Reduce Pathogens, and shall meet the certification, operation, and record keeping requirements of this paragraph.

In addition to the Alternatives 1 – 3, the following site restrictions must be met if Class B sludge is land applied:

- i. Food crops with harvested parts that touch the sewage sludge/soil mixture and are totally above the land surface shall not be harvested for 14 months after application of sewage sludge.
- ii. Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of sewage sludge when the sewage sludge remains on the land surface for 4 months or longer prior to incorporation into the soil.
- iii. Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of sewage sludge when the sewage sludge remains on the land surface for less than 4 months prior to incorporation into the soil.
- iv. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of sewage sludge.
- v. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.
- vi. Turf grown on land where sewage sludge is applied shall not be harvested for 1 year after application of the sewage sludge when the harvested turf is placed on either land with a high potential for public exposure or a lawn.

- vii. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of sewage sludge.
- viii. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.
- ix. Land application of sludge shall be in accordance with the buffer zone requirements found in 30 TAC § 312.44.

4. Vector Attraction Reduction Requirements

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site shall be treated by one of the following Alternatives 1 through 10 for vector attraction reduction.

- Alternative 1 - The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38%.
- Alternative 2 - If Alternative 1 cannot be met for an anaerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge anaerobically in the laboratory in a bench-scale unit for 40 additional days at a temperature between 30° and 37° Celsius. Volatile solids must be reduced by less than 17% to demonstrate compliance.
- Alternative 3 - If Alternative 1 cannot be met for an aerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge with percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20° Celsius. Volatile solids must be reduced by less than 15% to demonstrate compliance.
- Alternative 4 - The specific oxygen uptake rate (SOUR) for sewage sludge treated in an aerobic process shall be equal to or less than 1.5 milligrams of oxygen per hour per gram of total solids (dry weight basis) at a temperature of 20° Celsius.
- Alternative 5 - Sewage sludge shall be treated in an aerobic process for 14 days or longer. During that time, the temperature of the sewage sludge shall be higher than 40° Celsius and the average temperature of the sewage sludge shall be higher than 45° Celsius.
- Alternative 6 - The pH of sewage sludge shall be raised to 12 or higher by alkali addition and, without the addition of more alkali shall remain at 12 or higher for two hours and then remain at a pH of 11.5 or higher for an additional 22 hours at the time the sewage sludge is prepared for sale or given away in a bag or other container.
- Alternative 7 - The percent solids of sewage sludge that does not contain unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 75% based on the moisture content and total solids prior to mixing with other materials. Unstabilized solids are

defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.

Alternative 8 - The percent solids of sewage sludge that contains unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 90% based on the moisture content and total solids prior to mixing with other materials at the time the sludge is used. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.

Alternative 9 -

- i. Sewage sludge shall be injected below the surface of the land.
- ii. No significant amount of the sewage sludge shall be present on the land surface within one hour after the sewage sludge is injected.
- iii. When sewage sludge that is injected below the surface of the land is Class A or Class AB with respect to pathogens, the sewage sludge shall be injected below the land surface within eight hours after being discharged from the pathogen treatment process.

Alternative 10 -

- i. Sewage sludge applied to the land surface or placed on a surface disposal site shall be incorporated into the soil within six hours after application to or placement on the land.
- ii. When sewage sludge that is incorporated into the soil is Class A or Class AB with respect to pathogens, the sewage sludge shall be applied to or placed on the land within eight hours after being discharged from the pathogen treatment process.

C. Monitoring Requirements

Toxicity Characteristic Leaching Procedure (TCLP) Test	- once during the term of this permit in the Interim I and Interim II phases; annually in the Final phase
PCBs	- once during the term of this permit in the Interim I and Interim II phases; annually in the Final phase

All metal constituents and fecal coliform or *Salmonella* sp. bacteria shall be monitored at the appropriate frequency shown below, pursuant to 30 TAC § 312.46(a)(1):

<u>Amount of sewage sludge (*) metric tons per 365-day period</u>	<u>Monitoring Frequency</u>
0 to less than 290	Once/Year
290 to less than 1,500	Once/Quarter
1,500 to less than 15,000	Once/Two Months

15,000 or greater

Once/Month

(*) *The amount of bulk sewage sludge applied to the land (dry wt. basis).*

Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC § 312.7

Identify each of the analytic methods used by the facility to analyze enteric viruses, fecal coliforms, helminth ova, *Salmonella* sp., and other regulated parameters.

Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.

Identify the nature of material generated by the facility (such as a biosolid for beneficial use or land-farming, or sewage sludge for disposal at a monofill) and whether the material is ultimately conveyed off-site in bulk or in bags.

SECTION II. REQUIREMENTS SPECIFIC TO BULK SEWAGE SLUDGE FOR APPLICATION TO THE LAND MEETING CLASS A, CLASS AB or B PATHOGEN REDUCTION AND THE CUMULATIVE LOADING RATES IN TABLE 2, OR CLASS B PATHOGEN REDUCTION AND THE POLLUTANT CONCENTRATIONS IN TABLE 3

For those permittees meeting Class A, Class AB or B pathogen reduction requirements and that meet the cumulative loading rates in Table 2 below, or the Class B pathogen reduction requirements and contain concentrations of pollutants below listed in Table 3, the following conditions apply:

A. Pollutant Limits

Table 2

<u>Pollutant</u>	<u>Cumulative Pollutant Loading Rate (pounds per acre)*</u>
Arsenic	36
Cadmium	35
Chromium	2677
Copper	1339
Lead	268
Mercury	15
Molybdenum	Report Only
Nickel	375
Selenium	89
Zinc	2500

Table 3

<u>Pollutant</u>	<u>Monthly Average Concentration (milligrams per kilogram)*</u>
Arsenic	41
Cadmium	39
Chromium	1200
Copper	1500
Lead	300
Mercury	17
Molybdenum	Report Only
Nickel	420
Selenium	36
Zinc	2800

*Dry weight basis

B. Pathogen Control

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, a reclamation site, shall be treated by either Class A, Class AB or Class B pathogen reduction requirements as defined above in Section I.B.3.

C. Management Practices

1. Bulk sewage sludge shall not be applied to agricultural land, forest, a public contact site, or a reclamation site that is flooded, frozen, or snow-covered so that the bulk sewage sludge enters a wetland or other waters in the State.
2. Bulk sewage sludge not meeting Class A requirements shall be land applied in a manner which complies with Applicability in accordance with 30 TAC §312.41 and the Management Requirements in accordance with 30 TAC § 312.44.
3. Bulk sewage sludge shall be applied at or below the agronomic rate of the cover crop.
4. An information sheet shall be provided to the person who receives bulk sewage sludge sold or given away. The information sheet shall contain the following information:
 - a. The name and address of the person who prepared the sewage sludge that is sold or given away in a bag or other container for application to the land.
 - b. A statement that application of the sewage sludge to the land is prohibited except in accordance with the instruction on the label or information sheet.
 - c. The annual whole sludge application rate for the sewage sludge application rate for the sewage sludge that does not cause any of the cumulative pollutant loading rates in Table 2 above to be exceeded, unless the pollutant concentrations in Table 3 found in Section II above are met.

D. Notification Requirements

1. If bulk sewage sludge is applied to land in a State other than Texas, written notice shall be provided prior to the initial land application to the permitting authority for the State in which the bulk sewage sludge is proposed to be applied. The notice shall include:
 - a. The location, by street address, and specific latitude and longitude, of each land application site.
 - b. The approximate time period bulk sewage sludge will be applied to the site.
 - c. The name, address, telephone number, and National Pollutant Discharge Elimination System permit number (if appropriate) for the person who will apply the bulk sewage sludge.
2. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

E. Record keeping Requirements

The sludge documents will be retained at the facility site and/or shall be readily available for review by a TCEQ representative. The person who prepares bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at

the facility site and/or shall be readily available for review by a TCEQ representative for a period of five years. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply.

1. The concentration (mg/kg) in the sludge of each pollutant listed in Table 3 above and the applicable pollutant concentration criteria (mg/kg), or the applicable cumulative pollutant loading rate and the applicable cumulative pollutant loading rate limit (lbs/ac) listed in Table 2 above.
2. A description of how the pathogen reduction requirements are met (including site restrictions for Class AB and Class B sludge, if applicable).
3. A description of how the vector attraction reduction requirements are met.
4. A description of how the management practices listed above in Section II.C are being met.
5. The following certification statement:

“I certify, under penalty of law, that the applicable pathogen requirements in 30 TAC § 312.82(a) or (b) and the vector attraction reduction requirements in 30 TAC § 312.83(b) have been met for each site on which bulk sewage sludge is applied. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the management practices have been met. I am aware that there are significant penalties for false certification including fine and imprisonment.”

6. The recommended agronomic loading rate from the references listed in Section II.C.3. above, as well as the actual agronomic loading rate shall be retained. The person who applies bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at the facility site and/or shall be readily available for review by a TCEQ representative indefinitely. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply:
 - a. A certification statement that all applicable requirements (specifically listed) have been met, and that the permittee understands that there are significant penalties for false certification including fine and imprisonment. See 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii), as applicable, and to the permittee's specific sludge treatment activities.
 - b. The location, by street address, and specific latitude and longitude, of each site on which sludge is applied.
 - c. The number of acres in each site on which bulk sludge is applied.
 - d. The date and time sludge is applied to each site.

- e. The cumulative amount of each pollutant in pounds/acre listed in Table 2 applied to each site.
- f. The total amount of sludge applied to each site in dry tons.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

F. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 11) and Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30th of each year the following information. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. Identify the nature of material generated by the facility (such as a biosolid for beneficial use or land-farming, or sewage sludge for disposal at a monofill) and whether the material is ultimately conveyed off-site in bulk or in bags.
3. Results of tests performed for pollutants found in either Table 2 or 3 as appropriate for the permittee's land application practices.
4. The frequency of monitoring listed in Section I.C. that applies to the permittee.
5. Toxicity Characteristic Leaching Procedure (TCLP) results.
6. PCB concentration in sludge in mg/kg.
7. Identity of hauler(s) and TCEQ transporter number.
8. Date(s) of transport.
9. Texas Commission on Environmental Quality registration number, if applicable.
10. Amount of sludge disposal dry weight (lbs/acre) at each disposal site.
11. The concentration (mg/kg) in the sludge of each pollutant listed in Table 1 (defined as a monthly average) as well as the applicable pollutant concentration criteria (mg/kg) listed in Table 3 above, or the applicable pollutant loading rate limit (lbs/acre) listed in Table 2 above if it exceeds 90% of the limit.
12. Level of pathogen reduction achieved (Class A, Class AB or Class B).
13. Alternative used as listed in Section I.B.3.(a. or b.). Alternatives describe how the pathogen reduction requirements are met. If Class B sludge, include information on how site restrictions were met.

14. Identify each of the analytic methods used by the facility to analyze enteric viruses, fecal coliforms, helminth ova, *Salmonella* sp., and other regulated parameters.
15. Vector attraction reduction alternative used as listed in Section I.B.4.
16. Amount of sludge transported in dry tons/year.
17. The certification statement listed in either 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii) as applicable to the permittee's sludge treatment activities, shall be attached to the annual reporting form.
18. When the amount of any pollutant applied to the land exceeds 90% of the cumulative pollutant loading rate for that pollutant, as described in Table 2, the permittee shall report the following information as an attachment to the annual reporting form.
 - a. The location, by street address, and specific latitude and longitude.
 - b. The number of acres in each site on which bulk sewage sludge is applied.
 - c. The date and time bulk sewage sludge is applied to each site.
 - d. The cumulative amount of each pollutant (i.e., pounds/acre) listed in Table 2 in the bulk sewage sludge applied to each site.
 - e. The amount of sewage sludge (i.e., dry tons) applied to each site.

The above records shall be maintained on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

**SECTION III. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE
DISPOSED IN A MUNICIPAL SOLID WASTE LANDFILL**

- A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 330 and all other applicable state and federal regulations to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present. The permittee shall ensure that the sewage sludge meets the requirements in 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
- B. If the permittee generates sewage sludge and supplies that sewage sludge to the owner or operator of a municipal solid waste landfill (MSWLF) for disposal, the permittee shall provide to the owner or operator of the MSWLF appropriate information needed to be in compliance with the provisions of this permit.
- C. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.
- D. Sewage sludge shall be tested once during the term of this permit in the Interim I and Interim II phases; annually in the Final phase in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ for contaminants listed in Table 1 of 40 CFR § 261.24. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal.

Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division and the Regional Director (MC Region 11) of the appropriate TCEQ field office within 7 days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Permitting and Registration Support Division (MC 129), Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year.

- E. Sewage sludge shall be tested as needed, in accordance with the requirements of 30 TAC Chapter 330.
- F. Record keeping Requirements

The permittee shall develop the following information and shall retain the information for five years.

1. The description (including procedures followed and the results) of all liquid Paint Filter Tests performed.
2. The description (including procedures followed and results) of all TCLP tests performed.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

G. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 11) and Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30th of each year the following information. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. Toxicity Characteristic Leaching Procedure (TCLP) results.
3. Annual sludge production in dry tons/year.
4. Amount of sludge disposed in a municipal solid waste landfill in dry tons/year.
5. Amount of sludge transported interstate in dry tons/year.
6. A certification that the sewage sludge meets the requirements of 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
7. Identity of hauler(s) and transporter registration number.
8. Owner of disposal site(s).
9. Location of disposal site(s).
10. Date(s) of disposal.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

SECTION IV. REQUIREMENTS APPLYING TO SLUDGE TRANSPORTED TO ANOTHER FACILITY FOR FURTHER PROCESSING

These provisions apply to sludge that is transported to another wastewater treatment facility or facility that further processes sludge. These provisions are intended to allow transport of sludge to facilities that have been authorized to accept sludge. These provisions do not limit the ability of the receiving facility to determine whether to accept the sludge, nor do they limit the ability of the receiving facility to request additional testing or documentation.

A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.
2. Sludge may only be transported using a registered transporter or using an approved pipeline.

B. Record Keeping Requirements

1. For sludge transported by an approved pipeline, the permittee must maintain records of the following:
 - a. the amount of sludge transported;
 - b. the date of transport;
 - c. the name and TCEQ permit number of the receiving facility or facilities;
 - d. the location of the receiving facility or facilities;
 - e. the name and TCEQ permit number of the facility that generated the waste; and
 - f. copy of the written agreement between the permittee and the receiving facility to accept sludge.
2. For sludge transported by a registered transporter, the permittee must maintain records of the completed trip tickets in accordance with 30 TAC § 312.145(a)(1)-(7) and amount of sludge transported.
3. The above records shall be maintained on-site on a monthly basis and shall be made available to the TCEQ upon request. These records shall be retained for at least five years.

C. Reporting Requirements

The permittee shall report the following information annually to the TCEQ Regional Office (MC Region 11) and Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30th of each year. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. the annual sludge production;
3. the amount of sludge transported;
4. the owner of each receiving facility;
5. the location of each receiving facility; and
6. the date(s) of disposal at each receiving facility.

TCEQ Revision 01/2016

SPECIAL PROVISIONS:

1. This permit is granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment, and disposal systems. The Commission reserves the right to amend this permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, if an area-wide system is developed; to require the delivery of the wastes authorized to be collected in, treated by, or discharged from the system, to an area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment, or disposal system.
2. The permittee shall employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid license or registration according to the requirements of 30 TAC Chapter 30, Occupational Licenses and Registrations, and in particular 30 TAC Chapter 30, Subchapter J, Wastewater Operators and Operations Companies.

This Category C facility must be operated by a chief operator or an operator holding a Category C license or higher. The facility must be operated a minimum of five days per week by the licensed chief operator or an operator holding the required level of license or higher. The licensed chief operator or operator holding the required level of license or higher must be available by telephone or pager seven days per week. Where shift operation of the wastewater treatment facility is necessary, each shift which does not have the on-site supervision of the licensed chief operator must be supervised by an operator in charge who is licensed not less than one level below the category for the facility.

3. The permittee shall maintain and operate the treatment facility in order to achieve optimum efficiency of treatment capability. This shall include required monitoring of effluent flow and quality as well as appropriate grounds and building maintenance.
4. Prior to construction of the re-rated Interim II phase and Final Phase wastewater treatment facilities, the permittee shall submit to the TCEQ Wastewater Permits Section (MC 148) a copy of the approval letter from TCEQ for the plans and specifications for this facility. If the permittee does not have a copy of an approval letter, the permittee shall submit a summary submittal letter in accordance with the requirements in 30 TAC Section 317.1. If requested by the Wastewater Permits Section, the permittee shall submit plans, specifications and a final engineering design report which comply with 30 TAC Chapter 317, Design Criteria for Sewerage Systems. The permittee shall clearly show how the treatment system will meet the Interim II and final permitted effluent limitations and flow required on Page 2 of the permit.
5. The permittee shall notify the TCEQ Regional Office (MC Region 11) and the Applications Review and Processing Team (MC 148) of the Water Quality Division, in writing at least forty-five (45) days prior to the completion of the new facilities on Notification of Completion Form 20007.
6. The Permittee shall provide facility for protection of its wastewater treatment facilities from a 100-year flood.

7. The permittee has submitted evidence of legal restrictions (on file) prohibiting residential structures within the part of the buffer zone not owned by the permittee according to 30 TAC Section 309.13(e)(3). The permittee shall comply with the requirements of 30 TAC Section 309.13(a) through (d). (See Attachment B.)
8. The irrigated crops include turf grass (golf course) and cedar trees (cedar breaks). Application rates to the irrigation land shall not exceed 3.45 acre-feet per year per acre irrigation for 140 acres of golf course irrigation and 4.72 acre-feet per year acre irrigated on 40 acres for irrigation of cedar trees irrigation in the Interim I Phase. Application rates to the irrigation land shall not exceed 3.45 acre-feet per year per acre irrigation for 140 acres of golf course irrigation and 5.95 acre-feet per year acre irrigated on 60 acres for irrigation of cedar trees irrigation in the Interim II Phase. Application rates to the irrigation land shall not exceed 3.45 acre-feet per year per acre irrigation for 140 acres of golf course irrigation and 6.37 acre-feet per year acre irrigated on 100 acres for irrigation of cedar trees irrigation in the Final Phase. The permittee is responsible for providing equipment to determine application rates and maintaining accurate records of the volume of effluent applied. These records shall be made available to review by the Texas Commission on Environmental Quality and shall be maintained for at least three years.
9. The permittee shall obtain representative soil samples from the root zones of the land application area receiving wastewater. The golf course and cedar breaks application areas shall be subdivided into three subareas each for soil sampling. A map depicting the six permanent soil sampling areas shall be submitted with the annual soil monitoring results. Composite sampling techniques shall be used. Each composite sample shall represent no more than 60 acres. Subsamples shall be composited by like sampling depth and soil type for analysis and reporting. Soil types are soils that have like topsoil or plow layer textures. These soils shall be sampled individually from 0 to 6 inches, 6 inches to 18 inches, and 18 inches to 30 inches below ground level. The permittee shall sample soils in December to February and shall be analyzed within 30 days of sample collection.

The permittee shall provide annual soil analyses of the land application area according to the following table:

Parameter	Method	Minimum Analytical Level (MAL)	Reporting units
pH	2:1 (v/v) water to soil mixture		Reported to 0.1 pH units after calibration of pH meter
Electrical Conductivity	2:1 (v/v) water to soil mixture	0.01	dS/m (same as mmho/cm)
Nitrate-nitrogen Ammonium-nitrogen	From a 1 <u>N</u> KCl soil extract	1	mg/kg (dry weight basis)
Total Kjeldahl Nitrogen (TKN)	For determination of Organic plus Ammonium	20	mg/kg (dry weight basis)

	Nitrogen. Procedures that use Mercury (Hg) are not acceptable.		
Total Nitrogen	= TKN + nitrate-nitrogen (same as, organic-nitrogen + ammonium-nitrogen + nitrate-nitrogen)		mg/kg (dry weight basis)
Plant-available: Phosphorus (P)	Mehlich III with inductively coupled plasma	1 (P)	mg/kg (dry weight basis)
Plant-available: Potassium (K) Calcium (Ca) Magnesium (Mg) Sodium (Na)	May be determined in the same Mehlich III extract with inductively coupled plasma	5 (K) 10 (Ca) 5 (Mg) 10 (Na)	mg/kg (dry weight basis)
Amendment addition, e.g., gypsum			Report in <i>short tons/acre</i> in the year effected

A copy of this soil testing plan shall be provided to the analytical laboratory prior to sample analysis. The permittee shall submit the results of the annual soil sample analyses with copies of the laboratory reports and a map depicting the areas that have received wastewater within the permanent land application fields to TCEQ Regional Office (MC Region 11), the Water Quality Assessment Team (MC 150) and to the Enforcement Division (MC 224) no later than end of September of each year. If wastewater is not applied in a particular year, the permittee shall notify the same TCEQ offices and indicate that wastewater has not been applied on the approved land irrigation site (s) during that year.

10. Irrigation practices shall be designed and managed so as to prevent ponding of effluent or contamination of ground and surface waters and to prevent the occurrence of nuisance conditions in the area. Crops, turf grass, native grasses, cover crops, the golf course or other ground cover shall be established and well maintained in the irrigation area throughout the year for effluent and nutrient uptake by the crop and to prevent pathways for effluent surfacing. Tailwater control facilities shall be provided as necessary to prevent the discharge of any effluent from the irrigated land.
11. Effluent shall not be applied for irrigation during rainfall events or when the ground is frozen or saturated.
12. The permittee shall erect adequate signs stating that the irrigation water is from a non-potable water supply for any area where treated effluent is stored or where there exist hose bibs or faucets. Signs shall consist of a red slash superimposed over the international symbol for drinking water accompanied by the message "DO NOT DRINK THE WATER" in both English and Spanish. All piping transporting the effluent shall be clearly marked with these same signs.
13. Spray fixtures for the irrigation system shall be of such design that they cannot be operated by unauthorized personnel.
14. Irrigation with effluent shall be accomplished only when the area specified is not in use.
15. The permittee shall maintain a long term contract with the owner(s) of the land application

site which is authorized for use in this permit, or own the land authorized for land application of treated effluent.

16. Holding or storage ponds shall conform to the design criteria for stabilization ponds with regard to construction and levee design and shall maintain a minimum freeboard of two feet according to 30 TAC Chapter 217, Design Criteria for Domestic Wastewater Systems.
17. Permanent transmission lines shall be installed from the holding pond to each tract of land to be irrigated utilizing effluent from that pond.
18. Wastewater effluent shall not be applied to rock outcrop exposures within 50 feet of the fault trace
19. The permittee shall maintain a minimum 50-foot buffer from surface water bodies and watercourses in the irrigation areas (Attachments C and D).
20. The wastewater storage pond adjacent to WWTP #2 shall be bermed to a height that is three feet above the 100-year flood level. This berm must be appropriately keyed into the substrate to prevent flooding of the retention structure.
21. The permittee shall inspect the leak detection systems installed at the Fairway Pond 17 and the existing Cedar Break Pond on a monthly basis to identify whether any water is collecting in the system. Upon use of the proposed Cedar Break Pond #2, permittee shall also conduct monthly inspections of the leak detection and leachate collection system of that pond. Permittee shall record the dates and results of the monthly inspections in a log book retained at the facility.

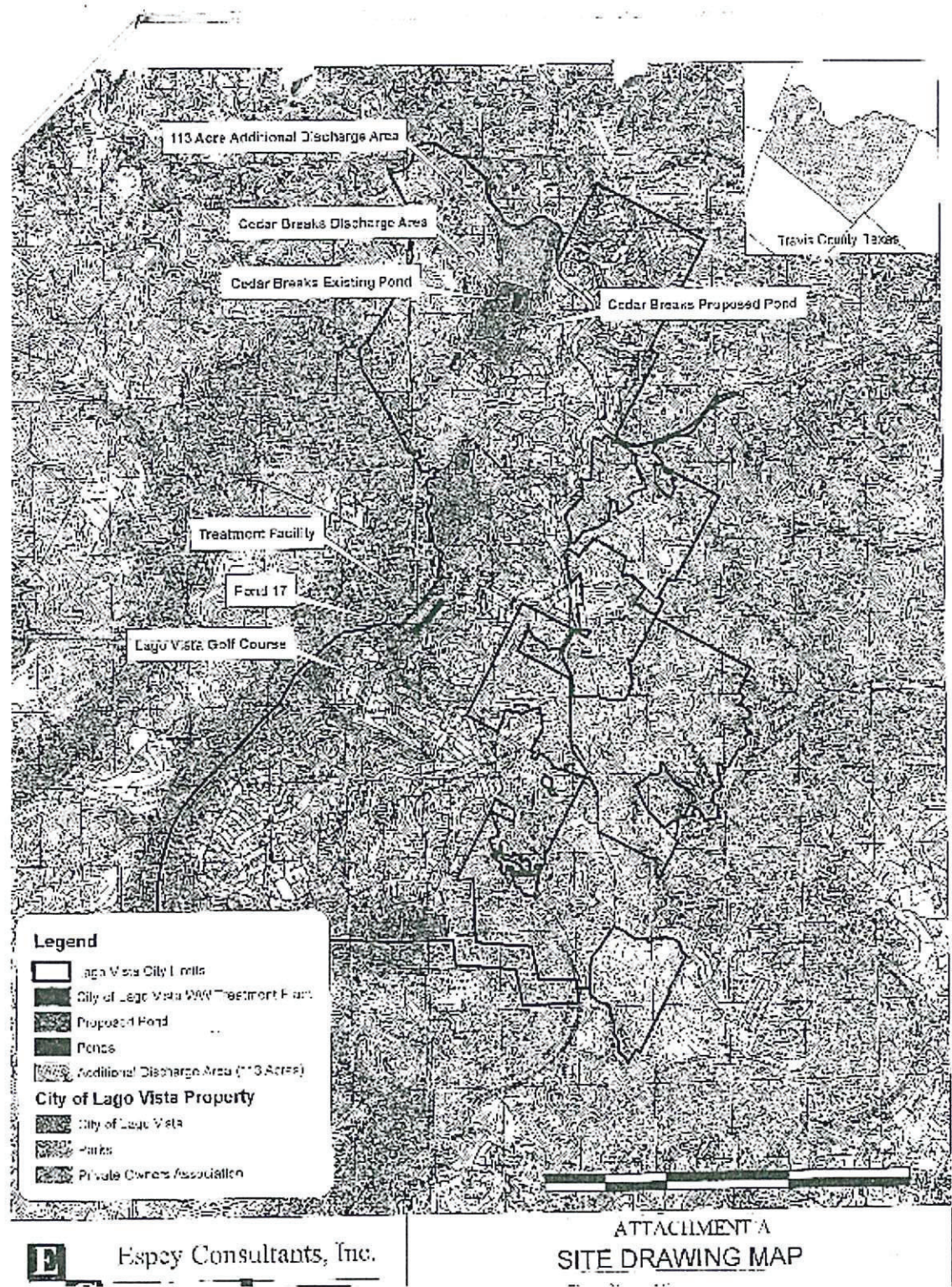
If any water is present in the leak detection and/or leachate collection systems, the permittee shall obtain a grab sample of the water and analyze it for nitrate-N, nitrite-N, Total Kjeldahl Nitrogen, ammonia-N, total phosphorus, orthophosphate, and fecal coliform. Permittee shall retain a copy of the laboratory results of the grab sample at the facility and make the results available to TCEQ staff. If any pond is found to be leaking, permittee shall implement corrective actions to repair the ponds.

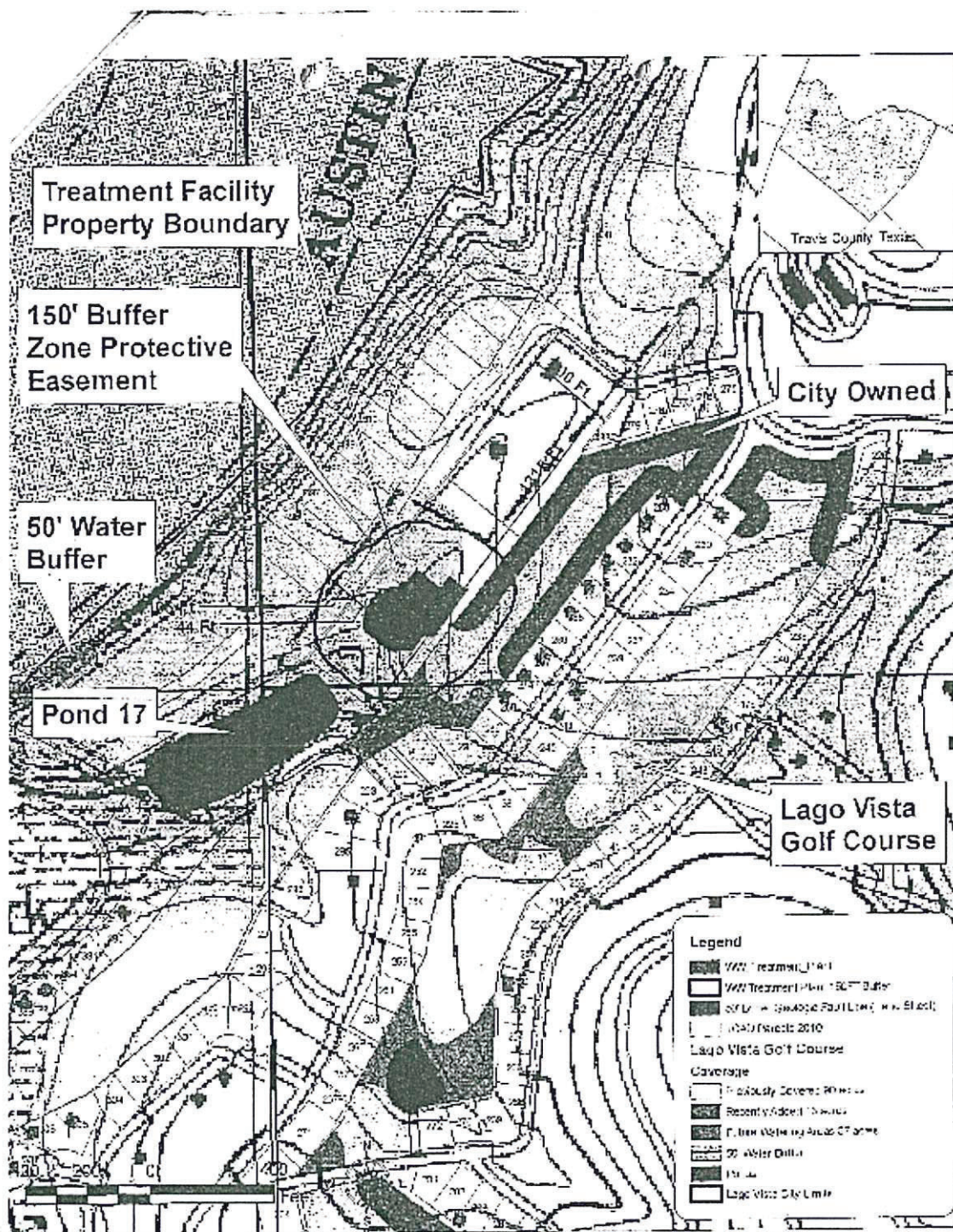
22. The permittee shall comply with the Soil Water/Springs Monitoring Plan submitted in the document "Cedar Breaks Effluent Disposal System Irrigation Management Plan" certified on August 21, 2008 and approved by the TCEQ Water Quality Assessment Team (MC 150). The permittee shall submit the data from the Soil Water/Springs Monitoring Plan to the Water Quality Assessment Team (MC 150) of the Water Quality Division during the month of September of each year. Data reported shall include: the date of survey, the date and amount (in inches) of most recent rain, whether any springs or seeps were located, the locations of the springs and seeps on a site map (if applicable), and laboratory report of the analytical results of the springs and seeps (if applicable).
23. If water quality data collected from existing seeps/springs indicate an increase in parameters outlined in Special Provision 22, or additional seeps/springs shall appear that differ from the baseline assessment, the permittee shall submit a Soil Moisture Monitoring Plan (SMMP) to the TCEQ Water Quality Assessment Team (MC 150) and the TCEQ Regional Office (MC Region 11), for review and comment within 30 days of discovery. This plan shall include, but not be limited to, the following criteria.

- a. One soil moisture monitoring device per irrigation zone.
- b. Automatic system such that if any one soil moisture monitoring device within an irrigation zone indicates saturation, an alarm located at the irrigation pump station will notify operator of such condition.
- c. Maps depicting the proposed locations of the monitoring devices.
- d. A moisture monitoring device management plan that illustrates a quarterly testing and maintenance program to ensure that the devices are operational.
- e. Once initiated, soil moisture monitoring shall continue for the life of the irrigation system.

Once approved, the permittee shall initiate the SMMP within 60 days and notify TCEQ Regional Office (MC Region 11) and TCEQ Water Quality Assessment Team (MC 150) staff upon initiation.

24. All open areas between trees shall be planted with Bermuda grass and rye grass. The permittee shall use cultural practices to promote and maintain the health and propagation of the Bermuda grass (warm season) and ryegrass (cool season) crops and avoid plant lodging. The permittee shall harvest the crops (cut and remove it from the field) at least one time during the year. Harvesting and mowing dates shall be recorded in a log book kept on site to be made available to TCEQ personnel upon request.
25. The physical condition of the land application fields will be monitored on a weekly basis. Any areas with problems such as surface runoff, surficial erosion, stressed or damaged vegetation will be recorded in the field log kept onsite and corrective measures will be implemented within 24 hours of discovery.
26. The permittee shall identify in the field the evergreen overtree irrigation area with permanent stakes or other visual markers.
27. The Permittee shall implement additional protective measures if data from the Springs/Seeps Monitoring Plan indicate it may be warranted.





ATTACHMENT B

BUFFER ZONE MAP

City of Lago Vista

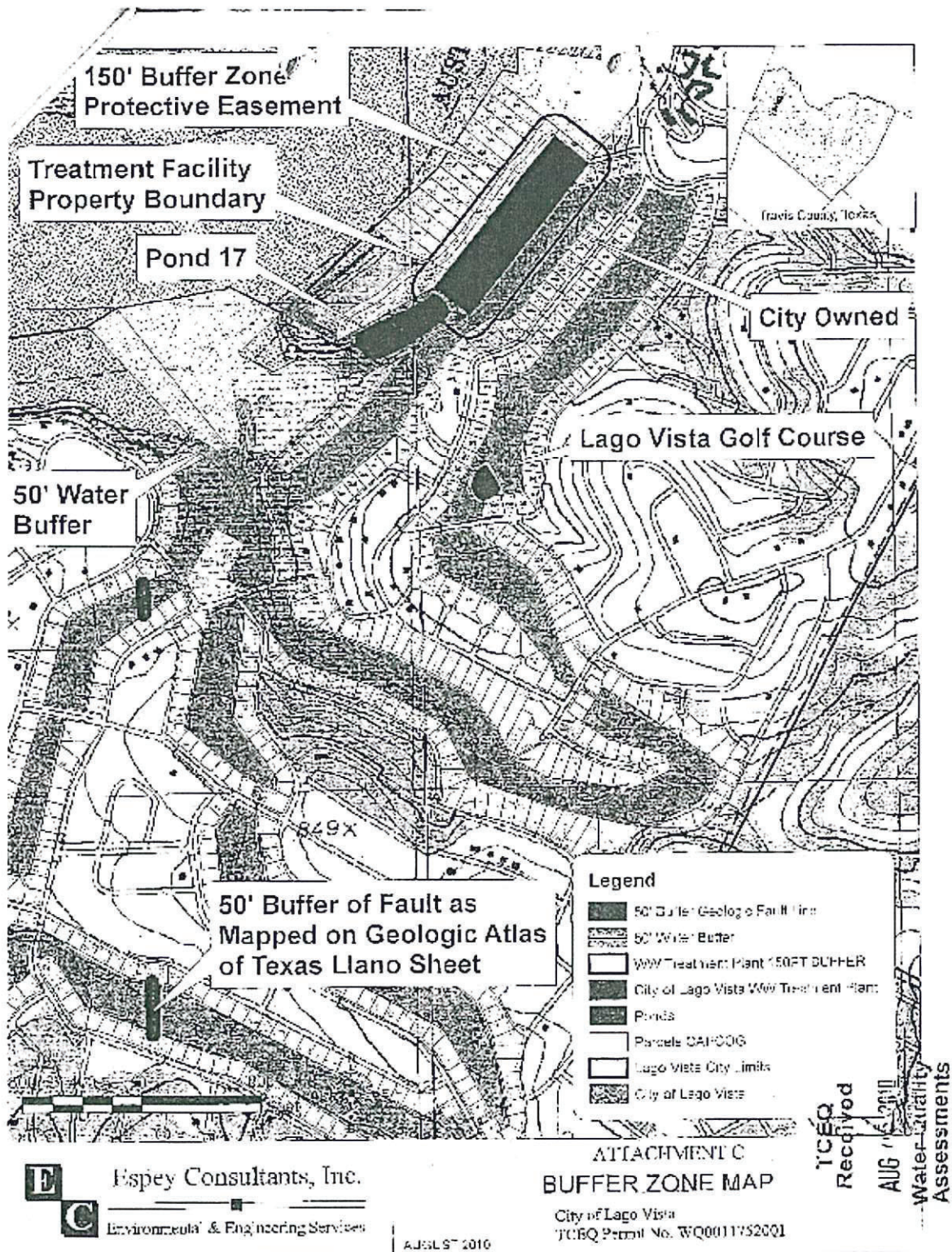
TCEQ Permit No. WQ0011752007

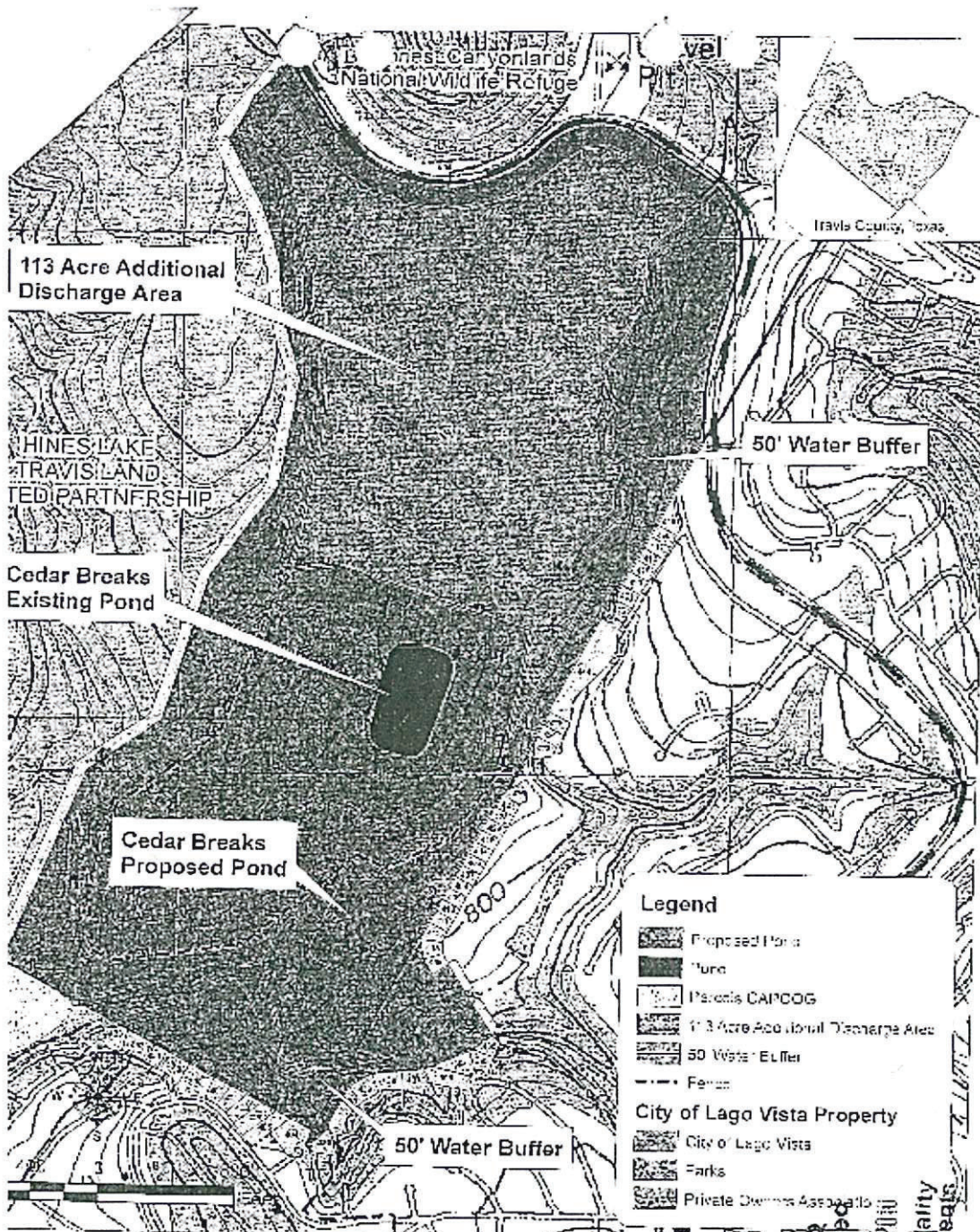
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Espey Consultants, Inc.

Environmental & Engineering Services

SEP-DEC 1970



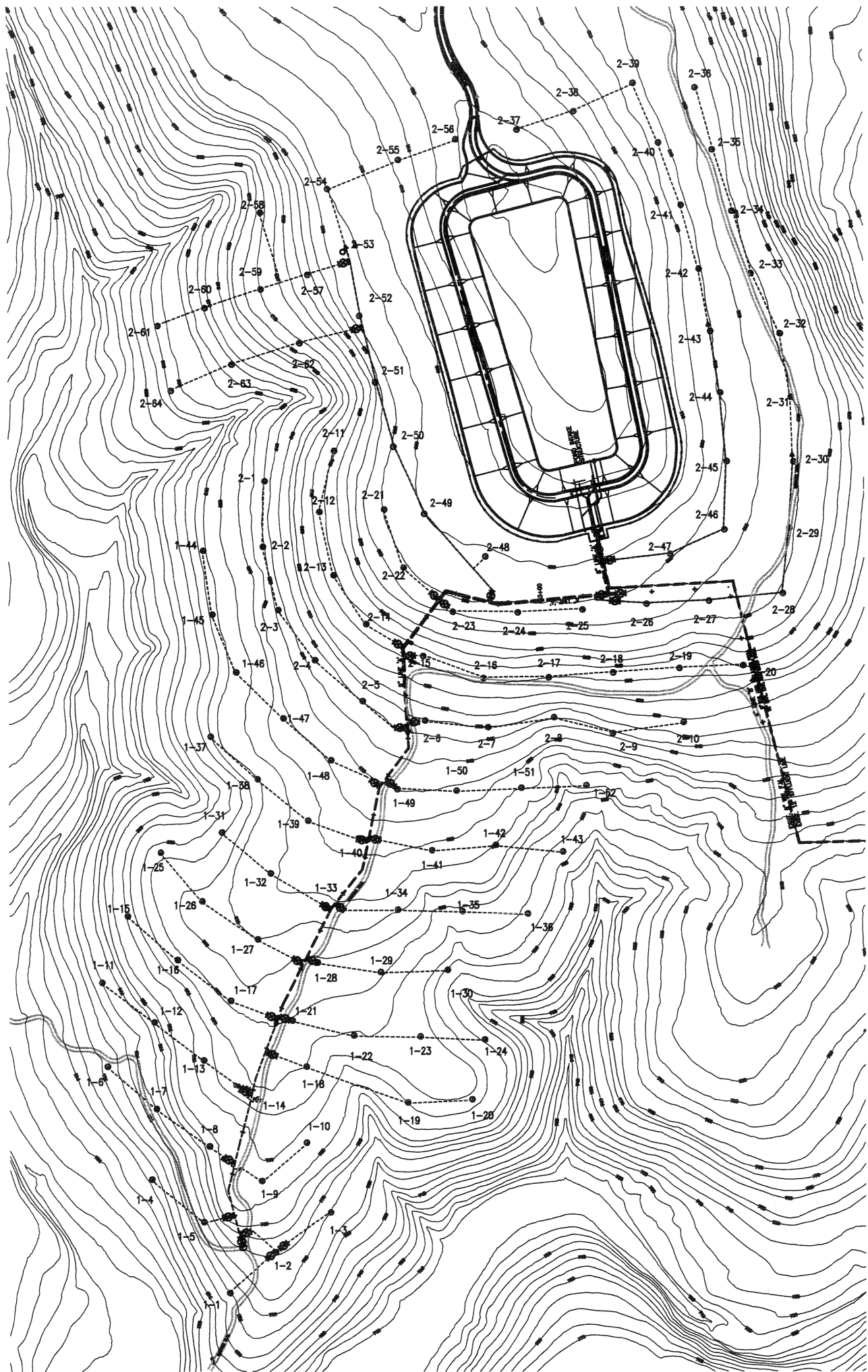


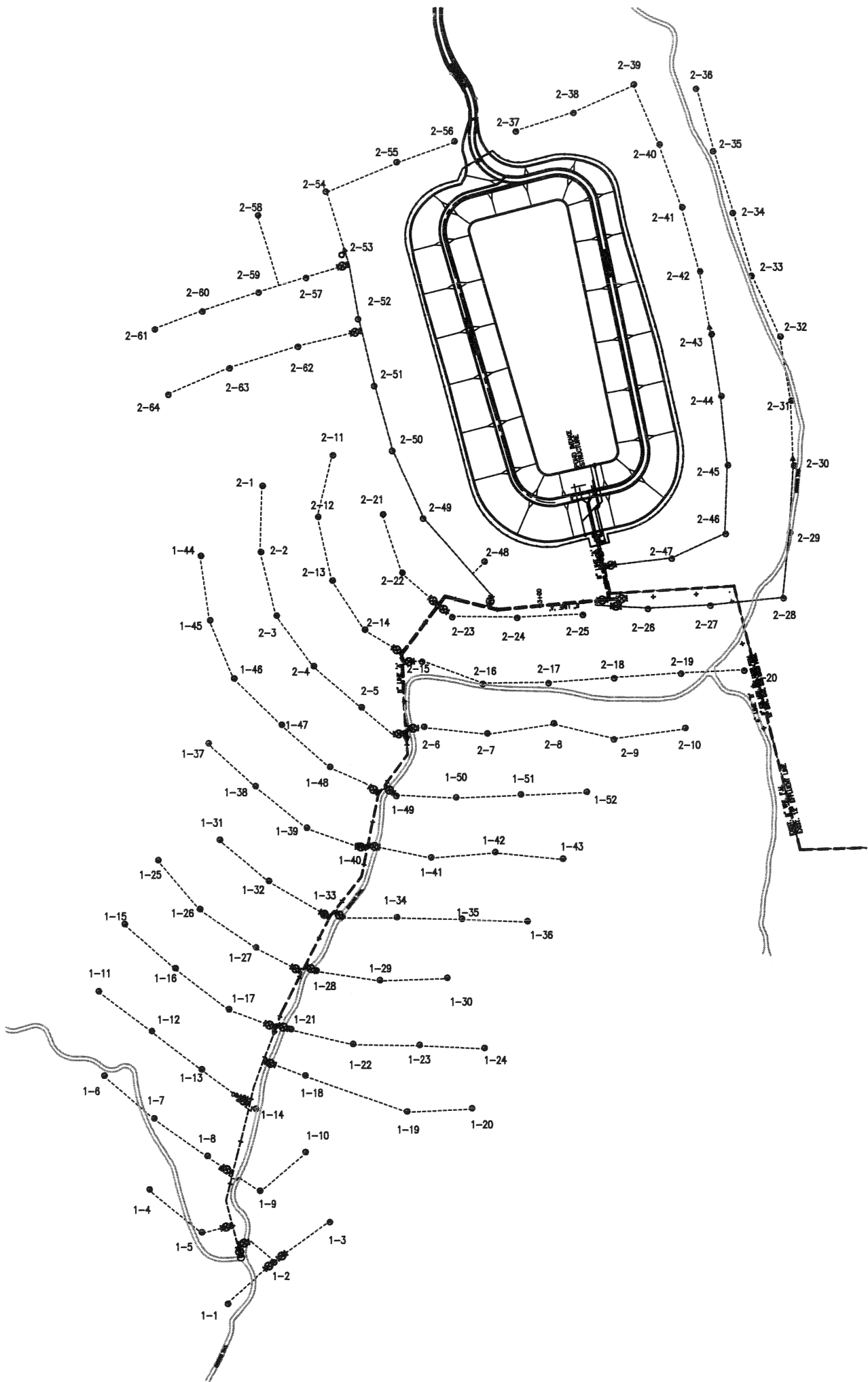
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Environmental & Engineering Services

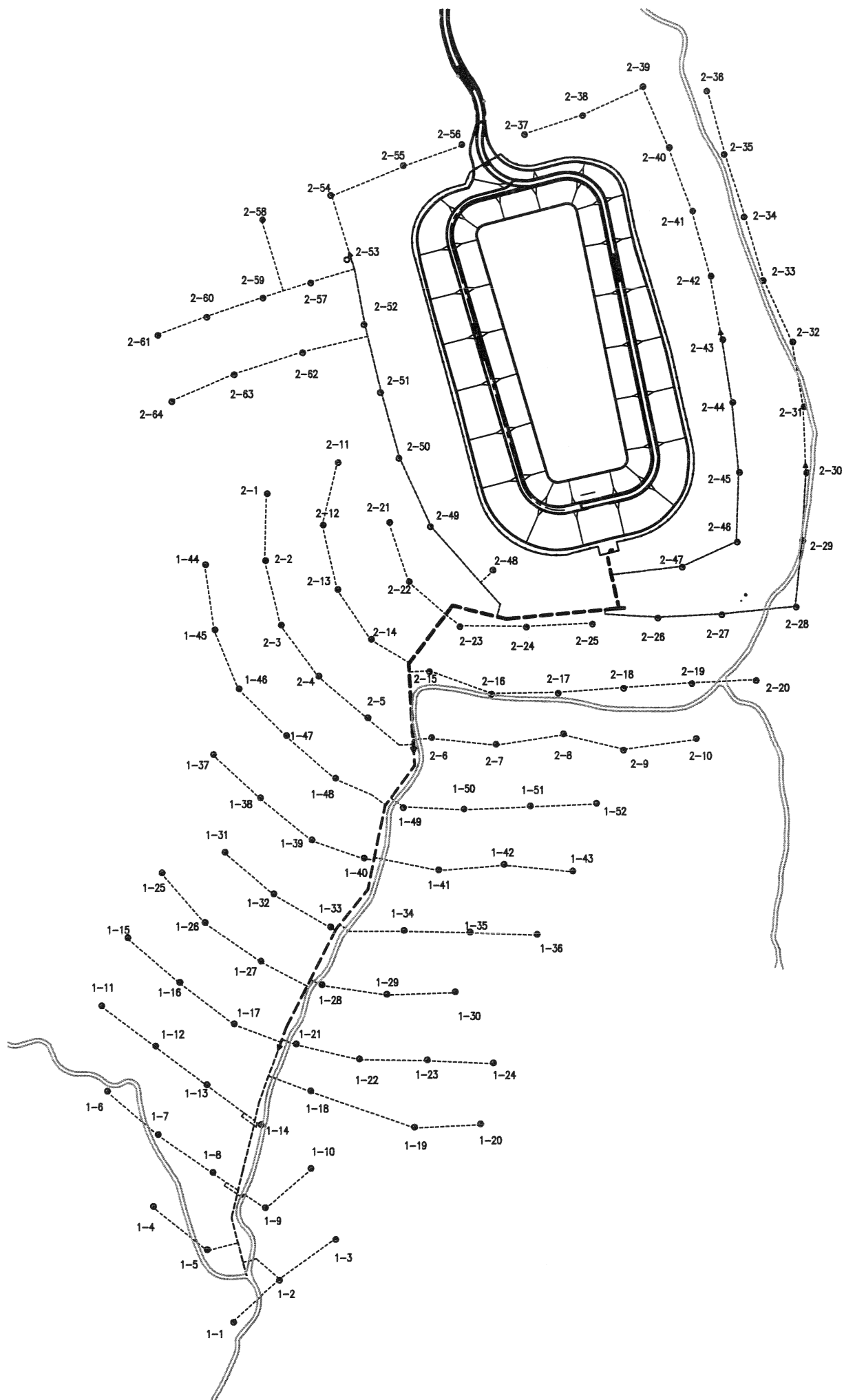
ATTACHMENT D
BUFFER ZONE MAP
City of Lago Vista
TCEQ Permit No. WQ0011752001

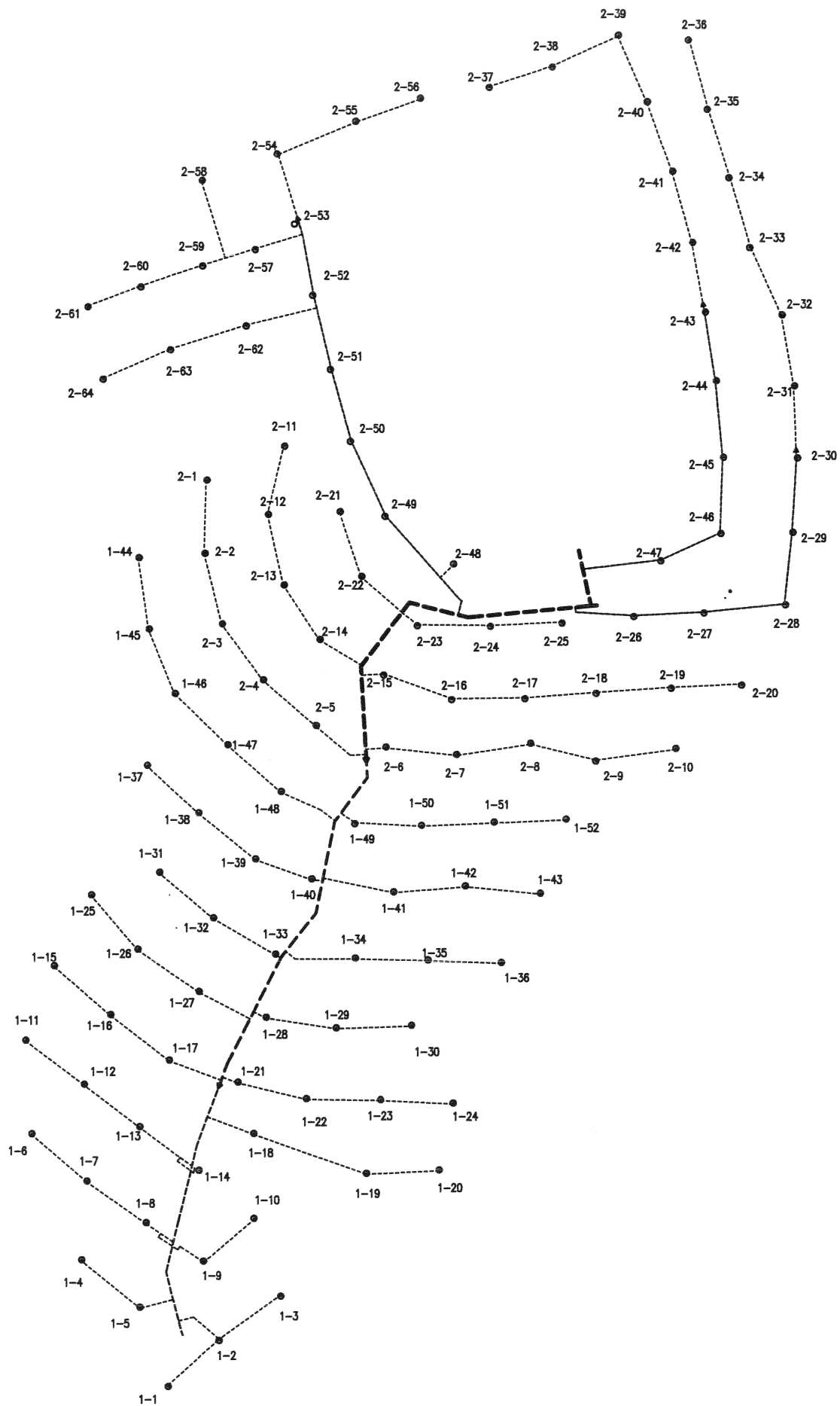
TCEQ
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Water Quality
Assessment

August 2010
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PERMIT NO. WQ0011752001

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. Box 13087
Austin, Texas 78711-3087

This is a renewal of Permit No.
WQ0011752001 issued on
June 29, 2016.

PERMIT TO DISCHARGE WASTES
under provisions of Chapter 26
of the Texas Water Code

City of Lago Vista

whose mailing address is

5803 Thunderbird Street
Lago Vista, Texas 78645

Nature of Business Producing Waste: Domestic wastewater treatment operation, SIC Code 4952.

General Description and Location of Waste Disposal System:

Description: The City of Lago Vista Wastewater Treatment Facility consists of an activated sludge process plant using the complete mix mode. Treatment units include bar screens, grit chambers, aeration basin, secondary clarifier, aerobic sludge digester, sludge drying beds, belt filter press and chlorine contact chamber.

Interim I Phase: The draft permit authorizes the disposal of treated domestic wastewater effluent at a daily average flow not to exceed 0.60 MGD via surface irrigation of 140 acres of golf course and 40 acres of non-public access land planted with cedar trees. The facility includes two storage ponds with a total surface area of 8.76 acres and total capacity of 103.4 acre-feet for storage of treated effluent prior to irrigation. Application rates to the irrigated land shall not exceed 3.45 acre-feet per year per acre irrigated for golf course irrigation and 4.72 acre-feet per year per acre irrigated for cedar trees irrigation. The irrigated crops include turf grass (golf course) and cedar tree (cedar breaks).

Interim II Phase: The draft permit authorizes the disposal of treated domestic wastewater effluent at a daily average flow not to exceed 0.75 MGD via surface irrigation of 140 acres of golf course and 60 acres of non-public access land planted with cedar trees. The facility will include two storage ponds with a total surface area of 8.76 acres and total capacity of 103.4 acre-feet for storage of treated effluent prior to irrigation. Application rates to the irrigated land shall not exceed 3.45 acre-feet per year per acre irrigated for golf course irrigation and 5.95 acre-feet per year per acre irrigated for cedar trees irrigation. The irrigated crops include turf grass (golf course) and cedar tree (cedar breaks).

Final Phase: The draft permit authorizes the disposal of treated domestic wastewater effluent at a daily average flow not to exceed 1.0 MGD via surface irrigation of 140 acres of golf course and 100 acres of non-public access land planted with cedar trees. The facility will include three storage ponds with a total surface area of 14.7 acres and total capacity of 170.4 acre-feet for storage of treated effluent prior to irrigation. Application rates to the irrigated land shall not exceed 3.45 acre-feet per year per acre irrigated for golf course irrigation and 6.37 acre-feet per year per acre irrigated for cedar trees irrigation. The irrigated crops include turf grass (golf course) and cedar tree (cedar breaks).

Location: The wastewater treatment facility and disposal site are located 21001 Seminole Drive, Lago Vista, in Travis County, Texas 78645. (See Attachment A.)

Drainage Area: The wastewater treatment facility and disposal site are located in the drainage basin of Lake Travis in Segment No. 1404 of the Colorado River Basin. No discharge of pollutants into water in the state is authorized by this permit.

This permit and the authorization contained herein shall expire at midnight on **ten years from the date of issuance.**

ISSUED DATE: March 11, 2020



For the Commission

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

Conditions of the Permit: No discharge of pollutants into water in the state is authorized.

A. Effluent Limitations

Character: Treated Domestic Sewage Effluent

Volume: Daily Average Flow – 0.60 MGD from the treatment system in the Interim I Phase
Daily Average Flow – 0.75 MGD from the treatment system in the Interim II Phase
Daily Average Flow – 1.00 MGD from the treatment system in the Final Phase

Quality: The following effluent limitations are required:

<u>Parameter</u>	<u>Effluent Concentrations</u> (Not to Exceed)			
	<u>Daily Average</u> mg/l	<u>7-Day Average</u> mg/l	<u>Daily Maximum</u> mg/	<u>Single Grab</u> mg/l
Biochemical Oxygen Demand (5-day)	10	N/A	N/A	35
Total Suspended Solids	15	N/A	N/A	60

The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units.

The effluent shall be chlorinated in a chlorine contact chamber to a residual of 1.0 mg/l with a minimum detention time of 20 minutes. If the effluent is to be transferred to a holding pond or tank, re-chlorination prior to the effluent being delivered into the irrigation system will be required. A trace chlorine residual shall be maintained in the effluent at the point of irrigation application.

B. Monitoring Requirements:

<u>Parameter</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
Flow	Continuous	Totalizing Meter
Biochemical Oxygen Demand (5-day)	One/week (Two/week*)	Grab
Total Suspended Solids	One/week (Two/week*)	Composite
pH	Two/month (Two/week*)	Grab
Chlorine Residual	Continuous	Recording meter

*Final Phase monitoring frequency

The monitoring shall be done after the final treatment unit and prior to storage of the treated effluent. If the effluent is land applied directly from the treatment system, monitoring shall be done after the final treatment unit and prior to land application. These records shall be maintained on a monthly basis and be available at the plant site for inspection by authorized representatives of the Commission for at least three years.

STANDARD PERMIT CONDITIONS

This permit is granted in accordance with the Texas Water Code and the rules and other Orders of the Commission and the laws of the State of Texas.

DEFINITIONS

All definitions in Section 26.001 of the Texas Water Code and 30 TAC Chapter 305 shall apply to this permit and are incorporated by reference. Some specific definitions of words or phrases used in this permit are as follows:

1. Flow Measurements

- a. Daily average flow - the arithmetic average of all determinations of the daily flow within a period of one calendar month. The daily average flow determination shall consist of determinations made on at least four separate days. If instantaneous measurements are used to determine the daily flow, the determination shall be the arithmetic average of all instantaneous measurements taken during that month. Daily average flow determination for intermittent discharges shall consist of a minimum of three flow determinations on days of discharge.
- b. Annual average flow - the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months. The annual average flow determination shall consist of daily flow volume determinations made by a totalizing meter, charted on a chart recorder and limited to major domestic wastewater discharge facilities with a 1 million gallons per day or greater permitted flow.
- c. Instantaneous flow - the measured flow during the minimum time required to interpret the flow measuring device.

2. Concentration Measurements

- a. Daily average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar month, consisting of at least four separate representative measurements.
 - i. For domestic wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values in the previous four consecutive month period consisting of at least four measurements shall be utilized as the daily average concentration.
 - ii. For all other wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values taken during the month shall be utilized as the daily average concentration.
- b. 7-day average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar week, Sunday through Saturday.
- c. Daily maximum concentration - the maximum concentration measured on a single day, by the sample type specified in the permit, within a period of one calendar month.

3. Sample Type

- a. Composite sample - For domestic wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (a). For industrial wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (b).
 - b. Grab sample - an individual sample collected in less than 15 minutes.
4. Treatment Facility (facility) - wastewater facilities used in the conveyance, storage, treatment, recycling, reclamation and/or disposal of domestic sewage, industrial wastes, agricultural wastes, recreational wastes, or other wastes including sludge handling or disposal facilities under the jurisdiction of the Commission.
 5. The term "sewage sludge" is defined as solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in 30 TAC Chapter 312. This includes the solids which have not been classified as hazardous waste separated from wastewater by unit processes.
 6. Bypass - the intentional diversion of a waste stream from any portion of a treatment facility.

MONITORING REQUIREMENTS

1. Monitoring Requirements

Monitoring results shall be collected at the intervals specified in the permit. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall conduct effluent sampling in accordance with 30 TAC §§ 319.4 - 319.12.

As provided by state law, the permittee is subject to administrative, civil and criminal penalties, as applicable, for negligently or knowingly violating the Texas Water Code, Chapters 26, 27, and 28, and Texas Health and Safety Code, Chapter 361, including but not limited to knowingly making any false statement, representation, or certification on any report, record or other document submitted or required to be maintained under this permit, including monitoring reports, records or reports of compliance or noncompliance, or falsifying, tampering with or knowingly rendering inaccurate any monitoring device or method required by this permit or violating any other requirement imposed by state or federal regulations.

2. Test Procedures

- a. Unless otherwise specified in this permit, test procedures for the analysis of pollutants shall comply with procedures specified in 30 TAC §§ 319.11 - 319.12. Measurements, tests and calculations shall be accurately accomplished in a representative manner.
- b. All laboratory tests submitted to demonstrate compliance with this permit must meet the requirements of 30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification.

3. Records of Results

- a. Monitoring samples and measurements shall be taken at times and in a manner so as to be representative of the monitored activity.
- b. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years, monitoring and reporting records, including strip charts and records of calibration and maintenance, copies of all records required by this permit, and records of all data used to complete the application for this permit shall be retained at the facility site, or shall be readily available for review by a TCEQ representative for a period of three years from the date of the record or sample, measurement, report, or application. This period shall be extended at the request of the Executive Director.
- c. Records of monitoring activities shall include the following:
 - i. date, time and place of sample or measurement;
 - ii. identity of individual who collected the sample or made the measurement.
 - iii. date and time of analysis;
 - iv. identity of the individual and laboratory who performed the analysis;
 - v. the technique or method of analysis; and
 - vi. the results of the analysis or measurement and quality assurance/quality control records.

The period during which records are required to be kept shall be automatically extended to the date of the final disposition of any administrative or judicial enforcement action that may be instituted against the permittee.

4. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit using approved analytical methods as specified above, all results of such monitoring shall be included in determining compliance with permit requirements.

5. Calibration of Instruments

All automatic flow measuring or recording devices and all totalizing meters for measuring flows shall be accurately calibrated by a trained person at plant start-up and as often thereafter as necessary to ensure accuracy, but not less often than annually unless authorized by the Executive Director for a longer period. Such person shall verify in writing that the device is operating properly and giving accurate results. Copies of the verification shall be retained at the facility site and/or shall be readily available for review by a TCEQ representative for a period of three years.

6. Compliance Schedule Reports

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of the permit shall be submitted no later than 14 days following each schedule date to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224).

7. Noncompliance Notification

- a. In accordance with 30 TAC § 305.125(9), any noncompliance which may endanger human health or safety, or the environment shall be reported by the permittee to the TCEQ. Except as allowed by 30 TAC § 305.132, report of such information shall be provided orally or by facsimile transmission (FAX) to the Regional Office within 24 hours of becoming aware of the noncompliance. A written submission of such information shall also be provided by the permittee to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) within five working days of becoming aware of the noncompliance. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
 - b. The following violations shall be reported under Monitoring and Reporting Requirement 7.a.:
 - i. Unauthorized discharges as defined in Permit Condition 2(g).
 - ii. Any unanticipated bypass which exceeds any effluent limitation in the permit.
 - c. In addition to the above, any effluent violation which deviates from the permitted effluent limitation by more than 40% shall be reported by the permittee in writing to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) within 5 working days of becoming aware of the noncompliance.
 - d. Any noncompliance other than that specified in this section, or any required information not submitted or submitted incorrectly, shall be reported to the Compliance Monitoring Team of the Enforcement Division (MC 224) as promptly as possible.
8. In accordance with the procedures described in 30 TAC §§ 35.301 - 35.303 (relating to Water Quality Emergency and Temporary Orders) if the permittee knows in advance of the need for a bypass, it shall submit prior notice by applying for such authorization.
9. Changes in Discharges of Toxic Substances

All existing manufacturing, commercial, mining, and silvicultural permittees shall notify the Regional Office, orally or by facsimile transmission within 24 hours, and both the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) in writing within five (5) working days, after becoming aware of or having reason to believe:

- a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant listed at 40 CFR Part 122, Appendix D, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - i. One hundred micrograms per liter (100 µg/L);
 - ii. Two hundred micrograms per liter (200 µg/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/L) for 2,4-dinitrophenol and for 2-methyl-

- 4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;
 - iii. Five (5) times the maximum concentration value reported for that pollutant in the permit application; or
 - iv. The level established by the TCEQ.
- b. That any activity has occurred or will occur which would result in any discharge, on a nonroutine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
- i. Five hundred micrograms per liter (500 µg/L);
 - ii. One milligram per liter (1 mg/L) for antimony;
 - iii. Ten (10) times the maximum concentration value reported for that pollutant in the permit application; or
 - iv. The level established by the TCEQ.
10. Signatories to Reports

All reports and other information requested by the Executive Director shall be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).

PERMIT CONDITIONS

1. General

- a. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in an application or in any report to the Executive Director, it shall promptly submit such facts or information.
- b. This permit is granted on the basis of the information supplied and representations made by the permittee during action on an application, and relying upon the accuracy and completeness of that information and those representations. After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked, in whole or in part, in accordance with 30 TAC Chapter 305, Subchapter D, during its term for good cause including, but not limited to, the following:
 - i. Violation of any terms or conditions of this permit;
 - ii. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
 - iii. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- c. The permittee shall furnish to the Executive Director, upon request and within a reasonable time, any information to determine whether cause exists for amending, revoking, suspending or terminating the permit. The permittee shall also furnish to the Executive Director, upon request, copies of records required to be kept by the permit.

2. Compliance

- a. Acceptance of the permit by the person to whom it is issued constitutes acknowledgment and agreement that such person will comply with all the terms and conditions embodied in the permit, and the rules and other orders of the Commission.
 - b. The permittee has a duty to comply with all conditions of the permit. Failure to comply with any permit condition constitutes a violation of the permit and the Texas Water Code or the Texas Health and Safety Code, and is grounds for enforcement action, for permit amendment, revocation or suspension, or for denial of a permit renewal application or an application for a permit for another facility.
 - c. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.
 - d. The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal or other permit violation which has a reasonable likelihood of adversely affecting human health or the environment.
 - e. Authorization from the Commission is required before beginning any change in the permitted facility or activity that may result in noncompliance with any permit requirements.
 - f. A permit may be amended, suspended and reissued, or revoked for cause in accordance with 30 TAC §§ 305.62 and 305.66 and Texas Water Code Section 7.302. The filing of a request by the permittee for a permit amendment, suspension and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
 - g. There shall be no unauthorized discharge of wastewater or any other waste. For the purpose of this permit, an unauthorized discharge is considered to be any discharge of wastewater into or adjacent to water in the state at any location not permitted as an outfall or otherwise defined in the Special Provisions section of this permit.
 - h. The permittee is subject to administrative, civil, and criminal penalties, as applicable, under Texas Water Code §§ 7.051 - 7.075 (relating to Administrative Penalties), 7.101 - 7.111 (relating to Civil Penalties), and 7.141 - 7.202 (relating to Criminal Offenses and Penalties).
3. Inspections and Entry
- a. Inspection and entry shall be allowed as prescribed in the Texas Water Code Chapters 26, 27, and 28, and Texas Health and Safety Code Chapter 361.
 - b. The members of the Commission and employees and agents of the Commission are entitled to enter any public or private property at any reasonable time for the purpose of inspecting and investigating conditions relating to the quality of water in the state or the compliance with any rule, regulation, permit or other order of the Commission. Members, employees, or agents of the Commission and Commission contractors are entitled to enter public or private property at any reasonable time to investigate or monitor or, if the responsible party is not responsive or there is an immediate danger to public health or the environment, to remove or remediate a condition related to the

quality of water in the state. Members, employees, Commission contractors, or agents acting under this authority who enter private property shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection, and if the property has management in residence, shall notify management or the person then in charge of his presence and shall exhibit proper credentials. If any member, employee, Commission contractor, or agent is refused the right to enter in or on public or private property under this authority, the Executive Director may invoke the remedies authorized in Texas Water Code Section 7.002. The statement above, that Commission entry shall occur in accordance with an establishment's rules and regulations concerning safety, internal security, and fire protection, is not grounds for denial or restriction of entry to any part of the facility, but merely describes the Commission's duty to observe appropriate rules and regulations during an inspection.

4. Permit Amendment and/or Renewal

- a. The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility if such alterations or additions would require a permit amendment or result in a violation of permit requirements. Notice shall also be required under this paragraph when:
 - i. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements in Monitoring and Reporting Requirements No. 9;
 - ii. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
- b. Prior to any facility modifications, additions, or expansions that will increase the plant capacity beyond the permitted flow, the permittee must apply for and obtain proper authorization from the Commission before commencing construction.
- c. The permittee must apply for an amendment or renewal at least 180 days prior to expiration of the existing permit in order to continue a permitted activity after the expiration date of the permit. If an application is submitted prior to the expiration date of the permit, the existing permit shall remain in effect until the application is approved, denied, or returned. If the application is returned or denied, authorization to continue such activity shall terminate upon the effective date of the action. If an application is not submitted prior to the expiration date of the permit, the permit shall expire and authorization to continue such activity shall terminate.
- d. Prior to accepting or generating wastes which are not described in the permit application or which would result in a significant change in the quantity or quality of the existing discharge, the permittee must report the proposed changes to the Commission. The permittee must apply for a permit amendment reflecting any necessary changes in permit conditions, including effluent limitations for pollutants not identified and limited by this permit.

- e. In accordance with the Texas Water Code § 26.029(b), after a public hearing, notice of which shall be given to the permittee, the Commission may require the permittee, from time to time, for good cause, in accordance with applicable laws, to conform to new or additional conditions.

5. Permit Transfer

- a. Prior to any transfer of this permit, Commission approval must be obtained. The Commission shall be notified in writing of any change in control or ownership of facilities authorized by this permit. Such notification should be sent to the Applications Review and Processing Team (MC 148) of the Water Quality Division.
- b. A permit may be transferred only according to the provisions of 30 TAC § 305.64 (relating to Transfer of Permits) and 30 TAC § 50.133 (relating to Executive Director Action on Application or WQMP update).

6. Relationship to Hazardous Waste Activities

This permit does not authorize any activity of hazardous waste storage, processing, or disposal which requires a permit or other authorization pursuant to the Texas Health and Safety Code.

7. Property Rights

A permit does not convey any property rights of any sort, or any exclusive privilege.

8. Permit Enforceability

The conditions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

9. Relationship to Permit Application

The application pursuant to which the permit has been issued is incorporated herein; provided, however, that in the event of a conflict between the provisions of this permit and the application, the provisions of the permit shall control.

10. Notice of Bankruptcy.

- a. Each permittee shall notify the Executive Director, in writing, immediately following the filing of a voluntary or involuntary petition for bankruptcy under any chapter of Title 11 (Bankruptcy) of the United States Code (11 USC) by or against:
 - i. the permittee;
 - ii. an entity (as that term is defined in 11 USC, § 101(14)) controlling the permittee or listing the permit or permittee as property of the estate; or
 - iii. an affiliate (as that term is defined in 11 USC, § 101(2)) of the permittee.
- b. This notification must indicate:

- i. the name of the permittee;
- ii. the permit number(s);
- iii. the bankruptcy court in which the petition for bankruptcy was filed; and
- iv. the date of filing of the petition.

OPERATIONAL REQUIREMENTS

1. The permittee shall at all times ensure that the facility and all of its systems of collection, treatment, and disposal are properly operated and maintained. This includes, but is not limited to, the regular, periodic examination of wastewater solids within the treatment plant by the operator in order to maintain an appropriate quantity and quality of solids inventory as described in the various operator training manuals and according to accepted industry standards for process control. Process control, maintenance, and operations records shall be retained at the facility site, or shall be readily available for review by a TCEQ representative, for a period of three years.
2. Upon request by the Executive Director, the permittee shall take appropriate samples and provide proper analysis in order to demonstrate compliance with Commission rules. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall comply with all applicable provisions of 30 TAC Chapter 312 concerning sewage sludge use and disposal and 30 TAC §§ 319.21 - 319.29 concerning the discharge of certain hazardous metals.
3. Domestic wastewater treatment facilities shall comply with the following provisions:
 - a. The permittee shall notify the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, in writing, of any facility expansion at least 90 days prior to conducting such activity.
 - b. The permittee shall submit a closure plan for review and approval to the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, for any closure activity at least 90 days prior to conducting such activity. Closure is the act of permanently taking a waste management unit or treatment facility out of service and includes the permanent removal from service of any pit, tank, pond, lagoon, surface impoundment and/or other treatment unit regulated by this permit.
4. The permittee is responsible for installing prior to plant start-up, and subsequently maintaining, adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures by means of alternate power sources, standby generators, and/or retention of inadequately treated wastewater.
5. Unless otherwise specified, the permittee shall provide a readily accessible sampling point and, where applicable, an effluent flow measuring device or other acceptable means by which effluent flow may be determined.
6. The permittee shall remit an annual water quality fee to the Commission as required by 30 TAC Chapter 21. Failure to pay the fee may result in revocation of this permit under Texas Water Code § 7.302(b)(6).
7. Documentation

For all written notifications to the Commission required of the permittee by this permit, the permittee shall keep and make available a copy of each such notification under the same conditions as self-monitoring data are required to be kept and made available. Except for information specified as not confidential in 30 TAC § 1.5(d), any information submitted pursuant to this permit may be claimed as confidential by the submitter. Any such claim must be asserted in the manner prescribed in the application form or by stamping the words "confidential business information" on each page containing such information. If no claim is made at the time of submission, information may be made available to the public without further notice. If the Commission or Executive Director agrees with the designation of confidentiality, the TCEQ will not provide the information for public inspection unless required by the Texas Attorney General or a court pursuant to an open records request. If the Executive Director does not agree with the designation of confidentiality, the person submitting the information will be notified.

8. Facilities which generate domestic wastewater shall comply with the following provisions; domestic wastewater treatment facilities at permitted industrial sites are excluded.

- a. Whenever flow measurements for any domestic sewage treatment facility reach 75 percent of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90 percent of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75 percent of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.

If in the judgement of the Executive Director the population to be served will not cause permit noncompliance, then the requirement of this section may be waived. To be effective, any waiver must be in writing and signed by the Director of the Enforcement Division (MC 219) of the Commission, and such waiver of these requirements will be reviewed upon expiration of the existing permit; however, any such waiver shall not be interpreted as condoning or excusing any violation of any permit parameter.

- b. The plans and specifications for domestic sewage collection and treatment works associated with any domestic permit must be approved by the Commission and failure to secure approval before commencing construction of such works or making a discharge is a violation of this permit and each day is an additional violation until approval has been secured.
- c. Permits for domestic wastewater treatment plants are granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment and disposal systems. The Commission reserves the right to amend any domestic wastewater permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, should such be developed; to require the delivery of the wastes authorized to be collected in, treated by or discharged from said system, to such area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made

when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment or disposal system.

9. Domestic wastewater treatment plants shall be operated and maintained by sewage plant operators holding a valid certificate of competency at the required level as defined in 30 TAC Chapter 30.
10. Facilities which generate industrial solid waste as defined in 30 TAC § 335.1 shall comply with these provisions:
 - a. Any solid waste, as defined in 30 TAC § 335.1 (including but not limited to such wastes as garbage, refuse, sludge from a waste treatment, water supply treatment plant or air pollution control facility, discarded materials, discarded materials to be recycled, whether the waste is solid, liquid, or semisolid), generated by the permittee during the management and treatment of wastewater, must be managed in accordance with all applicable provisions of 30 TAC Chapter 335, relating to Industrial Solid Waste Management.
 - b. Industrial wastewater that is being collected, accumulated, stored, or processed before discharge through any final discharge outfall, specified by this permit, is considered to be industrial solid waste until the wastewater passes through the actual point source discharge and must be managed in accordance with all applicable provisions of 30 TAC Chapter 335.
 - c. The permittee shall provide written notification, pursuant to the requirements of 30 TAC § 335.8(b)(1), to the Corrective Action Section (MC 221) of the Remediation Division informing the Commission of any closure activity involving an Industrial Solid Waste Management Unit, at least 90 days prior to conducting such an activity.
 - d. Construction of any industrial solid waste management unit requires the prior written notification of the proposed activity to the Registration and Reporting Section (MC 129) of the Permitting and Remediation Support Division. No person shall dispose of industrial solid waste, including sludge or other solids from wastewater treatment processes, prior to fulfilling the deed recordation requirements of 30 TAC § 335.5.
 - e. The term "industrial solid waste management unit" means a landfill, surface impoundment, waste-pile, industrial furnace, incinerator, cement kiln, injection well, container, drum, salt dome waste containment cavern, or any other structure vessel, appurtenance, or other improvement on land used to manage industrial solid waste.
 - f. The permittee shall keep management records for all sludge (or other waste) removed from any wastewater treatment process. These records shall fulfill all applicable requirements of 30 TAC Chapter 335 and must include the following, as it pertains to wastewater treatment and discharge:
 - i. Volume of waste and date(s) generated from treatment process;
 - ii. Volume of waste disposed of on-site or shipped off-site;
 - iii. Date(s) of disposal;
 - iv. Identity of hauler or transporter;

- v. Location of disposal site; and
- vi. Method of final disposal.

The above records shall be maintained on a monthly basis. The records shall be retained at the facility site, or shall be readily available for review by authorized representatives of the TCEQ for at least five years.

- 11. For industrial facilities to which the requirements of 30 TAC Chapter 335 do not apply, sludge and solid wastes, including tank cleaning and contaminated solids for disposal, shall be disposed of in accordance with Chapter 361 of the Texas Health and Safety Code.

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SLUDGE PROVISIONS

The permittee is authorized to dispose of sludge only at a Texas Commission on Environmental Quality (TCEQ) authorized land application site, co-disposal landfill, wastewater treatment facility, or facility that further processes sludge. **The disposal of sludge by land application on property owned, leased or under the direct control of the permittee is a violation of the permit unless the site is authorized with the TCEQ. This provision does not authorize Distribution and Marketing of Class A or Class AB Sewage Sludge. This provision does not authorize the permittee to land apply sludge on property owned, leased or under the direct control of the permittee.**

SECTION I. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE LAND APPLICATION

A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.
2. In all cases, if the person (permit holder) who prepares the sewage sludge supplies the sewage sludge to another person for land application use or to the owner or lease holder of the land, the permit holder shall provide necessary information to the parties who receive the sludge to assure compliance with these regulations.
3. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

B. Testing Requirements

1. Sewage sludge shall be tested once during the term of this permit in the Interim I and Interim II phases; annually in the Final phase in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I [Toxicity Characteristic Leaching Procedure (TCLP)] or other method that receives the prior approval of the TCEQ for the contaminants listed in 40 CFR Part 261.24, Table 1. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal. Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division and the Regional Director (MC Region 11) within seven (7) days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Permitting and Registration Support Division (MC 129), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30th of each year. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

2. Sewage sludge shall not be applied to the land if the concentration of the pollutants exceeds the pollutant concentration criteria in Table 1. The frequency of testing for pollutants in Table 1 is found in Section I.C. of this permit.

TABLE 1

<u>Pollutant</u>	<u>Ceiling Concentration</u> <u>(Milligrams per kilogram)*</u>
Arsenic	75
Cadmium	85
Chromium	3000
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
PCBs	49
Selenium	100
Zinc	7500

* Dry weight basis

3. Pathogen Control

All sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site must be treated by one of the following methods to ensure that the sludge meets either the Class A, Class AB or Class B pathogen requirements.

- a. For sewage sludge to be classified as Class A with respect to pathogens, the density of fecal coliform in the sewage sludge must be less than 1,000 most probable number (MPN) per gram of total solids (dry weight basis), or the density of *Salmonella* sp. bacteria in the sewage sludge must be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met:

Alternative 1 - The temperature of the sewage sludge that is used or disposed shall be maintained at or above a specific value for a period of time. See 30 TAC § 312.82(a)(2)(A) for specific information;

Alternative 5 (PFRP) - Sewage sludge that is used or disposed of must be treated in one of the Processes to Further Reduce Pathogens (PFRP) described in 40 CFR Part 503, Appendix B. PFRP include composting, heat drying, heat treatment, and thermophilic aerobic digestion; or

Alternative 6 (PFRP Equivalent) - Sewage sludge that is used or disposed of must be treated in a process that has been approved by the U. S. Environmental Protection Agency as being equivalent to those in Alternative 5.

- b. For sewage sludge to be classified as Class AB with respect to pathogens, the density of fecal coliform in the sewage sludge must be less than 1,000 MPN per gram of total solids (dry weight basis), or the density of *Salmonella* sp. bacteria in the sewage sludge be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met:

Alternative 2 - The pH of the sewage sludge that is used or disposed shall be raised to above 12 std. units and shall remain above 12 std. units for 72 hours.

The temperature of the sewage sludge shall be above 52° Celsius for 12 hours or longer during the period that the pH of the sewage sludge is above 12 std. units.

At the end of the 72-hour period during which the pH of the sewage sludge is above 12 std. units, the sewage sludge shall be air dried to achieve a percent solids in the sewage sludge greater than 50%; or

Alternative 3 - The sewage sludge shall be analyzed for enteric viruses prior to pathogen treatment. The limit for enteric viruses is less than one Plaque-forming Unit per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(i-iii) for specific information. The sewage sludge shall be analyzed for viable helminth ova prior to pathogen treatment. The limit for viable helminth ova is less than one per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(iv-vi) for specific information; or

Alternative 4 - The density of enteric viruses in the sewage sludge shall be less than one Plaque-forming Unit per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. The density of viable helminth ova in the sewage sludge shall be less than one per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed.

- c. Sewage sludge that meets the requirements of Class AB sewage sludge may be classified a Class A sewage sludge if a variance request is submitted in writing that is supported by substantial documentation demonstrating equivalent methods for reducing odors and written approval is granted by the executive director. The executive director may deny the variance request or revoke that approved variance if it is determined that the variance may potentially endanger human health or the environment, or create nuisance odor conditions.
- d. Three alternatives are available to demonstrate compliance with Class B criteria for

sewage sludge.

Alternative 1

- i. A minimum of seven random samples of the sewage sludge shall be collected within 48 hours of the time the sewage sludge is used or disposed of during each monitoring episode for the sewage sludge.
- ii. The geometric mean of the density of fecal coliform in the samples collected shall be less than either 2,000,000 MPN per gram of total solids (dry weight basis) or 2,000,000 Colony Forming Units per gram of total solids (dry weight basis).

Alternative 2 - Sewage sludge that is used or disposed of shall be treated in one of the Processes to Significantly Reduce Pathogens (PSRP) described in 40 CFR Part 503, Appendix B, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;
- ii. An independent Texas Licensed Professional Engineer must make a certification to the generator of a sewage sludge that the wastewater treatment facility generating the sewage sludge is designed to achieve one of the PSRP at the permitted design loading of the facility. The certification need only be repeated if the design loading of the facility is increased. The certification shall include a statement indicating the design meets all the applicable standards specified in Appendix B of 40 CFR Part 503;
- iii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iv. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review; and
- v. If the sewage sludge is generated from a mixture of sources, resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the PSRP, and shall meet the certification, operation, and record keeping requirements of this paragraph.

Alternative 3 - Sewage sludge shall be treated in an equivalent process that has been approved by the U.S. Environmental Protection Agency, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a

single location, except as provided in paragraph v. below;

- ii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iii. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review;
- iv. The Executive Director will accept from the U.S. Environmental Protection Agency a finding of equivalency to the defined PSRP; and
- v. If the sewage sludge is generated from a mixture of sources resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the Processes to Significantly Reduce Pathogens, and shall meet the certification, operation, and record keeping requirements of this paragraph.

In addition to the Alternatives 1 – 3, the following site restrictions must be met if Class B sludge is land applied:

- i. Food crops with harvested parts that touch the sewage sludge/soil mixture and are totally above the land surface shall not be harvested for 14 months after application of sewage sludge.
- ii. Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of sewage sludge when the sewage sludge remains on the land surface for 4 months or longer prior to incorporation into the soil.
- iii. Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of sewage sludge when the sewage sludge remains on the land surface for less than 4 months prior to incorporation into the soil.
- iv. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of sewage sludge.
- v. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.
- vi. Turf grown on land where sewage sludge is applied shall not be harvested for 1 year after application of the sewage sludge when the harvested turf is placed on either land with a high potential for public exposure or a lawn.

- vii. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of sewage sludge.
- viii. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.
- ix. Land application of sludge shall be in accordance with the buffer zone requirements found in 30 TAC § 312.44.

4. Vector Attraction Reduction Requirements

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site shall be treated by one of the following Alternatives 1 through 10 for vector attraction reduction.

- Alternative 1 - The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38%.
- Alternative 2 - If Alternative 1 cannot be met for an anaerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge anaerobically in the laboratory in a bench-scale unit for 40 additional days at a temperature between 30° and 37° Celsius. Volatile solids must be reduced by less than 17% to demonstrate compliance.
- Alternative 3 - If Alternative 1 cannot be met for an aerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge with percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20° Celsius. Volatile solids must be reduced by less than 15% to demonstrate compliance.
- Alternative 4 - The specific oxygen uptake rate (SOUR) for sewage sludge treated in an aerobic process shall be equal to or less than 1.5 milligrams of oxygen per hour per gram of total solids (dry weight basis) at a temperature of 20° Celsius.
- Alternative 5 - Sewage sludge shall be treated in an aerobic process for 14 days or longer. During that time, the temperature of the sewage sludge shall be higher than 40° Celsius and the average temperature of the sewage sludge shall be higher than 45° Celsius.
- Alternative 6 - The pH of sewage sludge shall be raised to 12 or higher by alkali addition and, without the addition of more alkali shall remain at 12 or higher for two hours and then remain at a pH of 11.5 or higher for an additional 22 hours at the time the sewage sludge is prepared for sale or given away in a bag or other container.
- Alternative 7 - The percent solids of sewage sludge that does not contain unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 75% based on the moisture content and total solids prior to mixing with other materials. Unstabilized solids are

defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.

Alternative 8 - The percent solids of sewage sludge that contains unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 90% based on the moisture content and total solids prior to mixing with other materials at the time the sludge is used. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.

Alternative 9 -

- i. Sewage sludge shall be injected below the surface of the land.
- ii. No significant amount of the sewage sludge shall be present on the land surface within one hour after the sewage sludge is injected.
- iii. When sewage sludge that is injected below the surface of the land is Class A or Class AB with respect to pathogens, the sewage sludge shall be injected below the land surface within eight hours after being discharged from the pathogen treatment process.

Alternative 10 -

- i. Sewage sludge applied to the land surface or placed on a surface disposal site shall be incorporated into the soil within six hours after application to or placement on the land.
- ii. When sewage sludge that is incorporated into the soil is Class A or Class AB with respect to pathogens, the sewage sludge shall be applied to or placed on the land within eight hours after being discharged from the pathogen treatment process.

C. Monitoring Requirements

Toxicity Characteristic Leaching Procedure (TCLP) Test	- once during the term of this permit in the Interim I and Interim II phases; annually in the Final phase
PCBs	- once during the term of this permit in the Interim I and Interim II phases; annually in the Final phase

All metal constituents and fecal coliform or *Salmonella* sp. bacteria shall be monitored at the appropriate frequency shown below, pursuant to 30 TAC § 312.46(a)(1):

<u>Amount of sewage sludge (*) metric tons per 365-day period</u>	<u>Monitoring Frequency</u>
0 to less than 290	Once/Year
290 to less than 1,500	Once/Quarter
1,500 to less than 15,000	Once/Two Months

15,000 or greater

Once/Month

(*) *The amount of bulk sewage sludge applied to the land (dry wt. basis).*

Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC § 312.7

Identify each of the analytic methods used by the facility to analyze enteric viruses, fecal coliforms, helminth ova, *Salmonella* sp., and other regulated parameters.

Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.

Identify the nature of material generated by the facility (such as a biosolid for beneficial use or land-farming, or sewage sludge for disposal at a monofill) and whether the material is ultimately conveyed off-site in bulk or in bags.

SECTION II. REQUIREMENTS SPECIFIC TO BULK SEWAGE SLUDGE FOR APPLICATION TO THE LAND MEETING CLASS A, CLASS AB or B PATHOGEN REDUCTION AND THE CUMULATIVE LOADING RATES IN TABLE 2, OR CLASS B PATHOGEN REDUCTION AND THE POLLUTANT CONCENTRATIONS IN TABLE 3

For those permittees meeting Class A, Class AB or B pathogen reduction requirements and that meet the cumulative loading rates in Table 2 below, or the Class B pathogen reduction requirements and contain concentrations of pollutants below listed in Table 3, the following conditions apply:

A. Pollutant Limits

Table 2

<u>Pollutant</u>	Cumulative Pollutant Loading Rate (pounds per acre)*
Arsenic	36
Cadmium	35
Chromium	2677
Copper	1339
Lead	268
Mercury	15
Molybdenum	Report Only
Nickel	375
Selenium	89
Zinc	2500

Table 3

<u>Pollutant</u>	Monthly Average Concentration (milligrams per kilogram)*
Arsenic	41
Cadmium	39
Chromium	1200
Copper	1500
Lead	300
Mercury	17
Molybdenum	Report Only
Nickel	420
Selenium	36
Zinc	2800

*Dry weight basis

B. Pathogen Control

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, a reclamation site, shall be treated by either Class A, Class AB or Class B pathogen reduction requirements as defined above in Section I.B.3.

C. Management Practices

1. Bulk sewage sludge shall not be applied to agricultural land, forest, a public contact site, or a reclamation site that is flooded, frozen, or snow-covered so that the bulk sewage sludge enters a wetland or other waters in the State.
2. Bulk sewage sludge not meeting Class A requirements shall be land applied in a manner which complies with Applicability in accordance with 30 TAC §312.41 and the Management Requirements in accordance with 30 TAC § 312.44.
3. Bulk sewage sludge shall be applied at or below the agronomic rate of the cover crop.
4. An information sheet shall be provided to the person who receives bulk sewage sludge sold or given away. The information sheet shall contain the following information:
 - a. The name and address of the person who prepared the sewage sludge that is sold or given away in a bag or other container for application to the land.
 - b. A statement that application of the sewage sludge to the land is prohibited except in accordance with the instruction on the label or information sheet.
 - c. The annual whole sludge application rate for the sewage sludge application rate for the sewage sludge that does not cause any of the cumulative pollutant loading rates in Table 2 above to be exceeded, unless the pollutant concentrations in Table 3 found in Section II above are met.

D. Notification Requirements

1. If bulk sewage sludge is applied to land in a State other than Texas, written notice shall be provided prior to the initial land application to the permitting authority for the State in which the bulk sewage sludge is proposed to be applied. The notice shall include:
 - a. The location, by street address, and specific latitude and longitude, of each land application site.
 - b. The approximate time period bulk sewage sludge will be applied to the site.
 - c. The name, address, telephone number, and National Pollutant Discharge Elimination System permit number (if appropriate) for the person who will apply the bulk sewage sludge.
2. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

E. Record keeping Requirements

The sludge documents will be retained at the facility site and/or shall be readily available for review by a TCEQ representative. The person who prepares bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at

the facility site and/or shall be readily available for review by a TCEQ representative for a period of five years. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply.

1. The concentration (mg/kg) in the sludge of each pollutant listed in Table 3 above and the applicable pollutant concentration criteria (mg/kg), or the applicable cumulative pollutant loading rate and the applicable cumulative pollutant loading rate limit (lbs/ac) listed in Table 2 above.
2. A description of how the pathogen reduction requirements are met (including site restrictions for Class AB and Class B sludge, if applicable).
3. A description of how the vector attraction reduction requirements are met.
4. A description of how the management practices listed above in Section II.C are being met.
5. The following certification statement:

"I certify, under penalty of law, that the applicable pathogen requirements in 30 TAC § 312.82(a) or (b) and the vector attraction reduction requirements in 30 TAC § 312.83(b) have been met for each site on which bulk sewage sludge is applied. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the management practices have been met. I am aware that there are significant penalties for false certification including fine and imprisonment."

6. The recommended agronomic loading rate from the references listed in Section II.C.3. above, as well as the actual agronomic loading rate shall be retained. The person who applies bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at the facility site and/or shall be readily available for review by a TCEQ representative indefinitely. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply:
 - a. A certification statement that all applicable requirements (specifically listed) have been met, and that the permittee understands that there are significant penalties for false certification including fine and imprisonment. See 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii), as applicable, and to the permittee's specific sludge treatment activities.
 - b. The location, by street address, and specific latitude and longitude, of each site on which sludge is applied.
 - c. The number of acres in each site on which bulk sludge is applied.
 - d. The date and time sludge is applied to each site.

- e. The cumulative amount of each pollutant in pounds/acre listed in Table 2 applied to each site.
- f. The total amount of sludge applied to each site in dry tons.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

F. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 11) and Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30th of each year the following information. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. Identify the nature of material generated by the facility (such as a biosolid for beneficial use or land-farming, or sewage sludge for disposal at a monofill) and whether the material is ultimately conveyed off-site in bulk or in bags.
3. Results of tests performed for pollutants found in either Table 2 or 3 as appropriate for the permittee's land application practices.
4. The frequency of monitoring listed in Section I.C. that applies to the permittee.
5. Toxicity Characteristic Leaching Procedure (TCLP) results.
6. PCB concentration in sludge in mg/kg.
7. Identity of hauler(s) and TCEQ transporter number.
8. Date(s) of transport.
9. Texas Commission on Environmental Quality registration number, if applicable.
10. Amount of sludge disposal dry weight (lbs/acre) at each disposal site.
11. The concentration (mg/kg) in the sludge of each pollutant listed in Table 1 (defined as a monthly average) as well as the applicable pollutant concentration criteria (mg/kg) listed in Table 3 above, or the applicable pollutant loading rate limit (lbs/acre) listed in Table 2 above if it exceeds 90% of the limit.
12. Level of pathogen reduction achieved (Class A, Class AB or Class B).
13. Alternative used as listed in Section I.B.3.(a. or b.). Alternatives describe how the pathogen reduction requirements are met. If Class B sludge, include information on how site restrictions were met.

14. Identify each of the analytic methods used by the facility to analyze enteric viruses, fecal coliforms, helminth ova, *Salmonella* sp., and other regulated parameters.
15. Vector attraction reduction alternative used as listed in Section I.B.4.
16. Amount of sludge transported in dry tons/year.
17. The certification statement listed in either 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii) as applicable to the permittee's sludge treatment activities, shall be attached to the annual reporting form.
18. When the amount of any pollutant applied to the land exceeds 90% of the cumulative pollutant loading rate for that pollutant, as described in Table 2, the permittee shall report the following information as an attachment to the annual reporting form.
 - a. The location, by street address, and specific latitude and longitude.
 - b. The number of acres in each site on which bulk sewage sludge is applied.
 - c. The date and time bulk sewage sludge is applied to each site.
 - d. The cumulative amount of each pollutant (i.e., pounds/acre) listed in Table 2 in the bulk sewage sludge applied to each site.
 - e. The amount of sewage sludge (i.e., dry tons) applied to each site.

The above records shall be maintained on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

**SECTION III. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE
DISPOSED IN A MUNICIPAL SOLID WASTE LANDFILL**

- A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 330 and all other applicable state and federal regulations to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present. The permittee shall ensure that the sewage sludge meets the requirements in 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
- B. If the permittee generates sewage sludge and supplies that sewage sludge to the owner or operator of a municipal solid waste landfill (MSWLF) for disposal, the permittee shall provide to the owner or operator of the MSWLF appropriate information needed to be in compliance with the provisions of this permit.
- C. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.
- D. Sewage sludge shall be tested once during the term of this permit in the Interim I and Interim II phases; annually in the Final phase in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ for contaminants listed in Table 1 of 40 CFR § 261.24. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal.

Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division and the Regional Director (MC Region 11) of the appropriate TCEQ field office within 7 days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Permitting and Registration Support Division (MC 129), Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 11) and the Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year.

- E. Sewage sludge shall be tested as needed, in accordance with the requirements of 30 TAC Chapter 330.
- F. Record keeping Requirements

The permittee shall develop the following information and shall retain the information for five years.

1. The description (including procedures followed and the results) of all liquid Paint Filter Tests performed.
2. The description (including procedures followed and results) of all TCLP tests performed.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

G. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 11) and Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30th of each year the following information. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. Toxicity Characteristic Leaching Procedure (TCLP) results.
3. Annual sludge production in dry tons/year.
4. Amount of sludge disposed in a municipal solid waste landfill in dry tons/year.
5. Amount of sludge transported interstate in dry tons/year.
6. A certification that the sewage sludge meets the requirements of 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
7. Identity of hauler(s) and transporter registration number.
8. Owner of disposal site(s).
9. Location of disposal site(s).
10. Date(s) of disposal.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

SECTION IV. REQUIREMENTS APPLYING TO SLUDGE TRANSPORTED TO ANOTHER FACILITY FOR FURTHER PROCESSING

These provisions apply to sludge that is transported to another wastewater treatment facility or facility that further processes sludge. These provisions are intended to allow transport of sludge to facilities that have been authorized to accept sludge. These provisions do not limit the ability of the receiving facility to determine whether to accept the sludge, nor do they limit the ability of the receiving facility to request additional testing or documentation.

A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.
2. Sludge may only be transported using a registered transporter or using an approved pipeline.

B. Record Keeping Requirements

1. For sludge transported by an approved pipeline, the permittee must maintain records of the following:
 - a. the amount of sludge transported;
 - b. the date of transport;
 - c. the name and TCEQ permit number of the receiving facility or facilities;
 - d. the location of the receiving facility or facilities;
 - e. the name and TCEQ permit number of the facility that generated the waste; and
 - f. copy of the written agreement between the permittee and the receiving facility to accept sludge.
2. For sludge transported by a registered transporter, the permittee must maintain records of the completed trip tickets in accordance with 30 TAC § 312.145(a)(1)-(7) and amount of sludge transported.
3. The above records shall be maintained on-site on a monthly basis and shall be made available to the TCEQ upon request. These records shall be retained for at least five years.

C. Reporting Requirements

The permittee shall report the following information annually to the TCEQ Regional Office (MC Region 11) and Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30th of each year. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. the annual sludge production;
3. the amount of sludge transported;
4. the owner of each receiving facility;
5. the location of each receiving facility; and
6. the date(s) of disposal at each receiving facility.

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SPECIAL PROVISIONS:

1. This permit is granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment, and disposal systems. The Commission reserves the right to amend this permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, if an area-wide system is developed; to require the delivery of the wastes authorized to be collected in, treated by, or discharged from the system, to an area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment, or disposal system.
2. The permittee shall employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid license or registration according to the requirements of 30 TAC Chapter 30, Occupational Licenses and Registrations, and in particular 30 TAC Chapter 30, Subchapter J, Wastewater Operators and Operations Companies.

This Category C facility must be operated by a chief operator or an operator holding a Category C license or higher. The facility must be operated a minimum of five days per week by the licensed chief operator or an operator holding the required level of license or higher. The licensed chief operator or operator holding the required level of license or higher must be available by telephone or pager seven days per week. Where shift operation of the wastewater treatment facility is necessary, each shift which does not have the on-site supervision of the licensed chief operator must be supervised by an operator in charge who is licensed not less than one level below the category for the facility.

3. The permittee shall maintain and operate the treatment facility in order to achieve optimum efficiency of treatment capability. This shall include required monitoring of effluent flow and quality as well as appropriate grounds and building maintenance.
4. Prior to construction of the re-rated Interim II phase and Final Phase wastewater treatment facilities, the permittee shall submit to the TCEQ Wastewater Permits Section (MC 148) a copy of the approval letter from TCEQ for the plans and specifications for this facility. If the permittee does not have a copy of an approval letter, the permittee shall submit a summary submittal letter in accordance with the requirements in 30 TAC Section 317.1. If requested by the Wastewater Permits Section, the permittee shall submit plans, specifications and a final engineering design report which comply with 30 TAC Chapter 317, Design Criteria for Sewerage Systems. The permittee shall clearly show how the treatment system will meet the Interim II and final permitted effluent limitations and flow required on Page 2 of the permit.
5. The permittee shall notify the TCEQ Regional Office (MC Region 11) and the Applications Review and Processing Team (MC 148) of the Water Quality Division, in writing at least forty-five (45) days prior to the completion of the new facilities on Notification of Completion Form 20007.
6. The Permittee shall provide facility for protection of its wastewater treatment facilities from a 100-year flood.

7. The permittee has submitted evidence of legal restrictions (on file) prohibiting residential structures within the part of the buffer zone not owned by the permittee according to 30 TAC Section 309.13(e)(3). The permittee shall comply with the requirements of 30 TAC Section 309.13(a) through (d). (See Attachment B.)
8. The irrigated crops include turf grass (golf course) and cedar trees (cedar breaks). Application rates to the irrigation land shall not exceed 3.45 acre-feet per year per acre irrigation for 140 acres of golf course irrigation and 4.72 acre-feet per year acre irrigated on 40 acres for irrigation of cedar trees irrigation in the Interim I Phase. Application rates to the irrigation land shall not exceed 3.45 acre-feet per year per acre irrigation for 140 acres of golf course irrigation and 5.95 acre-feet per year acre irrigated on 60 acres for irrigation of cedar trees irrigation in the Interim II Phase. Application rates to the irrigation land shall not exceed 3.45 acre-feet per year per acre irrigation for 140 acres of golf course irrigation and 6.37 acre-feet per year acre irrigated on 100 acres for irrigation of cedar trees irrigation in the Final Phase. The permittee is responsible for providing equipment to determine application rates and maintaining accurate records of the volume of effluent applied. These records shall be made available to review by the Texas Commission on Environmental Quality and shall be maintained for at least three years.
9. The permittee shall obtain representative soil samples from the root zones of the land application area receiving wastewater. The golf course and cedar breaks application areas shall be subdivided into three subareas each for soil sampling. A map depicting the six permanent soil sampling areas shall be submitted with the annual soil monitoring results. Composite sampling techniques shall be used. Each composite sample shall represent no more than 60 acres. Subsamples shall be composited by like sampling depth and soil type for analysis and reporting. Soil types are soils that have like topsoil or plow layer textures. These soils shall be sampled individually from 0 to 6 inches, 6 inches to 18 inches, and 18 inches to 30 inches below ground level. The permittee shall sample soils in December to February and shall be analyzed within 30 days of sample collection.

The permittee shall provide annual soil analyses of the land application area according to the following table:

Parameter	Method	Minimum Analytical Level (MAL)	Reporting units
pH	2:1 (v/v) water to soil mixture		Reported to 0.1 pH units after calibration of pH meter
Electrical Conductivity	2:1 (v/v) water to soil mixture	0.01	dS/m (same as mmho/cm)
Nitrate-nitrogen Ammonium-nitrogen	From a 1 <u>N</u> KCl soil extract	1	mg/kg (dry weight basis)
Total Kjeldahl Nitrogen (TKN)	For determination of Organic plus Ammonium	20	mg/kg (dry weight basis)

	Nitrogen. Procedures that use Mercury (Hg) are not acceptable.		
Total Nitrogen	= TKN + nitrate-nitrogen (same as, organic-nitrogen + ammonium-nitrogen + nitrate-nitrogen)		mg/kg (dry weight basis)
Plant-available: Phosphorus (P)	Mehlich III with inductively coupled plasma	1 (P)	mg/kg (dry weight basis)
Plant-available: Potassium (K) Calcium (Ca) Magnesium (Mg) Sodium (Na)	May be determined in the same Mehlich III extract with inductively coupled plasma	5 (K) 10 (Ca) 5 (Mg) 10 (Na)	mg/kg (dry weight basis)
Amendment addition, e.g., gypsum			Report in <i>short tons/acre</i> in the year effected

A copy of this soil testing plan shall be provided to the analytical laboratory prior to sample analysis. The permittee shall submit the results of the annual soil sample analyses with copies of the laboratory reports and a map depicting the areas that have received wastewater within the permanent land application fields to TCEQ Regional Office (MC Region 11), the Water Quality Assessment Team (MC 150) and to the Enforcement Division (MC 224) no later than end of September of each year. If wastewater is not applied in a particular year, the permittee shall notify the same TCEQ offices and indicate that wastewater has not been applied on the approved land irrigation site (s) during that year.

10. Irrigation practices shall be designed and managed so as to prevent ponding of effluent or contamination of ground and surface waters and to prevent the occurrence of nuisance conditions in the area. Crops, turf grass, native grasses, cover crops, the golf course or other ground cover shall be established and well maintained in the irrigation area throughout the year for effluent and nutrient uptake by the crop and to prevent pathways for effluent surfacing. Tailwater control facilities shall be provided as necessary to prevent the discharge of any effluent from the irrigated land.
11. Effluent shall not be applied for irrigation during rainfall events or when the ground is frozen or saturated.
12. The permittee shall erect adequate signs stating that the irrigation water is from a non-potable water supply for any area where treated effluent is stored or where there exist hose bibs or faucets. Signs shall consist of a red slash superimposed over the international symbol for drinking water accompanied by the message "DO NOT DRINK THE WATER" in both English and Spanish. All piping transporting the effluent shall be clearly marked with these same signs.
13. Spray fixtures for the irrigation system shall be of such design that they cannot be operated by unauthorized personnel.
14. Irrigation with effluent shall be accomplished only when the area specified is not in use.
15. The permittee shall maintain a long term contract with the owner(s) of the land application

site which is authorized for use in this permit, or own the land authorized for land application of treated effluent.

16. Holding or storage ponds shall conform to the design criteria for stabilization ponds with regard to construction and levee design and shall maintain a minimum freeboard of two feet according to 30 TAC Chapter 217, Design Criteria for Domestic Wastewater Systems.
17. Permanent transmission lines shall be installed from the holding pond to each tract of land to be irrigated utilizing effluent from that pond.
18. Wastewater effluent shall not be applied to rock outcrop exposures within 50 feet of the fault trace
19. The permittee shall maintain a minimum 50-foot buffer from surface water bodies and watercourses in the irrigation areas (Attachments C and D).
20. The wastewater storage pond adjacent to WWTP #2 shall be bermed to a height that is three feet above the 100-year flood level. This berm must be appropriately keyed into the substrate to prevent flooding of the retention structure.
21. The permittee shall inspect the leak detection systems installed at the Fairway Pond 17 and the existing Cedar Break Pond on a monthly basis to identify whether any water is collecting in the system. Upon use of the proposed Cedar Break Pond #2, permittee shall also conduct monthly inspections of the leak detection and leachate collection system of that pond. Permittee shall record the dates and results of the monthly inspections in a log book retained at the facility.

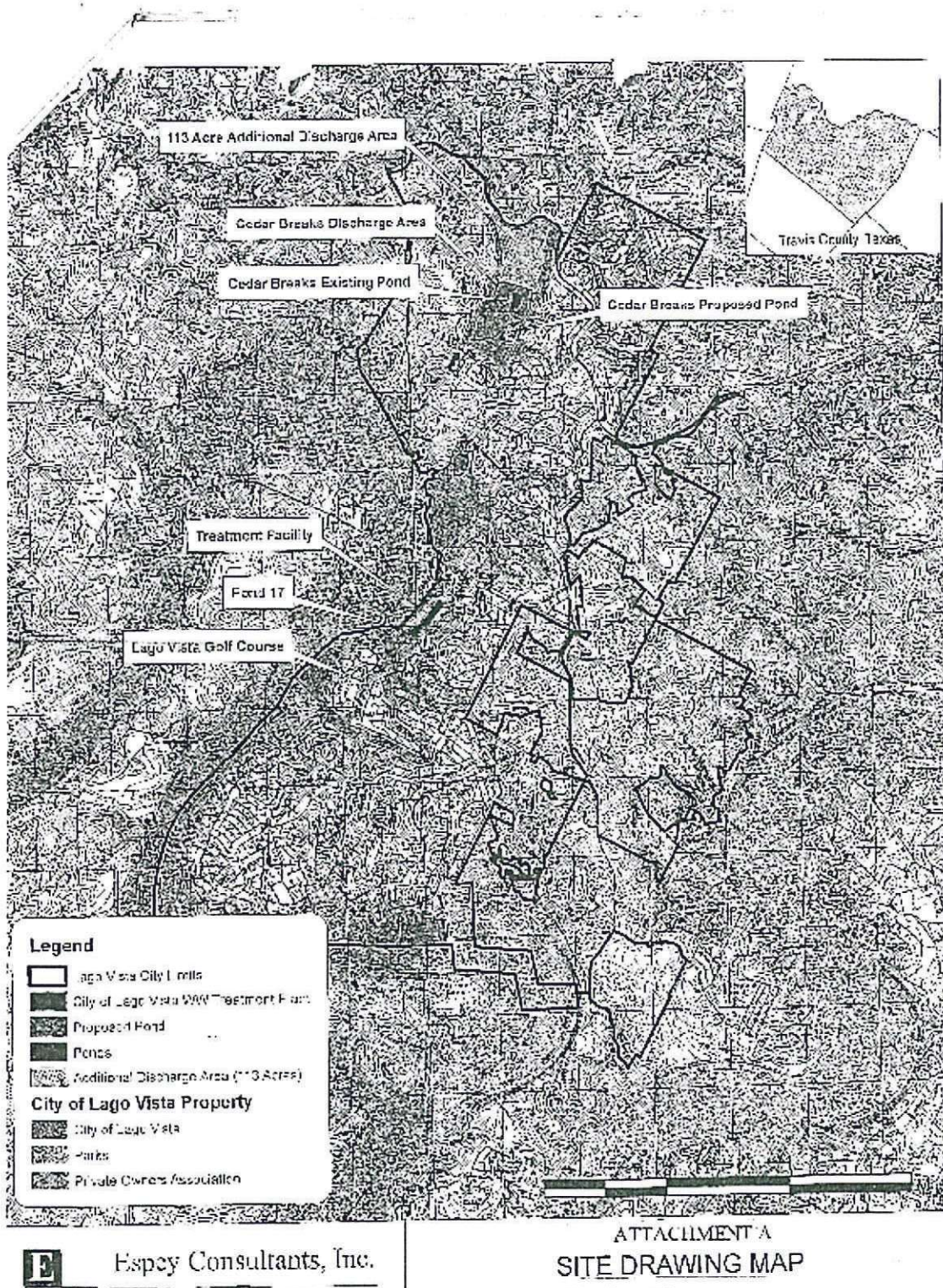
If any water is present in the leak detection and/or leachate collection systems, the permittee shall obtain a grab sample of the water and analyze it for nitrate-N, nitrite-N, Total Kjeldahl Nitrogen, ammonia-N, total phosphorus, orthophosphate, and fecal coliform. Permittee shall retain a copy of the laboratory results of the grab sample at the facility and make the results available to TCEQ staff. If any pond is found to be leaking, permittee shall implement corrective actions to repair the ponds.

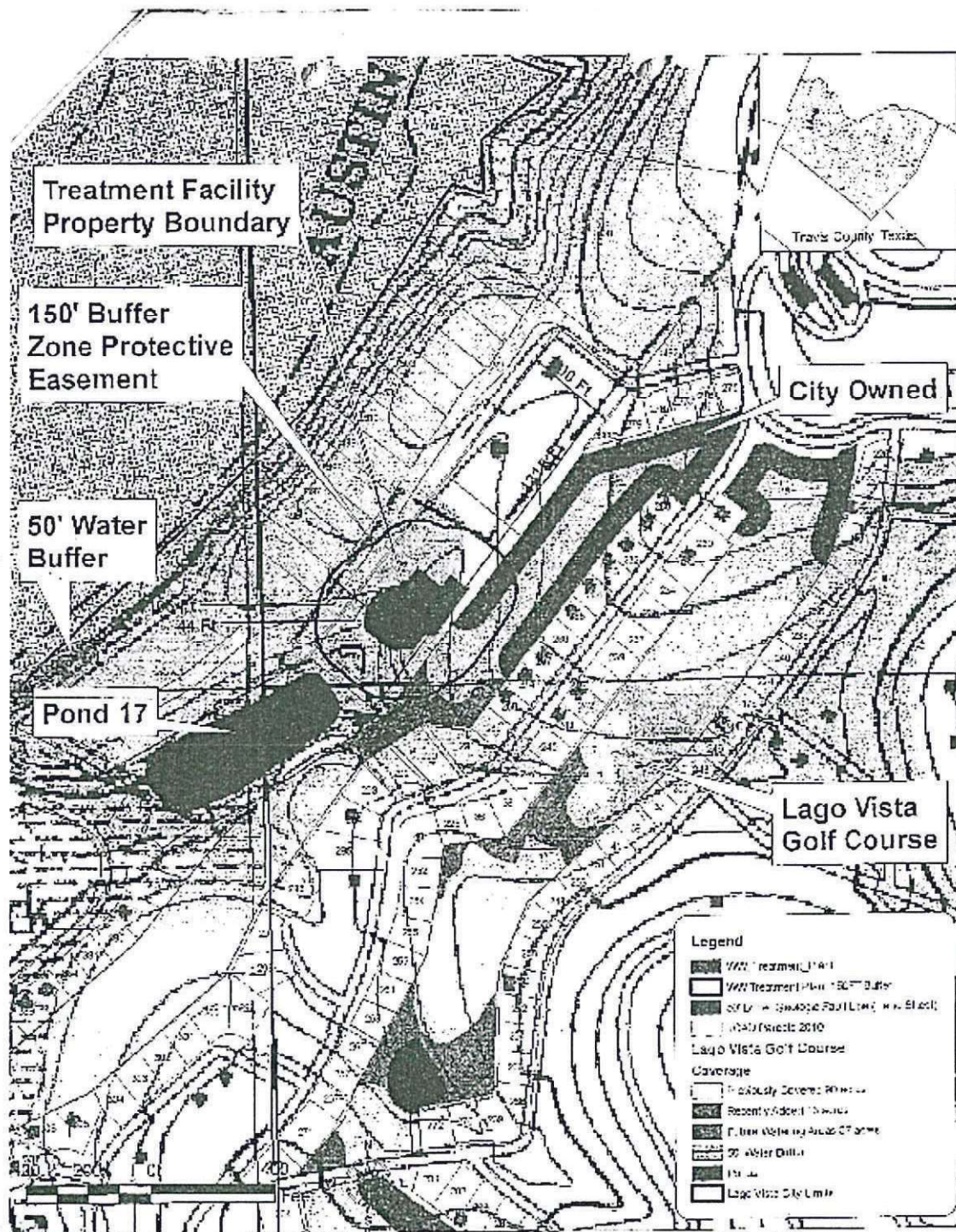
22. The permittee shall comply with the Soil Water/Springs Monitoring Plan submitted in the document "Cedar Breaks Effluent Disposal System Irrigation Management Plan" certified on August 21, 2008 and approved by the TCEQ Water Quality Assessment Team (MC 150). The permittee shall submit the data from the Soil Water/Springs Monitoring Plan to the Water Quality Assessment Team (MC 150) of the Water Quality Division during the month of September of each year. Data reported shall include: the date of survey, the date and amount (in inches) of most recent rain, whether any springs or seeps were located, the locations of the springs and seeps on a site map (if applicable), and laboratory report of the analytical results of the springs and seeps (if applicable).
23. If water quality data collected from existing seeps/springs indicate an increase in parameters outlined in Special Provision 22, or additional seeps/springs shall appear that differ from the baseline assessment, the permittee shall submit a Soil Moisture Monitoring Plan (SMMP) to the TCEQ Water Quality Assessment Team (MC 150) and the TCEQ Regional Office (MC Region 11), for review and comment within 30 days of discovery. This plan shall include, but not be limited to, the following criteria.

- a. One soil moisture monitoring device per irrigation zone.
- b. Automatic system such that if any one soil moisture monitoring device within an irrigation zone indicates saturation, an alarm located at the irrigation pump station will notify operator of such condition.
- c. Maps depicting the proposed locations of the monitoring devices.
- d. A moisture monitoring device management plan that illustrates a quarterly testing and maintenance program to ensure that the devices are operational.
- e. Once initiated, soil moisture monitoring shall continue for the life of the irrigation system.

Once approved, the permittee shall initiate the SMMP within 60 days and notify TCEQ Regional Office (MC Region 11) and TCEQ Water Quality Assessment Team (MC 150) staff upon initiation.

24. All open areas between trees shall be planted with Bermuda grass and rye grass. The permittee shall use cultural practices to promote and maintain the health and propagation of the Bermuda grass (warm season) and ryegrass (cool season) crops and avoid plant lodging. The permittee shall harvest the crops (cut and remove it from the field) at least one time during the year. Harvesting and mowing dates shall be recorded in a log book kept on site to be made available to TCEQ personnel upon request.
25. The physical condition of the land application fields will be monitored on a weekly basis. Any areas with problems such as surface runoff, surficial erosion, stressed or damaged vegetation will be recorded in the field log kept onsite and corrective measures will be implemented within 24 hours of discovery.
26. The permittee shall identify in the field the evergreen overtree irrigation area with permanent stakes or other visual markers.
27. The Permittee shall implement additional protective measures if data from the Springs/Seeps Monitoring Plan indicate it may be warranted.

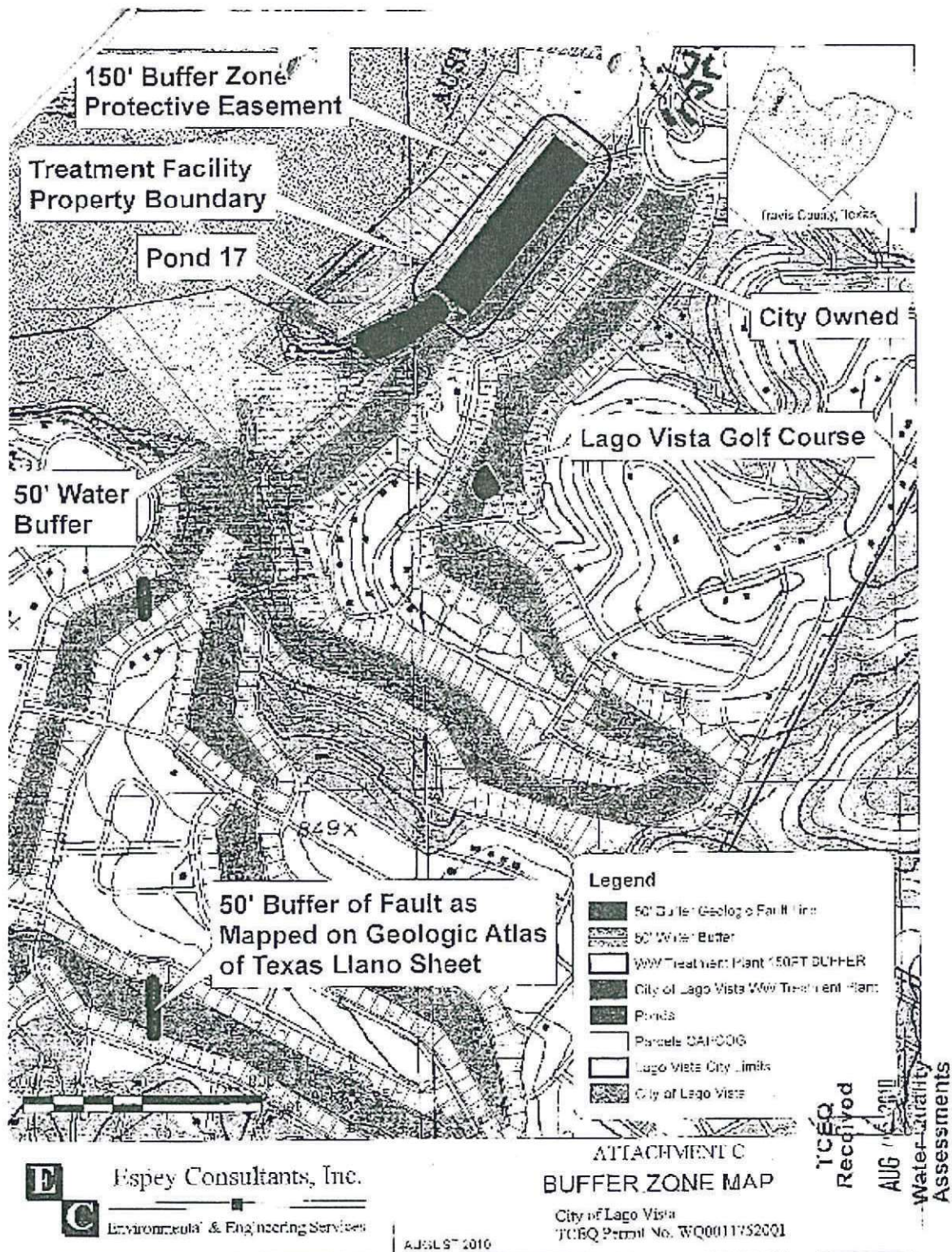


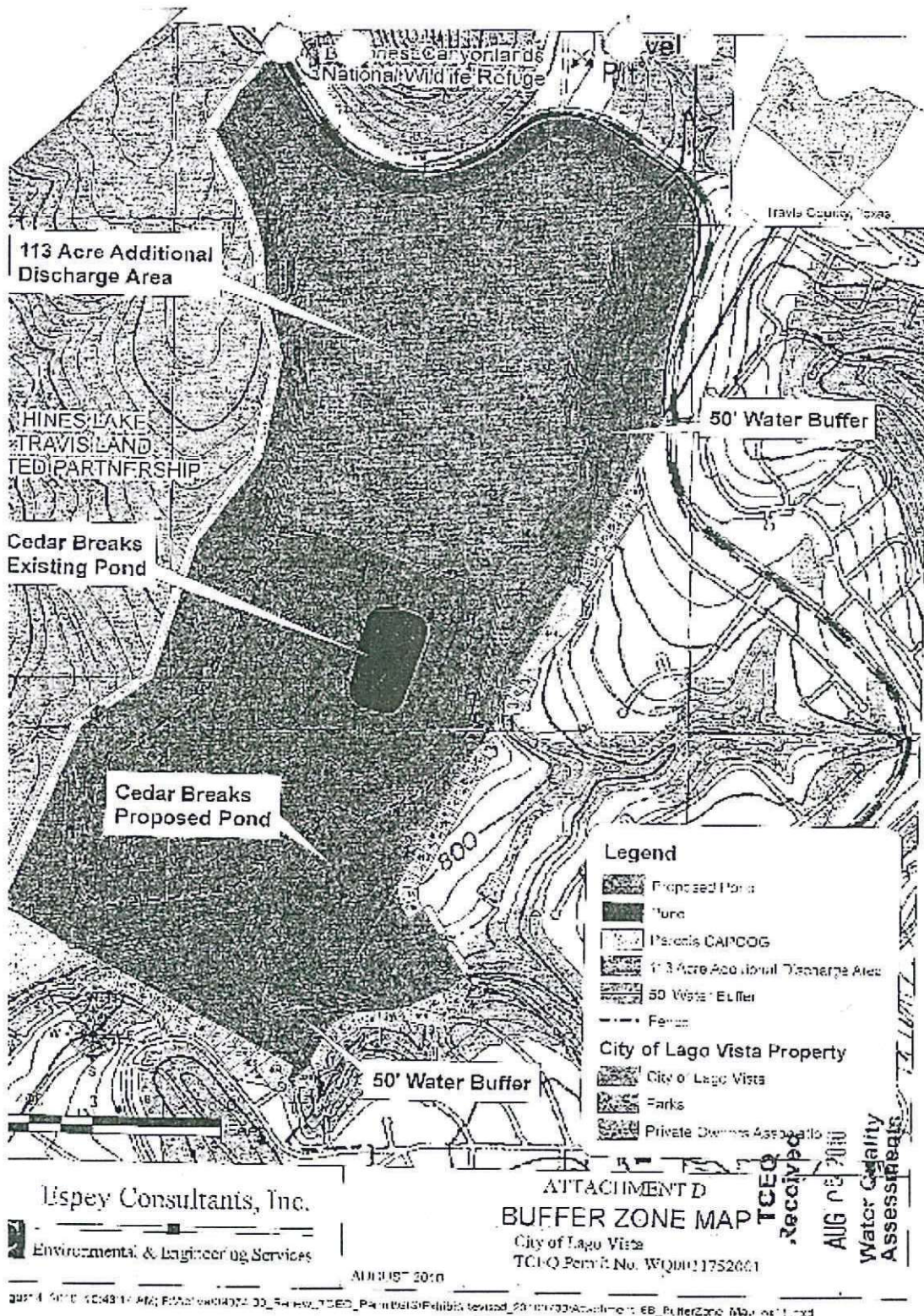


E Espey Consultants, Inc.
C Environmental & Engineering Services

ATTACHMENT B
 BUFFER ZONE MAP
 City of Lago Vista
 TCEQ Permit No. WQ0011752001

SEP-1-MAR-2010







Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: Discussion, consideration and possible action, including remediation by the City of Lago Vista, ensuring compliance with an order issued by the Building and Standards Commission regarding the dangerous condition of Lot C1A of Lago Vista Travis Plaza Subdivision, also known as 5603 Lago Vista Way.

BACKGROUND: The portions of walls and concrete slabs that remain on the property that is the subject of this agenda item once served as part of a residential complex known as the Lago Vista Lodges Condominiums. After the buildings were condemned, the condominium units were destroyed by fire. To the best of our knowledge and belief, the fire occurred in the 1980s and the portions of the above-ground improvements that do not currently remain were demolished in the 2000s. Although notices of violation have been issued in the past, more recently the hazards present on the property have been rapidly increasing.

On March 1, 2023, the Building and Standards Commission issued an order declaring the remainder of the building improvements and property to be a safety hazard and ordered remediation of the hazardous conditions by the property owners within thirty (30) days. The basis of the underlying findings was an independent analysis by a professional engineer commissioned by the Development Services Department. That report and the draft minutes (not yet approved) from that meeting are included in this packet in addition to a “proof” of the required notice of the Building and Standards Commission order.

Although the deadline of April 1, 2023, for compliance with that order will not have lapsed until after this packet has been published, it will have lapsed by the scheduled meeting date.

The final item included in the packet is the relevant ordinance language from Article 3.1200 of Chapter 3 that describes the potential actions that the City Council is authorized to take after

the deadline for compliance with that order has lapsed.

FINDINGS:

That the deadline for compliance with the order has lapsed and the solicitation of proposals for the required remediation services is warranted (the Council may or may not authorize the City Manager to execute an agreement within a certain compensation limit).

FINANCIAL IMPACT:

The FY2023 budget programmed \$100,000 for remediation out of the Non-Departmental Fund, under Contractual Services (10-511-6135).

RECOMMENDATION:

Order remediation after the deadline for compliance has passed and authorize the City Manager and code enforcement official to solicit competitive proposals for the required remediation services, repair or secure the structure, file a lien against the property for the cost and expense of such work, and other possible actions under Section 214 of the Texas Local Government Code and Article 3.1200 of the City of Lago Vista Code of Ordinances.

ATTACHMENTS:

[Lago Vista Way Packet](#)

Building and Standards Commission Meeting Packet Material

March 1, 2023

Agenda Item 4
Potential Dangerous Building Declaration

5603 Lago Vista Way

Article 3.1200 of Chapter 3

RETAINING WALL ASSESSMENT

Client: City of Lago Vista
Address: Lago Vista Way & Country Club Drive, Lago Vista
Attn: Carl Phinney

February 22, 2023

On February 8, 2023, George Breehl of ATS Engineers inspected existing retaining walls at the above-referenced location. These walls as standing today once served as part of a condominium complex. However, after the buildings were condemned, the condos were destroyed by fire. Based on discussions with city staff, we understand that the fire occurred in the 1980s and the remaining above-ground portions of the condos were demolished in the 2000s. No construction drawings or documents were available for our review.

There are two separate concrete masonry unit (CMU) retaining walls on the property, an upper wall and a lower wall, sitting approximately 110ft apart; with a minor stacked stone wall between. The upper wall lies along Lago Vista Way, and the lower wall extend up to 175ft along internal access drives on the property. See Figure 01 for a section showing the location and orientation of the walls.

Upper CMU Retaining Wall

The upper wall stands 9ft tall relative to base grade, consists of 8" CMU, and is in extremely poor condition. We observed no evidence of reinforcing steel or grout in the wall, nor drainage behind the wall (ie, weepholes or a daylighting pipe). It is substandard practice to build unreinforced and ungrouted CMU walls where they will retain soil.

A considerable portion of the upper wall has already collapsed (Figure 02). Other portions of the wall not yet collapsed have cracked, buckled, and faulted; that is, blocks above have deflected outward relative to blocks below (Figure 03). Using a level, we measured the wall found to be leaning outward at ~4.0 degrees. A corner of the wall has blown out (Figure 04). Other locations have more localized damage, holes in the face shells (Figure 05), perhaps where passersby intentionally impacted the wall. The graffiti covering this wall indicates that the site has been unsecured at times since its condemnation.

The observed cracking, buckling, faulting, tilt and block damage taken together indicates that more lengths of this wall are likely to collapse under load from soil pressure.

Lower CMU Retaining Wall

The lower wall stands 17ft tall relative to base grade and consists of 12" CMU. Unlike the upper wall, this wall appears to be reinforced and fully grouted: We observed #5 bars coming out of the top of the wall at approximately 16" oc.

No portion of the lower wall has collapsed yet, and the wall is clearly in better condition than the upper wall. That said, it is heavily graffitied, and has cracks, holes and other localized damage (Figure 06). The east portion of the wall used to return down the hill, but appears to have partially collapsed. In general we measured the wall to be out of plumb, tilting ~1.2 degree outward.

We also observed select damage and deterioration at the lower wall, as follows:

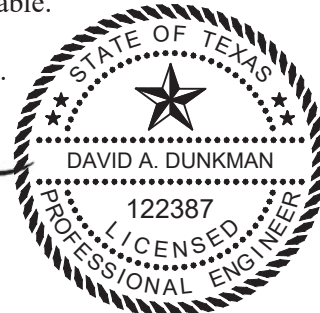
- The concrete flatwork behind the wall is caving in (Figures 07 and 08), apparently due to running water behind the wall washing away the supporting soil. This has lessened the horizontal load applied to the wall, but presents a dangerous condition to anyone attempting to walk the property, particularly at night.
- At an opening in the wall, we observed cracking and splitting of the the jamb blocks supporting the lintel (Figure 09); this condition could lead to collapse of the lintel, which weighs ~200lbs.

Summary

The two CMU walls on this site are in poor condition. The top wall is partly collapsed, and appears ready to continue its collapse with each heavy rain. The bottom wall, while in better condition, is leaning and presents several unsafe conditions. The site in general has been left unmaintained and unsecured, and as such, presents a risk to the public if not addressed.

Please note, this report is based on our visual observations and discussions with city staff. No testing has been performed in conjunction with this inspection, nor were original construction documents made available.

Please contact me if you have any questions.

Dave Dunkman, P.E.

Structural Department Manager

I certify that I have produced this certification as an independent registered professional engineer and have no interest, present or prospective, in this property or anyone involved with this property. I warrant that ATS has looked at the structural components of this property in a diligent manner and has made recommendations based on my experience and opinion. Changes may occur during construction that could make null and void the contents of this report. No other warranty, either expressed or implied, is hereby made. Please note that this certification shall expire with any change in referenced code or any changes from the referenced plan date and architecture. Professional Engineering Firm Registration Number 2487

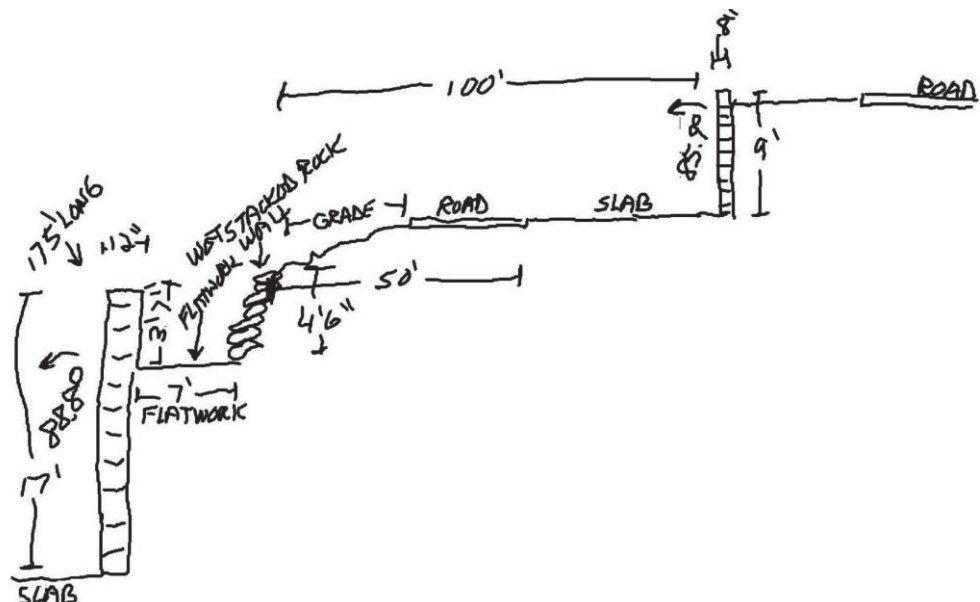


Figure 01. Section, two CMU retaining walls, upper (right) and lower (left)

- Structural
- Mechanical
- Electrical
- Plumbing



Figure 02. Partial collapse and buckling of upper wall



Figure 03. Faulting of upper wall

- Structural
- Mechanical
- Electrical
- Plumbing



Figure 04. Blowout at corner in upper wall

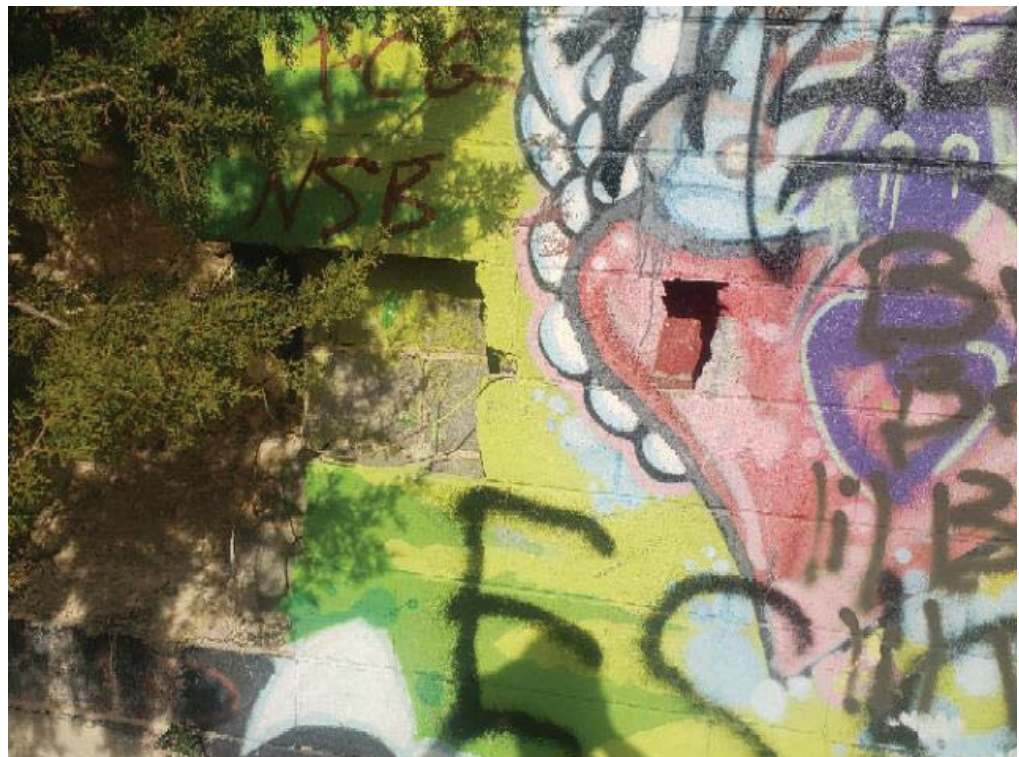


Figure 05. Local damage/holes in upper wall

TBPE FIRM REG. #2487
TBPLS FIRM REG. #10126000

4910 West Hwy 290
Suite 300
Austin, Texas 78735
512.328.6995
512.328.6996. Fax

Commercial and
Residential Engineering

- Structural
- Mechanical
- Electrical
- Plumbing

Rehabilitation Designs

Property Condition
Inspections

Land Surveying

Texas Accessibility
Standards (ADA)
Compliance Reviews
& Inspections

Certified Code
Compliance Inspectors
& Plan Reviewers

Energy Code Consulting
& Inspections
Green Building Consulting
& Certification

Construction Consulting



Figure 06. General condition of lower wall



Figure 07. Partial collapse of wall return at east side of lower wall

- Structural
- Mechanical
- Electrical
- Plumbing



Figure 07. Holes in flatwork behind lower wall, due to soil cave-in



Figure 08. Holes in flatwork behind lower wall, due to soil cave-in

- Structural
- Mechanical
- Electrical
- Plumbing



Figure 09. Cracking in jamb blocks supporting lintel, lower wall

Draft Minutes Not Yet Approved

MINUTES
Building and Standards Commission
Regular Meeting
Wednesday, March 1, 2023
City of Lago Vista

Chair Scott Cameron called the meeting to order at 6:00 P.M. in the Council Chambers at City Hall, 5803 Thunderbird St. Other members present were Vice-Chair Frank Robbins, Jim Cason, Lee Davis, Howard Hoover, Clifton McCullough and Dave Snyder. Council Liaison Paul Roberts, City Attorney Joseph Crawford and Development Services Director Roy Jambor were also present.

CITIZEN COMMENTS UNRELATED TO ITEMS ON THE AGENDA

There were no public comments.

BUSINESS ITEMS

1. Welcome of new members.
Frank welcomed Lee Davis and Clifton McCullough who are new members on the Commission.

2. Election of officers (Chair and Vice-Chair) for the coming year.
Jim nominated Scott for Chairman.

On a motion by Frank Robbins, seconded by Howard Hoover, the Commission voted all in favor to elect Scott Cameron as Chair.

Howard nominated Frank for Vice-Chair.

On a motion by Frank Robbins, the Commission voted all in favor to elect Frank Robbins for Vice-Chair.

3. Comments from the Council Liaison.
Paul welcomed the new members and spoke about the recent training that took place. Paul noted that Pack 77 was in the audience and was observing the meeting. He spoke about updates from City Council, noting that they updated the Rules of Procedure and roles for the Chair. He discussed staff and City Council Liaison reports that have been added to the agenda to discuss information and get feedback. He noted action items would need to be a separate agenda item.

PUBLIC HEARING AND ACTION

4. Consideration of whether the remaining improvements located at 5603 Lago Vista Way (known as Lago Vista Lodges Condominiums, Geographic ID 017480160) constitutes a dangerous building and should be declared as such in accordance with the provisions of Article 3.1200 of Chapter 3 of the Lago Vista Code of Ordinances; and any subsequent orders deemed appropriate by the Commission.

Joe requested an Executive Session to discuss the legal details of the item. Frank announced they would be going into Executive Session.

Frank announced that the meeting reconvened at 6:43 P.M.

Joe presented the findings of the Code Enforcement Officer, third party Engineer and the city staff and suggested that legal action should be taken.

Kristall Burke, Code Enforcement Officer, introduced herself and spoke about the notice that was issued to the property owners and the condition of the property.

The Dave Dunkman, third party Engineer with ATS, discussed his background and reported the findings for the property and noted that it's not being properly maintained.

Joe confirmed with Mr. Dunkman that the building cannot be occupied due to health hazards, it poses a danger to the public and does not meet the current building codes according to the city ordinances.

Dave asked about the erosion of the soil and discussed it with Mr. Dunkman.

Howard spoke about the hazardous material on the property and discussed how it would be disposed of with Mr. Dunkman. Kristall discussed the hazardous material found on the property.

Frank discussed people accessing the property and material that has been dumped on it with Kristall.

Jim discussed the number of units, the common area and the rights the owners have with Kristall.

David McWalker commented that the condominiums burnt down and no longer exist and discussed his experience with the county when he purchased his two units. He said he is in favor of fixing the issue.

Kristall stated there were a total of 41 condominiums on the property.

Tim Scott, an owner, spoke about his experience in working with city staff and discussed his issues with trying to resolve the problem. He suggested the city should condemn the property because it's hazardous.

Mark Cotton said he inherited a unit from his family and spoke about the problems and his concerns with the property. He said he wants to find a satisfactory solution to the issue.

Kristall discussed her findings regarding any liens on the property and said she couldn't find much evidence.

Frank said they will determine if the property should be condemned and any other decisions regarding the property would be handled by other parties. He discussed what they will be doing with the owners.

Joe stated he would be recommending an order for remediation of the property to the Commission. He said any actions on existing liens would be handled by a different attorney.

Mr. McWalker commented this action would not completely solve all the issues with the property.

An owner discussed her issues with the property and discussed what she has done with trying to resolve them.

Joe commented that there are enough property owners present at the meeting so they will be able to proceed with action on their condominiums.

On a motion by Dave Snyder, seconded by Jim Cason, the Commission voted all in favor to proceed with declaring the buildings on the property as needing to be taken down to make the site safe based on the findings that the buildings are dangerous, unsafe and substandard as defined in ordinance Subsections 3.1204 A(1), A(2), A(4), A(8), A(9), A(10), Subsection B and Subsection C in that the property is an immediate clear and present danger to the public.

Joe commented the motion for relief should be the Commission order that the owners or people having an interest in the building secure, repair or demolish the building or structure within 30 days after the date of this order. He continued and said if they fail to do so, the city should take such action and seek reimbursement as allowed under city and state ordinances. He said he isn't going to recommend penalties, although the city could seek them in this case.

On a motion by Dave Snyder, seconded by Jim Cason, the Commission voted all in favor to recommend the relief as outlined by the City Attorney.

Frank explained what they have done is they have described it as dangerous property, condemned it, and indicated 30 days to get it cleared.

Frank discussed what might happen if the city has to do the remediation with the owners.

Joe recommended that the owners work with staff regarding their action.

SIGN VARIANCE APPLICATION (NO PUBLIC HEARING)

- 5. 23-2333-SIGN-VAR:** Consideration of a recommendation to the City Council regarding a sign variance application to exceed the maximum display area resulting from the conversion of the base of an existing freestanding sign located at 6400 Lohman Ford Road (Lago Vista Subdivision, Section 2, Lot 6A) into an additional multitenant display area. A recommendation from the Building and Standards Commission is required prior to consideration of the application by the City Council.

Frank announced this item will not be discussed because it has been deferred so that applicant can amend the request to include the setback requirement.

- 6.** Discuss and consider action on the draft sign ordinance amendment previously recommended by the Building and Standards Commission at the April 11, 2022, regular meeting and subsequently remanded by the Lago Vista City Council for further review.

Roy stated he has read the comments from a couple of attorneys and can produce a clearer version of the amendment, if needed.

On a motion by Dave Snyder, seconded by Howard Hoover, the Commission voted all in favor to approve the recommendation for the amendment with the noted changes.

On a motion by Jim Cason, seconded by Dave Snyder, the Commission voted all in favor for Roy to make the approved changes to the ordinance amendment and send it to the City Council.

7. Discuss and consider draft amendments to Chapters 3 and 14 of the Lago Vista Code of Ordinances, while giving direction to the staff and the existing Building and Standards Commission subcommittee.

Frank discussed the subcommittee's work and went over their comments and changes to the ordinance language. Roy commented that it's on the Planning and Zoning Commission's agenda for discussion.

8. Consider approval of the following minutes:

November 2, 2022, Regular Meeting

December 7, 2022, Regular Meeting

On a motion by Frank Robbins, the Commission voted all in favor to approve the minutes for November 2, 2022, and December 7, 2022.

ADJOURNMENT

On a motion by Scott Cameron, the Commission voted unanimously to adjourn at 7:51 P.M.

From: Gannett Legals Public Notices 4 <ganlegpubnotices4@gannett.com>
Sent: Monday, March 6, 2023 1:27 PM
To: Lucy Aldrich <Lucy.Aldrich@lagovistatexas.gov>
Subject: RE: 8546899 Public Notice (City of Lago Vista)
Importance: High

Updated

**Notice of Order by the
Building and Standards
Commission**

The Lago Vista Building and Standards Commission (the "Commission") held a Public Hearing on March 1, 2023, at 6:00 PM in the Council Chambers at City Hall, 5803 Thunderbird St., Lago Vista, Texas to receive arguments regarding the building or structures located at 5603 Lago Vista Way, Lago Vista, Travis County, known as Lago Vista Lodges Condominiums, Geographic ID #017480160 (the "Property").

After that Public Hearing, the Commission issued an order that finds that the building or structures located on the Property constitute a violation of the standards included in the following sections of the City's Code of Ordinances: 3.1204(a)(1); 3.1204(a)(2); 3.1204(a)(4); 3.1204(a)(8); 3.1204(a)(9); 3.1204(a)(10); 3.1204(b) and 3.1204(c). For that reason, the Commission declared the Property a dangerous, unsafe, and substandard building and finds that there exists an immediate, clear, and present danger to the public. The Commission ORDERED that the owner and persons having an interest in the building secure, and repair or demolish the building within thirty (30) days after March 1, 2023, the date of the order.

The Commission further ORDERED that, should the ordered action not be completed within the prescribed time, the City shall take such action and seek reimbursement for the costs of such action as allowed under state law and the City's ordinances. A copy of the complete executed order can be obtained pursuant to a request from the Lago Vista City Secretary.

03-08/2023

CHAPTER 3

BUILDING REGULATIONS

ARTICLE 3.1200 SUBSTANDARD AND DANGEROUS BUILDINGS AND STRUCTURES

Sec 3.1212 City Council Action

If the responsible parties that have an interest in a building or structure that is ordered to be repaired, rehabilitated, demolished, or removed, fail to timely comply with such order, the city council may:

- (a) Authorize the code enforcement authority to obtain the repair and/or securing of the building or structure, and to file a lien against such property for the cost and expense of such work;
- (b) By ordinance, assess a civil penalty of up to \$1,000.00 per day against the owners and persons having an interest in the property; and
- (c) Authorize and take such other action as contemplated by this article, or chapter 214, TLGC, as is necessary or advisable in the judgment of the city council to protect the public health, safety or welfare.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Tracie Hlavinka, City Manager

SUBJECT: Discussion, consideration and possible action regarding response to the U.S. Department of Transportation, Federal Aviation Administration, Office of Airport Compliance and Management Analysis letter requesting exemption under 49 U.S.C. Section 47107(s)(3) at Lago Vista Rusty Allen Airport (RYW) concerning residential through the fence (RTTF) activities.

BACKGROUND: The Rusty Allen Airport Property Owners' Association requested that the City of Lago Vista, as the airport sponsor, submit a request to TxDOT Aviation in its capacity as FAA's representative for relief from Sec. 136 of the FAA Reauthorization Act of 2012 in 2022.

City staff drafted a Petition for Exemption in accordance with Title 49 United States Code Section 47107(s) paragraph (3) and on April 21, 2022, the City Council considered the draft. On April 22, 2022, in direct response to a request for clarification from a Council member, the final paragraph was adjusted to clarify that the city was only asking for an exemption for the property owners of Lots 44 through 47. On May 2, 2022, the final draft was emailed to the City Manager for final review and signature, and mailed the following day. On November 17, 2022, the City Council considered a revision of the petition for exemption based on a meeting with the Director from the Office of Airports Southwest Region. During that meeting Director Ignacio Flores noted he was not aware of the City of Lago Vista's petition for exemption letter and advised the City send another.

FINDINGS: On March 13, 2023, the City Manager received an email from the Airport Compliance and Management Analysis Office with a response letter to the original petition for exemption letter. This response letter noted the request and acknowledged the City was petitioning exemption from the FAA Southwest Region Airports Division two findings in August of 2019. Theses two findings were: same pay for use of City's tie down

spaces resulting in economic discrimination and commercial aeronautical uses of residential properties. The letter also requested additional details regarding justification of the Fee Ordinance addressing the discrepancy and details on which specific lots currently have established commercial aeronautical activities. The Director has provided the City with 30 days to provide the additional information.

Council member Durbin and the Airport Advisory Council have drafted a response letter for reply to the March 13th letter from the Office of Airport Compliance and Management Analysis. This draft letter and exhibits are included in this packet.

FINANCIAL IMPACT:

None

ATTACHMENTS:

[DRAFT FAA Letter](#)

Mayor
Ed Tidwell

Mayor Pro-Tem
Paul Prince



Council Members
Gage Hunt
Kevin Sullivan
Rob Durbin
Chelaine Marion
Paul Roberts

March 26, 2023

U.S. Department of Transportation
Federal Aviation Administration
Office of Airport Compliance
and Management Analysis
800 Independence Ave., SW.
Washington, DC 20591

Attention: Kevin C. Willis, Director

Subject: Rusty Allen Lago Vista Airport
FAA Reauthorization Act of 2018, Section 185
Section 47107(s) of title 49, United States Code amended

Re: Request for Concurrence

Via: USPS and email

Dear Mr. Willis;

The City is in receipt of your reply to the subject inquiry, (FAA-2022-0667-0001) dated March 13, 2023.

After further review of the abovementioned amendment to USC Title 49, Section 47107(s), The City of Lago Vista better understands that the situation described with the Rusty Allen Airport (RAA) meets the 2018 exemption criteria, lacking only FAA's written concurrence by way of the Secretary's letter of determination.

As such, the City respectfully wishes to rescind its original petition for exemption. Instead, we request that the FAA acknowledge concurrence, determining that the exemption applies to The Rusty Allen Airport, having met all three parts of the exemption criteria, viz:

1. the property is subject to deed or lease restrictions in place prior to February 2012, and;
2. deed and lease restrictions are perpetual in nature, and;
3. the property cannot be readily brought into compliance.

Conclusive evidence is provided in the timeline of events below and in Attachment "A", *Declaration of Covenants Conditions and Restrictions Lago Vista Bar-K Subdivision*, and further highlighted in Attachment "B", *a letter from the RAA Property Owner's Association to the City of Lago Vista* dated July 1, 2021.

Concurrent to this letter, the City will resume collaboration through normal channels afforded municipal airports, via the State DOT and FAA's regional administration to clarify elements of the assurance guarantees for which reasonable compliance can be achieved. We aspire to have those assurances properly documented for TxDOT and FAA SW Region soon after receiving FAA's exemption confirmation. With deference to the thoughtful questions in your March 13 reply letter, please accept Attachment "C", containing the City's responses.

Timeline of Events:

This brief timeline confirms key events that pre-date the Modernization and Reform Act of 2012.

- On May 8, 1990 the Declaration of Covenants Conditions and Restrictions (CCR's) for the Airport subdivision were executed, creating the perpetual access easements to the runway and taxiways.
- On July 11, 1994 The Property Owners Association became the Declarant for the CCR's.
- On August 25, 1994 the airport runways and taxiways were acquired by the City of Lago Vista.
- On April 4, 1995 the United States Dept of the Interior, Fish and Wildlife Service ratified the validity and perpetuity of the runway easement through the Balcones Canyonlands Preserve for operation and maintenance of the runway.
- In February 1995 TxDOT added the Airport to the TASP, and
- In April 1995 the Airport was included in the NPIAS by the FAA.

The City of Lago Vista asks FAA's concurrence that paragraph (3) "EXEMPTION" in Section 185 of the Reauthorization Act of 2018; Section 47107(s) of title 49, United States Code has been met at the Rusty Allen Airport. FAA's 2018 Reauthorization Act exemption supersedes terms and conditions of Section 136 paragraph (2) of the FAA Modernization and Reform Act of 2012 (Public Law 112-95) for the RAAPOA properties who have enjoyed perpetual deeded access to the City's runways and taxiways. The City asks that FAA recognize applicability of the exemption, thereby rendering inapplicable paragraph (2) requirements as enumerated in Section 136 of the Modernization and Reform Act of 2012.

The City of Lago Vista thanks you and the FAA in advance for your consideration and for FAA's expedited written concurrence of the applicability of the Section 185 exemption for the Rusty Allen Airport.

Sincerely,

Tracie Hlavinka
City Manager
City of Lago Vista, Texas

cc:

Federal Aviation Administration
Southwest Region
Texas Airports Districts Office
10101 Hillwood Parkway
Fort Worth, Texas 76117-1524
Attention: Jesse Carriger, Manager
(jesse.carriger@faa.gov)
817-222-5650

TxDOT Aviation Division
6230 Stassney Lane
Austin, TX 78744
Attention: Dan Harmon, Director
([email](#))
(512) 416-4500

Judge Rob Durbin, Council Liaison
Lago Vista Airport Advisory Board
(CouncilPlace3@lagovistatexas.gov)

ATTACHMENT “A”
Declaration of Covenants Conditions and Restrictions
Lago Vista Bar-K Subdivision

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
LAGO VISTA BAR-K AIRPORT SUBDIVISION 00004600259

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS DECLARATION, made on this 8th day of May, 1990, by LAGO VISTA AIRPORT, INC., a Texas corporation, having its principal offices in Lago Vista, Travis County, Texas, ("Declarant"),

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain real property in Lago Vista, Travis County, Texas, which is more specifically described as follows:

Lots 1 through 50, and 52 through 57, Lago Vista Bar-K Airport Subdivision, according to the plat of said Subdivision recorded in Book 87, Pages 105B, 105C, and 105D of the Plat Records of Travis County, Texas.

WHEREAS, the individuals or entities (the "Out Parcel Owners") who have joined in the execution hereof own certain lots and parcels of real property (the "Out Parcels") adjacent to and west of Lot 57, Lago Vista Bar-K Airport Subdivision (the "Subdivision"), which Out Parcels are described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, the Out Parcels are subject to certain restrictions (the "Prior Restrictions") contained in a certain instrument recorded in Volume 7015, Page 2074, Deed Records of Travis County, Texas, reference to which Prior Restrictions is herein made for all purposes, and it is intended that this Declaration shall be binding upon all of the Out Parcels as per "Paragraph E" of such Prior Restrictions; and

WHEREAS, the Declarant and the Out Parcel Owners desire to establish a unified set of restrictions, covenants and conditions with respect to the properties herein described for the purposes herein set forth.

NOW, THEREFORE, Declarant and the Out Parcel Owners hereby declare that all of the herein described Properties shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which arise out of the Prior Restrictions and which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having any rights, title or interest in the above described properties or any part hereof; their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1.01 "Property" or "Properties" shall mean and refer to Lots 1 through 57 of the Subdivision; the Easement from 606 Limited to NRC, Inc. recorded in Volume 5149, Page 1734, Deed Records of Travis County, Texas (herein called the "606 Easement"); the Out Parcels described in Exhibit "A" attached hereto; and any other Property north of the Subdivision and the 606 Easement which is subsequently added to this Declaration by Declarant.

1.02 "Owner" or "Owners" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple

title to any Lot or Out Parcel, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.03 "Lot" or "Lots" shall mean and refer to Lots 1 through 57 of the Subdivision, and any other property which is subsequently added to this Declaration by the Declarant.

1.04 "Declarant" shall mean and refer to LAGO VISTA AIRPORT, INC., its successor or its designated assigns. Notwithstanding anything contained herein to the contrary, Lago Vista Airport, Inc. shall have the right to sell all or part of Lots 1 through 57 of the Subdivision to a third party entity and to assign to that third party entity all of the rights and powers of the Declarant under this Declaration.

1.05 "Declaration" shall mean and refer to this instrument and any subsequent amendments or supplements hereto which may be recorded from time to time pursuant to the terms hereof.

1.06 "Architectural Committee" shall mean and refer to a committee designated and constituted as provided in Article IV, hereof.

1.07 "Out Parcel" shall mean the parcels of land described in Exhibit "A" attached hereto adjacent to and west of Lot 57 of the Subdivision.

1.08 "Runway" shall mean the contiguous strip of pavement and other improvements located on Lot 57 of the Subdivision, the land described in the Easement from 606 Limited to NRC, INC., recorded in Volume 5149, Page 1734, Deed Records of Travis County, Texas and any land adjacent thereto which is added to this Declaration and used for the take off, landing, taxiing and (where permitted) temporary tie-down of aircraft.

1.09 "Association" shall mean the non-profit Texas corporation to be formed by Declarant, at Declarant's sole option, which Association shall own such real and personal property conveyed to it by Declarant and shall have such powers and duties as provided for herein or assigned to it by Declarant.

ARTICLE II POWERS IN DECLARANT

2.01 Amendments to Declarations. The restrictions, covenants, conditions and all other matters set forth herein are expressly subject to change, modification, or deletion by means of amendment at any time and from time to time as provided herein. Nothing contained in or inferable from this Declaration shall ever be deemed to impose upon any other land owned or to be owned by the Declarant, or any related entity, any covenants, restrictions, easements or liens or to create any servitudes, reciprocal negative easements or other interest in any such land in favor of Declarant or any other party. The power to modify restrictions, covenants and conditions, to grant variances to the terms of this Declaration, and to amend or revise this Declaration shall lie with the Declarant, its successors and designated assigns, except as is otherwise specifically set forth herein, for a period of ten years from the date of execution hereof by Declarant. Any such amendments shall be effective on the date that a written instrument clearly setting forth the provisions to be amended has been executed by the Declarant, its successor or designated assigns and same is filed of record in the Real Property Records of Travis County, Texas. Such amendments shall affect each Property and Owner bound by this Declaration, as amended. Provided, however, that any such amendments to be made by the Declarant pursuant to this Section must be reasonable in scope and must be reasonably compatible with general aviation activities being conducted in the

Subdivision and on the Runway. The power to enforce the obligations contained herein shall lie with the Declarant, provided, however, upon any failure of the Declarant to promptly enforce this Declaration, any Owner shall thereupon have the power and authority to enforce the terms and provisions of this Declaration, subject however, to the right of the Declarant to grant waivers or variances to the provisions of Article V, Section 5.03.

2.02 Changes in Boundaries. The Declarant reserves the right to make such changes in the boundaries of Lots not sold to others as it deems advisable, provided that such changes shall not unreasonably or substantially adversely affect the boundaries or the beneficial use and enjoyment of any Lot then owned by persons other than the Declarant, and provided that Declarant complies with all provisions of any applicable law or ordinance.

2.03 Adding Property to Declaration. Declarant reserves, and shall have the right, without the consent or approval of any other person, to make any other real property located north of the Subdivision, subject to this Declaration, whether owned by Declarant or some other consenting third parties. However, the Declarant make no representation or warranty that any property now or hereafter owned by Declarant or any third parties will be annexed to this Declaration or that the Runway and airport will be expanded beyond its present configuration.

2.04 Procedure for Adding Property. The additions authorized pursuant to Article II, Section 2.03 above, shall be effectuated by the recordation of a Supplementary Declaration of Covenants, Conditions and Restrictions (the "Supplementary Declaration").

2.05 Contents of Supplementary Declaration. The Supplementary Declaration shall describe the property to be annexed to the scheme of this Declaration and shall state that it is being made pursuant to the terms of the Declaration for the purpose of annexing the property described in the Supplementary Declaration to the scheme of this Declaration. The Supplementary Declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the property being annexed and as are not inconsistent with the general scheme of this Declaration. Any Supplementary Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplementary Declaration in accordance with the provisions hereof, the real property described therein shall be subject to the provisions of this Declaration, and the jurisdiction of the Association, if any, pursuant to the terms of this Declaration, the By-laws and the Articles of such Association.

ARTICLE III EASEMENTS

3.01 Changes and Additions. Declarant reserves the right to make changes in and additions to the easements granted or reserved herein or depicted on the Plat of the Subdivision. Any such changes in and additions to the easements granted or reserved herein or depicted on the Plat of the Subdivision shall not be effective until filed for record with the Clerk in charge of the Official Public Record of Real Property for Travis County, Texas. However, nothing herein shall be deemed to impose any obligation on Declarant to make any further improvements in or on the Property. Also, Declarant reserves the right, notwithstanding anything above to the contrary, to change any easements on Lots owned by Declarant which have not been sold to others as it deems advisable.

3.02 Right-of-Way and Easement. The following rights-of-way and easements are hereby reserved and established:

(a) A right-of-way and easement twenty (20) feet wide along the west lot lines of Lots 48 through 55 of the Subdivision hereinbefore described, and along the west boundary line of the Out Parcels located north of War Bonnet Trail, together with an unobstructed easement on, along, over and under the same for installation, operation and maintenance of any or all utilities and drainage facilities. This easement being the same easement as is shown on the plat of the Subdivision for Lots 48 through 55 and is contained in each of the deeds to the Out Parcels located north of War Bonnet Trail described in Exhibit "A" attached hereto.

(b) A right-of-way and easement forty (40) feet wide along the west boundary line of the Out parcels located south of War Bonnet Trail and east of and adjacent to Lots 46 and 47 of the Subdivision, together with an unobstructed easement on, along, over and under the same for installation, operation and maintenance of any or all utilities and drainage facilities. This easement being in the same location as the easements described in Deed recorded in Volume 7015, Page 2074, Deed Records of Travis County, Texas.

(c) A right-of-way and easement twenty (20) feet wide along the southern lot line of Lot 44 of the Subdivision and the Western and Northern lot lines of Lot 43 of the Subdivision from the common boundary of Lot 44 and 43 of the Subdivision at Rawhide Trail to the western boundary line of the Out Parcel described in Deed recorded in Volume 10587, Page 0071, Real Property Records of Travis County, Texas, then continuing along the western boundary line of the Out Parcels described in Deeds recorded in Volume 10587, Page 0071, and 10516, Page 0530, Real Property Records of Travis County, Texas, together with an unobstructed easement on, along, over and under the same for installation, operation and maintenance of any and all utilities and drainage facilities. This easement is located entirely inside Lot 44 of the Subdivision.

(d) A fifteen (15) foot easement on, under, over and along the entire east and west lot lines of Lot 57 of the Subdivision for the purpose of installing, operating and maintaining any and all utilities and drainage facilities. This easement is located entirely inside Lot 57 of the Subdivision.

(e) A forty-five (45) foot easement solely for the purposes of ingress and egress is established along the west lot line of Lot 57 of the Subdivision. This easement shall be located entirely inside Lot 57 of the Subdivision. This easement shall be for ingress and egress to the Properties located immediately adjacent to and west of such easement and shall be used for intra-airport access only; no through traffic shall be allowed. All existing improvements currently located within this easement area shall be maintained by the Owner of the Property adjacent thereto in accordance with the terms hereof until the Declarant elects to assume the responsibility thereof as set forth in Paragraph 3.03(c) below.

(f) A forty (40) foot easement solely for the purposes of ingress and egress is established along the east lot line of Lot 57 of the Subdivision from the Southwest corner of Lot 21 of the Subdivision north to 40 feet north of the southwest corner of Lot 1 of the Subdivision. This easement shall be for ingress and egress to the Properties located immediately adjacent to and east of such easement and shall be used for intra-

airport access only; no through traffic shall be allowed. This easement is located entirely inside Lot 57 of the subdivision.

(g) Subject to the conditions and restrictions herein contained and to the rules and regulations adopted from time to time by the Declarant and local, state and federal agencies asserting jurisdiction, each Owner of a Property now or hereafter made subject hereto, is granted the non-exclusive right to conduct aircraft take-offs and landings upon the Runway. Access to the Runway shall be only at those locations established from time to time by the Declarant.

3.03 Use of Right-of-Way and Easements. Each of the Owners and their respective guests, invitees, lessees, agents and employees shall be entitled to use the rights-of-way and easements described in Paragraph 3.02 above solely in the following manner:

(a) All of such easements shall be non-exclusive and the use thereof reciprocal among the respective Owners.

(b) No such easement shall ever be obstructed by an Owner in any way or at any time. Provided, however, the Declarant reserves the right to restrict access to such easements to the public as part of any overall airport security plan.

(c) Declarant reserves the sole right and privilege, but not the obligation, to construct and maintain an all weather roadway and other improvements within the right-of-way easements described in Paragraphs 3.02(a), 3.02(b), 3.02(c), 3.02(e) and 3.02(f). In addition, Declarant reserves the right to take over the maintenance of the improvements located within the easement described in Paragraph 3.02(e). Each Owner of a Property located along the easements described in Paragraphs 3.02(a), 3.02(b), 3.02(c), 3.02(e) and 3.02(f) covenants and agrees to bear a pro-rata share of the cost of maintenance of the roadway and improvements constructed thereon, which pro-rata share shall be calculated upon the number of front feet each Owner's Property has along such roadway or improvement as compared to the total number of linear feet in such roadway or improvement. However, Lot 1 shall pay the same pro-rata share as Lot 2, and Lot 56 shall pay the same pro-rata share as Lot 55. Such pro-rata share shall be payable within thirty days after written demand therefor is made by the Declarant upon each Owner who owns Property fronting on the roadway or improvements.

(d) Declarant reserves the right, from time to time, (i) to establish rules and regulations relating to the use of Runway and the above easements, and (ii) to charge reasonable fees for the use of the Runway. Declarant shall have the right to assign this right to a fixed base operator, or other entity, upon such terms and conditions as Declarant shall deem reasonable.

(e) No Owner shall ever utilize the easements granted herein in any manner that will create an obstruction or any other hazard for aircraft that may be arriving, departing, taxiing or otherwise utilizing the runway for aviation activities.

3.04 Drainage Easement. Each Owner covenants and agrees to provide such easements for drainage and waterflow as the contours of the land and the arrangement of any improvements, if any, thereon requires; however, existing improvements will not be disturbed.

3.05 Dedication. Declarant reserves the right to assign, dedicate, or convey the utility and drainage easements and any rights and interests therein at any time and from time to time, in Declarant's sole discretion, to any municipality or other governmental agency, or to any public service corporation, or to the Association, provided that such utility and drainage easements shall be used solely to service the Property subject hereto and any Properties subsequently added hereto.

3.06 Obligations of Declarant. This Declaration shall never be deemed to obligate Declarant to furnish, construct or maintain or cause to be furnished, constructed or maintained, any road, street, utility or drainage improvement or facility.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

4.01 Designation of Committee. Declarant shall form an Architectural Control Committee ("Committee") which shall consist of no fewer than three (3) members who shall be natural persons. The initial appointment of the members of the Committee shall be by Declarant, and any and all members of the Committee may be removed by the Declarant without cause. The Declarant's discretion in such matter shall be unreviewable. Upon formation of the Association, however, the Declarant shall assign all powers with respect to the Committee to the Association.

4.02 Function of the Committee. No improvement (as defined herein) shall be commenced, erected, placed, maintained or permitted to remain on any portion of the Property until plans and specification in such form and detail as the Committee may deem necessary shall be submitted and approved in writing by the Committee. The Committee shall have the power to employ professional consultants to assist it in discharging its duties and shall have the right to charge any applicant a reasonable fee to defray its cost of reviewing such plans and specifications. The decision of the Committee shall be final, conclusive and binding upon the applicant. "Improvement" shall mean and include all buildings, roof structures, parking areas, loading areas, fences, walls, landscaping, poles, driveways, grading and site preparation work, changes in any exterior color or shape and any new exterior construction or exterior improvement that may now be included in any of the foregoing. Improvement does include both original improvements and later changes and improvements.

4.03 Rules and Regulations. The Committee shall promulgate such rules and regulations as it, in its sole discretion, deems proper to govern the submission of plans and specifications, including a requirement of design submission in phases, as well as format and content. A copy of such rules and regulations shall be made available to all Owners of undeveloped Lots and Out Parcels upon request. Such rules and regulations may be amended at any time and from time to time as the Committee may see fit, provided, however, that once final approval has been given, no subsequent change in rules or regulations shall affect such approval. Such rules and regulation shall apply to all Properties subject hereto, subject to the right to grant variances as set forth in Section 5.03 below.

4.04 Basis of Approval. Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, conformity and harmony of external design and of location with neighboring structures and sites, relation of finish grades and elevation to neighboring sites, required height and set-back limitations, and conformity to both the specific and general intent of the restrictions and covenants set forth herein. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Committee may reject them totally or may approve or disapprove part, conditionally or unconditionally, and reject

the balance. The Committee may improve reasonable building height and set-back limitations on all unimproved Lots in the Subdivision.

4.05 Governmental Requirements. All structures shall comply with the City of Lago Vista's zoning requirements and with all federal and state agency requirements for aviation facilities which are applicable and in force at the time of commencement of construction.

4.06 Failure of Committee to Act. If the Committee fails to approve or disapprove plans or specifications or to reject them as being inadequate within forty-five (45) days after submission thereof, it shall be conclusively presumed that the Committee has approved such plans and specifications, provided, however, that the Committee shall have no right or power either by action or failure to act, to waive or grant any variances specifically reserved to Declarant or the Association in the Declaration.

4.07 Limitation of Liability. Neither the Declarant, the Association, the Committee nor any of the Members thereof shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by the Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.

ARTICLE V PROTECTIVE COVENANTS

5.01 Designation of Prohibited Uses. Notwithstanding any other provision contained herein to the contrary, the following uses shall not be permitted on any Lot or on any portion of the Property:

(a) Any use which involves the raising, breeding or keeping of any animal or poultry.

(b) Any dangerous or unsafe uses.

(c) Any mining or mineral exploration or development.

(d) Any noxious or offensive activity which the Declarant, or the Association, when formed, deems objectional and adverse to the preservation of property values within the Property.

(e) Any use which creates an obstruction or any other hazard for aircraft that may be arriving, departing, taxiing or otherwise utilizing the Runway for aviation activities, or which violates any statute, rule, regulation, ordinance or other law of any governmental entity, including but not limited to, all applicable ordinances of the City of Lago Vista, Travis County, Texas, the Federal Aviation Administration and the Texas Aeronautics Commission.

(f) No airplane may be tied down or parked on the Runway except in such spaces as designated by the Declarant.

(g) No motor vehicles will be allowed on the Runway at anytime, except for authorized refueling and maintenance vehicles.

5.02 Additional Restrictions. The following restrictions shall apply to all portions of the Property:

(a) All Lots, easements and Out Parcels shall at all times be kept in a healthful, sanitary and clean

condition. No Lot, easement or Out Parcel shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All inoperative machinery, equipment, vehicles and airplanes shall be removed from the Property. All trash, garbage or waste matter shall be kept in adequate containers. No Lot, easement or Out Parcel shall be used for open storage of any materials whatsoever, which storage is visible from the runway or any street, except that new building materials used in the construction of improvements erected on any Lot or Out Parcel may be placed upon such Lot or Out Parcel at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot or Out parcel, or stored in a suitable enclosure on the Lot or Out Parcel. No garbage, trash, debris or other waste matter of any kind shall be burned on any Lot, easement, Out Parcel or the runway.

(b) No signs, antennas, weather instruments or other items shall be installed in, on or around the Property without first obtaining the prior written consent of the Declarant. All such items, if approved, shall be installed and maintained in strict conformity, with all applicable statutes and regulations. No radio signals, or other form of electromagnetic radiation shall originate from any Lot or Out Parcel which may interfere with the reception or transmission of radio signals on any other Lot, Out Parcel, aircraft or vehicle.

5.03 Designation of Permitted Uses. No future building or other structure shall be built, placed, constructed, reconstructed or altered on any Lot or Out parcel other than an aircraft hanger or aircraft related facility which shall be utilized solely for the purpose of servicing, storage, rental, repair, construction, sale, operation and maintenance of aircraft and other activities relating directly to or in support of aviation activities. Provided, however, Declarant shall have the power to grant reasonable waivers or variances to Owners upon request if, in the sole discretion of Declarant, such proposed structure or use would not interfere with nor be unreasonably incompatible with general aviation activities being conducted in the Subdivision and on the Runway. Provided, further, in addition to the uses set forth in this Paragraph, Lots 44 through 47 may be utilized for other commercial purposes, where in the sole opinion of the Declarant the use of such Lot is compatible with the uses permitted above.

5.04 Designation of Runway. The Runway is hereby dedicated and restricted to be used for the take off, landing, taxiing and (where permitted) temporary tie-down of aircraft in accordance with the terms and provisions of this Declaration and the rules and regulations of local, state and federal agencies asserting jurisdiction over the Runway and the operation use and maintenance thereof.

ARTICLE VI MISCELLANEOUS

6.01 Duration. This Declaration and the covenants, restrictions, charges and liens set forth herein shall run with and bind the Property described hereinabove, and shall inure to the benefit of and be enforceable by the Declarant, the Owners, and their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is filed for record with the Clerk in charge of the Real Property Records of Travis County, Texas, after which time it shall be automatically extended for successive periods of five (5)

years. This Declaration may be amended as set forth in Section 2.01 above, except, however, notwithstanding anything contained herein to the contrary, this Declaration may be terminated or amended at any time by the written consent of the Owners of sixty-five percent (65%) of the Properties subject hereto. Each separate Lot or Out Parcel shall be entitled to one voting unit, provided however, this Declaration may not be terminated or amended without the written consent of the then Owner of Lot 57 of the Subdivision. Any such termination or amendment will be effective at such time as an instrument reflecting such termination is filed for record in the Real Property Records of Travis County, Texas.

6.02 Severability. If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for any reason whatsoever by any court of law or of equity, then every other covenant, condition, restriction or term contained herein shall remain valid and binding.

6.03 Violation and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant or any Owner or Owners of Lots or Out Parcels. In any action to enforce compliance with the provisions of this Declaration, the providing party shall be entitled to collect reasonable attorney's fees and expenses from the non-prevailing party.

6.04 Violation of Law. Any violation of any federal, state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any of the Properties is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

6.05 Right to Assign. The Declarant may, by appropriate instrument, assign or convey to any person or entity any or all of the rights, reservations, easements and privileges herein reserved by the Declarant, and upon such assignment or conveyance being made, such assignees or grantees shall have the same rights, privileges and obligations with respect thereto as Declarant had hereunder.

6.06 Notices. All notices given or required to be given by the Declarant to its Owners shall be deemed to have actually been given if actually mailed, and whether or not actually received, when deposited in the United States Mail, postage prepaid and addressed to the owner at his address as it appears on the books of the Declarant.

6.07 Remedies Cumulative. Each remedy set forth in this Declaration shall be in addition to all other remedies whether available at law or in equity, and all such remedies, whether or not set forth in this Declaration shall be cumulative and not exclusive.

6.08 The Declaration. By acceptance of a deed acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representative, successors, transferees and assigns, agrees to be bound to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered hereby, and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges

that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners. This Declaration is intended to be binding upon all of the Out Parcels by virtue of "Paragraph E" of the Prior Restrictions.

6.09 Maintenance Fee and Property Owners' Association. Each lot shall be subject to a monthly maintenance fee, payable monthly in advance, when the Association is formed, and to special assessments for capital improvements as may be reasonably required by the Association in order to properly care for and maintain the Runway in accordance herewith and applicable law. The initial monthly maintenance fee shall be established at \$50.00 per month per Lot. When the Association is formed, such fee and assessments shall be established and collected by the Association, its successors or assigns, and may be raised or lowered as necessary, in the Association's sole discretion. The fund shall be used for the purpose of maintaining the Runway and all other purposes necessary or desirable, in the opinion of the Association, to benefit the development of the Airport Subdivision. The Association may be formed at any time by the Declarant or when 65% of the Lots have been sold to the purchasers thereof. The Association shall act by majority vote, and when established, shall succeed to the rights of the Declarant herein which are assigned to it by Declarant (except for those rights expressly retained in the Declarant pursuant to Sections 2.02, 2.03, 3.01 and 3.02(c) herein above). All Owners shall be members of the Association. The obligation to pay the fees and assessments herein shall be secured by a lien on each lot in favor of the Declarant and the Association when established, but it is expressly provided such lien shall in all respects be subordinate and inferior to any and all other liens previously or subsequently voluntarily placed on said lots by Owners of said lots. The Lots owned by the Declarant shall be exempt from the payment of the monthly maintenance fee until sold to third party purchasers, however, the Lots owned by Declarant shall be assessed on a pro-rata basis for any special assessments needed by the Association (i) for capital improvements to the Airport and (ii) for any maintenance required which will require expenditures in excess of the maintenance fee fund balance. When formed, the Declarant shall have the option, but not the obligation, to convey the Runway by deed to the Association, which conveyance the Association shall be obligated to accept, and upon such conveyance, the Association shall own such Runway subject to this Declaration and applicable laws. Declarant shall have the right under this Declaration to make any and all improvements Declarant desires to make from time to time to the Runway, provided that Declarant shall pay for the cost of such improvements and none of the Lots or Out-Parcels shall be assessed therefor.

6.10 Use at Own Risk. All Owners, and their guests, lessees, invitees, employees and agents shall use the Property, Runway and easements at their own risk. Each Owner shall indemnify and hold Declarant and the Association, when formed, harmless from all liability, cost, expense, claims and damages which Declarant or the Association may at any time suffer or sustain or become liable for by reason of accidents, damages or injuries either to the persons or property or both, of any Owner arising out of the use of the Property, Runway or easements, including but not limited to, any negligent act or omission of Declarant, or the Association, their officers, directors, employees or agents.

6.11 Joinder by Mortgages. The Out Parcel Owners warrant and represent that there are no mortgages, liens, or security interests affecting their respective Out Parcels, except for those with respect to which the mortgagee or lienholder has joined in the execution hereof to indicate said mortgagee's or lienholder's consent hereto and subordination of such mortgage, security interest, or lien, to this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

LAGO VISTA AIRPORT, INC.

By [Signature]

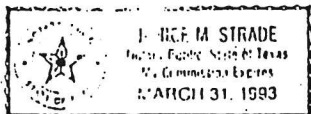
its vice president

STATE OF TEXAS §

MINOR Oki

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of May, 1990, by Minor Oki, Vice President of Lago Vista Airport, Inc., a Texas Corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

The undersigned Owners of Out Parcels heraby join in the execution of this Declaration and agree that each Out Parcel described in Exhibit "A" attached hereto shall be included in and covered by this Declaration.

Mortgagees

Owner

Out Parcel No.

Estate of George Miller,
Deceased,

3, 4

By Don C. Horton
Independent Executor

STATE OF TEXAS

§

Don C. Horton

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this 2nd day of April, 1990 by Don C. Horton, Independent Executor of the Estate of George Miller, Deceased.

Margaret C. Wilson
Notary Public, State of Texas

NOTARY SEAL

Margaret Wilson

REAL ESTATE RECORDS
TRAVIS COUNTY, TEXAS

11201 1944

The undersigned Owners of Out Parcels hereby join in the execution of this Declaration and agree that each Out Parcel described in Exhibit "A" attached hereto shall be included in and covered by this Declaration.

Mortgagees

Owner

Out Parcel No.

Gail McClanahan
Gail McClanahan 1

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 10 day of March, 1990 by Gail McClanahan.

NOTARY SEAL

Fred C. Young
Notary Public, State of Texas
Fred C. Young
commission expires July 23, 1993

REALT. RECORDS
TRAVIS COUNTY, TEXAS

11201 1945

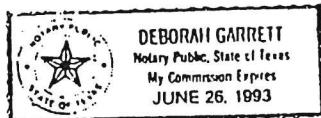
The undersigned Owners of Out Parcels hereby join in the execution of this Declaration and agree that each Out Parcel described in Exhibit "A" attached hereto shall be included in and covered by this Declaration.

<u>Mortgagees</u>	<u>Owner</u>	<u>Out Parcel No.</u>
<u>Hill Country Bank</u> 11	Plaza One, Inc.	7

By <u>Stephen Williams</u> Title: <u>Vice President</u> <u>Stephen Williams</u>	By <u>George R. Eeps</u> Name: <u>GEORGE R. EEPS</u> Title: <u>PRESIDENT</u>
---	--

STATE OF TEXAS §
COUNTY OF TRAVIS §

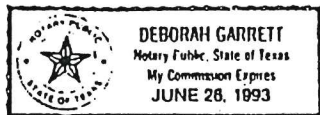
This instrument was acknowledged before me on this 30 day of March, 1990 by George R. Eeps, the President of Plaza One, Inc., a Texas corporation, on behalf of said corporation.



Deborah Garrett
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 30 day of March, 1990 by Stephen Williams, the Vice President of Hill Country Bank.



Deborah Garrett
Notary Public, State of Texas

REALT. RECORDS
TRAVIS COUNTY, TEXAS

11201 1946

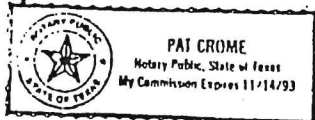
The undersigned Owners of Out Parcels hereby join in the execution of this Declaration and agree that each Out Parcel described in Exhibit "A" attached hereto shall be included in and covered by this Declaration.

<u>Mortgagees</u>	<u>Owner</u>	<u>Out Parcel No.</u>
	<u>Carol Villandry</u> Carol Villandry	6
	<u>Lynne McMillan</u> Lynne McMillan	6

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3rd day of ~~March~~ April, 1990 by Carol Villandry.

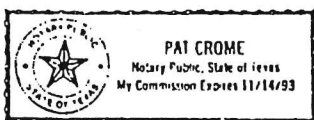


Pat Crome
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3rd day of ~~March~~ April, 1990 by Lynne McMillan.



Pat Crome
Notary Public, State of Texas

TRAVIS COUNTY, TEXAS

11201 1947

The undersigned Owners of Out Parcels hereby join in the execution of this Declaration and agree that each Out Parcel described in Exhibit "A" attached hereto shall be included in and covered by this Declaration.

Mortgagees

Owner

Out Parcel No.

WICKHAM HOLDING Co.

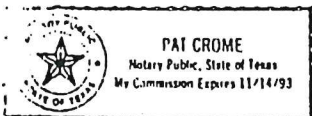
Kenneth Wickham 5/21/90
BY: ~~Richard R. Bloomer~~
KENNETH WICKHAM
MANAGING PARTNER

~~Anne E. Bloomer~~

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21st day of ~~March~~, 1990 by ~~Richard R. Bloomer~~ *Kenneth Wickham*.
MAY



Pat Crome
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of March, 1990 by Anne E. Bloomer

Notary Public, State of Texas

The undersigned Owners of Out Parcels hereby join in the execution of this Declaration and agree that each Out Parcel described in Exhibit "A" attached hereto shall be included in and covered by this Declaration.

<u>Mortgagees</u>	<u>Owner</u>	<u>Out Parcel No.</u>
City National Bank of Taylor, Texas	<u>David M. Schuetzeberg</u>	10
By <u>[Signature]</u> Title: <u>President</u> <u>Andrew Littlejohn</u>	<u>Rand Trippe Schuetzeberg</u>	10

STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 8th day of March, 1990 by David M. Schuetzeberg.

May

Eva K. Schuler
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 8th day of March, 1990 by Andrew D. Littlejohn, the President of Taylor, Texas.

Lore Olson
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 8th day of March, 1990 by Rand Trippe Schuetzeberg.

May

Eva K. Schuler
Notary Public, State of Texas

NOTARY PUBLIC
1203-93

The undersigned Owners of Out Parcels hereby join in the execution of this Declaration and agree that each Out Parcel described in Exhibit "A" attached hereto shall be included in and covered by this Declaration.

Mortgagees

Owner

Out Parcel No.

Russell L. Allen
Russell L. Allen

12

A & K PARTNERS LTD,
a Limited Partnership

By: Russell L. Allen
Russell L. Allen, Partner

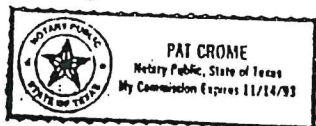
32-51

By: Art Koehn
Art Koehn, President of
Targa, Inc., eps, Partner

32-51

STATE OF TEXAS)
COUNTY OF TRAVIS)

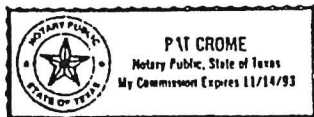
This instrument was acknowledged before me on this 7th day of March, 1990, by Russell L. Allen.



Pat Crome
Notary Public

STATE OF TEXAS)
COUNTY OF TRAVIS)

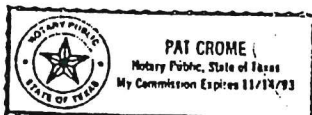
This instrument was acknowledged before me on this 7th day of March, 1990, by Russell L. Allen, Partner, of A & K Partners LTD, a Limited Partnership.



Pat Crome
Notary Public

STATE OF TEXAS)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this 7th day of March, 1990, by Art Koehn, President of Targa, Inc., eps, Partner, of A & K Partners LTD, a Limited Partnership.



Pat Crome
Notary Public

CLERK OF DISTRICT COURT
TRAVIS COUNTY, TEXAS

11201-1950

The undersigned Owners of Out Parcels hereby join in the execution of this Declaration and agree that each Out Parcel described in Exhibit "A" attached hereto shall be included in and covered by this Declaration.

Mortgagees

Owner

Out Parcel No.

Targa, Inc.

13

By [Signature]
 Name: Art Koehn
 Title: President

Targa Employees Profit Sharing Plan

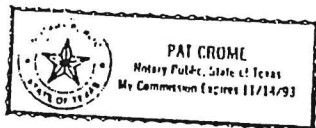
14

By [Signature]
 Name: Art Koehn
 Title: Trustee

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 28th day of March, 1990 by Art Koehn, the President of Targa, Inc., a Texas corporation, on behalf of said corporation.

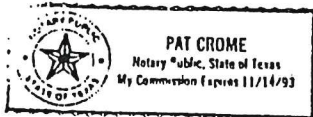


[Signature]
 Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 28th day of March, 1990 by Art Koehn, the Trustee, on behalf of Targa Employees Profit Sharing Plan.



[Signature]
 Notary Public, State of Texas

NOTARIES PUBLIC
 TRAVIS COUNTY, TEXAS

11201 1951

EXHIBIT "A"

The following described real property constitutes all of the Outparcels referred to in the Declaration to which this Exhibit is attached:

1. All that certain real property described in that one certain Warranty Deed dated May 17, 1984, from Larry Lee Chastain to Gail McClanahan, recorded in Volume 8806, Page 607, Real Property Records of Travis County, Texas.
2. All that certain real property described in that one certain Warranty Deed dated February 28, 1985, from B. B. Long to J. W. Small, Trustee, recorded in Volume 9057, Page 162, Real Property Records of Travis County, Texas.
3. All that certain real property described in that one certain Warranty Deed dated August 8, 1980, from Long Investment Corporation to Geo. Miller, recorded in Volume 7101, Page 559, Real Property Records of Travis County, Texas.
4. All that certain real property described in that one certain Warranty Deed dated August 8, 1980, from NRC, Inc. to Geo. Miller, recorded in Volume 7106, Page 894, Real Property Records of Travis County, Texas.
5. All that certain real property described in that one certain Warranty Deed dated March 24, 1983, from J. W. Small to Small Planes, Inc., recorded in Volume 8034, Page 907, Real Property Records of Travis County, Texas.
6. All that certain real property described in that one certain Warranty Deed dated February 17, 1982, from Long Investment Corporation to Carol Villandry and Lynne McMillan, recorded in Volume 7702, Page 79, Real Property Records of Travis County, Texas.
7. All that certain real property described in that one certain Assumption Warranty Deed dated November 18, 1987, from George R. Eeds to Plaza One, Inc., recorded in Volume 10516, Page 530, Real Property Records of Travis County, Texas.
8. All that certain real property described in that one certain Warranty Deed dated August 31, 1983, from NRC, Inc. to Small Planes, Inc., recorded in Volume 85066, Page 64, Real Property Records of Travis County, Texas.
9. All that certain real property described in that one certain Warranty Deed with Vendor's Lien dated November 6, 1987, from NRC, Inc. to Neil A. Peterson, recorded in Volume 10587, Page 71, Real Property Records of Travis County, Texas.
10. All that certain real property described in that one certain Special Warranty Deed with Vendor's Lien dated March 1, 1989, from Victoria

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11201 1952

Bank & Trust Company to David M. Schuetzeberg and wife, Rand Trippe Schuetzeberg, recorded in Volume 10887, Page 1173, Real Property Records of Travis County, Texas.

11. All that certain real property described in that one certain Warranty Deed dated December 3, 1981, from B. B. Long to Schaefer Well Service, Inc., recorded in Volume 7635, Page 613, Real Property Records of Travis County, Texas.

12. All that certain real property described in that one certain Warranty Deed with Vendor's Lien dated August 1, 1982, from NRC, Inc. to Resort Owners, Inc. recorded in Volume 7891, Page 440, Real Property Records of Travis County, Texas.

13. All that certain real property described in that one certain Warranty Deed dated May 6, 1985, from Jerry W. Travis to Targa, Inc., recorded in Volume 9164, Page 769, Real Property Records of Travis County, Texas.

14. All that certain real property described in that one certain Warranty Deed dated November 6, 1986, from Dean Mauldin and wife, Mildred Jones Mauldin to Targa Employees Profit Sharing Plan, recorded in Volume 9975, Page 491, Real Property Records of Travis County, Texas.

Return To:

John S. Avery
919 Congress Ave, Ste. 1000
Austin, Texas 78701

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, deletions and changes were present at the time the instrument was filed and recorded.

FILED

1990 JUN -5 PM 3:33

DANIEL CAUDOUR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

SUBJECT: TRAVIS COUNTY, TEXAS
I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and has been RECORDED in the Volume and Page of the same RECORDS of Travis County, Texas, as

JUN 5 1990



COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11201 1953

ATTACHMENT “B”

Letter from Rusty Allen Airport Property Owners Association
To the City of Lago Vista dated July 1, 2021

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

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

July 1, 2021

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

Mayor Tidwell:

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

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

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

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

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

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

“(A) Aircraft of the person.

“(B) Aircraft authorized by the person.

“(2) THROUGH-THE-FENCE AGREEMENTS.—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,



James Peck
President, RAAPOA



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

ⁱ GAO Report RCED-99-109

ⁱⁱ FAA Modernization and Reform Act of 2012

ⁱⁱⁱ Lot 57 Vol. 12265 Pg. 01400 Travis County Deed Records

^{iv} Reference RAAPOA Website; airport history

^v CC&R Vol. 11201 Pg. 1933 Travis County Deed Records

^{vi} Declarant transfer Vol. 12378, Pg. 267 Travis County Deed Records

^{vii} CC&R Vol. 11201 Pg. 1933 Travis County Deed Records

ATTACHMENT “C”

City of Lago Vista Response to FAA’s letter of March 13, 2023

March 13 Letter: (page 2)

A review of the information shows that RTTF aircraft owners pay \$27.08 per month compared to on airport aircraft tie down rate is \$50 per month. These fees clearly are not the same charges. Consequently, the City needs to provide the missing detailed justification and the Fee Ordinance since this fee discrepancy otherwise is inconsistent with Grant Assurance 22, Economic Nondiscrimination.

FAA Reference: Airport Sponsor Assurances 3/2014 Pages 11 & 12 of 20

22. Economic Nondiscrimination.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
- 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

City of Lago Vista Response:

The City is guided by each of the Airport Sponsor Assurances and asserts that every agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions as enumerated in items 1) and 2) above.

The exempted CCR properties exercise private property privileges under the guidance and restrictions of the CCR’s and the City’s zoning ordinances. In accordance with the CCR’s (Article VI *Miscellaneous*, Sec. 6.09 *Maintenance Fee and Property Owner’s Association*; page 9), the Association assesses a monthly fee from each CCR property owner to offset the Association’s maintenance costs. Since the City initially acquired the airport runways and taxiways the Property Owner’s Association has offered the City an annual contribution from its assessed fees to help offset City airport runway and taxiway operations and maintenance expenses. The Association’s contributions are general donations. They are not aligned with any specific City airport expense, nor are the contributions aligned with any agreements the City makes with aircraft owners related to ramp tie-down fees. The City will continue to solicit non-specific contributions from the Association and we believe the Association will continue making its contributions. The City is in discussions concurrently with the Associations related to the next Association resolution for maintenance contributions. The City is prepared to adjust its aircraft tie-down fees as may be required to solicit the Association’s greatest level of contributions going forward.

March 13 Letter: (page 2)

We request details on which specific lots currently have established commercial aeronautical activities, and if so, how long and what specific activities are operating on each RTTF lot. Also, we request information on the specific details of each commercial aeronautical tenant that is operating on airport land. Also, please provide the commercial rates and charges schedules for on airport tenants considering that RTTF operators only pay a one-time fee of \$25.

City of Lago Vista Response:

The exempted CCR properties exercise private property privileges under the guidance and restrictions of the CCR’s and the City’s zoning ordinances. In accordance with the CCR’s (Article V *Prohibited Uses*; page 7), the property owners may now and in the future offer commercial aeronautical services. The City has a process in place for commercial aeronautical service providers to document their services and submit an annual fee. The process and annual fees are currently under review by the City. With your forbearance,

we will include additional detail in our collaborative discussions with TxDOT and FAA SW Region administration as those details develop.

March 13 Letter: (page 2)

The City also states specifically 5.03 of the CCRs allows Lots 44 through 47 to be utilized for “other commercial purposes” where, in the sole opinion of the Declarant, the use of such lot is compatible with the uses permitted in the CCRs. As a result, we request the City’s definition what “other commercial purposes” means, and if one or all Lots 44 through 47 (or any other lots) currently are conducting “other commercial purposes”, and if so, what are those other commercial purposes.

City of Lago Vista Response:

The City’s initial assertion was based on language contained on the official replat for those four lots. On further investigation, we understand that the replat references the entire CCR, which is consistent with the fact that every lot in the replat is within the boundaries described in the CCR’s. The City’s current and correct position is that all of the CCR properties, including Lots 44 through 47 are equally bound by Article V of the CCR’s and the City’s zoning ordinances related to their private and commercial uses.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: Discussion, consideration and possible action regarding Ordinance 23-04-06-02; an Ordinance of the City Council of the City of Lago Vista, Texas, amending the Code of Ordinances by repealing the existing sign regulations in Article 4.800 of Chapter 4, reenacting new sign regulations as Chapter 5, consolidating all building and fire code regulations in Chapter 3, and reserving Article 4.800 of Chapter 4 for future use.

BACKGROUND: Following a request originating from the City Council, the Building and Standards Commission reviewed and recommended amendments to the existing sign regulations to eliminate concerns about compliance with Federal and State requirements. The goal of the effort was to maintain the stringent aesthetic requirements to the extent possible. The members of the Commission were actively involved and largely responsible for the initial draft.

Part of that recommendation was to establish the sign regulations as a separate chapter, as it is currently difficult for members of the public to find the requirements within Chapter 4, Business Regulations. In addition, there are many signs regulations that are unrelated to businesses. It was subsequently discovered that Chapter 5 consisted largely of information that was already within the International Fire Code adopted in Chapter 3 or covered by another local ordinance designating our fire code official. The remaining item, adoption of something generally referred to as the "Life Safety Code" (NFPA 101) would more logically be included in a single section with the remaining building and fire codes. In addition to freeing up Chapter 5 for the sign regulations, it allowed Article 4.800 of Chapter 4 to be reserved for anticipated new business and taxation regulations related to short-term occupancies.

Following an extensive review by the former City Attorney, their recommendation and those review comments were presented

to the City Council on November 3, 2022. The proposed amendment was remanded to the Building and Standards Commission for incorporation, or a response related to those review comments. That task was discussed by the Commission at their December 7, 2022, regular meeting during which they requested an updated draft that incorporated those comments for their future review. The Development Services Department prepared a draft that preserved those comments and requested a review by interim City Attorney.

FINDINGS:

This consolidated list of comments from the interim City Attorney was presented to the Building and Standards Commission by email approximately one week prior to their meeting on March 1, 2023. They unanimously recommended forwarding a draft that incorporated those comments to the City Council. All seven members were present at the meeting, although one participated remotely. The Development Services Department subsequently prepared a draft and requested another legal review to confirm the accuracy of the proposed ordinance.

See ordinance recitals that assert that the changes are warranted.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Enact the recommended ordinance amendment.

ATTACHMENTS:

[Ordinance](#)

ORDINANCE NO. 23-04-06-02

AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, AMENDING THE CODE OF ORDINANCES BY REPEALING THE EXISTING SIGN REGULATIONS IN ARTICLE 4.800 OF CHAPTER 4, REENACTING NEW SIGN REGULATIONS AS CHAPTER 5, CONSOLIDATING ALL BUILDING AND FIRE CODE REGULATIONS IN CHAPTER 3, RESERVING ARTICLE 4.800 OF CHAPTER 4 FOR FUTURE USE; AND PROVIDING FOR RELATED MATTERS.

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

WHEREAS, the City Council following a recommendation from the Building and Standards Commission finds it necessary and appropriate for efficiency and clarity to consolidate all fire code regulations, some of which are currently located in Chapter 5 with the balance of the fire codes and building codes located in Chapter 3; and

WHEREAS, the City Council following a recommendation from the Building and Standards Commission finds it necessary and appropriate to adopt the 2015 edition of the National Fire Protection Association's Life Safety Code (NFPA 101) to be consistent with the other model building and fire codes previously adopted; and

WHEREAS, Federal and State law regarding municipal sign regulation has evolved over time and the City Council following a recommendation from the Building and Standards Commission desires to repeal and reenact the Sign Ordinance in its entirety to comply with these changes; and

WHEREAS, because the sign regulations are not applicable only to businesses, the City Council following a recommendation from the Building and Standards Commission also desires to move the Sign Ordinance to Chapter 5 as a separate more apparent location for the benefit of the public in locating these regulations; and

WHEREAS, the City Council following a recommendation from the Building and Standards Commission finds it necessary and proper for the purpose of promoting effective and efficient government of the City to adopt the proposed amendments to Chapters 3, 4, and 5 of the Code of Ordinances.

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

SECTION 1. FINDINGS OF FACT. 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. AMENDMENT. The City Council of the City of Lago Vista, Texas, does hereby amend Section 3.106 of Chapter 3 Building Regulations as shown in **Exhibit “A,”** Article 4.800 of Chapter 4 Business Regulations and Taxation as shown in **Exhibit “B,”** and Chapter 5 Fire Prevention and Protection of the Code of Ordinances as shown in **Exhibit “C.”**

SECTION 3. REPEALER. 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. CODIFICATION AND PUBLICATION. The City Secretary is hereby directed to record and publish the attached amendments to the City’s Code of Ordinances as authorized by Section 52.013 of the Texas Local Government Code.

SECTION 6. 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.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this ____ day of April 2023.

Ed Tidwell, Mayor

ATTEST:

Lucy Aldrich, City Secretary

On a motion by Councilman _____, seconded by Councilman _____, the above and foregoing ordinance was passed and approved.

EXHIBIT “A”

CHAPTER 3

BUILDING REGULATIONS

Sec 3.106 Building and Fire Codes

This section contains the building code for the city. The 2015 International Building Code, the 2015 International Residential Code, the 2015 International Fire Code, the 2015 Existing Building Code, and the 2015 National Fire Protection Association’s Life Safety Code (NFPA 101) are hereby adopted and made part of this article with the following requirements, amendments, and clarifications:

- (a) Excluded Appendices. All appendices of the above referenced building codes are hereby adopted except for the following which are excluded in their entirety:
 - (1) Appendix A “Employee Qualifications,” Appendix B “Board of Appeals,” Appendix D “Fire Districts,” Appendix H “Signs,” Appendix J “Grading,” and Appendix K “Administrative Provisions” of the 2015 International Building Code;
 - (2) Appendix L “Permit Fees” of the 2015 International Residential Code; and
 - (3) Appendix A “Board of Appeals” of the 2015 International Fire Code.
- (b) Excluded Provisions. All provisions of the above referenced building codes are hereby adopted except for the following sections of the 2015 International Residential Code which are excluded in their entirety:
 - (1) Section R105.2 Work Exempt from Permit (Chapter 1 Scope and Administration, Section R105 Permits);
 - (2) Section R313.2 One and two family dwelling automatic fire systems (Chapter 3 Building Planning, Section R313 Automatic Fire Sprinkler Systems); and
 - (3) Section P2503.8.2 Testing (Chapter 25 Plumbing Administration; Section P2503 Inspection and Tests).
- (c) Exterior. No building or structure shall be placed or maintained on any lot in the city with outside walls which are not finished with a protected coating or covering sufficient to protect said building or structure from deterioration and the action of the elements. The exterior of all residential and nonresidential structures shall be as provided elsewhere in Chapter 3 herein.

- (d) Building Materials Construction Equipment. Except during construction, no building materials or construction equipment of any kind shall be placed or stored upon any lot; and then such material shall be placed within the property lines of the lot on which the improvements are to be made unless there is on file in the city office a letter for permission from the adjoining lot owner authorizing temporary use of such lot. Such a letter is also required where an adjoining lot is used for ingress/egress by vehicles and/or equipment.
- (e) Address. All principal buildings shall have address numbers at least four inches (4") tall displayed in a prominent place on the front of such building or on a sign in the building's front yard, and able to be clearly seen from a street adjoining the property on which the building is located to identify the address to police, emergency medical service and firefighting personnel.

EXHIBIT “B”

CHAPTER 4

BUSINESS REGULATIONS AND TAXATION

ARTICLE 4.800 RESERVED

EXHIBIT “C”

CHAPTER 5

SIGNS

Section 1. Purpose

The purposes of this chapter are to provide uniform sign standards that:

- (a) Promote community pride and a positive image of the City;
- (b) Protect the rights of persons and businesses to freedom of speech under State of Texas [Texas Constitution Article I, Section 8] and federal [United States Constitution, First Amendment] law;
- (c) Ensure consistency with State statutes relating to sign regulation;
- (d) Facilitate economic development;
- (e) Reduce the confusion and traffic hazards that result from excessive and prolific use of sign displays;
- (f) Promote public safety and protect persons and property by ensuring that signs do not create a hazard by:
 - (1) Collapsing, catching fire, or otherwise deteriorating or decaying;
 - (2) Confusing or distracting motorists; or
 - (3) Impairing drivers' ability by obstructing the awareness or visibility of pedestrians, obstacles, or other vehicles, or to read traffic-control devices or signs.
- (g) Control the number, size, height, location, lighting, and design characteristics of signs to avoid visual clutter which leads to decline in the community's appearance and property values, and reduces the effectiveness of the signs;
- (h) Clearly identify various sign types by their physical and structural characteristics in order to make the regulations easy to use, while promoting the City's goals and objectives relating to the design, appearance, and economic effectiveness of signs;
- (i) Address the latest and emerging technologies in the sign industry, such as electronic message centers and other types of illuminated signs, in a way that allows persons and businesses to convey and communicate while also:

- (1) Protecting the use and character of neighborhoods;
 - (2) Enhancing the function and appearance of the City's commercial corridors; and
 - (3) Promoting the City's character and design objectives.
- (j) Recognize the unique impact of off-premise advertising on public safety, visual aesthetics, and quality of life, by restricting new off-premise signs and minimizing the impact of existing off-premises signs;
 - (k) Implement the City's Comprehensive Plan; and
 - (l) Coordinate the City's sign regulations with the applicable zoning districts in order to protect and promote the purpose and character of those districts.

Section 2. 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. An "official sign" that is designed, intended, or used to inform or advertise to the spectators of an athletic event.

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.

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 sign made of fabric or non-rigid material. “Banner signs” include banner flags and feather flags, consisting of a banner attached to a rigid pole which is often curved and usually placed on or in the ground. “Banner signs” also include individual devices or a series of attention getting devices such as streamers and pennants designed to respond to wind current.

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.

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

Electronic Sign. A programmable display as a freestanding, hanging wall, or window sign. See Section 9(b) below.

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. A surface that includes the entirety of the window and wall area of a specific building elevation.

Fine Art. Sculpture fountains, or similar objects or displays without a literal element or commercial logo, and which are not solely related to the economic interests of the speaker and its audience.

Flag. A piece of fabric or other flexible material customarily mounted on a pole or similar freestanding structure, other than a “banner sign,” banner flag, or feather flag.

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 and is not an electronic sign.

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.

Ground Sign. A permanent 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.

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.

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

Nonconforming Sign. Any sign which does not conform to all provisions of this chapter, including the issuance of a permit, but which was lawfully constructed, installed, or erected on the effective date of the applicable regulation.

Official Sign. Any sign or signs of a duly constituted governmental body, public utility, or public and quasi-public institution, 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. “Official signs” include signs that direct attention to a school, hospital, or similar institution including government authorized memorials, markers or signs within a public right-of-way, but do not include either permanent or temporary signs used to identify the location of a utility infrastructure component.

Off-Premises Sign. A sign displaying advertising that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located.

On-Premises Sign. Any sign other than an “off-premise sign.”

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 (Election) Sign. A temporary sign or any other similar written form of advertising 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.

Portable Sign. Any sign supported by the ground or structure that is usually designed to be transportable, easily removed and otherwise moved or carried about and reused numerous times at different locations. Portable signs include but are not limited to signs mounted on a trailer or wheeled carrier, signs equipped with skids or wheels, signs mounted on a motorized or non-motorized vehicle, or signs mounted to other portable structures such as A-frames or T-frames. Portable signs do not include a “banner sign” or a “sandwich board sign” unless located in or on a vehicle or otherwise includes a means for it to be transported.

Premises. A lot or tract within the city or its extraterritorial jurisdiction

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.

Roof Sign. A sign erected upon or above a roof or parapet of a building or structure.

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. An outdoor structure, sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other thing that is designed, intended, or used to advertise or inform.

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.

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 or parapet to which the sign is attached. For the purpose of this section, an awning, canopy, fascia, mansard, or a parapet that has the appearance of being part of a mansard roof that extends along a building side shall be considered a part of the wall. The roof and roof area are not included in the wall area.

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.

Section 3. First Amendment Rights

This Chapter shall not be construed, applied, interpreted nor enforced in a manner to violate the first amendment rights of any person. If uncertainty exists on this issue prior to taking any action to enforce any provision of this article with respect to any noncommercial sign or speech by any person, the City shall seek the advice and recommendation of the City Attorney. This prohibition shall not preclude the City from taking any legal action against a sign that is obscene or profane.

Section 4. Compliance Required

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

Section 5. Exemptions

The following signs shall be exempt from the requirements of this Chapter:

- (a) Official signs in accordance with Section 2 above;
- (b) Memorial signs or markers, including headstones on private property;
- (c) Works of fine art in accordance with Section 2 above;
- (d) Small freestanding or hanging wall signs, not exceeding six (6) square feet in surface display area, displayed on private property for the convenience of the public, such as to identify entrance and exit drives, parking areas, one-way drives, restrooms, freight entrances, significant business information and similar information;
- (e) Scoreboards and other similar signs or forms of advertisement within or immediately adjacent to publically owned athletic stadiums or fields that are not intended for view from a public street;
- (f) Temporary or permanent signs that public utility companies or construction companies erect to warn of danger or hazardous conditions, including signs indicating the presence of underground cables, gas lines, and similar devices;
- (g) Wayfinding and directional signs, not to exceed six (6) square feet in display surface area located on a golf course;
- (h) Letters, numbers, or symbols that are not legible from 20 feet or less away;
- (i) Sponsorship signs or similar forms of advertisement that are placed in parks and golf courses for less than seven days and associated with an event at that location, that are authorized by the park or golf course owner; and
- (j) Holiday lights and ornaments.

Section 6. Prohibitions

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

- (a) Posting, painting, or otherwise exhibiting 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;
- (b) Painting, marking, writing on, spraying, posting or otherwise affixing 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;
- (c) Placing or causing 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 ten (10) or more of the handbills are found scattered about that the wind was the cause of the scattering;
- (d) Erecting, maintaining, painting, or spraying any sign, or other message or advertising upon a tree, rock, or other natural feature in order to preserve the full contribution of these natural features toward the aesthetic quality of the City;
- (e) Removing, altering, changing, or obscuring any official sign or other similar official tag, permit, sticker, or identification without approval of the City;
- (f) Erecting any sign in the rights-of-way or which would otherwise pose a risk to public safety or health, except official signs and those allowed by state law;
- (g) Erect any sign whereby 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;
- (h) For any individual, organization, or business to erect a banner sign with a display area greater than six (6) square feet for more than 60 cumulative days within any calendar year, except as otherwise explicitly allowed herein;
- (i) Erect an off-premise sign;
- (j) Erect, place, maintain, alter, or relocate a sign within the City or its extraterritorial jurisdiction in violation of the provisions of this article;
- (k) Erect a portable sign, roof sign, snipe sign, balloons/forced air or inflatable sign;
- (l) Erect any sign that has moving parts or flashing, moving or intermittent lights;

- (m) Attach or place a sign on a junked vehicle on public or private property;
- (n) Erect a political (election) sign in violation of state law or contrary to the standards within Table A below;
- (o) Erect a sign or notices on City property, within a public right-of-way, or within a public utility or drainage easement without approval of the City Council;
- (p) Fail to remove a political (election) sign within ten (10) days after the event to which it relates, or a temporary banner in violation of this chapter;
- (q) Fail to remove an illegal nonconforming sign as described in this chapter; or
- (r) Erect any sign not permitted by this chapter.

Section 7. Loss of Nonconforming Status

- (a) Any sign that was lawfully erected, constructed, or installed prior to the effective date of an applicable section of this chapter, but does not conform to all current provisions.
- (b) A nonconforming sign or sign structure loses its status as a legal sign under any of the following conditions:
 - (1) The sign or sign structure no longer identifies or advertises a bona fide business, service, owner, product, or activity, advertises or identifies a business that has been closed or has ceased operations, advertises or identifies goods, products, services or facilities that are no longer available to the public for a period of one year, unless the premises containing the sign or sign structure is leased in which case the sign or sign structure loses its legal nonconforming status in two years;
 - (2) The sign pertains to a time, event or purpose which no longer applies;
 - (3) The sign is dismantled, damaged, or deteriorated to the extent that the cost of maintenance or repairing the sign is more than fifty (50) percent of the cost of a substantially similar replacement at the same location (exclusive of the cost of modifying the display);
 - (4) The sign has been moved to any extent unless the moving was due to installation, maintenance or repair of public streets or utilities;
 - (5) The structure of the sign has been altered in any way except for normal wear, routine painting, or repair; or
 - (6) The sign, or a substantial part of it, is blown down or otherwise destroyed or dismantled for any purpose other than maintenance operations or for changing the letters, symbols, or other matter on the sign.
- (c) It is the declared purpose of this article that all privately owned illegal nonconforming signs shall either conform to the provisions of this article or be removed.

- (d) At the City's option, nonconforming signs may be removed in accordance with the provisions of Chapter 216 of the Texas Local Government Code.

Section 8. On-Premises and Off-Premises Signs

- (a) Off-premises signs are prohibited except as follows, or as otherwise explicitly authorized by this chapter:
 - (1) Official signs (see Section 2 and 5 above);
 - (2) Golf courses may have off-premises signs in accordance with Section 5 above;
 - (3) Athletic field signs in accordance with Section 5 above;
 - (4) Political (election) signs in accordance with state law (see Section 6 above and Table A below).
- (b) Off premise signs as defined in Section 2 above cannot be considered an on-premise sign for the purpose of this chapter.

Section 9 Design Requirements

- (a) All signs erected in the City shall conform to the requirements prescribed in Table A of this chapter and shall be constructed in a workmanlike manner:
- (b) Electronic and Changeable Copy (Variable Message) Signs.
 - (1) Generally. Because of the potential for this type of sign to create a traffic safety hazard resulting from unregulated distractions and to compromise the community aesthetic more significantly than a static sign of a similar size and type, additional design standards and restrictions are warranted.
 - (A) Electronic signs or Electronic message centers (EMCs) and manual changeable copy may only be used as part of monument signs and canopy signs where indicated in Table A, pursuant to the standards of this section.
 - (B) No sign structure that includes a manual changeable copy sign may also include an EMC.
 - (C) All EMC and manual changeable copy signs are also subject to all general illumination standards as set forth in the code of ordinances (See Article 3.800 of Chapter 3).
 - (2) Electronic Message Centers (EMCs).
 - (A) Generally. The maximum size of the sign is based on the type as specified in Table A, while the EMC reader panel area is included in that maximum allowable display area, notwithstanding any further restrictions contained in this section.

(B) Illumination.

- (i) Light trespass. All message center signs that are directly illuminated shall include a sensor or other device that automatically determines the ambient illumination and is programmed to dim according to the ambient light conditions, or that can be adjusted to comply with the maximum light intensity limitations in Article 3.800 of Chapter 3. In areas zoned for any type of residential district or use, a trespass limit of 0.1 footcandles shall be enforced at the property line.
- (ii) Technology. The technology currently being deployed for EMCs is LED (light emitting diode), but any technology that complies with the illumination standards is permitted.
- (iii) Spacing. EMCs shall have a minimum spacing of:
 - (1) At least 50 feet between the EMC and the property line of any residential use or district, or a use permitted in the U-1 zoning district (see Table B of Chapter 14) and shall not be operational between the hours of 12:00 a.m. and 5:00 a.m. The distance is calculated as the shortest measurable distance between the edge of the sign and the property line of the use or zoning district.
 - (2) At least 50 feet between any two (2) EMCs on separate lots or tracts of land.

(3) Design requirements.

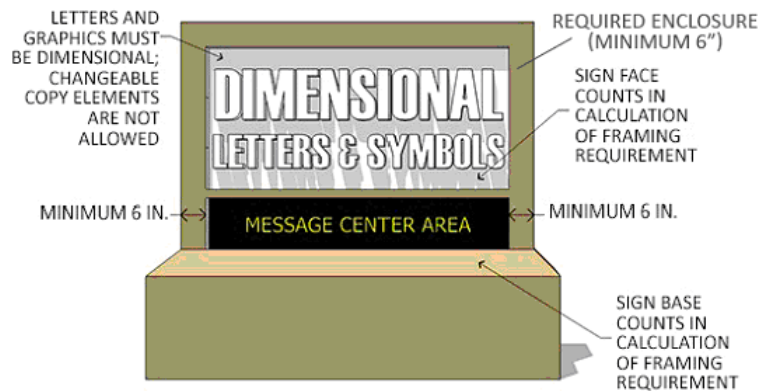
- (A) Percentage of sign area. EMCs, including their frames, shall comprise no more than seventy-five (75) percent of the sign area of a monument sign and a maximum of twelve (12) square feet of a canopy sign. The balance of the sign display area shall consist of permanent, dimensional letters or symbols.

Figure 1
Electronic Message Center Maximum Face Area for Monument / Canopy Signs



- (B) Minimum display time. Each static message on the sign must be displayed for a minimum of eight seconds duration. Message changes shall be completed within one (1) second.
- (C) Digital copy. EMCs shall contain static messages only, and shall not have movement or the appearance or optical illusion of movement during the static display period of any part of the sign. Each static message shall not include any flashing or the varying of light intensity, and the message shall not scroll.
- (D) Safety. An EMC must:
 - (i) Include systems and monitoring to either turn the display off or show “full black” on the display and freeze the sign in one (1) position at the maximum illumination provided in this section, electronic message centers (EMCs) in the event of a malfunction;
 - (ii) Go dark or limit maximum brightness in the event that a catastrophic power surge occurs; and
 - (iii) Contain a default mechanism that freezes the sign in one (1) position that complies with this Chapter if a malfunction occurs.

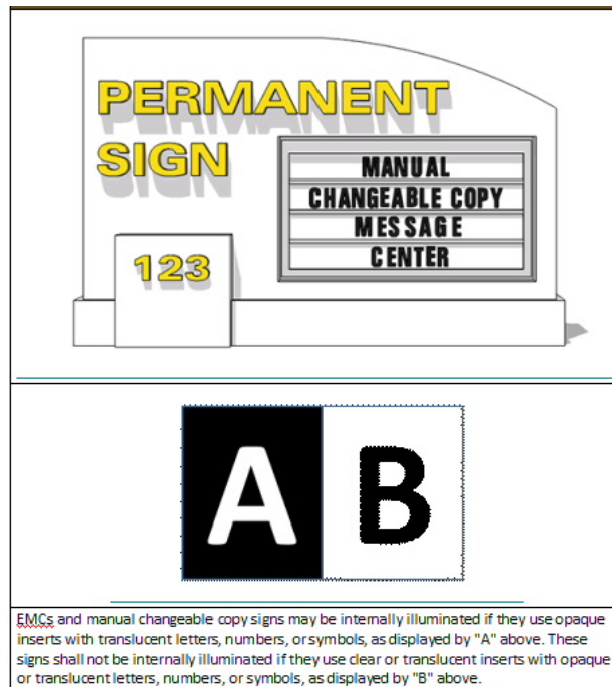
Figure 2
Electronic Message Center Design Requirements



- (4) Manual changeable copy.
 - (A) Illumination. Manual changeable copy signs shall not be internally illuminated unless:
 - (i) Such signs use opaque inserts with translucent letters, numbers, or symbols;
 - (ii) Blank or dark opaque inserts that are the same color as the opaque portions of the letters, numbers, and symbols are used over all areas of the sign where copy is not present; and
 - (iii) The opaque portion of all letters, numbers, and symbols is the same color.

- (B) Lettering. Lettering of changeable copy signs shall be of a single style and shall be of uniform color and size.
- (C) Size. Manual changeable copy signs, including their frames, may comprise up to seventy-five (75) percent of the sign area of a monument sign or up to twelve (12) square feet of a canopy sign. The balance of the copy in the sign display area shall consist of permanent, dimensional letters or symbols.
- (D) Integral element. Manual changeable copy signs are only permitted as an integral element of a monument or canopy sign, which encloses the changeable copy area on all sides with a finish of brick, stone, stucco, powder coated metal (or comparable finish), or a material similar to the balance of the sign display area.
- (E) Enclosure. The enclosure shall extend at least six (6) inches from the changeable copy area in all directions. Gaps between the changeable copy area and the surrounding area of the sign are permitted to accommodate locks and hinges to secure the changeable copy area, but only to the extent necessary for such devices to function.

Figure 3
Manual Changeable Copy Sign



Section 10 Permit Required.

- (a) Prior to the erection or placement of signs other than those specifically exempted in Section 5 above or Table A below, a sign permit from the City shall be obtained. The applicable fee for each individual sign specified in Appendix A of this Code of Ordinances, is payable at the time of application, which shall document compliance with all applicable provisions of this chapter.

- (b) New signage after a change in business ownership requires a permit application and payment of fees even when the sign structure remains the same. New components of a non-conforming sign shall comply with the provisions of this chapter. However, also see Section 7(b)(3) above.
- (c) The permit application for any temporary sign not otherwise exempt from the requirement to obtain a permit shall show the intended display period.
- (d) Any aggrieved party may appeal the approval or denial of a sign permit to the Building and Standards Commission upon payment of a fee equal to that required in Appendix A for an appeal related to a building permit or other similar requirements within Chapter 3 of this Code of Ordinances.

Section 11 Master Sign Program.

(a) Generally.

- (1) Purpose. The requirements of this section ensure that signs that meet certain standards and are consistent with the character and quality of development in Lago Vista may be promptly approved and displayed, compared to a planned development district (PDD) ordinance amendment or approval of individual variances within a unified development. Approval of a master sign program pursuant to the procedures and standards of this section:
 - (A) Allows for a unified presentation of signage throughout parcels proposed for development;
 - (B) Allows flexibility to provide for unique environments; and
 - (C) Gives pre-approval of designs and design elements that will make subsequent applications for sign permits more efficient.
- (2) Approval criteria. The Director of Development Services (hereafter the Director) may approve a master sign program for a multi-tenant, large commercial or mixed use development if (as proposed) it will result in a substantially improved, comprehensive, and unified proposal, as provided in subsections (A) through (G) below, compared to what would result from strict compliance with all other provisions of this chapter. The Director shall review all sign types (e.g., attached, freestanding, etc.) for the parcel or parcels proposed for development, to determine the degree of compliance with this article as a supplement to, or in lieu of, the sign standards otherwise applicable. Any deviations to the number, dimensions, locations, or design characteristics of attached or freestanding signs that are sought by an applicant shall be justified in writing, and shall clearly demonstrate a standard of design and quality that exceeds those provided in this chapter without increasing clutter. Such demonstration may include but not be limited to any or all of the following:
 - (A) Construction of brick or natural stone;
 - (B) Consistent sizes, styles, and colors across the development;
 - (C) Use of landscaping around the sign base;

- (D) Use of channel lettering;
 - (E) Greater spacing between signs along street frontages;
 - (F) Fewer total number of signs; and/or
 - (G) Signs of reduced heights and area.
- (b) Applicability. The master sign program alternative may be used for individual commercial developments or a multi-tenant development in any multifamily, mixed use or non-residential development, including applicable portions of a planned development district.
- (c) Standards for all master sign programs. Standards and permissions of master sign programs are as follows:
- (1) Generally. Subject to compliance with a master sign program that is approved according to the flexibility criteria provided in this article, signs that are proposed as part of a master sign program may deviate from the standards of this chapter in terms of the:
 - (A) Maximum sign height;
 - (B) Maximum sign area;
 - (C) Maximum number of hanging wall signs; and
 - (D) Other restrictions specifically described in this section that does not compromise safety or community aesthetics.
 - (2) Prohibited signs and sign elements. Signs prohibited by Section 6 above and specific restrictions such as the safety requirements associated with Electronic Messages Centers are not eligible for inclusion in a master sign program and the approval is instead limited to the relief specifically described in this section.
 - (3) Architectural theme. All signs shall be architecturally integrated into or complimentary to the design of the buildings and character of the site, and shall use similar and coordinated design features, materials, and colors. The master sign program shall establish an integrated architectural vocabulary and cohesive theme for the parcel(s) proposed for development.
 - (4) Uniform signs in multi-tenant developments. Wall signs displayed by two (2) or more businesses using common parking facilities shall be uniform in construction (i.e. channel letters, plaques) and lighting (i.e. direct, indirect).
- (d) Conditions of approval. The Director or Building and Standards Commission on appeal as applicable, may impose reasonable conditions on the master sign program relating to the design, locations, placements, or orientations, and sign specifications that are not related to the content of the signs or the viewpoints of the sign users, in order to ensure continuing compliance with the standards of this article and the approved master sign program.

(e) Contents of master sign program.

- (1) A master sign program shall provide a master plan for signage for an entire parcel or parcels proposed for development. For example, shopping center master sign programs shall include all tenants and out parcels; and office or industrial parks shall include all types of signs and all tenants or uses within the development.
- (2) Master sign programs shall include:
 - (A) A depiction of all proposed signs that will deviate from the underlying sign regulations;
 - (B) Size, location, and number of all signs, including area, letter height, and height;
 - (C) Materials, styles (letter colors, background colors, text, fonts, etc.), and colors for all signs subject to the master sign plan, including context of where signs are to be placed on any given façade;
 - (D) Proposed illumination (external, internal, etc.), including illumination levels;
 - (E) A design theme with illustrative examples of each sign type and the proposed general locations of each sign type;
 - (F) A demonstration that the master sign program will improve the aesthetics of the development and will not have an adverse impact on the use, enjoyment, or value of property in adjacent or nearby residential uses or districts; and
 - (G) Landscaping and/or ornamental structures including fences, fountains, public art, ground cover, and other landscaping elements that are intended to complement those proposed signs that would deviate from the underlying sign regulations.
- (f) Duration. An approved master sign program shall expire two (2) years from the date of such approval if no progress has been made towards completion of any sign covered by a permit dependent on that approval, pursuant to section 245.005, Dormant Projects of the Texas Local Government Code, as amended.
- (g) Amendment. Prior to expiration of the master sign program, the applicant may apply for an amendment that alters the design, materials, locations, placements, orientations, and specifications of the signs. The Director may approve the amended master sign program if it is consistent with this section and does not increase the area or height of any freestanding or wall sign subject to the original master sign program by more than ten (10) percent.
- (h) Signage in a development of six or more separate tenant spaces that share either the same parcel or structure and use common access and parking facilities (e.g. shopping centers, malls, office complexes, industrial parks) that do not comply with the provisions of this chapter applicable to that zoning district (including a Planned Development District) shall be limited to relief approved as part of a master sign program. A sign variance application is not an available option.

Section 11 Planned Development District Signs.

- (a) The regulations for signs located in planned development zoning districts shall be contained in the ordinance concept or detailed plan approved for the district, except that no off-premise signs shall be permitted. Should the regulations for signs be omitted from an ordinance or concept or detailed plan for the district, the sign regulations that would be applicable to the most restrictive comparable zoning district classification, based upon the land uses permitted therein, as determined by the Director, shall be applied to the district or part thereof for which the regulations were omitted.
- (b) Deviations from the standards in this chapter may be included in an ordinance approving a planned development district as long as the deviations meet or surpass the objectives of this chapter and are warranted by and consistent with the design objectives of the development.
- (c) Approval of deviations from the general sign standards within this chapter and otherwise applicable shall be supported by findings of the City Council, following a recommendation by the Planning and Zoning Commission regarding the concept and detail plan as applicable.

Section 12 Variances.

When not precluded by inclusion within a planned development zoning district, the City Council, after a report from the Building and Standards Commission, in their sole judgment may grant variances to this chapter when strict compliance would cause a hardship due to the topography or other physical limitations on the site, within the immediate vicinity, or within the adjacent rights-of-way. The physical limitations or conditions shall not be self-imposed or otherwise caused by the actions of the applicant for a variance or the owner of the premises.

Section 13 Maintenance Required.

All signs in the City and its extraterritorial jurisdiction shall be maintained in a neat, attractive and safe manner. The City shall have the authority to enforce this section in the manner listed in Section 14, below, including, but not limited to ordering the painting, repair, or removal of a sign and accompanying landscaping that constitutes a hazard to public health, safety, or welfare by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.

Section 14 Enforcement.

- (a) If the Director or a designee finds that any sign other than bandit signs which are subject to the provisions of subsection (b) below has been erected or maintained in violation of this chapter within the municipality or its extraterritorial jurisdiction, that individual shall give written notice via the postal service, facsimile or e-mail of the violation to the owner or person entitled to possession of the sign or, if such person is not readily determinable, by publication in a newspaper of general circulation in the City. The notice shall state the nature of the violation and direct the recipient(s) to alter or remove the sign, or to otherwise correct the violation within ten (10) calendar days of the receipt of the notice. The finding of a violation included in a notice may be appealed to the Building Standards Commission no later than ten (10) calendar days after receipt or publication of the notice of violation.

Failure to remove the sign or correct the violation within ten (10) calendar days of receipt of the notice of violation, or, if appealed, ten (10) calendar days after the date of an unsuccessful appeal, may result in the

City removing the sign at the expense of the owner or person entitled to possess the sign, with such expenses including administrative costs, penalties and reasonable attorneys' fees. The Director or a designee may also take necessary action to file a lien against the property to recover the cost of removal if the removal costs are not paid by the property owner within fifteen (15) days after a formal demand for reimbursement. The Director or a designee may also pursue criminal penalties and/or civil action as provided for under chapter and state law.

(b) Bandit Signs.

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

Section 15 Emergency Removal of a Sign and/or Graffiti.

The City may immediately remove any sign that is likely to endanger persons or property due to dilapidation, exposed electrical wiring or severe damage while simultaneously issuing notices of the violations in accordance with the provisions in Section 14 above. Emergency removal shall not preclude the City from recovering costs and other expenses as described herein. The City may order the removal of graffiti from private property within ten (10) calendar days in accordance with the notice requirements and procedures for other violations of this chapter.

Section 16 Violations and Penalties.

- (a) A person commits an offense if that person commits a violation, causes a violation, allows, or permits a sign to be erected or maintained in violation of this chapter.
- (b) An offense under this section is a Class C misdemeanor punishable by a fine of not more than \$500.
- (c) No culpable mental state is required to prove an offense under this chapter.
- (d) Each violation of this chapter constitutes a separate offense and each day that such offense is maintained is considered a separate offense.

Section 17 Civil Remedies.

Nothing in this chapter shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:

- (a) Injunctive relief to prevent specific conduct that violates the chapter or to require specific conduct that is necessary for compliance with the chapter, including removal of signs that violate this chapter at the expense of the responsible party;
- (b) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was notified of the provisions of the chapter and after receiving notice committed acts in violation of the chapter or failed to take action necessary for compliance with the chapter; and other available relief; and
- (c) An impoundment fee may be charged to recover a sign that has been impounded based on the current city fee schedule.

Section 18 Liability.

This chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person that erects, maintains, or owns any sign, from personal injury or property damage resulting from the placing of the sign, or resulting from the negligence or willful acts of such person in the design, construction, maintenance, repair or removal of any sign erected in accordance with a permit issued under the provisions of this chapter. This chapter shall also not be construed as imposing upon the City or its officers, employees or agents any responsibility or liability by reason of the approval of any signs, materials, or devices under these provisions.

TABLE A

Awning, Canopy and Hanging Marquee (manual changeable copy) Signs, See Section 9(b) above

Where	Non-residential zoning districts (including C-4); in the ETJ on non-residential buildings; not allowed in residential or multifamily districts
Maximum Number	One per business or tenant
Location	On and within the boundaries of an awning, canopy or marquee
Maximum Display Area	Twenty-four (24) square feet, except on a theater which may include a marquee sign no larger than one hundred (100) square feet
Illumination	Internal or external in accordance with Article 3.800 of Chapter 3
Permit	Required

Banner Signs

Where	All zoning districts (except TR-1) that include an occupied building; in the ETJ on property that includes an occupied non-residential building
Maximum Number	One per lot, parcel, or tract
Location	Attached to a building or fence
Maximum Display Area, Duration, and Permit	When six (6) square feet or less in display area, there is no time limit and a permit is not required; when larger than six square feet and up to a maximum display area of one hundred eighty (180) square feet, the banner may be employed for a maximum of 30 days within each calendar year and a permit is required
Illumination	Not Allowed

Banner Flags or Feather Signs

Where	Non-residential zoning districts (including C-4); not allowed in residential or multifamily districts, the TR-1 zoning district or in the ETJ
Maximum Number	Three per lot, parcel, or tract
Location	Minimum setback from any property line: ten (10) feet
Maximum Display Area	Twenty-four (24) square feet for each pole or supporting structure
Maximum Height	Eight (8) feet above grade
Duration	No time limit
Illumination	Not allowed
Permit	Required

Flags

Where	Any platted lot or a parcel that is not platted if it is either formally designated as a park or includes an occupied building
Maximum Number	Non-residential zoning districts, excluding C-4 and in the ETJ: three per lot, parcel, or tract; all other zoning districts: two per lot, parcel, or tract
Location	Minimum setback from any property line: ten (10) feet
Maximum Display Area	Non-residential zoning districts, excluding C-4 and in the ETJ: forty (40) square feet; all other zoning districts: fifteen (15) square feet
Maximum Height	Non-residential zoning districts, excluding C-4 and in the ETJ: forty (40) feet above grade; C-4 zoning district: equal or less than the occupied building on the lot, parcel, or tract; residential and multifamily zoning districts: twenty-five (25) feet above grade
Illumination	Not allowed
Permit	Required except for flags smaller than sixteen (16) square feet and not attached to a ground-mounted pole

Freestanding Ground Signs including electronic and changeable copy, See Section 9(b) above

Where	Any lot, parcel, or tract formally designated as a park or that includes an occupied building within a non-residential or multifamily zoning district (including C-4) and in the ETJ; not allowed in any residential district or the TR-1 zoning district
Maximum Number*	One per lot, parcel, or tract that adjoins a public street when located adjacent to and facing that street
Location	Minimum setback from any property line: ten (10) feet
Maximum Display Area*	Thirty-two (15) square feet (all locations)
Maximum Height	Eight (8) feet above grade (all permanent wall signs shall be constructed as monument signs)
Illumination	Internal or external in accordance with Article 3.800 of Chapter 3
Permit	Required
*The maximum number of signs per lot, parcel or tract and the maximum display area (but not the maximum height), especially for multi-tenant developments may be increased as part of an approved master sign program or as part of a planned development district zoning approval.	

Hanging Wall Signs

Where	Non-residential and multifamily zoning districts (including C-4) that includes an occupied building and in the ETJ on property that includes an occupied commercial building; not allowed in any residential district or the TR-1 zoning district
Maximum Number*	One per business or separate tenant
Location	Attached to a building
Maximum Display Area*	Twenty-four (24) square feet (all locations)
Illumination	Internal or external in accordance with Article 3.800 of Chapter 3
Permit	Required
*The maximum number of signs per lot, parcel or tract and the maximum display area, especially for multi-tenant developments may be increased as part of an approved master sign program or as part of a planned development district zoning approval.	

Projecting Wall Signs

Where	Non-residential and multifamily zoning districts (including C-4) that includes an occupied building and in the ETJ on property that includes an occupied commercial building; not allowed in any residential district or the TR-1 zoning district
Maximum Number*	One per business or separate tenant
Location	Attached to a building, but limited to locations facing a street
Maximum Display Area*	Twelve (12) square feet (all locations)
Illumination	Internal or external in accordance with Article 3.800 of Chapter 3
Permit	Required
*The maximum number of signs per lot, parcel or tract and the maximum display area, especially for multi-tenant developments may be increased as part of an approved master sign program or as part of a planned development district zoning approval.	

Sandwich Board Signs

Where*	All zoning districts and property in the ETJ that includes an occupied building; not allowed in the TR-1 zoning district
Maximum Number*	One per each street fronting a lot, parcel, or tract when placed for viewing from that street
Location	Minimum setback from any property line: ten (10) feet
Maximum Display Area	Six (6) square feet (each side)
Maximum Height	Four (4) feet above grade
Illumination	Not allowed
Permit	Not required
*Residential and multifamily zoning districts (or uses in the ETJ) may include either a sandwich board sign or a temporary sign, but not both at the same time.	

Temporary Signs (including Political / Election Signs)

Where	Any privately owned lot, parcel, or tract (including property in the ETJ) subject to the location restrictions related to an off-premises sign that is not otherwise exempted by Section 8 above
Maximum Number	For signs not exempted by Section 5 or Section 8 above, one sign for each property line that fronts on a street or golf course when placed for viewing from that street or golf course
Location	No minimum setback from any property line required; but prohibited within any public utility or drainage easement
Maximum Display Area	Thirty-six (36) square feet
Maximum Height	Eight (8) feet above grade
Duration	For signs not exempted by Section 8 above, no sooner than ninety (90) calendar days before an event or more than ten (10) calendar days after an event except as otherwise prescribed elsewhere in this chapter
Illumination	Not allowed
Permit	Not required

Window Sign

Where	Non-residential zoning districts (including C-4) that includes an occupied building and in the ETJ on property that includes an occupied commercial building; not allowed in any residential district, multi-family district, or the TR-1 zoning district
Maximum Number	For signs not exempted by Section 5 or Section 8 above, one sign for each property line that fronts on a street or golf course when placed for viewing from that street or golf course
Location	On windows or doors, but not allowed in both locations
Maximum Display Area	Twenty-four (24) square feet
Illumination	Not allowed
Permit	Required

CHAPTER 3

BUILDING REGULATIONS

Sec 3.106 Building and Fire Codes

This section contains the building code for the city. The 2015 International Building Code, the 2015 International Residential Code, the 2015 International Fire Code, ~~and~~ the 2015 Existing Building Code, ~~and the 2015 National Fire Protection Association's Life Safety Code (NFPA 101)~~ are hereby adopted and made part of this article with the following requirements, amendments, and clarifications:

- (a) Excluded Appendices. All appendices of the above referenced building codes are hereby adopted except for the following which are excluded in their entirety:
 - (1) Appendix A "Employee Qualifications," Appendix B "Board of Appeals," Appendix D "Fire Districts," Appendix H "Signs," Appendix J "Grading," and Appendix K "Administrative Provisions" of the 2015 International Building Code;
 - (2) Appendix L "Permit Fees" of the 2015 International Residential Code; and
 - (3) Appendix A "Board of Appeals" of the 2015 International Fire Code.
- (b) Excluded Provisions. All provisions of the above referenced building codes are hereby adopted except for the following sections of the 2015 International Residential Code which are excluded in their entirety:
 - (1) Section R105.2 Work Exempt from Permit (Chapter 1 Scope and Administration, Section R105 Permits);
 - (2) Section R313.2 One and two family dwelling automatic fire systems (Chapter 3 Building Planning, Section R313 Automatic Fire Sprinkler Systems); and
 - (3) Section P2503.8.2 Testing (Chapter 25 Plumbing Administration; Section P2503 Inspection and Tests).
- (c) Exterior. No building or structure shall be placed or maintained on any lot in the city with outside walls which are not finished with a protected coating or covering sufficient to protect said building or structure from deterioration and the action of the elements. The exterior of all residential and nonresidential structures shall be as provided elsewhere in Chapter 3 herein.
- (d) Building Materials Construction Equipment. Except during construction, no building materials or construction equipment of any kind shall be placed or stored upon any lot; and then such material shall be placed within the property lines of the lot on which the improvements are to be made unless there is on file in the city office a letter for permission from the adjoining lot owner

authorizing temporary use of such lot. Such a letter is also required where an adjoining lot is used for ingress/egress by vehicles and/or equipment.

- (e) Address. All principal buildings shall have address numbers at least four inches (4") tall displayed in a prominent place on the front of such building or on a sign in the building's front yard, and able to be clearly seen from a street adjoining the property on which the building is located to identify the address to police, emergency medical service and firefighting personnel.

CHAPTER 4

BUSINESS REGULATIONS AND TAXATION

ARTICLE 4.800 SIGNS AND GRAFFITI RESERVED

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. section 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 and Standards Commission.* The building and standards commission of the city; the building and standards commission 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. section 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 KLV B (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. section 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 quasi-public 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. section 4.805(2), section 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. section 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. section 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. section 4.805(13) and section 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. section 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. section 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. section 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), 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. section 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. section 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. section 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)

Sec 4.802 First Amendment Rights

~~This article shall not be construed, applied, interpreted nor enforced in a manner to violate the first amendment rights of any person, and the city shall seek the advice and recommendation of the city attorney prior to taking any action to enforce any provision of this article with respect to any noncommercial sign or speech by any person. This prohibition shall not preclude the city from taking any legal action against a sign that is obscene or profane.~~

Sec 4.803 Compliance Required

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

Sec 4.804 Exemptions

The following signs shall be exempt from the requirements of this article:

- ~~(a) — Flags, or emblems of a government or of a political, civic, philanthropic, educational or religious organization, when displayed on private property;~~
- ~~(b) — Official signs;~~
- ~~(c) — Memorial signs or tablets;~~
- ~~(d) — Names of government buildings;~~
- ~~(e) — Cornerstones of buildings showing the date of construction;~~
- ~~(f) — Works of fine art;~~
- ~~(g) — Small freestanding or hanging wall signs, not exceeding five (5) square feet in surface display area, displayed on private property for the convenience of the public, such as to identify entrance and exit drives, parking areas, one way drives, restrooms, freight entrances, significant business information and similar information;~~
- ~~(h) — Temporary signs, decorations or displays if they are part of a national, state, local or religious holiday, event or celebration;~~
- ~~(i) — Scoreboards in athletic stadiums and athletic field signs;~~
- ~~(j) — Temporary or permanent signs that public utility companies or construction companies erect to warn of danger or hazardous conditions, including signs indicating the presence of underground cables, gas lines, and similar devices;~~
- ~~(k) — Temporary garage/moving sales signs that are not displayed any more than three (3) days out of any consecutive thirty (30) day period provided the sign is not placed on street signs or poles supporting street signs; trees; telephone, cable and/or power poles; traffic controls signals or poles supporting traffic control signals; or lamp posts;~~

- ~~(l) — Small signs, not to exceed six (6) square feet in display surface area that show sponsorship of a golf hole during a golf tournament and is located on a golf course;~~
- ~~(m) — Letters, numbers, or symbols that are not legible from 10 feet or less away.~~
- ~~(n) — Temporary community event signs.~~

Sec 4.805 Prohibitions

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

- ~~(a) — 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;~~
- ~~(b) — 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;~~
- ~~(c) — 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;~~
- ~~(d) — Erect, maintain, paint or spray any sign, or other message or advertising upon a tree, rock, or other natural feature;~~
- ~~(e) — Remove, alter, change or obscure any official tag, permit sticker or identification without approval of the city;~~
- ~~(f) — Erect any sign in the rights-of-way or which would otherwise pose a risk to public safety or health;~~
- ~~(g) — 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;~~
- ~~(h) — 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;~~
- ~~(i) — Erect a billboard;~~
- ~~(j) — Erect, place, maintain, alter, or relocate a sign within the city or its extraterritorial jurisdiction in violation of the provisions of this article;~~

- ~~(k) Erect a portable sign, roof sign, snipe sign, balloons/forced air or any off-premises sign, except as provided in Section 4.807;~~
- ~~(l) Erect any sign that has moving parts or flashing, moving or intermittent lights (see also Article 3.800 of Chapter 3);~~
- ~~(m) 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;~~
- ~~(n) 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;~~
- ~~(o) 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;~~
- ~~(p) Attach or place a sign on storage buildings for commercial advertisement;~~
- ~~(q) Erect a sign or notices on city property, right of way, city or utility easement without approval of the city council;~~
- ~~(r) Fail to remove a real estate sign within thirty (30) days after the sale or lease of the property;~~
- ~~(s) Fail to remove an illegal nonconforming sign as described in Section 4.806(b);~~
- ~~(t) All signs not covered by this article.~~

Sec 4.806 Loss Of Nonconforming Status

- ~~(a) A legal nonconforming sign means a sign which is constructed and maintained in accordance with this chapter and in use as of July 26, 2001.~~
- ~~(b) A nonconforming sign or sign structure loses its status as a legal sign under the following conditions:

 - ~~(1) The sign or sign structure no longer identifies or advertises a bona fide business, service, owner, product, or activity, advertises or identifies a business that has been closed or has ceased operations, advertises or identifies goods, products, services or facilities that are no longer available to the public for a period of one year, unless the premises containing the sign or sign structure is leased in which case the sign or sign structure loses its legal nonconforming status in two years;~~
 - ~~(2) The sign pertains to a time, event or purpose which no longer applies;~~
 - ~~(3) The sign is damaged or deteriorated to such an extent that the cost of repairing the sign is more than sixty (60) percent of the cost of erecting a new sign of the same type at the same location;~~
 - ~~(4) The sign has been moved to any extent unless the moving was due to installation, maintenance or repair of public streets or utilities;~~~~

- ~~(5) The structure of the sign has been altered in any way except for normal wear and tear and routine painting or repair;~~
- ~~(6) The sign, or a substantial part of it, is blown down or otherwise destroyed or dismantled for any purpose other than maintenance operations or for changing the letters, symbols, or other matter on the sign.~~
- ~~(c) It is the declared purpose of this article that all privately owned illegal nonconforming signs shall either conform to the provisions of this article or be removed.~~
- ~~(d) At the city's option, the privately owned nonconforming signs lawfully in place on July 21, 2001 may be temporarily exempted from forced removal or reconstruction after July 1, 2005. If any such temporarily exempted sign is voluntarily reconstructed or modified by the owner for any reason, the reconstructed or modified sign must be reconstructed or modified in such a way as to conform to the provisions of this article.~~

Sec 4.807 On-Premises And Off-Premises Signs

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

- ~~(a) Residential real estate signs as provided for in table A of this article;~~
- ~~(b) Official signs;~~
- ~~(c) 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;~~
- ~~(d) 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;~~
- ~~(e) Athletic field signs with advertising on the field side of the athletic field;~~
- ~~(f) Wayfinding signs in accordance with this subsection:
 - ~~(1) Given a recommendation from the building and standards commission, 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:
 - ~~(A) The destination wayfinding sign program that is provided primarily for businesses or churches; and~~
 - ~~(B) 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.~~~~~~

- ~~(2) The following design guidelines shall be followed for the destination wayfinding sign program:~~
- ~~(A) The sign may not be attached to any other structure.~~
 - ~~(B) The maximum height above natural ground:
 - ~~(i) Major arterial as shown on thoroughfare plan: 8 feet.~~
 - ~~(ii) Minor arterial: 5 feet.~~
 - ~~(iii) Collector street as shown on the thoroughfare plan: 4 feet.~~
 - ~~(iv) Local street as shown on the thoroughfare plan: 4 feet.~~~~
 - ~~(C) Maximum number of panels:
 - ~~(i) Major arterial as shown on thoroughfare plan: 8.~~
 - ~~(ii) Minor arterial: 5.~~
 - ~~(iii) Collector street as shown on the thoroughfare plan: 4~~
 - ~~(iv) Local street as shown on the thoroughfare plan: 1.~~~~
 - ~~(D) Minimum number of panels:
 - ~~(i) Arterials: 6.~~
 - ~~(ii) Other streets: No minimum.~~~~
 - ~~(E) Maximum area:
 - ~~(i) Arterial street: 64 square feet.~~
 - ~~(ii) Collector street: 15 square feet.~~
 - ~~(iii) Local street: Three square feet.~~~~
 - ~~(F) No destination may have more than one panel on each sign.~~
 - ~~(G) Each pand on the sign shall contain only the name and logo of the place being advertised and a directional indicator, such as an arrow.~~
 - ~~(H) The frame, the background color of all panels, and the directional indicator, such as an arrow, shall be the same on all wayfinding signs.~~
 - ~~(I) Lighting shall comply with Article 3.800 of Chapter 3.~~
 - ~~(J) 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.~~

- ~~(K) 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.~~
- ~~(L) 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.~~
- ~~(M) The sign may not create a view obstruction.~~
- ~~(N) Location and spacing.~~
 - ~~(i) A wayfinding sign must be placed to be effective for and relatively near a road intersection.~~
 - ~~(ii) 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.~~
 - ~~(iii) Wayfinding signs should be directed to destinations.~~
- ~~(3) The following design guidelines shall be followed for the community wayfinding sign program:~~
 - ~~(A) 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.~~
 - ~~(B) 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.~~
- ~~(4) Exceptions to design guidelines may be recommended by the building and standards commission and approved by the city council in the public interest for extraordinary design, and/or to overcome physical constraints such as topography or vegetation.~~
- ~~(5) The building and standards commission may recommend and the city council may add conditions or additional requirements to a sign or sign program.~~
- ~~(g) Political signs;~~
- ~~(h) 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.~~

Sec 4.808 Design Requirements

~~All signs erected in the city shall conform to the requirements prescribed in table A and table B of this article and shall be constructed in a workmanlike manner:~~

- ~~(a) A business or organization may install one additional set of signs if it has regular customer or client access from a second separate street.~~
- ~~(b) One additional hanging wall, projecting wall, window and awning sign for each additional 25 linear feet of store front length exceeding a basic storefront length of 18 linear feet, for instance to show the name of the building which may have multiple tenants, may be installed.~~
- ~~(c) Tenants of a multitenant building may install, if feasible, a hanging wall, projecting wall, window or awning sign in addition to their advertisement on a multitenant freestanding sign.~~

Sec 4.809 Permit Required

- ~~(a) Prior to the erection or placement of signs in the city or its ETJ, except exempt signs, residential and commercial real estate signs, residential nameplate signs or political signs, a sign permit from the city manager or his/her designee shall be obtained. The pertinent fee for each individual sign, as stated in Appendix A of this code of ordinances, is payable at the time of application.~~
- ~~(b) New signage after a change in business ownership requires a permit application and payment of fees even when the sign structure remains the same. The sign has to be in compliance with the current ordinance. The permit application for a temporary banner has to show the intended display period.~~
- ~~(c) The city manager or his/her designee may solicit the advice of the building and standards commission before approving or denying a permit.~~

Sec 4.810 Variances

~~The city council, after a report from the building and standards commission, in their sole judgment, may grant variances to this article where strict compliance with this article may cause a physical hardship due to the topography or other physical limitations on the site, within the immediate vicinity, or within the adjacent rights-of-way; such conditions not being caused by the actions of the applicant for a variance or the owner of the premises.~~

Sec 4.811 Maintenance Required

~~All signs in the city and its extraterritorial jurisdiction shall be maintained in a neat, attractive and safe manner. The city shall have the authority to order the painting, repair, or removal of a sign and accompanying landscaping that constitutes a hazard to public health, safety, or welfare by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.~~

Sec 4.812 Enforcement

- ~~(a) If the city finds that any sign within the city or its extraterritorial jurisdiction is erected or maintained in violation of this article, the city shall give written notice via the postal service, facsimile or e-mail of the violation to the owner or person entitled to possess of the sign. The notice shall state the nature of the violation and direct the recipient(s) to alter or remove the sign, or~~

~~correct the violation, within ten (10) days of the receipt of the notice. Failure to comply with the provisions of this article within ten (10) days after the receipt of the notice shall result in a citation being issued to the owner or person entitled to possess the sign. If the owner or person entitled to possession of the sign is found guilty of violating this article, he/she shall have the sign removed or the violation corrected within thirty (30) days after being found guilty of such offense. Failure to remove the sign or correct the violation within thirty (30) days may result in the city removing the sign at the expense of the owner or person entitled to the sign; such expenses including administrative expense, penalties and reasonable attorneys' fees.~~

~~(b) Bandit Signs:~~

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

~~Sec 4.813 Emergency Removal Of Sign And/or Graffiti~~

~~The city may immediately remove any sign that is likely to endanger persons or property due to dilapidation, exposed electrical wiring or severe damage. The city may order the removal of graffiti from private property within ten (10) days.~~

~~Sec 4.814 Penalty~~

~~Any person who shall violate any of the provisions of this article, or shall fail to comply therewith, or with any of the requirements thereof, within the city limits or the extraterritorial jurisdiction shall be deemed guilty of an offense and shall be liable for a fine as provided in Section 1.109 of this code. Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.~~

~~TABLE A~~

Sign Type	R-0, R-1, RR-A	R-2	R-4	C-1	C-2 and C-6	U-1	C-3
Freestanding, single business⁴							
Number allowed per platted lot	Not allowed	Not allowed	Not allowed	1*	1*	Not allowed	1 ¹
Location (distance from property line)	Not allowed	Not allowed	Not allowed	10'	10'	Not allowed	10'
Maximum height above grade	Not allowed	Not allowed	Not allowed	8'	8'	Not allowed	8'

Maximum display surface area (sq. ft.)	Not allowed	Not allowed	Not allowed	32	32	Not allowed	32
Freestanding, multitenant⁴							
Number allowed per platted lot	Not allowed	Not allowed	Not allowed	1*	1*	Not allowed	1'
Location (distance from property line)	Not allowed	Not allowed	Not allowed	10'	10'	Not allowed	10'
Maximum height above grade	Not allowed	Not allowed	Not allowed	10'	10'	Not allowed	10'
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	Not allowed	32	32	Not allowed	32
ID or Logo							
Number allowed per business	Not allowed	Not allowed	Not allowed	1*	1*	Not allowed	1'
Location	Not allowed	Not allowed	Not allowed	attached to bldg. within facade	attached to bldg. within facade	Not allowed	Not allowed
Maximum height above grade	Not allowed	Not allowed	Not allowed			Not allowed	Not allowed
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	Not allowed	144	144	Not allowed	Not allowed
Site Development							
Number allowed per business	Not allowed	Not allowed	1	1	1	Not allowed	Not allowed
Location (distance from property line)	Not allowed	Not allowed	10'	10'	10'	Not allowed	Not allowed
Maximum height above grade	Not allowed	Not allowed	8'	8'	8'	Not allowed	Not allowed
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	64	64	64	Not allowed	Not allowed
Projecting wall							
Number allowed per business	Not allowed	Not allowed	1*	1*	1*	Not allowed	1'
Location	Not allowed	Not allowed	attached to bldg.	attached to bldg.	attached to bldg.	Not allowed	attached to bldg.
Maximum height above grade	Not allowed	Not allowed	8'	8'	8'	Not allowed	12
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	12	12	12	Not allowed	6'
Hanging wall (see Section 4.808)							

Number allowed per business	Not allowed	Not allowed	1*	1*	1*	Not allowed	1†
Location	Not allowed	Not allowed	attached to bldg.	attached to bldg.	attached to bldg.	Not allowed	attached to bldg.
Maximum height above grade	Not allowed	Not allowed	8'	8'	8'	Not allowed	12'
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	24	24	24	Not allowed	24
Residential subdivision/subdivision development							
Number allowed per subdivision	1*	1*	1*	1*	1*	Not allowed	Not allowed
Location (distance from property line)	10'	10'	10'	10'	10'	Not allowed	Not allowed
Maximum height above grade	8'	8'	8'	8'	8'	Not allowed	Not allowed
Maximum display surface area (sq. ft.)	24	24	24	24	24	Not allowed	Not allowed
Temporary banner							
Number allowed per platted lot or event	Not allowed	Not allowed	1	1	1	1	1
Location	Not allowed	Not allowed	on premises	on premises	on premises	on premises	on premises
Min. height above grade (if on bldg.)	Not allowed	Not allowed	6'	6'	6'	6'	6'
Min. height above grade (if above street)	Not allowed	Not allowed	18'	18'	18'	18'	18'
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	180	180	180	180	180
Residential real estate (for sale, lease, rent)							
Number allowed per platted lot (not adjacent to a golf course)†	1	1	1	1	1	1	1
Number allowed per platted lot (adjacent to a golf course)	2	2	2	2	2	2	2
Location (distance from property line)	5'	5'	5'	5'	5'	5'	5'
Maximum height above grade	5'	5'	5'	5'	5'	5'	5'

Maximum display surface area (sq. ft.)	3	3	3	3	3	3	3
Window sign							
Number allowed per leased premises	Not allowed	Not allowed	Not allowed	1	1	1	1
Location	Not allowed	Not allowed	Not allowed	on a window or door but not both	on a window or door but not both	on a window or door but not both	on a window or door but not both
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	Not allowed	24	24	24	24
Awning, canopy and marquee sign (lettering)							
Number allowed per business	Not allowed	Not allowed	Not allowed	1	1	1	1
Location	Not allowed	Not allowed	Not allowed	canopy, awning or marquee	canopy, awning or marquee	canopy, awning or marquee	canopy, awning or marquee
Minimum height above grade	Not allowed	Not allowed	Not allowed	8'	8'	8'	8'
Public information sign	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed
Political							
Number allowed per lot per candidate	1	1	1	1	1	1	1
Location (distance from property line)	10'	10'	10'	10'	10'	10'	10'
Maximum height above grade	8'	8'	8'	8'	8'	8'	8'
Maximum display surface area (sq. ft.)	36	36	36	36	36	36	36
Commercial real estate (site development or for sale)							
Number allowed per platted lot ¹	Not allowed	Not allowed	Not allowed	1	1	Not allowed	1
Location (distance from property line)	Not allowed	Not allowed	Not allowed	10'	10'	Not allowed	10'
Maximum height above grade	Not allowed	Not allowed	Not allowed	8'	8'	Not allowed	8'
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	Not allowed	24	24	Not allowed	24

Government, utility, institutional							
Number allowed per platted lot	Not allowed	Not allowed	Not allowed	1	1	1	1
Location (distance from property line)	Not allowed	Not allowed	Not allowed	10'	10'	10'	10'
Maximum height above grade	Not allowed	Not allowed	Not allowed	8'	8'	8'	8'
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	Not allowed	32	32	32	32
Sandwich board							
Number allowed per business	Not allowed	Not allowed	Not allowed	1	1	Not allowed	1
Location (distance from property line)	Not allowed	Not allowed	Not allowed	10'	10'	Not allowed	10'
Maximum height above grade	Not allowed	Not allowed	Not allowed	6'	6'	Not allowed	6'
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	Not allowed	6-per side	6-per side	Not allowed	6-per side
Menu board							
Number allowed per platted lot	Not allowed	Not allowed	Not allowed	1-per drive thru lane	1-per drive thru lane	1-per drive thru lane	1-per business
Location (distance from property line)	Not allowed	Not allowed	Not allowed	10'	10'	10'	10'
Maximum height above grade	Not allowed	Not allowed	Not allowed	6'	6'	6'	6'
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	Not allowed	8	8	8	8
Residential nameplate							
Number allowed per residence	1	1	1	1	1	1	1
Location (distance from property line)	10'	10'	10'	10'	10'	10'	10'
Maximum height above grade	5'	5'	5'	5'	5'	5'	5'
Maximum display surface area (sq. ft.)	2	2	2	2	2	2	2
Billboards	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed

Distinctive directional sign							
Located on city easements along road	6'	6'	6'	6'	6'	6'	6'
Maximum height above grade	10" x 36"	10" x 36"	10" x 36"	10" x 36"	10" x 36"	10" x 36"	10" x 36"
Maximum individual display surface area	2.5	2.5	2.5	2.5	2.5	2.5	2.5
Maximum total display surface area (sq. ft.)	6'	6'	6'	6'	6'	6'	6'
Electronic sign²							
Number allowed per platted lot	Not allowed	Not allowed	Not allowed	1	1	1	1
Location (distance from property line if freestanding)	Not allowed	Not allowed	Not allowed	10'	10'	10'	10'
Location (if hanging or projecting wall sign)	Not allowed	Not allowed	Not allowed	attached to bldg.	attached to bldg.	attached to bldg.	attached to bldg.
Location (if window sign)	Not allowed	Not allowed	Not allowed	window or door but not both	window or door but not both	window or door but not both	window or door but not both
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	Not allowed	12	12	12	12
Maximum height above grade if freestanding sign	Not allowed	Not allowed	Not allowed	6'	6'	6'	6'
Portable Sign	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed
Temporary community event sign³							
Number allowed per lot or tract per event	1	1	1	1	1	1	1
Maximum display surface/side (sq. ft.)	3	3	3	3	3	3	3
Maximum height above grade	42 inches	42 inches	42 inches	42 inches	42 inches	42 inches	42 inches

Sign type	C-4	G-1	P, P-1, P-2	CR Resorts	PDD	LI	ETJ and TR-1
Freestanding, single business					Unless otherwise stated in the PDD text		
Number allowed per platted lot	Not allowed	2	Not allowed	1*	1	1	1
Location (distance from property line)	Not allowed	10'	Not allowed	10'	10'	10'	10'
Maximum height above grade	Not allowed	8'	Not allowed	8'	8'	8'	8'
Maximum display surface area (sq. ft.)	Not allowed	32'	Not allowed	32'	32'	32'	32'
Freestanding, multitenant					Unless otherwise stated in the PDD text		
Number allowed per platted lot	Not allowed	Not allowed	Not allowed	1*	1	1	1
Location (distance from property line)	Not allowed	Not allowed	Not allowed	10'	10'	10'	10'
Maximum height above grade	Not allowed	Not allowed	Not allowed	10'	10'	10'	10'
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	Not allowed	32	32	32	32
ID or Logo					Unless otherwise stated in the PDD text		
Number allowed per business	1	Not allowed	Not allowed	Not allowed	Not allowed	1	Not allowed
Location (distance from property line)	runway side only	Not allowed	Not allowed	Not allowed	Not allowed	attached to bldg. within facade	Not allowed
Maximum display surface area (sq. ft.)	within facade 144	Not allowed	Not allowed	Not allowed	Not allowed	144	Not allowed

Site Development					Unless otherwise stated in the PDD text		
Number allowed per business	Not allowed	Not allowed	Not allowed	1	1	1	1
Location (distance from property line)	Not allowed	Not allowed	Not allowed	10'	10'	10'	10'
Maximum height above grade	Not allowed	Not allowed	Not allowed	8'	8'	8'	8'
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	Not allowed	64	64	64	64
Projecting wall					Unless otherwise stated in the PDD text		
Number allowed per business	1	1	1	1	1	1	1
Location (distance from property line)	attached to bldg.	attached to bldg.	attached to bldg.	attached to bldg.	attached to bldg.	attached to bldg.	attached to bldg.
Maximum height above grade	8'	8'	8'	8'	8'	8'	8'
Maximum display surface area (sq. ft.)	12	12	12	12	12	12	12
Hanging wall (see Section 4.808)					Unless otherwise stated in the PDD text		
Number allowed per business	1	1	1	1	1	1	1
Location	attached to bldg.	attached to bldg.	attached to bldg.	attached to bldg.	attached to bldg.	attached to bldg.	attached to bldg.
Maximum height above grade	12'	12'	12'	12'	12'	12'	12'
Maximum display surface area (sq. ft.)	24	24	24	24	24	24	24

Residential subdivision/subdivision development					Unless otherwise stated in the PDD text		
Number allowed per subdivision	Not allowed	Not allowed	Not allowed	1	1	Not allowed	1
Location (distance from property line)	Not allowed	Not allowed	Not allowed	10'	10'	Not allowed	10'
Maximum height above grade	Not allowed	Not allowed	Not allowed	8'	8'	Not allowed	8'
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	Not allowed	24	24	Not allowed	24
Political					Unless otherwise stated in the PDD text		
Number allowed per lot per candidate	1	1	1	1	1	1	1
Location (distance from property line)	10'	10'	10'	10'	10'	10'	10'
Maximum height above grade	8'	8'	8'	8'	8'	8'	8'
Maximum display surface area (sq. ft.)	36	36	36	36	36	36	36
Commercial real estate (site development of for sale)					Unless otherwise stated in the PDD text		
Number allowed per platted lot ¹	1	1	Not allowed	1	1	1	1
Location (distance from property line)	10'	10'	Not allowed	10'	10'	10'	10'
Maximum height above grade	8'	8'	Not allowed	8'	8'	8'	8'
Maximum display surface area (sq. ft.)	32	32	Not allowed	32	32	32	32

Sandwich Board					Unless otherwise stated in the PDD text		
Number allowed per business	Not allowed	1	Not allowed	1	1	1	1
Location (distance from property line)	Not allowed	10'	Not allowed	10'	10'	10'	10'
Maximum height above grade	Not allowed	8'	Not allowed	8'	8'	8'	8'
Maximum display surface area (sq. ft.)	Not allowed	6 per side	Not allowed	6 per side	6 per side	6 per side	6 per side
Menu Board					Unless otherwise stated in the PDD text		
Number allowed per platted lot	Not allowed	1 per business	Not allowed	1 per business	1 per business	1 per business	1 per business
Location (distance from property line)	Not allowed	10'	Not allowed	10'	10'	10'	10'
Maximum height above grade	Not allowed	6'	Not allowed	6'	6'	6'	6'
Maximum display surface area (sq. ft.)	Not allowed	8	Not allowed	8	8	8	8
Temporary Banner					Unless otherwise stated in the PDD text		
Number allowed per platted lot or event	1	1	1	1	1	1	1
Location	on premises	on premises	on premises	on premises	on premises	on premises	on premises
Minimum height above grade (if on bldg.)	6'	6'	6'	6'	6'	6'	6'
Minimum height above grade (if above street)	18'	18'	18'	18'	18'	18'	18'
Maximum display surface area (sq. ft.)	180	180	180	180	180	180	180

Residential real estate (for sale, lease, rent)					Unless otherwise stated in the PDD text		
Number allowed per platted lot (not adjacent to a golf course) [†]	1	1	Not allowed	1	1	Not allowed	1
Number allowed per platted lot (adjacent to a golf course)	2	2	Not allowed	2	2	Not allowed	2
Location (distance from property line)	5'	5'	Not allowed	5'	5'	Not allowed	5'
Maximum height above grade	5'	5'	Not allowed	5'	5'	Not allowed	5'
Maximum display surface area (sq. ft.)	3	3	Not allowed	3	3	Not allowed	3
Window sign					Unless otherwise stated in the PDD text		
Number allowed per leased premises	1	1	1	1	1	1	1
Location	window or door but not both	window or door but not both	window or door but not both	window or door but not both	window or door but not both	window or door but not both	window or door but not both
Maximum display surface area (sq. ft.)	24	24	24	24	24	24	24
Awning, canopy and marquee sign					Unless otherwise stated in the PDD text		
Number allowed per business	1	1	1	1	1	1	1
Location	canopy, awning or marquee	canopy, awning or marquee	canopy, awning or marquee	canopy, awning or marquee	canopy, awning or marquee	canopy, awning or marquee	canopy, awning or marquee
Minimum height above grade	8'	8'	8'	8'	8'	8'	8'

Public information sign					Unless otherwise stated in the PDD text		
Number allowed per platted lot	Not allowed	Not allowed	1	Not allowed	1	1	Not allowed
Location (distance from property line)	Not allowed	Not allowed	10'	Not allowed	10'	10'	Not allowed
Maximum height above grade	Not allowed	Not allowed	8'	Not allowed	8'	8'	Not allowed
Maximum display surface area (sq. ft.)	Not allowed	Not allowed	32	Not allowed	32	32	Not allowed
Residential nameplate					Unless otherwise stated in the PDD text		
Number allowed per residence	1	1	Not allowed	1	1	Not allowed	1
Location (distance from property line)	10'	10'	Not allowed	10'	10'	Not allowed	10'
Maximum height above grade	5'	5'	Not allowed	5'	5'	Not allowed	5'
Maximum display surface area (sq. ft.)	2	2	Not allowed	2	2	Not allowed	2
Billboards	Not allowed	Not allowed	Not allowed	Not allowed	Unless stated in the PDD text Not allowed		Not allowed
Distinctive directional sign					Unless otherwise stated in the PDD text		
Located on city easements along road	6'	6'	6'	6'	6'	6'	6'
Maximum height above grade	10" x 36"	10" x 36"	10" x 36"	10" x 36"	10" x 36"	10" x 36"	10" x 36"
Maximum individual display surface area	2.5	2.5	2.5	2.5	2.5	2.5	2.5
Maximum total display surface area (sq. ft.)	6'	6'	6'	6'	6'	6'	6'

Electronic sign²					Unless otherwise stated in the PDD text		
Number allowed per platted lot	Not allowed	2	Not allowed	2	2	2	2
Location (distance from property line if freestanding)	Not allowed	10'	Not allowed	10'	10'	10'	10'
Location (if hanging or projecting wall sign)	Not allowed	attached to bldg.	Not allowed	attached to bldg.	attached to bldg.	attached to bldg.	attached to bldg.
Location (if window sign)	Not allowed	window or door but not both	Not allowed	window or door but not both	window or door but not both	window or door but not both	window or door but not both
Maximum display surface area (sq. ft.)	Not allowed	12	Not allowed	12	12	12	12
Maximum height above grade if freestanding sign	Not allowed	6'	Not allowed	6'	6'	6'	6'
Portable Sign	Not allowed	Not allowed	Not allowed	Not allowed	Unless stated in the PDD text Not allowed	Not allowed	Not allowed
Temporary community event sign³					Unless otherwise stated in the PDD text		
Number allowed per lot or tract per event	1	1	1	1	1	1	1
Maximum display surface/side (sq. ft.)	3	3	3	3	3	3	3
Maximum height above grade	42 inches	42 inches	42 inches	42 inches	42 inches	42 inches	42 inches
<p>“Open House” signs not more than one (1) per intersection leading to the location of the house may be placed off premises beginning at 4:00 p.m. on Fridays through Sunday and on Mondays during three-day weekends. One “open house” sign may be placed at the location of the open house on Mondays until 4:00 p.m. on Fridays provided a representative of the owner or a realtor is present during public viewing hours.</p> <p>¹A thru lot may have a one sign on the rear street and one sign on the front street.</p> <p>²The message shall have a display time of at least one minute and cannot be intermittent or have flashing or moving lights.</p> <p>³Such sign shall be erected no sooner than 14 days preceding the event and shall be removed no later than one day following the event. The property owner on which the sign is located must give permission to post the sign. These signs shall not be placed in public or private street right of way or on public property without the permission of the city council.</p> <p>⁴All ground signs shall display postal address numbers a minimum four inches (4") tall at the top of the sign.</p>							

TABLE B

Design Requirements				
	Lighting	Materials	Support Structure	Landscaping
Freestanding, single business	Internal or external	Synthetic, wood or stone	Wood or stone	Required ²
Freestanding, multitenant	Internal or external	Synthetic, wood or stone	Wood or stone	Required ²
Projecting wall	Internal or external	Synthetic, wood or stone	Metal mounting hardware	Not required
Hanging wall	Internal or external	Synthetic, wood or stone	Metal mounting hardware	Not required
Residential subdivision	External only	Wood or stone	Wood or stone	Required ²
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 ²
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 ²
Residential nameplate	External only	Wood, metal or stone	Metal mounting hardware	Not required
² Required xeriscaping with native Central Texas plantings.				

CHAPTER 5

~~FIRE PREVENTION AND PROTECTION SIGNS~~

ARTICLE 5.100 FIRE CODE ADOPTED

Sec 5.101 Adoption Of International Fire Code

- (a) ~~The following is hereby adopted as the fire code of the city, for the purpose of regulating and governing the safeguarding of life and property from fire, medical, and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy or use of buildings and premises as herein provided; providing for the issuance of permits and inspections and collection of fees therefor; and each of all of the regulations, provisions, penalties, conditions, and terms of said fire code on file in the office of the city secretary are hereby referred to, adopted and made a part hereof, as if fully set out herein, with the additions, insertions, deletions, and changes, if any, prescribed.~~
- (1) ~~The 2012 International Fire Code (the “IFC”) and appendices B, C, D, E, F, G, H, I, and J, promulgated by the International Code Council, Inc.~~
- (2) ~~For the purpose of determining the types of construction referred to in appendix B and other relevant sections of the IFC, the definitions and descriptions of types of construction provided in the 2012 International Building Code (the “IBC”) shall be used.~~
- (b) ~~This article, together with all provisions incorporated in this article by reference shall constitute the fire code of the city (“fire code”).~~
- (c) ~~This article will, to the extent reasonable, be construed in a manner consistent with the International Fire Code, as adopted herein and the amendments, revisions, and modifications made herein. If there is a conflict between this article and the International Fire Code, this article will prevail.~~

Sec 5.102 Administration

- (a) ~~The individuals or entities designated from time to time by the city as the fire code official, together with such assistants and agents as the fire code official may designate (“FCO”), are authorized to enforce the city’s fire code, to take all actions required or authorized in provisions incorporated in this article by reference, and to conduct all inspections, review all plans, and accept all applications for a permit or approval authorized or required by the terms of the city’s fire code.~~
- (b) ~~The FCO shall submit monthly activity reports to the city, covering inspection, review, and enforcement activities conducted during the prior month. The FCO shall keep an accurate account of all fees, fines, and other funds collected and received pursuant to this article, the names of the persons upon whose account the same were paid, the date and amount thereof, together with the location of the building or premises to which they relate.~~
- (c) ~~Approved plans, specifications, and other reports required by this article shall be maintained in the central offices of the fire department for a period of not less than five (5) years following the date~~

~~such document was submitted to the district or prepared by the district, as applicable, or as otherwise permitted under the Texas Records Retention Act or other applicable law.~~

- ~~(d) Any fees, fines, or other funds collected and received pursuant to this article shall be and remain the property of the individual or entity designated from time to time by the city in applicable agreements.~~

See 5.103 Right Of Entry

- ~~(a) In addition to the authority allowed under the city's fire code, or applicable law, whenever it is necessary to make an inspection or to enforce any of the provisions of the city's fire code for the prevention of fires, medical, or other emergencies, the FCO shall have the authority to inspect any structure, appurtenance, fixture, or other property located in the city.~~
- ~~(b) No owner or occupant or any other person having authority to control access to any building or premises shall fail or neglect, after request for entry is made as provided for herein or in the fire code, to promptly permit entry therein by the FCO for the purpose of inspection and examination pursuant to the fire code. The city or the FCO, may take any action, at law or in equity, available under the fire code to enforce this section and applicable statute, law, rule, ordinance, or regulation.~~

See 5.104 Identification Of City, Council, And Appellate Body

- ~~(a) Whenever the terms "jurisdiction," "authority having jurisdiction," "department," or "department of fire prevention" are used in the IFC, same will be a reference to the city and the individuals or entities designated from time to time by the city. All regulatory authority established by the provisions of the IFC incorporated in this article is established for the city.~~
- ~~(b) Any reference in the provisions of the IFC incorporated in this article to the "executive body" shall be a reference to the city council.~~
- ~~(c) Any reference in the provision of the IFC incorporated in this article to the "board of appeals" or other appellate body established by the IFC, shall be reference to the appellate body as otherwise provided for herein.~~

See 5.105 Appeals

- ~~(a) The city council shall appoint five (5) residents or owners of businesses in the territory of the city to serve as members of an appellate body to hear and decide the complaint of any person aggrieved by a decision of the FCO, regarding any request for a permit, certificate, or approval, any decision to stop work, or stop use, and any decision to abate, repair, rehabilitate, demolish, or remove an unsafe structure or premises. Three members of an appellate panel shall constitute a quorum, and in modifying an order of the FCO, a majority of the panel hearing an appeal shall be required for any decision of the appellate panel hearing an appeal. Members of the appellate body shall serve until removed or until their successor is appointed.~~
- ~~(b) An appellate panel of not less than three (3) members of the appellate body shall hear the timely appeal of any decision of the FCO described in herein. A request to appeal such a decision shall be submitted in writing addressed to the city manager of the city and forwarded to the mayor at the city's administrative offices not more than thirty (30) days after the date of the decision or action that is the subject of the appeal, with an outline of the basis for appeal and any legal or other reasons therefor. Any appeal after thirty (30) days shall be deemed moot and decision of the FCO~~

~~after said thirty (30) days shall be fully complied with by an appellant. A request to appeal shall include the name, mailing address, email address, if any, telephone number, or facsimile number of the appellant for the purpose of receiving notice of a hearing on the appeal or other necessary purposes. A notice of appeal shall not stay the decision or action from which the appeal is taken.~~

- ~~(c) The city manager shall appoint an appellate panel to hear an appeal not less than five (5) days and not more than thirty five (35) days after receipt of the request to appeal. The hearing of such appeal shall be scheduled not later than twenty one (21) days following the date on which the city manager appoints the appellate panel to hear the appeal. An appointment of an appellate panel may include alternate appointments in the event that one or more appointees are unable to serve at the place and time scheduled for the appeal hearing.~~
- ~~(d) Except as provided in subsection (g), below, the city manager shall serve written notice of the date, time, and place of the appeal hearing not less than ten (10) days prior to the date of the hearing.~~
- ~~(e) The appellant shall be entitled to present evidence in support of the appeal and to cross-examine opposing witnesses. The FCO shall be entitled to present evidence in support of such decision or action and to cross-examine witnesses. The appellate panel shall make all determinations regarding the admissibility of evidence and credibility of witnesses, and may make reasonable rulings regarding the conduct of the hearing and the manner that evidence is presented. The appellate panel may be assisted by legal counsel for the city in making evidentiary rulings and determining reasonable procedures for conduct of the hearing.~~
- ~~(f) The appellate panel may affirm, reverse, or modify the decision from which an appeal is taken, subject to the provisions of section 108.2, IFC. The decision of the majority of the appellate panel shall be the final decision of the appellate panel. The panel may reverse a decision only if, in the opinion of the majority: (1) the decision appealed is manifestly unjust; or (2) special circumstances make strict application of the rule that is the basis of the original decision impractical and the reversal of the decision is in conformity with the intent and purpose of the fire code; and such reversal would not result in a greater threat of danger to life or safety. The appeal panel shall have no authority to waive requirements of the fire code, and the economic hardship of the applicant shall not be a basis for any decision of the appeal panel.~~
- ~~(g) If the FCO determines in a written order served on the owner of property that a structure constitutes an imminent threat to the life or safety of any persons, the FCO may require the demolition or removal of such structure not later than ten (10) days following the date notice of such order is served on the owner of the affected property. Such owner may request an emergency appeal of such decision in writing delivered to the central administrative offices of the city at any time prior to the expiration of such ten-day period. In such event, the city manager is authorized to appoint an appellate panel and schedule a hearing of such appeal as soon as practicable and serve notice of the time, date and place of such appeal on such owner not less than two (2) days prior to the date of the hearing of such appeal.~~

Sec 5.106 Permits And Fees

~~The fees applicable for permits, approvals, inspections, and other related fees shall be established from time to time by the city council as set forth in section 113.2 of the IFC by resolution. The city may require an owner or agent who applies with the city for any permits, approvals, or inspections to pay any additional costs related to any reviews of said permits, approvals, or inspections by third parties or otherwise.~~

Sec 5.107 Penalties

~~The city shall be entitled to bring a civil action, at law or in equity, as set forth in the city's fire code for the enforcement of the fire code in any court of competent jurisdiction to enjoin any violation of the fire code, or to impose a civil penalty in an amount not more than two thousand dollars (\$2,000.00) per day that a violation of this the fire code continues. Each day a violation continues after due notice has been served shall be deemed a separate offense hereunder. This section shall be in addition to any rights or remedies provided by section 109 of the IFC.~~

Sec 5.108 Amendments To The International Fire Code

The following sections are hereby revised and amended as follows:

~~**Section 101.1 Title.** These regulations shall be known as the fire code of the City of Lago Vista, Texas, and referred to as "this code" or "fire code."~~

~~**Section 104.7.3** The FCO is authorized to require the owner or agent to provide, without charge to the jurisdiction and at the sole cost and expense of the owner or agent, a third party review for permits, approvals, inspections, or plans submitted to the city for approval. Any third party review required by the city will be conducted by an entity of the FCO's choice.~~

~~**Section 108.3 Qualifications.** The board of appeals may consist of members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems, and are not employees of the city.~~

~~**Section 109.4** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of this code or the approved construction documents or directive of the FCO, or of a permit or certificate used or issued under provisions of this code, shall be guilty of a class C misdemeanor, as defined in the Texas Penal Code section 12.23, punishable by a fine in accordance with the general penalty provision set forth in section 1.109 of the city's code, and each day that a violation continues after due noticed has been served shall be deemed a separate offense. A culpable mental state for this offense is hereby specifically waived, and no culpable mental state is required for a conviction hereunder. The city shall also be entitled to bring a civil action for the enforcement of this code in any court of competent jurisdiction to enjoin any violation of this code or to impose a civil penalty in an amount of two thousand dollars (\$2,000.00) per day that a violation of this code continues. Each day a violation continues after due notice has been served shall be deemed a separate offense hereunder.~~

~~**Section 111.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a class C misdemeanor, as defined in the Texas Penal Code section 12.23, punishable by a fine in accordance with the general penalty provision set forth in section 1.109 of the city's code, and a culpable mental state is hereby explicitly waived for any offense hereunder. Each day that a violation continues after due notice has been served shall be deemed a separate offense. The city shall also be entitled to bring a civil action for the enforcement of this code in any court of competent jurisdiction to enjoin any violation of this code or to impose a civil penalty in an amount of two thousand dollars (\$2,000.00) per day that a violation of this code continues. Each day a violation continues after due notice has been served shall be deemed a separate offense hereunder.~~

~~**Section 202, General Definitions.** "Fireworks display" is amended to read as follows:~~

~~FIREWORKS DISPLAY. A presentation of fireworks for a public display gathering, as approved by the city.~~

~~**Section 503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than twenty five (25) feet, exclusive of shoulders, except for approved security gates in accordance with section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.~~

~~Exception: Widths less than twenty five (25) feet as approved in writing by the FCO and with additional or other fire control measures as may be deemed necessary by the FCO.~~

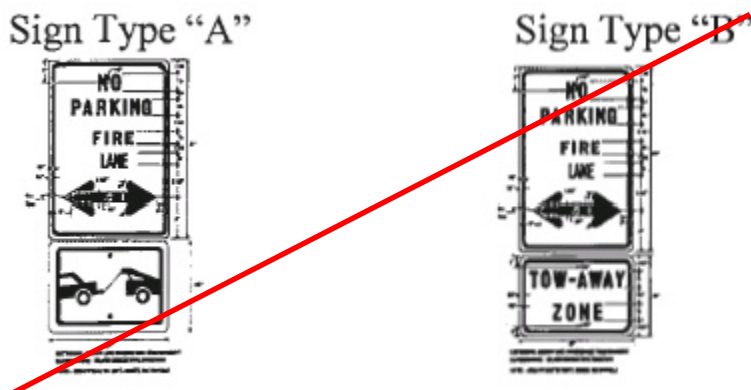
~~**Section D103.3 Turning radius.** Fire apparatus access roads shall be designed with an appropriate twenty five (25) foot inside turning and a fifty (50) foot outside turning radius at turns to accommodate any operational fire department apparatus.~~

~~Exception: Radius less than twenty five (25) feet inside or fifty (50) feet outside as approved in writing by the fire code official.~~

~~**Section D103.6.** Where required by the FCO, fire apparatus access roads shall be marked as follows:~~

~~Where curb and guttering exists, all of fire apparatus access roads shall be painted red and be conspicuously and legibly marked with the warning "FIRE LANE TOW AWAY ZONE" in white letters at least three inches tall, at intervals not exceeding thirty five (35) feet.~~

~~Where no curb and guttering exists, fire apparatus access roads shall be marked with permanent FIRE LANE TOW AWAY ZONE signs at intervals not exceeding fifty (50) feet. Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. Signs shall be posted on one side or both sides of the fire apparatus road as required by section D103.6.1 or D103.6.2.~~



~~**Section 307.2 Open or Outdoor Burning—Notification, permission, or permit required.**~~

- ~~(a) Permit required. For any outdoor burning, a permit shall be obtained from the FCO in accordance with section 105.6 prior to kindling a fire for any purpose, including, but not limited to, recognized silvicultural or range or wildlife management practices, prevention, or control of disease or pests, a bonfire, or any other outdoor burning within the city, except as permitted herein. All outdoor burning authorized within the city shall be conducted in full compliance with all applicable statutes, rules, or regulations, including the fire code, and in the case of conflict between any other applicable statute, ordinance, rule, or regulation, the more stringent provision shall prevail.~~

~~The following are exceptions to the requirements for a permit set forth above:~~

- ~~(1) Other than for outdoor burning for noncommercial preparation of food at a private residence, and only in a manufactured, closable grill, smoker, or similar device in accordance with manufacturer's instructions or in pre-fabricated grills specifically designed for such purposes at a public or private park; and~~
- ~~(2) Warming fires at a private residence, but only in portable or fixed containers, fireplaces, or fire pits specifically manufactured or constructed for warming fires in accordance with the manufacturer's or builder's instructions, and only so long as such fires are not offensive or objectionable to third parties due to atmospheric conditions or local circumstances that make such fires otherwise hazardous, the container, fireplace, or fire pit is on open soil or a concrete slab, fire extinguishing equipment, such as dirt, sand, a water barrel, garden hose, or fire extinguisher is available for immediate utilization, the container, fireplace, or fire pit is constructed or used to prevent the escape of sparks, embers, and other combustion materials, and such fires are constantly monitored and attended by at least one person of at least 18 years of age until the fire is extinguished.~~

~~(b) Outdoor burning permit procedure.~~

- ~~(1) All outdoor burning conducted within the city must be authorized, shall require a permit, and may require an on-site visit prior to initiating any outdoor burning. The individual responsible for the outdoor burning shall contact the local fire department at (512)267-0080, Monday through Friday, 8:00 a.m. 5:00 p.m. for notification and instructions. After the request is received, the fire code official or fire department official may conduct an on-site inspection, if required, and permission may be granted to conduct the burn if said burn can be conducted in a safe manner and such burn is in compliance with all applicable statutes, laws, rules, or regulations, including the Texas Clean Air Act and the Texas Outdoor Burning Rule, title 30, Texas Administrative Code (30 TAC), sections 111.201-111.221. Open burning for residential maintenance, which is defined herein as grass, leaves, hedge, and branch trimmings generated from a residential property only, does not require a permit fee, if such burning is occasional and not commercial in nature.~~
- ~~(2) Any open or outdoor burning other than that intended for residential maintenance described above, i.e. lot or landclearing, prescribed burning, or if in the code official's opinion any request that exceeds acceptable height, size or frequency, shall require a permit and payment of applicable permit fees. Application for such approval(s) shall only be issued to the owner or tenant of the land upon which the fire is to be kindled and from which the items to be burned are generated. At no time may any item be burned which is prohibited by applicable statute, law, ordinance, rule, or regulation.~~
- ~~(3) Open burning site requirements:~~
 - ~~(A) Site inspected or approved by the fire code official or a fire department official.~~
 - ~~(B) Telephone available on site to contact 9-1-1.~~
 - ~~(C) Proposed burn site is at least 300 feet from any adjacent properties which have residential, recreational, commercial, or industrial use.~~

- ~~(D) Wind and/or other environmental conditions are favorable as determined by fire code official.~~
- ~~(E) Cannot burn prohibited items.~~
- ~~(F) Proposed burn site is manageable size and height as determined by fire code official.~~
- ~~(G) Approved water source or extinguishing equipment available at burn site.~~
- ~~(H) Burn site is downwind or at least 300 feet from any occupants that might be sensitive to smoke.~~
- ~~(I) Applicant informed of burn regulations.~~
- ~~(J) Applicant must abide by any additional requirements provided by the fire code official.~~
- ~~(K) When issued, all permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous place on the premises, or shall be kept on the premises' location designated by the fire code official.~~

~~**Section 307.2.1 Authorization.** All outdoor burning shall be done in accordance with Texas Outdoor Burning Rule title 30 Texas Administrative Code (30 TAC) sections 111.201–111.221. If a conflict should arise between this code and the Texas Outdoor Burning Rule, title 30 Texas Administrative Code (30 TAC), sections 111.201–111.221, then the more stringent rule shall apply. Where required by state or local law or this code, open or outdoor burning shall only be authorized with prior approval from the state or local air and water quality management authority or other authorities having jurisdiction, provided that all conditions specified in the authorization are followed. If issued, permits may be revoked at any time by the fire code official if any conditions or limitations set forth in the permit have been violated. This action, if taken, may result in fines, penalties as set forth herein, or additional fees issued by the city.~~

~~**Section 906.1 Where required.** Portable fire extinguishers shall be installed in the following locations.~~

- ~~(a) In all group A, B, E, F, H, I, M, R-1, R-2, R-4, and S occupancies.~~
- ~~(b) Within 30 feet (9144mm) of commercial cooking equipment.~~
- ~~(c) In areas where flammable or combustible liquids are stored, used or dispensed.~~
- ~~(d) On each floor of structures under construction, except group R-3 occupancies, in accordance with section 1415.1.~~
- ~~(e) Where required by the sections indicated in table 906.1.~~
- ~~(f) Special hazard areas, including but not limited to laboratories, computer rooms and generator rooms, where required by the fire code official.~~

~~**Section C105.1 Hydrant spacing.** Where required by section 508.5.1, a minimum of one (1) hydrant within 300 feet of all portions of exterior walls (first floor), a second hydrant within 500 feet of all portions of exterior walls (first floor). This measurement is taken around the perimeter of the building and down the access road to the hydrant (measurement not taken as a radius).~~

~~**Exception:** The fire code official is authorized to accept a deficiency of up to 10 percent where existing fire hydrants provide all or a portion of the required fire hydrant service.~~

~~Regardless of the average spacing, fire hydrants shall be located such that all points on streets and access roads adjacent to a building that are within the distances listed in table C105.1.~~

~~**Section C105.2 Installation.** Fire hydrants must be installed with the center of the four (4) inch steamer opening at least 18 inches above finished grade. The four (4) inch opening must face the driveway or street and must be totally unobstructed to the street. Set back from the face of the hydrant to back of the curb shall be in accordance with City of Bertram Standards except that on private property, set back shall be three (3) to six (6) feet to avoid vehicular damage, unless specifically approved by the fire chief.~~

~~**Section 105.3.3 Occupancy prohibited before approval.** The building or structure shall not be occupied prior to the fire code official issuing a permit or certificate that indicates that applicable provisions of this code have been met for any new structure or a change in an existing occupancy, and any other necessary permits or certificate have been issued by the appropriate authority.~~

~~**Section 503.6 Security gates.** The installation of security gates across a fire apparatus road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation, including a means of operation without power and a means of operation with a Knox Box. The security gates and emergency operation shall be maintained at all times. A single gate serving two-way traffic shall be 25 feet in clear open width. When two gates are installed and each only serves one direction of travel, they shall be 15 feet in clear open width each. This code pertains to new and existing gates.~~

~~**Section 505.1 Address numbers.** The portion of this section is hereby amended to change the minimum size of Arabic numerals and letters to 6 inches. If a building is located more than 150 feet from the street, an address shall be posted at the street entrance.~~

~~**Section 2305.5 Fire extinguishers.** Approved portable fire extinguishers complying with section 906 with a minimum rating of 4 A:40 B:C shall be provided and located such that an extinguisher is not more than 75 feet (22860mm) from pumps, dispensers or storage tank fill pipe openings.~~

~~**Section 5601.1.3 Fireworks.** The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.~~

~~**Exceptions:** The use of fireworks for fireworks display as allowed in section 5608.~~

~~**Section 5706.2.7 Portable fire extinguishers.** Portable fire extinguishers with a minimum rating of 4-A:40BC and complying with section 906 shall be provided where required by the fire code official.~~

~~**Section 5704.2.9.6.1 Locations where above-ground storage tanks are prohibited.** Storage of class I and II liquids in above-ground tanks outside of buildings is prohibited, except as allowed in zoning classifications C-3 and C-4, or as otherwise allowed by the city.~~

~~**Section 5706.2.4.4 Locations where above-ground storage tanks are prohibited.** Storage of class I and II liquids in above-ground tanks outside of buildings is prohibited, except as allowed in zoning classifications C-3 and C-4, or as otherwise allowed by the city.~~

~~**Section 5806.2 Limitations.** Storage of flammable cryogenic fluids in stationary containers outside of buildings is allowed only in areas allowed by the city.~~

~~**Section 6104.2 Maximum capacity within established limits.** Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity shall not exceed the water capacity in gallons as may be allowed by the city.~~

Sec 5.109 References To Other Codes

~~Any reference in the IFC (or other provision incorporated in this article) to compliance in a manner provided in a building code, electrical code, plumbing code, or mechanical code shall be followed to the extent that the provision of such other code is incorporated in this article or the fire code by reference and to allow for the proper interpretation and enforcement of this article and the fire code.~~

ARTICLE 5.200 LIFE SAFETY CODE

Sec 5.201 Adoption Of Code And Handbook

~~The city council hereby adopts the National Fire Protection Association's Life Safety Code Handbook, 2012 edition and the National Fire Protection Association's NFPA 101 Life Safety Code, 2012 edition.~~

Sec 5.202 Enforcement

~~The office of the city fire marshal is hereby charged to enforce the provisions of the National Fire Protection Association Life Safety Code Handbook, 2012 edition and the National Fire Protection Association's NFPA 101 Life Safety Code, 2012 edition.~~

Sec 5.203 Penalties And Fines

~~Any person or business entity upon conviction in municipal court shall be found guilty of a misdemeanor and upon such conviction shall be fined in accordance with the general penalty provision set forth in Section 1.109 of this code.~~

Section 1. Purpose

The purposes of this chapter are to provide uniform sign standards that:

- (a) Promote community pride and a positive image of the City;
- (b) Protect the rights of persons and businesses to freedom of speech under State of Texas [Texas Constitution Article I, Section 8] and federal [United States Constitution, First Amendment] law;
- (c) Ensure consistency with State statutes relating to sign regulation;
- (d) Facilitate economic development;
- (e) Reduce the confusion and traffic hazards that result from excessive and prolific use of sign displays;
- (f) Promote public safety and protect persons and property by ensuring that signs do not create a hazard by:
 - (1) Collapsing, catching fire, or otherwise deteriorating or decaying;
 - (2) Confusing or distracting motorists; or

- (3) Impairing drivers' ability by obstructing the awareness or visibility of pedestrians, obstacles, or other vehicles, or to read traffic-control devices or signs.
- (g) Control the number, size, height, location, lighting, and design characteristics of signs to avoid visual clutter which leads to decline in the community's appearance and property values, and reduces the effectiveness of the signs;
- (h) Clearly identify various sign types by their physical and structural characteristics in order to make the regulations easy to use, while promoting the City's goals and objectives relating to the design, appearance, and economic effectiveness of signs;
- (i) Address the latest and emerging technologies in the sign industry, such as electronic message centers and other types of illuminated signs, in a way that allows persons and businesses to convey and communicate while also:
 - (1) Protecting the use and character of neighborhoods;
 - (2) Enhancing the function and appearance of the City's commercial corridors; and
 - (3) Promoting the City's character and design objectives.
- (j) Recognize the unique impact of off-premise advertising on public safety, visual aesthetics, and quality of life, by restricting new off-premise signs and minimizing the impact of existing off-premises signs;
- (k) Implement the City's Comprehensive Plan; and
- (l) Coordinate the City's sign regulations with the applicable zoning districts in order to protect and promote the purpose and character of those districts.

Section 2. 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. An "official sign" that is designed, intended, or used to inform or advertise to the spectators of an athletic event.

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.

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 sign made of fabric or non-rigid material. “Banner signs” include banner flags and feather flags, consisting of a banner attached to a rigid pole which is often curved and usually placed on or in the ground. “Banner signs” also include individual devices or a series of attention getting devices such as streamers and pennants designed to respond to wind current.

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.

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

Electronic Sign. A programmable display as a freestanding, hanging wall, or window sign. See Section 9 below.

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. A surface that includes the entirety of the window and wall area of a specific building elevation.

Fine Art. Sculpture fountains, or similar objects or displays without a literal element or commercial logo, and which are not solely related to the economic interests of the speaker and its audience.

Flag. A piece of fabric or other flexible material customarily mounted on a pole or similar freestanding structure, other than a “banner sign,” banner flag, or feather flag.

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 and is not an electronic sign.

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.

Ground Sign. A permanent 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.

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.

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

Nonconforming Sign. Any sign which does not conform to all provisions of this chapter, including the issuance of a permit, but which was lawfully constructed, installed, or erected on the effective date of the applicable regulation.

Official Sign. Any sign or signs of a duly constituted governmental body, public utility, or public and quasi-public institution, 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. “Official signs” include signs that direct attention to a school, hospital, or similar institution including government authorized memorials, markers or signs within a public right-of-way, but do not include either permanent or temporary signs used to identify the location of a utility infrastructure component.

Off-Premises Sign. A sign displaying advertising that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located.

On-Premises Sign. Any sign other than an “off-premise sign.”

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 (Election) Sign. A temporary sign or any other similar written form of advertising 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.

Portable Sign. Any sign supported by the ground or structure that is usually designed to be transportable, easily removed and otherwise moved or carried about and reused numerous times at different locations. Portable signs include but are not limited to signs mounted on a trailer or wheeled carrier, signs equipped with skids or wheels, signs mounted on a motorized or non-motorized vehicle, or signs mounted to other portable structures such as A-frames or T-frames. Portable signs do not include a “banner sign” or a “sandwich board sign” unless located in or on a vehicle or otherwise includes a means for it to be transported.

Premises. A lot or tract within the city or its extraterritorial jurisdiction

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.

Roof Sign. A sign erected upon or above a roof or parapet of a building or structure.

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. An outdoor structure, sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other thing that is designed, intended, or used to advertise or inform.

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.

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 or parapet to which the sign is attached. For the purpose of this section, an awning, canopy, fascia, mansard, or a parapet that has the appearance of being part of a mansard roof that extends along a building side shall be considered a part of the wall. The roof and roof area are not included in the wall area.

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.

Section 3. First Amendment Rights

This Chapter shall not be construed, applied, interpreted nor enforced in a manner to violate the first amendment rights of any person. If uncertainty exists on this issue prior to taking any action to enforce any provision of this article with respect to any noncommercial sign or speech by any person, the City shall seek the advice and recommendation of the City Attorney. This prohibition shall not preclude the City from taking any legal action against a sign that is obscene or profane.

Section 4. Compliance Required

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

Section 5. Exemptions

The following signs shall be exempt from the requirements of this Chapter:

- (a) Official signs in accordance with Section 2 above;
- (b) Memorial signs or markers, including headstones on private property;
- (c) Works of fine art in accordance with Section 2 above;
- (d) Small freestanding or hanging wall signs, not exceeding six (6) square feet in surface display area, displayed on private property for the convenience of the public, such as to identify entrance and exit drives, parking areas, one-way drives, restrooms, freight entrances, significant business information and similar information;

- (e) Scoreboards and other similar signs or forms of advertisement within or immediately adjacent to publically owned athletic stadiums or fields that are not intended for view from a public street;
- (f) Temporary or permanent signs that public utility companies or construction companies erect to warn of danger or hazardous conditions, including signs indicating the presence of underground cables, gas lines, and similar devices;
- (g) Wayfinding and directional signs, not to exceed six (6) square feet in display surface area located on a golf course;
- (h) Letters, numbers, or symbols that are not legible from 20 feet or less away;
- (i) Sponsorship signs or similar forms of advertisement that are placed in parks and golf courses for less than seven days and associated with an event at that location, that are authorized by the park or golf course owner; and
- (j) Holiday lights and ornaments.

Section 6. Prohibitions

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

- (a) Posting, painting, or otherwise exhibiting 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;
- (b) Painting, marking, writing on, spraying, posting or otherwise affixing 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;
- (c) Placing or causing 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 ten (10) or more of the handbills are found scattered about that the wind was the cause of the scattering;
- (d) Erecting, maintaining, painting, or spraying any sign, or other message or advertising upon a tree, rock, or other natural feature in order to preserve the full contribution of these natural features toward the aesthetic quality of the City;
- (e) Removing, altering, changing, or obscuring any official sign or other similar official tag, permit, sticker, or identification without approval of the City;
- (f) Erecting any sign in the rights-of-way or which would otherwise pose a risk to public safety or health, except official signs and those allowed by state law;
- (g) Erect any sign whereby 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;

- (h) For any individual, organization, or business to erect a banner sign with a display area greater than six (6) square feet for more than 60 cumulative days within any calendar year, except as otherwise explicitly allowed herein;
- (i) Erect an off-premise sign;
- (j) Erect, place, maintain, alter, or relocate a sign within the City or its extraterritorial jurisdiction in violation of the provisions of this article;
- (k) Erect a portable sign, roof sign, snipe sign, balloons/forced air or inflatable sign;
- (l) Erect any sign that has moving parts or flashing, moving or intermittent lights;
- (m) Attach or place a sign on a junked vehicle on public or private property;
- (n) Erect a political (election) sign in violation of state law or contrary to the standards within Table A below;
- (o) Erect a sign or notices on City property, within a public right-of-way, or within a public utility or drainage easement without approval of the City Council;
- (p) Fail to remove a political (election) sign within ten (10) days after the event to which it relates, or a temporary banner in violation of this chapter;
- (q) Fail to remove an illegal nonconforming sign as described in this chapter; or
- (r) Erect any sign not permitted by this chapter.

Section 7. Loss of Nonconforming Status

- (a) Any sign that was lawfully erected, constructed, or installed prior to the effective date of an applicable section of this chapter, but does not conform to all current provisions.
- (b) A nonconforming sign or sign structure loses its status as a legal sign under any of the following conditions:
 - (1) The sign or sign structure no longer identifies or advertises a bona fide business, service, owner, product, or activity, advertises or identifies a business that has been closed or has ceased operations, advertises or identifies goods, products, services or facilities that are no longer available to the public for a period of one year, unless the premises containing the sign or sign structure is leased in which case the sign or sign structure loses its legal nonconforming status in two years;
 - (2) The sign pertains to a time, event or purpose which no longer applies;
 - (3) The sign is dismantled, damaged, or deteriorated to the extent that the cost of maintenance or repairing the sign is more than fifty (50) percent of the cost of a substantially similar replacement at the same location (exclusive of the cost of modifying the display);
 - (4) The sign has been moved to any extent unless the moving was due to installation, maintenance or repair of public streets or utilities;

- (5) The structure of the sign has been altered in any way except for normal wear, routine painting, or repair; or
 - (6) The sign, or a substantial part of it, is blown down or otherwise destroyed or dismantled for any purpose other than maintenance operations or for changing the letters, symbols, or other matter on the sign.
- (c) It is the declared purpose of this article that all privately owned illegal nonconforming signs shall either conform to the provisions of this article or be removed.
 - (d) At the City's option, nonconforming signs may be removed in accordance with the provisions of Chapter 216 of the Texas Local Government Code.

Section 8. On-Premises and Off-Premises Signs

- (a) Off-premises signs are prohibited except as follows, or as otherwise explicitly authorized by this chapter:
 - (1) Official signs (see Section 2 and 5 above);
 - (2) Golf courses may have off-premises signs in accordance with Section 5 above;
 - (3) Athletic field signs in accordance with Section 5 above;
 - (4) Political (election) signs in accordance with state law (see Section 6 above and Table A below).
- (b) Off premise signs as defined in Section 2 above cannot be considered an on-premise sign for the purpose of this chapter.

Section 9 Design Requirements

- (a) All signs erected in the City shall conform to the requirements prescribed in Table A of this chapter and shall be constructed in a workmanlike manner:
- (b) Electronic and Changeable Copy (Variable Message) Signs.
 - (1) Generally. Because of the potential for this type of sign to create a traffic safety hazard resulting from unregulated distractions and to compromise the community aesthetic more significantly than a static sign of a similar size and type, additional design standards and restrictions are warranted.
 - (A) Electronic signs or Electronic message centers (EMCs) and manual changeable copy may only be used as part of monument signs and canopy signs where indicated in Table A, pursuant to the standards of this section.
 - (B) No sign structure that includes a manual changeable copy sign may also include an EMC.
 - (C) All EMC and manual changeable copy signs are also subject to all general illumination standards as set forth in the code of ordinances (See Article 3.800 of Chapter 3).

(2) Electronic Message Centers (EMCs).

(A) Generally. The maximum size of the sign is based on the type as specified in Table A, while the EMC reader panel area is included in that maximum allowable display area, notwithstanding any further restrictions contained in this section.

(B) Illumination.

(i) Light trespass. All message center signs that are directly illuminated shall include a sensor or other device that automatically determines the ambient illumination and is programmed to dim according to the ambient light conditions, or that can be adjusted to comply with the maximum light intensity limitations in Article 3.800 of Chapter 3. In areas zoned for any type of residential district or use, a trespass limit of 0.1 footcandles shall be enforced at the property line.

(ii) Technology. The technology currently being deployed for EMCs is LED (light emitting diode), but any technology that complies with the illumination standards is permitted.

(iii) Spacing. EMCs shall have a minimum spacing of:

(1) At least 50 feet between the EMC and the property line of any residential use or district, or a use permitted in the U-1 zoning district (see Table B of Chapter 14) and shall not be operational between the hours of 12:00 a.m. and 5:00 a.m. The distance is calculated as the shortest measurable distance between the edge of the sign and the property line of the use or zoning district.

(2) At least 50 feet between any two (2) EMCs on separate lots or tracts of land.

(3) Design requirements.

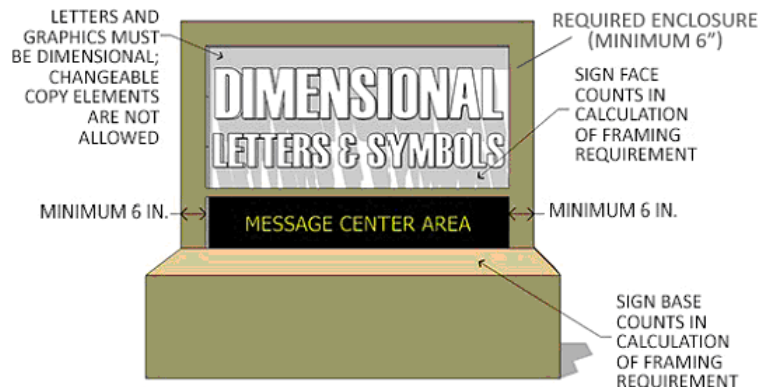
(A) Percentage of sign area. EMCs, including their frames, shall comprise no more than seventy-five (75) percent of the sign area of a monument sign and a maximum of twelve (12) square feet of a canopy sign. The balance of the sign display area shall consist of permanent, dimensional letters or symbols.

Figure 1
Electronic Message Center Maximum Face Area for Monument / Canopy Signs



- (B) Minimum display time. Each static message on the sign must be displayed for a minimum of eight seconds duration. Message changes shall be completed within one (1) second.
- (C) Digital copy. EMCs shall contain static messages only, and shall not have movement or the appearance or optical illusion of movement during the static display period of any part of the sign. Each static message shall not include any flashing or the varying of light intensity, and the message shall not scroll.
- (D) Safety. An EMC must:
 - (i) Include systems and monitoring to either turn the display off or show “full black” on the display and freeze the sign in one (1) position at the maximum illumination provided in this section, electronic message centers (EMCs) in the event of a malfunction;
 - (ii) Go dark or limit maximum brightness in the event that a catastrophic power surge occurs; and
 - (iii) Contain a default mechanism that freezes the sign in one (1) position that complies with this Chapter if a malfunction occurs.

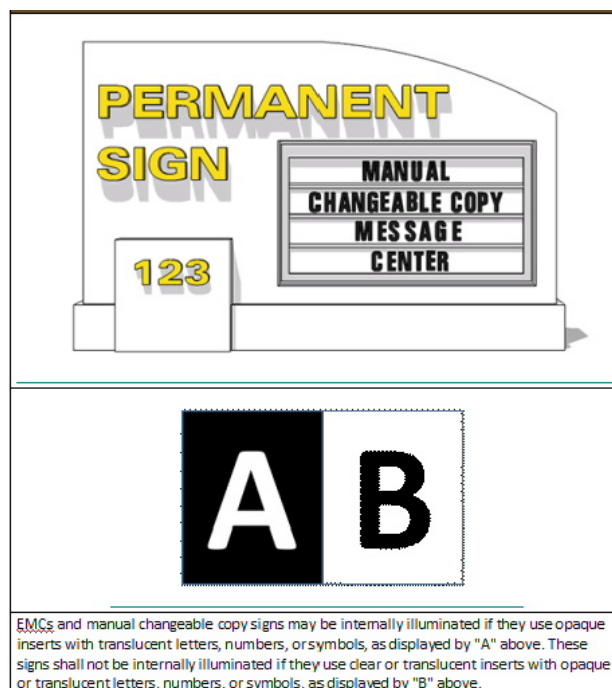
Figure 2
Electronic Message Center Design Requirements



(4) Manual changeable copy.

- (A) Illumination. Manual changeable copy signs shall not be internally illuminated unless:
- (i) Such signs use opaque inserts with translucent letters, numbers, or symbols;
 - (ii) Blank or dark opaque inserts that are the same color as the opaque portions of the letters, numbers, and symbols are used over all areas of the sign where copy is not present; and
 - (iii) The opaque portion of all letters, numbers, and symbols is the same color.
- (B) Lettering. Lettering of changeable copy signs shall be of a single style and shall be of uniform color and size.
- (C) Size. Manual changeable copy signs, including their frames, may comprise up to seventy-five (75) percent of the sign area of a monument sign or up to twelve (12) square feet of a canopy sign. The balance of the copy in the sign display area shall consist of permanent, dimensional letters or symbols.
- (D) Integral element. Manual changeable copy signs are only permitted as an integral element of a monument or canopy sign, which encloses the changeable copy area on all sides with a finish of brick, stone, stucco, powder coated metal (or comparable finish), or a material similar to the balance of the sign display area.
- (E) Enclosure. The enclosure shall extend at least six (6) inches from the changeable copy area in all directions. Gaps between the changeable copy area and the surrounding area of the sign are permitted to accommodate locks and hinges to secure the changeable copy area, but only to the extent necessary for such devices to function.

Figure 3
Manual Changeable Copy Sign



Section 10 Permit Required.

- (a) Prior to the erection or placement of signs other than those specifically exempted in Section 5 above or Table A below, a sign permit from the City shall be obtained. The applicable fee for each individual sign specified in Appendix A of this Code of Ordinances, is payable at the time of application, which shall document compliance with all applicable provisions of this chapter.
- (b) New signage after a change in business ownership requires a permit application and payment of fees even when the sign structure remains the same. New components of a non-conforming sign shall comply with the provisions of this chapter. However, also see Section 7(b)(3) above.
- (c) The permit application for any temporary sign not otherwise exempt from the requirement to obtain a permit shall show the intended display period.
- (d) Any aggrieved party may appeal the approval or denial of a sign permit to the Building and Standards Commission upon payment of a fee equal to that required in Appendix A for an appeal related to a building permit or other similar requirements within Chapter 3 of this Code of Ordinances.

Section 11 Master Sign Program.

- (a) Generally.
 - (1) Purpose. The requirements of this section ensure that signs that meet certain standards and are consistent with the character and quality of development in Lago Vista may be promptly approved and displayed, compared to a planned development district (PDD) ordinance amendment or approval of individual variances within a unified development. Approval of a master sign program pursuant to the procedures and standards of this section:
 - (A) Allows for a unified presentation of signage throughout parcels proposed for development;
 - (B) Allows flexibility to provide for unique environments; and
 - (C) Gives pre-approval of designs and design elements that will make subsequent applications for sign permits more efficient.
 - (2) Approval criteria. The Director of Development Services (hereafter the Director) may approve a master sign program for a multi-tenant, large commercial or mixed use development if (as proposed) it will result in a substantially improved, comprehensive, and unified proposal, as provided in subsections (A) through (G) below, compared to what would result from strict compliance with all other provisions of this chapter. The Director shall review all sign types (e.g., attached, freestanding, etc.) for the parcel or parcels proposed for development, to determine the degree of compliance with this article as a supplement to, or in lieu of, the sign standards otherwise applicable. Any deviations to the number, dimensions, locations, or design characteristics of attached or freestanding signs that are sought by an applicant shall be justified in writing, and shall clearly demonstrate a standard of design and quality that exceeds those provided in this chapter without increasing clutter. Such demonstration may include but not be limited to any or all of the following:
 - (A) Construction of brick or natural stone;

- (B) Consistent sizes, styles, and colors across the development;
 - (C) Use of landscaping around the sign base;
 - (D) Use of channel lettering;
 - (E) Greater spacing between signs along street frontages;
 - (F) Fewer total number of signs; and/or
 - (G) Signs of reduced heights and area.
- (b) Applicability. The master sign program alternative may be used for individual commercial developments or a multi-tenant development in any multifamily, mixed use or non-residential development, including applicable portions of a planned development district.
- (c) Standards for all master sign programs. Standards and permissions of master sign programs are as follows:
- (1) Generally. Subject to compliance with a master sign program that is approved according to the flexibility criteria provided in this article, signs that are proposed as part of a master sign program may deviate from the standards of this chapter in terms of the:
 - (A) Maximum sign height;
 - (B) Maximum sign area;
 - (C) Maximum number of hanging wall signs; and
 - (D) Other restrictions specifically described in this section that does not compromise safety or community aesthetics.
 - (2) Prohibited signs and sign elements. Signs prohibited by Section 6 above and specific restrictions such as the safety requirements associated with Electronic Messages Centers are not eligible for inclusion in a master sign program and the approval is instead limited to the relief specifically described in this section.
 - (3) Architectural theme. All signs shall be architecturally integrated into or complimentary to the design of the buildings and character of the site, and shall use similar and coordinated design features, materials, and colors. The master sign program shall establish an integrated architectural vocabulary and cohesive theme for the parcel(s) proposed for development.
 - (4) Uniform signs in multi-tenant developments. Wall signs displayed by two (2) or more businesses using common parking facilities shall be uniform in construction (i.e. channel letters, plaques) and lighting (i.e. direct, indirect).
- (d) Conditions of approval. The Director or Building and Standards Commission on appeal as applicable, may impose reasonable conditions on the master sign program relating to the design, locations, placements, or orientations, and sign specifications that are not related to the content of the signs or the viewpoints of the sign users, in order to ensure continuing compliance with the standards of this article and the approved master sign program.

(e) Contents of master sign program.

- (1) A master sign program shall provide a master plan for signage for an entire parcel or parcels proposed for development. For example, shopping center master sign programs shall include all tenants and out parcels; and office or industrial parks shall include all types of signs and all tenants or uses within the development.
 - (2) Master sign programs shall include:
 - (A) A depiction of all proposed signs that will deviate from the underlying sign regulations;
 - (B) Size, location, and number of all signs, including area, letter height, and height;
 - (C) Materials, styles (letter colors, background colors, text, fonts, etc.), and colors for all signs subject to the master sign plan, including context of where signs are to be placed on any given façade;
 - (D) Proposed illumination (external, internal, etc.), including illumination levels;
 - (E) A design theme with illustrative examples of each sign type and the proposed general locations of each sign type;
 - (F) A demonstration that the master sign program will improve the aesthetics of the development and will not have an adverse impact on the use, enjoyment, or value of property in adjacent or nearby residential uses or districts; and
 - (G) Landscaping and/or ornamental structures including fences, fountains, public art, ground cover, and other landscaping elements that are intended to complement those proposed signs that would deviate from the underlying sign regulations.
- (f) Duration. An approved master sign program shall expire two (2) years from the date of such approval if no progress has been made towards completion of any sign covered by a permit dependent on that approval, pursuant to section 245.005, Dormant Projects of the Texas Local Government Code, as amended.
- (g) Amendment. Prior to expiration of the master sign program, the applicant may apply for an amendment that alters the design, materials, locations, placements, orientations, and specifications of the signs. The Director may approve the amended master sign program if it is consistent with this section, and does not increase the area or height of any freestanding or wall sign subject to the original master sign program by more than ten (10) percent.
- (h) Signage in a development of six or more separate tenant spaces that share either the same parcel or structure and use common access and parking facilities (e.g. shopping centers, malls, office complexes, industrial parks) that do not comply with the provisions of this chapter applicable to that zoning district (including a Planned Development District) shall be limited to relief approved as part of a master sign program. A sign variance application is not an available option.

Section 11 Planned Development District Signs.

- (a) The regulations for signs located in planned development zoning districts shall be contained in the ordinance concept or detailed plan approved for the district, except that no off-premise signs shall

be permitted. Should the regulations for signs be omitted from an ordinance or concept or detailed plan for the district, the sign regulations that would be applicable to the most restrictive comparable zoning district classification, based upon the land uses permitted therein, as determined by the Director, shall be applied to the district or part thereof for which the regulations were omitted.

- (b) Deviations from the standards in this chapter may be included in an ordinance approving a planned development district as long as the deviations meet or surpass the objectives of this chapter and are warranted by and consistent with the design objectives of the development.
- (c) Approval of deviations from the general sign standards within this chapter and otherwise applicable shall be supported by findings of the City Council, following a recommendation by the Planning and Zoning Commission regarding the concept and detail plan as applicable.

Section 12 Variances.

When not precluded by inclusion within a planned development zoning district, the City Council, after a report from the Building and Standards Commission, in their sole judgment may grant variances to this chapter when strict compliance would cause a hardship due to the topography or other physical limitations on the site, within the immediate vicinity, or within the adjacent rights-of-way. The physical limitations or conditions shall not be self-imposed or otherwise caused by the actions of the applicant for a variance or the owner of the premises.

Section 13 Maintenance Required.

All signs in the City and its extraterritorial jurisdiction shall be maintained in a neat, attractive and safe manner. The City shall have the authority to enforce this section in the manner listed in Section 14, below, including, but not limited to ordering the painting, repair, or removal of a sign and accompanying landscaping that constitutes a hazard to public health, safety, or welfare by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.

Section 14 Enforcement.

- (a) If the Director or a designee finds that any sign other than bandit signs which are subject to the provisions of subsection (b) below has been erected or maintained in violation of this chapter within the municipality or its extraterritorial jurisdiction, that individual shall give written notice via the postal service, facsimile or e-mail of the violation to the owner or person entitled to possession of the sign or, if such person is not readily determinable, by publication in a newspaper of general circulation in the City. The notice shall state the nature of the violation and direct the recipient(s) to alter or remove the sign, or to otherwise correct the violation within ten (10) calendar days of the receipt of the notice. The finding of a violation included in a notice may be appealed to the Building Standards Commission no later than ten (10) calendar days after receipt or publication of the notice of violation.

Failure to remove the sign or correct the violation within ten (10) calendar days of receipt of the notice of violation, or, if appealed, ten (10) calendar days after the date of an unsuccessful appeal, may result in the City removing the sign at the expense of the owner or person entitled to possess the sign, with such expenses including administrative costs, penalties and reasonable attorneys' fees. The Director or a designee may also take necessary action to file a lien against the property to recover the cost of removal if the removal costs are not paid by the property owner within fifteen (15) days after a formal demand for reimbursement. The Director or a designee may also pursue criminal penalties and/or civil action as provided for under chapter and state law.

(b) Bandit Signs.

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

Section 15 Emergency Removal of a Sign and/or Graffiti.

The City may immediately remove any sign that is likely to endanger persons or property due to dilapidation, exposed electrical wiring or severe damage while simultaneously issuing notices of the violations in accordance with the provisions in Section 14 above. Emergency removal shall not preclude the City from recovering costs and other expenses as described herein. The City may order the removal of graffiti from private property within ten (10) calendar days in accordance with the notice requirements and procedures for other violations of this chapter.

Section 16 Violations and Penalties.

- (a) A person commits an offense if that person commits a violation, causes a violation, allows, or permits a sign to be erected or maintained in violation of this chapter.
- (b) An offense under this section is a Class C misdemeanor punishable by a fine of not more than \$500.
- (c) No culpable mental state is required to prove an offense under this chapter.
- (d) Each violation of this chapter constitutes a separate offense and each day that such offense is maintained is considered a separate offense.

Section 17 Civil Remedies.

Nothing in this chapter shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:

- (a) Injunctive relief to prevent specific conduct that violates the chapter or to require specific conduct that is necessary for compliance with the chapter, including removal of signs that violate this chapter at the expense of the responsible party;
- (b) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was notified of the provisions of the chapter and after receiving notice committed acts in violation of the chapter or failed to take action necessary for compliance with the chapter; and other available relief; and
- (c) An impoundment fee may be charged to recover a sign that has been impounded based on the current city fee schedule.

Section 18 Liability.

This chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person that erects, maintains, or owns any sign, from personal injury or property damage resulting from the placing of the sign, or resulting from the negligence or willful acts of such person in the design, construction, maintenance, repair or removal of any sign erected in accordance with a permit issued under the provisions of this chapter. This chapter shall also not be construed as imposing upon the City or its officers, employees or agents any responsibility or liability by reason of the approval of any signs, materials, or devices under these provisions.

TABLE A

Awning, Canopy and Hanging Marquee (manual changeable copy) Signs

Where	Non-residential zoning districts (including C-4); in the ETJ on non-residential buildings; not allowed in residential or multifamily districts
Maximum Number	One per business or tenant
Location	On and within the boundaries of an awning, canopy or marquee
Maximum Display Area	Twenty-four (24) square feet, except on a theater which may include a marquee sign no larger than one hundred (100) square feet
Illumination	Internal or external in accordance with Article 3.800 of Chapter 3
Permit	Required

Banner Signs

Where	All zoning districts (except TR-1) that include an occupied building; in the ETJ on property that includes an occupied non-residential building
Maximum Number	One per lot, parcel, or tract
Location	Attached to a building or fence
Maximum Display Area, Duration, and Permit	When six (6) square feet or less in display area, there is no time limit and a permit is not required; when larger than six square feet and up to a maximum display area of one hundred eighty (180) square feet, the banner may be employed for a maximum of 30 days within each calendar year and a permit is required
Illumination	Not Allowed

Banner Flags or Feather Signs

Where	Non-residential zoning districts (including C-4); not allowed in residential or multifamily districts, the TR-1 zoning district or in the ETJ
Maximum Number	Three per lot, parcel, or tract
Location	Minimum setback from any property line: ten (10) feet
Maximum Display Area	Twenty-four (24) square feet for each pole or supporting structure
Maximum Height	Eight (8) feet above grade
Duration	No time limit
Illumination	Not allowed
Permit	Required

Flags

Where	Any platted lot or a parcel that is not platted if it is either formally designated as a park or includes an occupied building
Maximum Number	Non-residential zoning districts, excluding C-4 and in the ETJ: three per lot, parcel, or tract; all other zoning districts: two per lot, parcel, or tract
Location	Minimum setback from any property line: ten (10) feet
Maximum Display Area	Non-residential zoning districts, excluding C-4 and in the ETJ: forty (40) square feet; all other zoning districts: fifteen (15) square feet
Maximum Height	Non-residential zoning districts, excluding C-4 and in the ETJ: forty (40) feet above grade; C-4 zoning district: equal or less than the occupied building on the lot, parcel, or tract; residential and multifamily zoning districts: twenty-five (25) feet above grade
Illumination	Not allowed
Permit	Required except for flags smaller than sixteen (16) square feet and not attached to a ground-mounted pole

Freestanding Ground Signs including Electronic and Changeable Copy, See Section 9(b) above

Where	Any lot, parcel, or tract formally designated as a park or that includes an occupied building within a non-residential or multifamily zoning district (including C-4) and in the ETJ; not allowed in any residential district or the TR-1 zoning district
Maximum Number*	One per lot, parcel, or tract that adjoins a public street when located adjacent to and facing that street
Location	Minimum setback from any property line: ten (10) feet
Maximum Display Area*	Thirty-two (15) square feet (all locations)
Maximum Height	Eight (8) feet above grade (all permanent wall signs shall be constructed as monument signs)
Illumination	Internal or external in accordance with Article 3.800 of Chapter 3
Permit	Required
*The maximum number of signs per lot, parcel or tract and the maximum display area (but not the maximum height), especially for multi-tenant developments may be increased as part of an approved master sign program or as part of a planned development district zoning approval.	

Hanging Wall Signs including Electronic and Changeable Copy, See Section 9(b) above

Where	Non-residential and multifamily zoning districts (including C-4) that includes an occupied building and in the ETJ on property that includes an occupied commercial building; not allowed in any residential district or the TR-1 zoning district
Maximum Number*	One per business or separate tenant
Location	Attached to a building
Maximum Display Area*	Twenty-four (24) square feet (all locations)
Illumination	Internal or external in accordance with Article 3.800 of Chapter 3
Permit	Required
*The maximum number of signs per lot, parcel or tract and the maximum display area, especially for multi-tenant developments may be increased as part of an approved master sign program or as part of a planned development district zoning approval.	

Projecting Wall Signs

Where	Non-residential and multifamily zoning districts (including C-4) that includes an occupied building and in the ETJ on property that includes an occupied commercial building; not allowed in any residential district or the TR-1 zoning district
Maximum Number*	One per business or separate tenant
Location	Attached to a building, but limited to locations facing a street
Maximum Display Area*	Twelve (12) square feet (all locations)
Illumination	Internal or external in accordance with Article 3.800 of Chapter 3
Permit	Required
*The maximum number of signs per lot, parcel or tract and the maximum display area, especially for multi-tenant developments may be increased as part of an approved master sign program or as part of a planned development district zoning approval.	

Sandwich Board Signs

Where*	All zoning districts and property in the ETJ that includes an occupied building; not allowed in the TR-1 zoning district
Maximum Number*	One per each street fronting a lot, parcel, or tract when placed for viewing from that street
Location	Minimum setback from any property line: ten (10) feet
Maximum Display Area	Six (6) square feet (each side)
Maximum Height	Four (4) feet above grade
Illumination	Not allowed
Permit	Not required
*Residential and multifamily zoning districts (or uses in the ETJ) may include either a sandwich board sign or a temporary sign, but not both at the same time.	

Temporary Signs (including Political / Election Signs)

Where	Any privately owned lot, parcel, or tract (including property in the ETJ) subject to the location restrictions related to an off-premises sign that is not otherwise exempted by Section 8 above
Maximum Number	For signs not exempted by Section 5 or Section 8 above, one sign for each property line that fronts on a street or golf course when placed for viewing from that street or golf course
Location	No minimum setback from any property line required; but prohibited within any public utility or drainage easement
Maximum Display Area	Thirty-six (36) square feet
Maximum Height	Eight (8) feet above grade
Duration	For signs not exempted by Section 8 above, no sooner than ninety (90) calendar days before an event or more than ten (10) calendar days after an event except as otherwise prescribed elsewhere in this chapter
Illumination	Not allowed
Permit	Not required

Window Sign

Where	Non-residential zoning districts (including C-4) that includes an occupied building and in the ETJ on property that includes an occupied commercial building; not allowed in any residential district, multi-family district, or the TR-1 zoning district
Maximum Number	For signs not exempted by Section 5 or Section 8 above, one sign for each property line that fronts on a street or golf course when placed for viewing from that street or golf course
Location	On windows or doors, but not allowed in both locations
Maximum Display Area	Twenty-four (24) square feet
Illumination	Not allowed
Permit	Required



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Taylor Whichard, Public Works

SUBJECT: Discussion, consideration and possible action approving an emergency expense in the amount of \$54,000 for T.F.R. Enterprises, Inc. to chip and haul away brush collected from Winter Storm Mara.

BACKGROUND: As a result of Winter Storm Mara, which was declared an emergency, roughly 9,000 cubic yards of brush was collected at the temporary green center located beside PD. This brush needs to be chipped and hauled away to an appropriate facility. The City does not have the staff or equipment to perform this amount of work in a safe and efficient manner. Three quotes were obtained for this work and are included in this packet. For convenience, they are listed below:

1. T.F.R. Enterprises, Inc. for \$54,000
2. Austin Wood Recycling for \$57,613
3. A Good Morning Tree Service, LLC for \$950,000

FINDINGS: As per the City's Procurement Policy, and State Law, emergency expenditures in excess of \$50,000 such as this one, are exempt from the competitive bidding process (TLGC Sec.252.022 (1)). However, Council approval is still needed prior to authorizing this work to be completed. Staff is also in the process of applying to FEMA for reimbursement.

FINANCIAL IMPACT: The cost will be placed in Solid Waste Account #10-531-5700 (Winter Storms). There wasn't any money budgeted this year for Winter Storms. However, staff is currently in the process of applying to FEMA for reimbursement.

RECOMMENDATION: Approve funding to cover the cost of chipping and hauling away brush collected from Winter Storm Mara.

ATTACHMENTS:
[Quote \(TFR Enterprises\)](#)
[Quote \(Austin Wood Recycling\)](#)
[Quote \(A Good Morning Tree Service\)](#)

DATE: 03/08/2023

601 Leander Drive, Leander, Texas 78641
 (512) 260-3322 or (512) 565-0710
 tiffany@tfrinc.com

TO City of Lago Vista
 5803 Thunderbird St #101
 Lago Vista, TX 78645
 Attention: James LeBlanc
James.leblanc@lagovistatexas.gov

CONTACT PERSON	JOB	PAYMENT TERMS	DUE DATE
Tiffany Jean	Winter Weather Event	Net 10	

QTY	DESCRIPTION	LUMP SUM	LINE TOTAL
1	Grind 9,000 CY of Vegetative Debris, Haul-Out, and Final Disposal	\$54,000.00	\$54,000.00
SUBTOTAL			
SALES TAX			
TOTAL			

Quotation prepared by: Tiffany Jean, Contract Manager (512) 565-0710

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



2100 CR 118
Hutto, TX, 78634

Phone: (512) 259-7430
Email: info@austinwoodrecycling.com
URL: www.austinwoodrecycling.com

Customer Estimate

City of Lago Vista

Date: 3/6/2023

Estimate #: TF00000502

Bill To: James
City of Lago Vista
James LeBlanc
PO Box 4727
Lago Vista TX 78645

Ship To: City of Lago Vista
City of Lago Vista
James LeBlanc
PO Box 4727
Lago Vista TX 78645

Terms		Expiration Date	Salesperson		
Net 10th		4/20/2023	Fall, Timothy J.		
Item	Description	Qty	Unit Price	Extended Price	
GR0100	Grind Only	1.00	18,750.00	18,750.00	

Please contact Tim Fall at 512-690-3897 with any questions.

TERMS AND CONDITIONS:

- 1.) TO AUTHORIZE THE WORK: Please sign this estimate and complete the attached Job Information Request Form and return both to: GSGroup@austinwoodrecycling.com.
- 2.) Prices are for loose, non-compacted wood waste disposal only. Dirt, rock and/or any other foreign or man-made materials are not included in this bid.
- 3.) Operations may cause a dusty environment. If needed, there will be an extra charge for Austin Wood Recycling to supply a water truck. Contractor may provide one, at no cost to Austin Wood Recycling, and in no case may it slow down our operation.
- 4.) If included in this estimate, clearing services will include clearing of trees, brush, and root balls where feasible. No grubbing. Conditions such as solid rock and underground utilities will prevent removal of root balls. In these cases, we will remove at ground level, leaving the root ball in the ground. Stump grinding, dirt excavation, and hauling of dirt/rock is not included in this estimate. This proposal DOES NOT include any days with hand crews. Hand crews needed for fence lines/power lines/underground lines will be an additional cost.
- 5.) All pricing is subject to applicable sales tax when billed to customer.

VENUE FOR ANY AND ALL DISPUTES ARISING OUT OF THIS AGREEMENT WILL BE WILLIAMSON COUNTY, TEXAS.

Haul Rates

$$9000 \text{ cy} \div 2.2 = 4090.90 \times 9.50 \text{ per ton} = 38,863.63$$

SHRED Rates

$$2.0839 \text{ per cy} \times 9000 \text{ cy} = 18,750 + 38,863.63$$
$$\text{TOTAL} = 57,613.63$$

Signature: _____

Date: _____

A Good Morning Tree Service LLC **Estimate 4338**

121 Swallow Cv

Leander, TX 78641

(737) 200-7272

www.goodmorningtreeservice.com



ADDRESS	SHIP TO
James Leblanc	James Leblanc
City of Lago Vista	City of Lago Vista
5901 Municipal Complex Way	5901 Municipal Complex Way
Lago Vista, Texas 78645	Lago Vista, Texas 78645

DATE	TOTAL
03/10/2023	\$950,000.00

SERVICE ADDRESS

5901 Municipal Complex Way

ARBORIST:

Tracy

DESCRIPTION**AMOUNT**

We do have references upon request, to name a few: Sonic, Maci Homes, Sweet Landscapes, Iron Rock Properties, Dollar General, Stuart Homes, Jack In the Box, Alli-In-One Builders, Stonehaven Realty, Reflections of Walnut Creek, ATX Association Management, McDonalds, Bailey Homes, St. Stephens Episcopal School.

0.00T

Thank you for the opportunity! We look forward to working with you. We will be happy to get on a scheduled conference zoom call for anybody who has questions! We can also schedule another visit to walk the site, at which point I will be more than happy to answer any questions you may have.

Just a little more info for you:

Our normal day onsite is from 9am - 4pm. (we can come earlier and on weekends when deemed better)

We use trailers to haul away and take to a recycling facility.

We have a Chipper for use also and Mulch available as well.

We accept all major forms of payment.

About our Team:

Good Morning Tree Service has over 25 years of industry experience. We are a local, employee-owned and operated, full-service tree company. Our team is passionate about our customer's trees!

Tracy is enthusiastic and has a passion for trees and tree care. Her professionalism, experience, and guidance will allow you to make the most informed decisions about your trees. Her 17+-year working relationship with the City of Austin helps to expedite the processing of permits.

\$100 per yard

950,000.00

9500 yards of brush that needs to be chipped and hauled away to the recycling facility.

Check us out at:

SUBTOTAL

950,000.00

<https://g.page/good-morning-tree-service?we>

TAX

0.00

TOTAL**\$950,000.00**



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2023

SUBMITTED BY: Taylor Whichard, Public Works

SUBJECT: Discussion, consideration and possible action authorizing the City Manager to enter into an agreement with LCRA for the purchase of raw water from Lake Travis.

BACKGROUND: The current contract expires in May of this year. Under the current contract, we have 6,500 acre-ft reserved with LCRA.

FINDINGS: This contract renewal will be set up for a period of ten (10) years. This will allow the City to increase the reserved capacity for future development at that time. Also, there is a change in the "Standard Terms & Conditions" on page 7. LCRA is now charging a Reservation Fee. This reservation fee is \$77.50 per acre-ft. This means the City will have to pay \$503,750 in reservation fees annually, plus \$77.50 per acre-ft of water consumed. The total reservation rate is divided by 12 then added to the monthly usage charge.

In 2022, the City consumed 1702 acre-ft of water. Under the new contract terms, this means the City would have paid \$503,750 in reservation fees plus \$131,905 in usage which equals \$635,655.

FINANCIAL IMPACT: A reservation rate will now be included in the monthly billing by LCRA. This is \$77.50 per acre-ft multiplied by 6,500 acre-ft which equals \$503,750.

RECOMMENDATION: Approve and authorize the City Manager to enter into an agreement with LCRA for the purchase of raw water from Lake Travis.

ATTACHMENTS:
[LCRA Water Contract Rules](#)
[LCRA Contract Standard Terms](#)



WATER CONTRACT RULES
Board Approved -- November 2022
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WATER CONTRACT RULES

ARTICLE 1. PURPOSE

The Water Contract Rules provide guidance and establish procedures for the administration of the Lower Colorado River Authority's water contracts and related activities, consistent with LCRA Board Policy and state law. These rules include the Water Conservation Plan Rules, Drought Contingency Plan Rules, and Firm Water Curtailment Rules attached as Appendices A, B and C, respectively. The LCRA Board of Directors may amend these rules from time to time. These rules apply to LCRA's various water contracts, as well as resolutions passed by the LCRA Board for the supply of water under water rights and from water supplies owned or otherwise controlled by LCRA. These rules do not apply to LCRA's Agricultural Interruptible Water Service Contracts, as the LCRA Board has promulgated separate rules specifically for those contracts. Sales of water by LCRA are subject to, among other things, water availability, the policies and directives of LCRA, including the Water Management Plan, and the requirements of the Texas Water Code and Texas Commission on Environmental Quality (TCEQ) rules.

ARTICLE 2. AUTHORITY

These rules are promulgated in accordance with state law, including the LCRA enabling legislation and the Texas Water Code, LCRA's existing water rights, LCRA's Water Management Plan, and LCRA policies and rules.

As a Texas conservation and reclamation district and owner of major water rights in the lower Colorado River watershed, LCRA makes water available from its water rights to purchasers in accordance with state laws, rules and permits, and applicable LCRA policies and rules on terms that are just, reasonable and without discrimination to the extent that water is available based on LCRA's water rights.

ARTICLE 3. DEFINITIONS

The following definitions apply to terms used in these administrative rules and in LCRA's water contracts, unless such terms are otherwise defined in the water contracts.

- 3.1 **Acre-foot of water:** A quantity of water equal to 325,851 U.S. gallons. Such quantity of water would cover 1 acre of land to a depth of 1 foot.
- 3.2 **Agriculture or Agricultural:** These terms mean any of the following activities:
 - a) Cultivating the soil to produce crops for human food, animal feed, or planting seed or for the production of fibers;
 - b) The practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or non-soil media by a nursery grower;

- c) Raising, feeding, or keeping animals for breeding purposes or for the production of food or fiber, leather, pelts, or other tangible products having a commercial value;
 - d) Raising or keeping equine animals;
 - e) Wildlife management;
 - f) Planting cover crops, including cover crops cultivated for transplantation, or leaving land idle for the purpose of participating in any governmental program or normal crop or livestock rotation procedure, and
 - g) Aquaculture, as defined by Section 134.001 of the Texas Agriculture Code.
- 3.3 **Agricultural Interruptible Water Service Contract:** Contracts issued typically on a seasonal term for water diverted and delivered to Purchasers by LCRA's agricultural operations. These rules do not apply to Agricultural Interruptible Water Service Contracts.
- 3.4 **Agricultural Use:** Any use or activity involving Agriculture, including Irrigation.
- 3.5 **Applicant:** A person, association of persons, or other entity who has applied for a contract to purchase water from LCRA, and who has provided all information required under these rules.
- 3.6 **Beneficial Use:** Use of that amount of water that is economically necessary for the purpose authorized in the contract, when reasonable intelligence and reasonable diligence are used in applying the water to the purpose.
- 3.7 **Certificate of Adjudication:** An instrument evidencing a water right issued to each person adjudicated a water right in conformity with the provisions of the Texas Water Code.
- 3.8 **Conveyance, Delivery or System Loss:** That amount of additional water needed to transport water downstream using the bed and banks of a stream or watercourse, and/or through a canal system or other similar conveyance system to meet the requested or ordered amount of water at the point or location of delivery under the contract; or that amount of water that is reasonably expected to be lost due to evaporation, transpiration, recharge, seepage, leakage or other similar losses in the transportation of the water from the source of supply to the Point of Delivery or Point(s) of Availability under the contract
- 3.9 **Customer:** A person, association of persons, or other entity to whom a water contract has been issued (see Purchaser).
- 3.10 **Demand Schedule:** A demand or use schedule that reflects an Applicant's best estimate of the scheduled initiation of diversions, initial usage, annual projected water usage, and any increases to it over time (at intervals at least as frequent as every five years). Such schedule shall also include Applicant's anticipated diversion rate(s) over this period, including the Applicant's maximum diversion rate. Upon request by LCRA, the schedule shall also include annual projections regarding effluent arising under the contract, including the projected amounts of return flows, direct reuse or other means of disposal.
- 3.11 **Domestic Use:** Use of water by an individual or a household to support domestic activity. Such use may include water for drinking, washing, or culinary purposes; for irrigation of lawns, or of a family garden and/or orchard; for watering of domestic animals; and for water recreation including aquatic and wildlife enjoyment. If the water is diverted, it may be diverted solely through the efforts of the user or may be diverted using facilities that are shared by other domestic users, so long as the water that is diverted does not receive any treatment prior to receipt by individual users or households. Domestic use does not include water used to support activities for which consideration is given or received or for which the product of the activity is sold.
- 3.12 **Drought Contingency Plan:** A plan prepared by an Applicant or Purchaser, in accordance with LCRA's Drought Contingency Plan Rules (included in these Water Contract Rules as Appendix B), which includes a strategy or combination of strategies for temporary supply and

demand management responses to temporary and potentially recurring water supply shortages and water supply emergencies.

- 3.13 **Firm Water Supply:** A supply of water available for Beneficial Uses including domestic, municipal, agricultural, industrial, mining, aquifer storage and recovery, wildlife management, livestock use, instream flows, and bays/estuaries inflows that could be provided during a repetition of: i) the historical drought for the lower Colorado River specified in the Water Management Plan or other written determination of Highland Lakes firm water supply approved by TCEQ; or, ii) the most severe historical drought – according to TCEQ, the Texas Water Development Board or applicable groundwater conservation district permit, water management plan and/or rules and regulations for any other source of supply from which LCRA makes water available.
- 3.14 **General Manager:** The general manager of LCRA or his/her designee.
- 3.15 **Highland Lakes:** Lakes Austin, Travis, Marble Falls, LBJ, Inks, and Buchanan.
- 3.16 **Industrial Use:** The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, and the development of power by means other than hydroelectric. This does not include agricultural use.
- 3.17 **Interruptible Water Supply:** A supply of water available for agricultural use, instream flows, bays/estuaries inflows, and other non-firm water supply uses that is subject to interruption or curtailment pursuant to published policies and procedures as established in LCRA's Water Management Plan.
- 3.18 **Irrigation Use:** The use of nonpotable water, not including reclaimed water or sewage effluent distributed through a municipal distribution system, for the irrigation of crops, trees, and pastureland including, but not limited to, golf courses and parks.
- 3.19 **Livestock Use:** The use of water for the open-range watering of livestock, exotic livestock, game animals, or fur-bearing animals. For purposes of this definition, the terms "livestock" and "exotic livestock" are to be used as defined in §142.001 of the Agriculture Code, and the terms "game animals" and "fur-bearing animals" are to be used as defined in §63.001 and §71.001, respectively, of the Parks and Wildlife Code.
- 3.20 **Maximum Annual Quantity (MAQ):** The maximum amount of water to be made available from LCRA supplies to a Purchaser in any year under a water contract.
- 3.21 **Mining Use:** The use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field repressuring.
- 3.22 **Municipal Use:** The use of potable water within a community or municipality and its environs for domestic, residential (including multi-family), recreational, institutional, commercial or industrial purposes or for the watering of golf courses, parks and parkways. Such use also includes all non-revenue uses and the volume lost during the conveyance, treatment or transmission of the water. Such use further includes the use of reclaimed water in lieu of potable water for the preceding purposes or the application of municipal sewage effluent on land, under a Texas Water Code, Chapter 26, permit where: a) the application site is land owned or leased by the Chapter 26 permit holder; or b) the application site is within an area for which TCEQ has adopted a no-discharge rule.
- 3.23 **Point(s) of Delivery:** The point or points where the Secondary Purchaser's water conveyance system is connected to a Primary Purchaser's water conveyance system.
- 3.24 **Point(s) of Availability:** The point or points from which water is diverted, pumped, impounded or otherwise withdrawn, from a reservoir, watercourse, stream or other water source.
- 3.25 **Potable Water:** Water that is suitable for direct human consumption.
- 3.26 **Primary Purchaser:** A Purchaser who receives water directly from LCRA's firm water supply and delivers all or a part of that water to a Secondary Purchaser.

- 3.27 **Purchaser:** A person, association of persons, or other entity to whom a water contract has been issued (see Customer).
- 3.28 **Recreational Use:** The use of water impounded in or diverted or released from a reservoir or watercourse for fishing, swimming, water skiing, boating, hunting, and other forms of water recreation, including aquatic and wildlife enjoyment, and aesthetic land enhancement of a subdivision, golf course or similar development by addition of water features such as amenity ponds or water traps from which no water is withdrawn for other purposes.
- 3.29 **Replacement Contract:** A contract that is entered into with an existing Purchaser for a service area and purpose of use that were already under contract; upon execution of the Replacement Contract, the prior contract is terminated. A Replacement Contract can have a larger service area and/or MAQ than the contract it replaces.
- 3.30 **Return Water or Return Flow:** That portion of water diverted from a source of water supply and put to Beneficial Use, which is not consumed as a consequence of that use and is returned to the source of supply. Return flow includes sewage effluent.
- 3.31 **Reuse or Direct Reuse:** The authorized use of water obtained pursuant to a water contract, for the Beneficial Use identified in and within the service area of the water contract, which remains unconsumed after the water is used for the original purpose of use but before that water is either disposed of or discharged or otherwise allowed to flow into a stream, watercourse, lake or other body of state-owned water.
- 3.32 **Secondary Purchaser:** A Purchaser who receives firm water under contract with LCRA through delivery from a Primary Purchaser.
- 3.33 **Standard Contract:** A contract that may be issued by the General Manager without specific approval of the LCRA Board in accordance with these rules. The General Manager may, at his or her discretion, recommend that any request for a Standard Contract be considered by the Board if the General Manager determines there are extenuating circumstances.
- 3.34 **Surplus Water:** Water taken from any source in excess of the initial or continued Beneficial Use of the appropriator for the purpose or purposes authorized by law. Water that is recirculated within a reservoir for cooling purposes shall not be considered to be surplus water.
- 3.35 **Temporary Water Contract:** A contract issued for any of the various Beneficial Uses of water authorized in LCRA's Certificates of Adjudication or any other water right associated with water under LCRA's control when a small volume of water is needed for a short period of time.
- 3.36 **TCEQ:** The Texas Commission on Environmental Quality or any of its predecessor or successor agencies.
- 3.37 **Water Conservation:** Water conservation includes, but is not limited to, those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve efficiency in the use of water, and increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.
- 3.38 **Water Conservation Plan:** A plan prepared by an Applicant or Purchaser, in accordance with LCRA's Water Conservation Plan Rules (attached hereto as Appendix A), which is intended to, among other things, promote efficiency in a Purchaser's use of water.
- 3.39 **Water Contract Rules:** The rules promulgated by the LCRA Board which provide guidance and establish procedures for the administration of LCRA's water contracts and related activities, including LCRA's Water Conservation Plan Rules, LCRA's Drought Contingency Plan Rules and LCRA's Firm Customer Pro Rata Curtailment Rules.
- 3.40 **Water Management Plan:** A plan required in specific water rights held by LCRA and approved by TCEQ that defines LCRA's reservoir operations, water management program and policies under those water rights.

- 3.41 **Water Right:** A right acquired under the laws of the State of Texas to impound, divert, or use state water.
- 3.42 **Water Contract or Water Sale Contract or Contract:** A contractual agreement between LCRA and a Purchaser for the sale of water from the source of supply as specified in these rules.

ARTICLE 4. APPLICATION PROCEDURES

- 4.1 Application Submittal.
- (a) The Applicant shall submit to LCRA for review and approval a water contract application and associated materials as described in Article 5 of these rules. Prior to submittal of the application, the Applicant (or the Applicant's representative) may request a meeting with LCRA staff to discuss the application procedure and various requirements.
 - (b) An application for a single contract for multiple purposes of use may be submitted unless the General Manager finds that a separate application and contract for each category of use is required for accounting, reporting, or consistency with any underlying LCRA water right.
 - (c) The timelines in these rules for LCRA staff to conduct its administrative and technical review of an application are intended as guidance to be followed in good faith and are not enforceable by the Applicant or any other party against LCRA. Failure by LCRA to complete review within the timelines provided in these rules shall not constitute a waiver by LCRA of any of its rights. The timelines in these rules are not applicable to review of an application that requires a non-standard contract.
 - (d) An application is considered filed on the date the Applicant delivers the application to LCRA or deposits the Application with the U.S. Postal Service by certified mail addressed to LCRA at: Lower Colorado River Authority, c/o Firm Raw Water Sales, 3700 Lake Austin Blvd., Austin, TX 78767.
- 4.2 Administrative Review.
- (a) LCRA staff shall use reasonable efforts to conduct a review of the application for administrative completeness and provide written notice to the Applicant within 15 days after the date the application is filed that specifies the necessary documents or other information needed to consider the application administratively complete. Such notice shall also specify the date on which the application will expire if the documents or other information is not provided. To be determined administratively complete, the Applicant must submit all information required under Article 5 of these rules.
 - (b) If the application is determined to be administratively incomplete, LCRA staff shall notify the Applicant in writing of the deficiencies. After receipt of such notice from LCRA, the Applicant shall have 15 days to file additional information as requested to correct such deficiencies.
 - (c) If the information subsequently provided by the Applicant does not allow LCRA staff to determine that the application is administratively complete, or if the Applicant does not provide additional information, the application will be returned in accordance with Section 4.8.
 - (d) In the event LCRA determines that its firm water supplies are inadequate to meet the requested needs of competing contract applications for firm water, LCRA shall use the order of preferred uses contained in Texas Water Code (currently, section 11.024) in determining the preference in contracting to assign to requests that are deemed administratively complete on the same date.

4.3 Technical Review.

- (a) Once the application has been declared administratively complete, LCRA staff shall use reasonable efforts to conduct a technical review of the application material within 60 days of the declaration.
- (b) If additional information is needed to complete the technical review of the application, LCRA shall notify the Applicant in writing and the Applicant shall have 30 days from receipt of such notification to submit the additional information to LCRA. If the Applicant fails to submit the requested information within the requested timeframe, the application will be returned in accordance with Section 4.8.
- (c) The review of the Applicant's proposed water conservation plan and any applicable drought contingency plan shall be conducted as part of the technical review in accordance with the procedures published in LCRA's Water Conservation Plan Rules, attached hereto as Appendix A; LCRA's Drought Contingency Plan Rules, attached hereto as Appendix B; and TCEQ rules governing water conservation plans and drought contingency plans. Contracts will not be presented to the LCRA Board and/or approved by LCRA staff without LCRA staff accepting Applicant's water conservation and drought contingency (if applicable) plans.
- (d) If necessary, an extended technical review period shall be provided to determine: (i) the source of supply, infrastructure, water right permits or other authorizations needed to supply water under the contract; (ii) the time frames in which water may be developed under the contract; and, (iii) the appropriate share of the costs to be contributed by the Applicant, or charged to the Applicant through surcharges, in addition to the rates, fees and charges under a Standard Contract. Such extended technical review shall be necessary for: (i) any contract request for an amount of 1,500 acre-feet of water or greater; (ii) any contract request for which the water supply would be inconsistent with the most recently approved Lower Colorado Regional Water Plan; or, (iii) any contract request for which LCRA staff determines that the request seeks a supply for which water may not be immediately available from existing supplies without additional water right permits, infrastructure, or firm water supplies. Technical review of all other aspects of the application material will be conducted in accordance with the procedures herein.
- (e) After the appropriate technical review has been completed, the Applicant shall be notified of the approval or rejection of the application. In addition, LCRA staff shall provide to the Applicant proposed non-standard terms for inclusion in the contract, if any.
- (f) LCRA shall provide the Applicant a final draft of the proposed contract. If the Applicant accepts the terms of the final draft, then public notice will be provided in accordance with Section 4.4.
- (g) No reservation of water or other consideration shall be made for the requested water until execution of the contract.

4.4 Reasonableness of Requested Quantity.

LCRA shall determine the reasonableness of the MAQ requested by the Applicant by evaluating the availability of water, LCRA's current water commitments, the amount necessary for the Beneficial Use of the water without waste for the proposed use, Applicant's Water Conservation Plan, the amount of conveyance, delivery or system losses for the proposed contract, and any impact to LCRA's water rights. Agency and industry standards shall be used in LCRA's assessment under this section including, but not limited to, the Water Conservation Implementation Task Force Report to the 79th Legislative (TWDB November 2004); Texas Water Development Board Water Conservation Task Force Best Management Practices; and, other best management practices, standards and guidance commonly used by the same industries. To the extent that an Applicant proposes a MAQ that is based on

standards other than those provided in this section, the Applicant shall submit a written justification describing the reasons the standards were not employed in the calculation of the MAQ. In addition, LCRA shall use the following criteria in determining the reasonableness of the MAQ:

- (a) Temporary Uses shall not exceed 10 acre-feet per year or any lower limitations provided by these rules for specific types of temporary uses.
- (b) Municipal Uses:
 - 1) Shall not be less than the average annual quantity required by TCEQ under its requirements for public drinking water systems.
 - 2) Shall not result in an average per capita consumption greater than the lesser of: (a) the average per capita consumption of adjacent and similar water users; or, (b) the average per capita consumption recommended in the current approved and applicable Regional Water Plan.
- (c) Irrigation Uses:
 - 1) Shall be determined by consideration of crop type, soil characteristics, topography, method of irrigation, average annual precipitation, and average annual evaporation.
 - 2) Shall not result in an average per acre water demand greater than the average per acre water demand of adjacent and similar water users.
- (d) Industrial Uses:
 - 1) Shall be justified, in a written report, by a registered professional engineer's estimate of the water demands of the specific industrial process being used.
 - 2) Shall not result in an average daily consumption greater than the average daily demand of similar water users in the same region.

Notwithstanding the above, for contract purposes, the MAQ shall be no less than 0.75 acre-feet per annum.

4.5 Notice of Application.

- (a) LCRA staff shall post on the LCRA website a list of pending firm water contract applications with the exception of applications for temporary contracts, domestic use contracts, or landscape irrigation or recreation contracts for up to 30 acre-feet per year.
- (b) Upon completion of the technical review of an application for which Board approval is required and acceptance by Applicant of LCRA's proposed contract terms, including preparation of all necessary exhibits, LCRA staff shall post on the LCRA website notice of the application and proposed Board action. LCRA staff shall maintain a list of persons requesting notice of such applications and provide email updates when notice is posted.
- (c) Notice of the application and proposed Board action shall contain:
 - 1) the name and address of the Applicant;
 - 2) the date on which the application was received by LCRA;
 - 3) the proposed amount, purpose of use and location of the requested water;
 - 4) a description of the diversion works and impoundment(s) and their locations;
 - 5) the date and location where the Board will consider the application; and
 - 6) information on where a person may obtain a copy of the application from the Applicant.
- (d) The notice of the application and scheduled Board action shall be posted not less than 30 days prior to the date set for Board consideration of the application.
- (e) The Applicant also shall provide mailed notice by certified mail of the application and proposed Board action to the commissioner's court of the county or counties in which the requested water is proposed for impoundment, diversion, or use. Such notice shall contain the information as provided in subparagraph (c) of this section and shall be received by the commissioners court not less than 30 days prior to the date set for Board

consideration of the application. Receipt of delivery of certified mail shall be provided by the Applicant to the General Manager within five business days of Applicant's receipt of the delivery receipt. If action on the application is delayed to a Board meeting held within 6 months of the date for which notice was provided, the Applicant shall not be required to renotice to commissioners court.

4.6 Approval Required.

- (a) The following contracts and contract amendments are subject to approval by the LCRA Board:
 - 1) Contracts with a MAQ of 500 acre-feet per year or more that are not Replacement Contracts
 - 2) Replacement Contracts or amendments with a MAQ of 1,000 acre-feet per year or more or that reflect an increased commitment of 500 acre-feet per year or more.
 - 3) Any non-standard water contracts or amendments to non-standard water contracts that modify non-standard terms.
- (b) All other contracts and contract amendments may be approved by the General Manager in accordance with these rules.

4.7 Action on an Application by the General Manager or Board.

- (a) Upon completion of technical review, if LCRA staff determines that a contract (or contract amendment) can be approved by the General Manager as provided by these rules, LCRA staff will prepare the contract for execution and send such contract to the Applicant for signature.
- (b) If Board approval is required, following notice of application and proposed Board action in accordance with Section 4.5, LCRA staff shall schedule the proposed contract for consideration by the Board. If approved by the Board, LCRA staff will prepare the contract for execution and send such contract to the Applicant for signature.
- (c) Within 30 days of receipt, the proposed contract(s) shall be signed by the Applicant or the Applicant's duly authorized representative, and returned to LCRA. If the Applicant is a corporation, partnership, public district, county, municipality, or other corporate entity, the contract shall be signed by a duly authorized official.
- (d) Upon LCRA's receipt of the proposed contract signed by the Applicant or the Applicant's duly authorized representative and all other documentation requested as part of the application process, the proposed contracts will be delivered to the General Manager for signature.

4.8 Return of Application.

LCRA will return an application following notice by LCRA and the expiration of 30 days if the Applicant fails to:

- (a) Provide documents or other information necessary to comply with LCRA's requirements relating to the form and content of the application for either administrative or technical review (including for a non-standard application) as provided in Sections 4.2, 4.3, and 4.4 and Article 5;
- (b) Provide application fees, including any funds for a non-standard application as provided in Section 5.8; or
- (c) Sign and return a contract approved for execution by LCRA as provided in Section 4.7.

4.9 Application Following Default.

LCRA reserves the right to reject an application for a water contract or renewal of a water contract by a person or entity that has defaulted on another water contract with LCRA, or for

an entity for which the majority interest is controlled by a person or entity that has defaulted on another water contract.

4.10 Retention in Central Records and Transmittal to Purchaser.

Following execution of the water contract by the General Manager, the contract will be incorporated into LCRA's central records, where an original executed contract will be retained as a public record. Another original executed contract will be transmitted to the Purchaser for its records as soon as reasonably possible following the approval of the contract.

4.11 TCEQ Filing Requirements.

LCRA staff shall file with TCEQ a copy of any newly executed water contracts if required by TCEQ's substantive and procedural rules for water rights.

ARTICLE 5. APPLICATION CONTENT REQUIREMENTS

5.1 Elements of an Administratively Complete Application.

An application for a water contract shall be considered administratively complete upon the receipt by LCRA of the information listed below. The number of copies of each required item will be specified in the application form and/or instructions.

- (a) The full name, physical address, mailing address (if different than physical address), telephone number, and taxpayer identification number for each Applicant, as follows:
 - 1) A corporation shall be designated by the firm name followed by the words "corporation" or "Inc." Corporate applications shall include a listing of all corporate executives and titles. A partnership shall be designated by the firm name and the words "a partnership." Partnership applications shall include a listing of all partners, titles, and taxpayer identification numbers. A joint venture shall be designated by the joint venture's name followed by the words "Joint Venture." Joint venture applications shall include a listing of all ventures, titles, and taxpayer identification numbers. A trust shall be designated by the trust's name, the trustee's name, followed by the word "trustee." Trust applications shall include the taxpayer identification number;
 - 2) If someone other than the named Applicant executes the application, the name, position, mailing address and telephone number of the person executing the application shall be given as well as documentation evidencing the authority of the person to sign the contract on behalf of the named Applicant.
- (b) Documentation describing the Applicant's organizational structure (e.g., if the Applicant is a corporation, provide a certificate from the Secretary of State).
- (c) Evidence in the form of bylaws, charters, resolutions or other written documentation that specifies the authority of the official that will execute the contract. A corporation may file a corporate affidavit as evidence of the official's authority to sign.
- (d) All information necessary to establish:
 - 1) The Applicant's intended water use, including a Demand Schedule of the water to be made available by LCRA under the proposed contract;
 - 2) The amount, or Maximum Annual Quantity, of water that Applicant requests LCRA to supply, including a detailed description of how Applicant determined the amount necessary for the proposed Beneficial Use without waste, considering the implementation of Applicant's Water Conservation Plan;
 - 3) The appropriate water source and any necessary infrastructure or water rights amendments that may be required to supply the water requested (based on

- Applicant's proximity to water source, topographic, hydraulic, hydrologic and jurisdictional constraints);
- 4) The Applicant's intended method of wastewater disposal, and the estimated amount and location of Return Flow;
 - 5) Whether the Applicant intends to request a renewal or amendment of the contract upon its termination and any related future long-term water supply requests by the Applicant to LCRA; and
 - 6) The Applicant's compliance with any applicable rules of any regulatory agencies.
- (e) The application fee as provided in the amount described in Section 5.8 of these rules.
 - (f) Maps and GPS coordinates for the Point(s) of Availability, Point of Delivery (as appropriate), point of Return Flow (if any), and the legal description of the service area as further described in Section 5.2. (Applicants for domestic use contracts not to exceed 10 acre-feet per year need only supply such maps upon request by LCRA).
 - (g) A copy of any water rights or permits, or applications for water rights or permits, associated with the Point(s) of Availability or service area upon which the Applicant may rely.
 - (h) If the Applicant is a corporation, partnership or joint venture, documentation showing the Applicant's legal rights with regard to the property included in the service area (e.g., deed, lease).
 - (i) A draft or current Water Conservation Plan and Drought Contingency Plan, unless these rules, LCRA's Water Conservation Plan Rules or LCRA's Drought Contingency Plan Rules do not require such a plan for the type of contract sought by the Applicant.
 - (j) If the Applicant has an alternate source of water supply that it also will be diverting from using the same facilities used to divert water under the requested contract, the Applicant shall provide a proposed accounting plan setting forth how it intends to account for and report water used from the various sources of supply.
 - (k) An estimate of conveyance, delivery or system losses that are expected to be incurred to make the amount of water requested available at the Point(s) of Availability under the contract. Such estimate shall be prepared by a professional engineer or other qualified professional approved by LCRA. Upon approval by LCRA staff of appropriate estimates of conveyance, delivery or system losses, such amounts shall be incorporated into the requested MAQ, as appropriate.
 - (l) For a contract for water upstream of any of the Highland Lakes, or water from a tributary of the Colorado River downstream of the Highland Lakes, a technical analysis by a of the potential maximum impact of the proposed sale on LCRA's Combined Firm Yield of Lakes Buchanan and Travis or any other senior water rights that LCRA staff may designate. Such analysis shall be prepared by a professional engineer or other qualified professional approved by LCRA. Upon acceptance and approval of appropriate estimates by LCRA, such analysis shall be used to establish the MAQ of the contract. Applicant also shall include such estimates in its application for the Permit to Use State Water necessary to use the water sought in the contract request.
 - (m) Any other information required by the General Manager, these rules, the application form, or otherwise by law.
 - (n) The notarized signature of a representative authorized to sign the application on behalf of the Applicant.

5.2 Maps and Descriptions Required.

The Applicant shall submit multiple copies of the items listed below, except that an Applicant for a domestic use contract not to exceed 10 acre-feet per year shall only submit such items upon request by LCRA. All maps should be of reasonable size and scale to permit attachment

to the contract as exhibits and must be legible and readable when reduced to 8.5" x 11" size. The items below will be attached to the water contract and incorporated by reference.

- (a) Point(s) of Availability map. The Applicant shall provide a map identifying the location of all Points of Availability (points of diversion and/or impoundment) and points for discharge of Return Flow, if any. The map shall be a 7.5-minute United States Geological Survey topographic map indicating the bearing and distance from an original county survey, or from abstracts or surveys in the State of Texas Stream Adjudication Map, to the Points of Availability or its latitude and longitude. LCRA may, at its option, accept an alternate map providing necessary detail to establish the Points of Availability. The Applicant shall also provide GPS coordinates of any intakes or impoundments.
- (b) Legal description. The Applicant shall provide the legal description of the service area. A complete metes and bounds survey of the service area, or other legal documentation filed with county, state, or federal agencies (e.g., a plat filed in county public records; a Certificate of Convenience and Necessity map filed with TCEQ) will be accepted. The Applicant may submit as a service area only that area for which it has a legal right and requisite authority to serve. The service area for a city shall not extend outside of the city's extraterritorial jurisdiction absent documentation showing the city's authority to serve the area. A service area as defined in a Certificate of Convenience and Necessity (CCN) or a service area of an officially recognized political subdivision should appear exactly as it appears in the documentation of any applicable regulating authority. If an Applicant has applied for but not yet been granted a CCN or similar right to serve a particular area, the service area proposed in the contract shall be that area that is included in the filing for a certified service area. If no CCN or other right to serve is required, the service area shall be the area where the Applicant intends to provide water.
- (c) Service area map. The Applicant shall provide a map delineating the service area in relation to the surrounding landmarks, established cities, and major thoroughfares. This map should reflect the legal description provided above.

5.3 Water Conservation, Drought Contingency Plans.

- (a) The Applicant shall submit for review and acceptance multiple copies each of a water conservation plan and a drought contingency plan (where applicable) in accordance with the LCRA Water Conservation Plan Rules (attached hereto as Appendix A), LCRA Drought Contingency Plan Rules (attached hereto as Appendix B) and any applicable TCEQ regulations for drought contingency plans. The plans must address the requirements of the rules in regard to conservation and drought contingency.
- (b) LCRA staff will review each plan to determine whether it is consistent with the LCRA Water Conservation Plan Rules, LCRA Drought Contingency Plan Rules and applicable state law or rules. Any required plans accepted by LCRA staff will be attached to the proposed contract and will be incorporated into the contract by reference.

5.4 Purchasers with Multiple Contracts.

If the Applicant has a pre-existing water supply contract with LCRA for a different use or service area than the proposed contract, and the Applicant desires to designate some or all of the same Point(s) of Availability for its proposed contract, the Applicant must provide multiple copies of the following additional information:

- (a) A map of reasonable size and scale, showing the Point(s) of Availability to be shared and the Points of Delivery on the Purchaser's water conveyance system for Purchaser's existing and proposed contracts. Such map will be incorporated into the proposed contract(s) by reference.
- (b) At the Points of Delivery, Purchaser shall install appropriate water measuring devices in

order to determine the amount of water being supplied under each contract. The map submitted pursuant to subsection (a) shall show the location of such measuring devices.

5.5 Secondary Water Sales.

In the event the Applicant, as a Secondary Purchaser, desires to procure a contract for water from LCRA but have another of LCRA's water sale customers, the Primary Purchaser, divert and deliver that water from LCRA's firm supply, or the Applicant is a Primary Purchaser that will divert and deliver water to a Secondary Purchaser, the Applicant must provide multiple copies of the following additional information:

- (a) A map of reasonable size and scale, showing the point where the Secondary Purchaser's water conveyance system is connected to the Primary Purchaser's water conveyance system. Such map will be incorporated into the proposed contract by reference. At the Point of Delivery, the Secondary Purchaser shall install an appropriate water measuring device in order to determine the amount of water being supplied to the Secondary Purchaser such that the Primary Purchaser is not charged for that water.
- (b) A summary of the agreement between the Secondary Purchaser and the Primary Purchaser for the supply of water documenting the quantity of water expected to be delivered and the demand schedule.

5.6 Non-Standard Application.

Any applicant for a contract that, in the General Manager's determination, would require terms in addition to, or a variance from, the Standard Contract terms shall provide the information and fees requested in this Article and shall provide any additional technical information or data that the General Manager determines is necessary for the evaluation of the contract application, including, but not limited to, any information related to the infrastructure, water right or other authorizations, and estimated costs and schedules that may be needed for LCRA to supply the water sought by the application. The General Manager will work with the Applicant to develop a proposed schedule for having the Applicant or a third party (on which third party Applicant and the General Manager must agree) develop any additional technical or other information needed for LCRA to evaluate the contract application. If the Applicant does not provide the requested additional technical or other information within a reasonable timeframe as outlined in the proposed schedule, then said application shall be returned to the Applicant as administratively incomplete with the deficiencies noted.

5.7 Application Forms.

LCRA staff shall furnish, upon request, an application form(s) and instructions for preparing such application. The use of the application form is not mandatory; however, the Applicant must submit all the information required by these rules and requested in the application form. Should an Applicant choose not to use the form provided by LCRA, the Applicant shall provide all data requested in the application form and by these rules in such a manner that the information is separated into paragraphs numbered to correspond with those on the printed form. All applications shall be typewritten or printed legibly in ink. Illegible applications will be returned to the Applicant.

5.8 Application Fees and Deposit.

- (a) Deposit. Except as set forth in this section, any Applicant seeking a contract for 500 acre-feet per year or more shall provide a deposit equal to the Reservation Rate in effect on the date the application is submitted multiplied by the MAQ. Upon approval and execution of any proposed contract, LCRA shall use funds on deposit as a credit toward the Applicant's Reservation Fees. If no contract is issued, LCRA shall refund the deposit within 30 days of any final LCRA action regarding such contract request, less any

additional expenses incurred by LCRA in reviewing such application, if the Application Fees were insufficient to cover such expenses. A deposit is not required for applications submitted by existing customers in good standing or governmental authorities that are exercising taxing authority (including contract tax pledges in support of the raw water contract).

- (b) Application fees. A non-refundable application fee shall be charged for all applications for firm water, including contract renewals, as described below. The fee must be submitted with the application. Applicants requesting more than one water contract must submit the appropriate application fee for each application. The LCRA Board reserves the right to from time to time modify the fees associated with water contract applications.

(1) Contract for domestic use ≤10 acre-feet per year (a-f/year)	No charge
(2) Temporary contract	\$100
(3) Landscape irrigation or recreational use contract ≤30 a-f/year following standard water conservation and drought contingency plans	
(i) Contract	\$500
(ii) Amendment	\$100
(4) Standard contracts other than (1), (2) or (3), above	
(i) Application for a Standard Contract (New or Replacement) or Substantive Amendment <500 a-f/year	\$2,000
(ii) Application for a Replacement Standard Contract or Substantive Amendment ≥500 a-f/year or a New Contract ≥500 a-f/year and <5,000 a-f/year	
Base fee	\$2,000
Additional fee per acre-foot per year of additional water above 500 acre-feet/year	\$1.00 per a-f/year
(iii) Application for a New Contract ≥5,000 acre-feet/year	
Base fee	\$10,000
Additional fee per a-f per year of additional water above 5,000 a-f/year	\$1.00 per a-f/year
(iv) Application for a Nonsubstantive Amendment to a Standard Contract or a Substantive Amendment not: a) increasing the MAQ or duration; b) requiring a Replacement Contract; or c) requiring an update to the water conservation or drought contingency plan	\$500

In the event that the General Manager determines the application fee filed with an application for a non-standard contract is not sufficient to cover the costs of LCRA staff evaluating the technical information provided by the Applicant, the General Manager may, at his/her sole discretion, require the Applicant to: (1) provide additional funds to LCRA in advance of LCRA conducting further evaluation of the application, or (2) reimburse LCRA for any such costs. LCRA may also negotiate an agreement with the Applicant to allow for such evaluation to take place by a third party chosen by the General Manager at the expense of the Applicant. Applicant's refusal to provide additional funds necessary for LCRA to complete its technical evaluation within 30 days of receiving a request from LCRA for such funds shall be grounds for returning the application.

ARTICLE 6. STANDARD CONTRACT PROVISIONS

6.1 Required Standard Contract Elements Regarding Water Use.

The proposed contract must address the following elements regarding the Applicant's proposed use of the water:

- (a) Purpose. Classification of the purpose for which the water will be used shall be determined in accordance with the definitions in Article 3.
- (b) Amount. The contract shall specify the MAQ of water to be supplied by LCRA.

6.2 Source of Supply.

- (a) Unless specifically provided otherwise in the contract, LCRA may make available water under a contract from any existing or future source of firm water supply available to LCRA.
- (b) It is the Purchaser's sole responsibility to obtain access to the source of supply. A contract does not convey any express or implied easements.

6.3 Terms of Contracts.

- (a) The standard terms for firm water contracts are as follows:

	Minimum	Maximum
(i) Temporary Contracts	30 days	3 years
(ii) Domestic Use Contracts ≤ 10 acre-feet (a-f)	1 year	10 years
(iii) Landscape Irrigation and Recreational Contracts ≤ 30 a-f	3 years	10 years
(iv) Municipal or Industrial Contracts	5 years	40 years
(v) Industrial Contracts < 500 a-f	1 year	40 years
(vi) Other Firm Contracts ≥ 500 a-f	5 years	10 years
(vii) Other Firm Contracts < 500 a-f	<u>1 year</u>	10 years

- (b) The General Manager, in his/her discretion, may approve a term up to 10 years in excess of the maximum term provided in this rule if a Purchaser requests a longer term that coincides with the terms of loans, bonds, or other financial instruments, as required by governmental entity or financial institution or for other good cause. The Purchaser, to justify the longer term, must provide, in writing, a letter from that governmental entity or financial institution requesting such extension or other special circumstances or compelling reasons in support of the request for an extended term for good cause. In determining whether to grant a longer term, the General Manager shall consider the priority for firm water for municipal and domestic use provided in these rules.
- (c) Purchaser may terminate its contract or reduce the MAQ in its contract under the terms and conditions specified in Purchaser's contract. However, if the terms and conditions specified in Purchaser's contract are more restrictive than the provisions of this Rule 6.3(c), under the following circumstances, if Purchaser first provides at least 365 days' prior written notice to LCRA of its intent to terminate its contract or reduce the MAQ in its contract (the "Purchaser's Notice"), subject to the payment of all amounts due to LCRA, the contract will be deemed to have been terminated or the MAQ reduced by mutual consent (as applicable), effective when described in this Rule notwithstanding different or conflicting provisions in a Purchaser's contract:
 - 1) Temporary Contracts – Purchaser may terminate or reduce the MAQ of a temporary contract, to be effective after the completion of the minimum term defined in Section 6.3(a).

- 2) Contracts with MAQs less than 500 acre-feet per year – Purchaser may terminate or reduce the MAQ after the five-year anniversary of the Effective Date of the contract.
- 3) Contracts with MAQs of 500 acre-feet per year or more – Purchaser may terminate or reduce the MAQ of a contract with a MAQ of 500 acre-feet per year or more after the five-year anniversary of the Effective Date of the contract; provided however, the MAQ may not be reduced by more than the greater of 250 acre-feet or 25% percent of the original MAQ every 12 months.

Purchaser may request a waiver from LCRA staff of any of the prerequisites, limitations, or restrictions set forth in this Rule 6.3(c) or the contract. In considering waiver requests, in addition to any information provided by Purchaser, LCRA shall consider, among other things, LCRA's then-existing contractual commitments to its then-existing firm water customers and LCRA's ability to meet the needs of its then-existing firm water customers, as well as the factors relevant under the most current Water Management Plan.

During the period between the date of the Purchaser's Notice and the effective date of the contract termination or MAQ reduction (as applicable), the contract shall remain in full force and effect, except that when a MAQ reaches zero and all amounts payable have been received in full by LCRA, the contract shall be deemed to have been terminated by mutual agreement of the parties.

- (d) If customer has not used at least ten (10) percent of its contract quantity on an annual basis within the first ten (10) years, LCRA may require that customer demonstrate that water will be put to use within the next two years. If customer does not demonstrate such progress, or if at least 10 percent of the contract quantity is not put to use on an annual basis within the two-year period, LCRA may terminate the contract or reduce the contract quantity to an amount LCRA deems reasonable under its water contract rules in effect at the time.
- (e) No continuation of the service obligation under any contract after the expiration of the contract term shall be expressed or implied. The terms of a contract may expressly provide that the Purchaser is required to develop alternative or replacement supplies prior to the expiration of the contract and may further provide for the enforcement of such terms by penalties, fees, or other such provision. LCRA, however, in its sole discretion, may extend the term of an existing contract for a specified period of time pending issuance of a new contract to the same customer provided that the customer has submitted an application for renewal contract prior to the expiration of the existing contract.

6.4 Modifications to Standard Contract Terms.

When it is necessary to modify the Standard Contract terms to more accurately define specific circumstances related to the Applicant's particular location, intended use, etc., the General Manager may modify the standard form water contract, unless the modification is a substantive amendment requiring other actions or approval as provided herein.

ARTICLE 7. REQUIREMENTS FOR PURCHASERS

7.1 Ongoing Requirements of Purchasers.

Purchasers of water from LCRA have ongoing obligations as defined in the Contract and these rules, including, but not limited to the provisions of this Article, the Water Conservation Plan Rules, and the Drought Contingency Plan Rules.

- 7.2 Upstream or Downstream Tributary Contracts.
A Purchaser for the use of water upstream of any of the Highland Lakes or for use of water from a tributary downstream of the Highland Lakes must also obtain a term or temporary permit from TCEQ as required by TCEQ's substantive and procedural rules for water rights.
- 7.3 Surplus Water and Return Flows.
Water that a Purchaser diverts but does not use for Beneficial Use in accordance with the contract shall be returned to the Colorado River or a tributary of the Colorado River unless otherwise provided in a Board-approved non-standard contract.
- 7.4 Implementation of Water Conservation Plan and Drought Contingency Plan.
A Purchaser shall adopt and implement its Water Conservation Plan and Drought Contingency Plan for the duration of the water contract and update such plans as specified in section 7.6. In addition, the Purchaser must periodically report on progress made in implementation of its water conservation plan according to LCRA's Water Conservation Plan Rules.
- 7.5 Water Audit and Unaccounted-for Water Loss.
Purchaser shall conduct water loss audits in accordance with the TWDB rules (Texas Administrative Code, Title 31, Chapter 358).
- 7.6 Update to Demand Schedule, Water Conservation Plan and Drought Contingency Plan
At least once every five years, a Purchaser must submit an updated Demand Schedule to LCRA. The Purchaser shall review and update its Water Conservation Plan (WCP) and Drought Contingency Plan (DCP) not less than once every five years or following written request by LCRA consistent with any other schedule required by LCRA's Water Contract Rules. The Purchaser further agrees to submit any amended WCP or DCP to LCRA within 30 days after its adoption. LCRA, in accordance with applicable law, may from time to time adopt reasonable rules and regulations relating to water conservation and drought contingency measures, including LCRA's Water Management Plan. The Purchaser agrees to amend its WCP and/or DCP, as necessary, to reflect amendments in state law or regulations, or LCRA's rules and regulations. The Purchaser further agrees to do so within 180 days of the effective date of such amendments. Revisions to the Purchaser's WCP or DCP are not required under this section if the Purchaser has not initiated diversions; however, the Purchaser shall update its WCP and DCP to be consistent with LCRA's rules and regulations related to water conservation and drought contingency and provide LCRA a copy of such updated plans at least 60 days prior to initiating diversions under this Contract. In the event that the Purchaser agrees to furnish water or water services to a third party, who in turn will furnish the water or water services to an ultimate consumer, the Purchaser agrees to include in its agreement with the third party provisions that obligate the third party to: a) develop and implement water conservation and drought contingency programs consistent with the Purchaser's WCP and DCP; and b) amend its water conservation and drought contingency programs to reflect amendments in state law, regulations, or LCRA's rules, regulations, or Water Management Plan within the same timelines that apply to the Purchaser. If the Purchaser fails to amend its plans, or fails to implement its WCP or DCP, LCRA may terminate the water contract following written notice to Purchaser and opportunity to cure of 90 days.
- 7.7 Use of LCRA Property.
Purchasers are required to secure from LCRA, separate from a Purchaser's water contract, any leases, easements, or permits necessary to construct and/or operate any facility on, over, or under any LCRA-owned property, including, but not limited to, the water surface of all LCRA-owned reservoirs.

7.8 Water Intakes, Diversion Works, and Impoundments.

- (a) All intakes should be designed by a registered professional engineer using standard engineering practices and should be able to facilitate the diversion of water at various water surface elevations. Intake structures or their appurtenances must not pose a threat to public safety or navigability of the Colorado River or the Highland Lakes. Municipal use intakes should be designed in accordance with TCEQ rules for public water systems. Any and all markers, buoys, floating intake structures or appurtenances must be approved by LCRA. Information relating to the elevations and depth of the intake shall be submitted with the application if the Highland Lakes are the source of supply.
- (b) LCRA representatives shall be provided with reasonable access to any impoundment, storage facility, intake or diversion works for the purpose of inspection and monitoring for compliance with the contract. The diversion works, impoundments, or intake structures shall be equipped or designed in a manner that allows LCRA to access and lock or otherwise prevent Purchasers' continued diversion or other use of water as a result of a default under the contract and after notice to the Purchaser as provided in the contract.
- (c) It shall be the Purchaser's responsibility to have the capability to take the water at the Point(s) of Availability. No implied easement to access the source of supply is provided by the contract.
- (d) Table 1 provides reference elevations for designing intakes on the Highland Lakes. However, these elevations should not be construed as a guarantee of any minimum lake elevation.

7.9 Water Measurement.

- (a) If the water purchased under a contract is to be diverted from a source of supply, the Purchaser must measure water diverted with a measuring device approved by LCRA unless otherwise provided in the contract. The Purchaser shall measure water use and self-report such use to LCRA on a monthly basis or at such other frequency that may be specified in the Purchaser's contract. Measurement of water purchased under contract that does not solely involve the diversion of water from the source of supply (e.g., impoundment of water for recreation or livestock watering) may be accomplished through an alternative method approved by LCRA and included in the contract.
- (b) Meters and measuring devices acceptable to LCRA include the following types: displacement, venturi, multi-jet, turbine (various), propeller, proportional, compound, or other appropriate water meters as recognized by the American Water Works Association. Other measuring devices that may be proposed by a Purchaser must be approved in writing by LCRA. All acceptable meters or measuring devices must, unless otherwise approved in writing by LCRA:
 - 1) Be designed and installed by a licensed engineer, plumber or irrigator, or other qualified personnel approved by LCRA.
 - 2) Be installed on the Purchaser's system as near to the water source as practical and upstream of any connections, taps, faucets or other appurtenances where water may be withdrawn.
 - 3) Be installed in a location that provides LCRA (including its representatives) with reasonably safe access to the meter for the purpose of making meter readings, testing, and/or periodic inspections and that does not disrupt the periodic reading of LCRA's other customers' meters. The Purchaser must provide LCRA access to the Purchaser's property for inspection, testing and reading of the meter. The Purchaser must provide an all-weather road to facilitate access to meter. LCRA

shall have the right to approve both the design of the meter as well as the location of its installation.

- 4) Be accurate within plus or minus 5% of the indicated flow over the range of possible flows. In the case of a contract issued for an on-channel impoundment, an alternative measuring device or methodology with a 5% accuracy may be used with prior approval from LCRA.
 - 5) Be able to measure and register quantities of water in increments of 1,000 gallons or less.
 - 6) Be capable of measuring volumetric flow rates and registering total volumetric quantity.
 - 7) Be installed in accordance with the manufacturer's specifications and consistent with standard engineering practices.
 - 8) Be properly screened to prevent debris from causing meter malfunctions.
 - 9) Be of suitable material and of proper construction to withstand a surface water environment.
 - 10) Have serial number easily visible in its installed location.
 - 11) When installed outdoors be in a covered vault or other solid enclosure.
 - 12) Have hermetically sealed registers or other means to prevent the occurrence of condensation on register glass.
 - 13) Be installed in a manner to prevent flooding of the meter enclosure.
- (c) The Purchaser must repair, replace or make necessary improvements to a meter or other approved measuring device that is not in compliance with these rules promptly after the Purchaser becomes aware of the deficiency that causes the measuring device to not comply with these rules. Prior to or immediately following the time that a meter or other approved measuring device goes out of service, the Purchaser and LCRA shall agree on an alternative method for determining the amount of water diverted and/or used.
- (d) LCRA, in its sole discretion, may rely on measurements reported to LCRA by the Purchaser but doing so shall not relieve the Purchaser from any requirements in these rules relating to meters or measuring devices.
- (e) LCRA, in calculating fees due under a firm water contract, may base fees on a measurement of the amount of water made available from the December meter reading date to the next December meter reading date.

7.10 Testing of Measuring Device.

Periodic testing as required under the terms of a water contract must be performed in accordance with testing specifications as published by the American Water Works Association. Where and when possible, such testing is to be performed *in situ* (in place). Measuring device testing should be accomplished for those contracts that require periodic testing every 12 months for contracts with a MAQ of greater than 20 acre-feet per year or every 24 months for contracts with a MAQ up to 20 acre-feet per year. All testing should be performed by qualified personnel familiar with American Water Works Association testing procedures and with a background in such procedures.

7.11 Exceedance of MAQ.

If the amount of water made available for a Purchaser for any reason exceeds the MAQ stated in the Purchaser's contract during two consecutive years, or in two out of any four consecutive years, the Purchaser will be required to submit an application for a Replacement Contract, including applicable fees, and negotiate a new standard contract for an adjusted MAQ, the reasonableness of which shall be determined consistent with these rules, to the extent LCRA

has additional water supplies available. The General Manager may waive the requirement that an Applicant submit an application for a Replacement Contract if: (a) the Purchaser adopts and implements as part of its Water Conservation Plan additional specific water conservation measures consistent with those measures identified as recommended measures in the Water Conservation Plan Rules (in addition to all required measures); and (b) such measures are reasonably likely to result in future water use not exceeding the MAQ. The Purchaser shall remain subject to excess use charges consistent with the contract, regardless of whether the Purchaser obtains or has obtained a waiver from the requirement to submit an application for a Replacement Contract.

7.12 Pro Rata Reduction During Water Shortage.

- (a) During a water shortage, the water supply provided by LCRA under a water contract is subject to curtailment in accordance with section 11.039 of the Texas Water Code, LCRA's water rights, LCRA's Drought Contingency Plan, and any curtailment plan developed with customers as required by LCRA's Water Management Plan. LCRA has developed Firm Customer Pro Rata Curtailment Rules, which are a part of LCRA's Water Contract Rules, and attached as Appendix C.
- (b) Consistent with state law and these plans, and to effectively address the water shortage, the curtailment shall be based on the customers' reasonable water needs during the curtailment period, and not the contracted amount, after consideration of the customers' implementation of their water conservation and drought contingency plans.
- (c) In the event the supply of water provided to the Purchaser is limited because of a curtailment imposed by LCRA or state law in accordance with these rules to an amount less than the Purchaser's MAQ, then the Purchaser shall pay a surcharge, in excess of the firm water rate, to be set by the LCRA Board multiplied by any amount of water diverted by the Purchaser in excess of the amount the Purchaser is authorized to divert during the curtailment. Unless otherwise specifically provided under the contract, a curtailment of water under this provision shall not result in a reduction or suspension of the Reservation Charge for the unused portion of the full MAQ under the contract.

7.13 Returned Instrument Fee.

In the event a Purchaser attempts to pay LCRA by check, draft, credit card or any other similar instrument and the instrument is returned or refused by the bank or other similar institution as insufficient or non-negotiable for any reason, the Purchaser shall be assessed and must pay to LCRA, per each returned instrument, LCRA's current returned instrument fee. The LCRA returned instrument fee is currently \$25.00 per returned instrument.

7.14 Notices Required

A Purchaser shall notify LCRA in writing of certain activities throughout the term of the Purchaser's contract, which notice requirements shall include those listed below, unless otherwise required by law, in addition to those listed in the contract. Notice to LCRA shall be satisfied by i) certified mail with return receipt; or ii) electronic mail to firmwater@lcra.org with a reply email from LCRA staff acknowledging receipt.

- (a) Related water rights permit and annual reports. In the event a Purchaser is required by state law to obtain a water right permit or water right permit amendment – including, but not limited to, contractual, term, or temporary water right permits – from TCEQ related to water that is reserved or purchased pursuant to an LCRA water contract, the Purchaser shall provide LCRA (i) a copy of the application for the water right permit or water right permit amendment within five business days of its filing with TCEQ; (ii) a copy

of any proposed notice related to the application within five business days of receipt from TCEQ; and, (iii) a copy of the water right permit or water right permit amendment promptly following the issuance of the water right permit or water right permit amendment. The Purchaser shall incorporate LCRA's reasonable comments into the application notice provided that: (i) LCRA provides its comments to the Purchaser within 10 business days of LCRA's receipt of the draft notice, unless a shorter response period is required by TCEQ; and (ii) TCEQ accepts LCRA's comments in the final version of the notice. The Purchaser also shall provide LCRA a copy of any notice or action by TCEQ of a violation or termination of the water right permit or water right permit amendment within 10 days of the Purchaser receiving notice from TCEQ. By March 15 of each year, the Purchaser shall also provide LCRA a copy of its annual water use reports filed with TCEQ.

- (b) Provision of regulatory approvals. Except for water rights permits governed by Section 7.14 (a) of these rules, the Purchaser shall provide LCRA copies of any approvals received from federal, state or local agencies that relate to water reserved or purchased pursuant to a Purchaser's contract or to facilities intended to divert, transport or use water provided under a Purchaser's contract within a reasonable amount of time following a written request by LCRA staff.
- (c) Notice of intent to divert or impound. The Purchaser shall notify LCRA of its intentions to initiate diversions or impoundment of water under the Purchaser's contract not more than eight weeks, nor less than four weeks, prior to the Purchaser's initiation of diversions or impoundment. Such notice shall include the Purchaser's anticipated diversion rate, not to exceed the Maximum Diversion Rate. If diversions of water are being continued from a previous contract or other right to divert, and no change in diversion rate is anticipated, no notice is necessary. The Purchaser shall notify LCRA in writing not more than two weeks prior to making any change in its planned diversion rate, not to exceed the Maximum Diversion Rate specified in this Contract. If Purchaser's Point(s) of Availability are located downstream of Lake Travis or on a tributary which flows into the Colorado River downstream of Lake Travis, the Purchaser shall notify LCRA's River Operations Center (ROC) of its intent to impound and/or divert water under this Contract and shall either: (1) develop with the ROC a written process or mechanism for notifying the ROC of its intent to divert water; or (2) notify the ROC prior to making any impoundment and/or each diversion or change in diversion in accordance with any requirements set forth in the Special Conditions in the Contract.
- (d) Reuse. A Purchaser shall notify LCRA not more than eight weeks, nor less than four weeks, prior to implementing a program for Reuse for water that is reserved or purchased pursuant to an LCRA water contract. The Purchaser will make available to LCRA non-privileged documents regarding the Purchaser's reuse program within a reasonable amount of time, not to exceed 20 days, following a request by LCRA staff. For all purposes of this Contract, the term "reuse" means the authorized use of water, which water was diverted and used pursuant to this Contract, but which water remains unconsumed and has yet to be either disposed of or discharged or otherwise allowed to flow into a watercourse, lake or other body of state-owned water.
- (e) Transfer to Secondary Purchaser. A Primary Purchaser shall notify LCRA of any agreement it has made to divert or deliver water for a Secondary Purchaser. Such notice shall be provided at least 30 days prior to any diversions or deliveries from the Primary

Purchaser to the Secondary Purchaser and shall include the information required by Section 5.5 of these rules.

- (f) Termination of contract. A Purchaser shall notify LCRA pursuant to the Purchaser's contract of its desire to cancel said contract. The Purchaser shall remain liable for all fees and charges accruing under the contract through the effective date of termination of the contract. Termination of the contract does not release the Purchaser of its obligation to pay in full all fees and charges that have accrued prior to the contract being terminated. (See also Section 6.3(c).)
- (g) Change of ownership. A Purchaser shall provide LCRA prior notice of any change of ownership of Purchaser or the sale, conveyance, merger, or dissolution of the corporate entity or Service Area identified in the Purchaser's contract. Such notice does not constitute the assignment of the Purchaser's rights or duties under the Purchaser's contract.
- (h) Change of address or executive staff. A Purchaser shall notify LCRA of any change of address or change of executive staff that was provided in the Purchaser's application within 30 days of the change.
- (i) Annual reports of due diligence. A Purchaser is required to report to LCRA, on a yearly basis, progress made toward obtaining any and all necessary authorizations (e.g., TCEQ permits, Army Corps of Engineers permits, etc.) as well as progress toward commencing and completing construction of facilities which will be used to divert, impound, and/or convey water under the Purchaser's contract.
- (j) As-built plans and location of facilities. Upon request from LCRA, a Purchaser shall provide to LCRA "as-built" drawings and plans (including GPS coordinates of any intakes or impoundments) for facilities which were actually built and will be used to divert, impound, and/or convey water under the Purchaser's contract within 30 days of such request.

ARTICLE 8. AMENDMENTS AND ASSIGNMENTS

8.1 Amendments to Existing Contracts.

- (a) If a Purchaser desires to amend an existing contract, the following conditions apply:
 - 1) No amendments will be made to contracts with unpaid account balances.
 - 2) Substantive amendments (as determined by the General Manager except as otherwise provided herein) may be made to existing contracts based on the most current LCRA standard form water contract. Substantive amendments shall include, at a minimum:
 - (i) Assignment of the contract;
 - (ii) Increasing the contract's term;
 - (iii) Increasing the MAQ; and,
 - (iv) Service area amendments that (regardless of the amount of the current service area that may be removed) add additional service area not within the current service area in the amount of: a) 50 acres or more; or, b) 25% or more of the current service area.
 - 3) Substantive amendments shall require approval by either the General Manager or the LCRA Board as specified in Section 4.6 of these rules.
- (b) Only contracts based on the most current LCRA Standard Contract terms may be amended for substantive amendments. If the contract sought to be substantively amended does not contain the most current LCRA Standard Contract terms, the Purchaser will be required to submit an application for a new water contract to replace

the existing non-conforming water contract in accordance with these rules. In the event the non-conforming provisions are limited in quantity, the General Manager, in his/her sole discretion, may alternatively include updated provisions in a contract amendment.

- (c) Nonsubstantive corrections and amendments may be made by the General Manager, without LCRA Board approval. Sufficient documentation shall be supplied by the Purchaser to justify such amendments.

8.2 Contract Assignments.

- (a) Water contracts do not convey with the title of the property in the contract service area.
- (b) If a Purchaser desires to assign the rights and duties under its contract the following conditions apply:
 - 1) Water contracts may only be assigned as specified in the contract; and
 - 2) LCRA may reject any assignment not made with LCRA's consent, which consent must be obtained in advance of the sale, trade or transfer.
- (c) If a Purchaser desires to assign a contract and such assignment is permitted under the terms of that contract, the following conditions apply:
 - (1) LCRA will not authorize the assignment of any contract that has an unpaid account balance;
 - (2) LCRA will not authorize the assignment of any contract that is not based on the most current Standard Contract form. LCRA may, however, authorize the assignment of an existing contract if: (i) that assignment incorporates all the language and policies reflected in the most current Standard Contract form; or (ii) the assignee submits a non-refundable application for a Replacement Contract prior to the assignment becoming effective and the assignment requires assignee to pursue the application and execute the Replacement Contract consistent with the timeframes in these rules;
 - (3) the Purchaser must submit legal documentation validating the sale, trade, or transfer of the property covered by the contract's service area; and,
 - (4) both assignor and assignee must execute a written instrument of assignment that clearly discloses the assignee, or new Purchaser, and states that the assignee agrees to abide by all terms and conditions contained in the referenced contract.
- (d) If the property covered by the contract's service area is foreclosed upon, and the entity exercising its lien desires to continue to supply water to the property, LCRA may at its discretion allow a temporary assignment of rights and duties under the contract to the lien holder for a period not to exceed one year. Such assignment will allow the lien holder as the property owner to continue operation of the system until either: (1) it can negotiate a new water contract with LCRA on its behalf; or, (2) the property can be sold to a subsequent owner. In the event that the property is sold, the subsequent owner must negotiate a new water contract within 60 calendar days of the close of the sale of the property if it desires to continue to purchase water from LCRA.

ARTICLE 9. VARIANCES

Where special conditions or compelling circumstances exist, the LCRA Board may consider and approve requests for variances from the requirements of these rules on a case-by-case basis upon recommendation by LCRA staff.

ARTICLE 10. REQUIREMENTS FOR INTERBASIN WATER SALES TO WILLIAMSON COUNTY

10.1 Applicability.

This article sets forth additional requirements that apply to interbasin water sales to any person or entity within Williamson County that did not have a water sale contract with LCRA on or before May 1, 1997, consistent with the requirements of Section 8503.029, Texas Special District Local Laws Code. In the event of a conflict between a requirement set forth in this Article 10 and any other requirement in these rules, the requirements in this Article 10 control.

10.2 Definitions.

- (a) **Adverse Effects of the Transfer:** The reduction in availability of sufficient Surface Water to meet the needs of LCRA's interruptible agricultural customers within Colorado, Wharton, and Matagorda counties resulting from water contracts entered into pursuant to Section 8503.029(a)(3)(B), Texas Special District Local Laws Code.
- (b) **Average Annual Volume:** The arithmetical average volume of water over a contiguous three-year period.
- (c) **Conserved Water:** The Average Annual Volume of water made available under Section 8503.029(a)(3)(B), Texas Special District Local Laws Code from conservation projects and demand reduction projects within the water service areas of LCRA's agricultural operations within Colorado, Wharton, and Matagorda counties. Conserved Water can be classified as firm, interruptible or any combination thereof.
- (d) **Developed Water:** The Average Annual Volume of additional water made available for use within the water service areas of LCRA's agricultural operations within Colorado, Wharton, and Matagorda counties under Section 8503.029(a)(3)(B), Texas Special District Local Laws Code that may include: (1) groundwater, or (2) surface water resources that are not presently under the control of LCRA. Such water may originate inside or outside the boundaries of the Colorado River basin and may be firm, interruptible or any combination thereof.
- (e) **No Net Loss:** A hydrologic condition where the volume of Transferred Water is equivalent to, or less than, the combined volume of Conserved Water, Developed Water, and Returned Water resulting in a reduced reliance on Surface Water for agricultural irrigation.

$$\text{Transferred Water} \leq \text{Conserved Water} + \text{Developed Water} + \text{Returned Water}$$

- (f) **Returned Water:** The Average Annual Volume of water that is imported to the lower Colorado River basin with the specific intent to meet the condition of Section 8503.029(a)(3)(B), Texas Special District Local Laws Code. Such water may be firm, interruptible or any combination thereof.
- (g) **Surface Water:** Water from the Colorado River or Highland Lakes. This water can be classified as either firm, interruptible water, or any combination thereof.
- (h) **Transferred Water:** The Average Annual Volume of Surface Water exported from the lower Colorado River basin to Williamson County under Section 8503.029(a)(3)(B), Texas Special District Local Laws Code.

10.3 Conservation Charge.

In addition to the standard rates and charges, any customer subject to the requirements of this Article shall pay a Conservation Charge, as set by the Board pursuant to Section

8503.029(c), Texas Special District Local Laws Code, which shall be sufficient to cover the costs of mitigating Adverse Effects of the Transfer.

10.4 No Net Loss.

Prior to any diversion of water, the means to conserve, develop, or return water to satisfy the No Net Loss condition shall be identified that would be sufficient based on an Average Annual Volume to conserve, develop, or return the necessary volumes of water.

TABLE 1. HIGHLAND LAKES REFERENCE ELEVATIONS

(in feet above mean sea level, based on the 1988 North American Vertical Datum)

Lake Buchanan

Spillway	1,020.61
Floodgate Sill at 15.5 foot	1,005.63
Floodgate Sill at 25.5 foot	995.63
Penstock Intake at bottom	937.26

Inks Lake

Spillway	888.63
Penstock Intake at bottom	845.81

Lake LBJ

Top of Normal Operating Pool	825.68
Floodgate Sill	795.64
Penstock Intake at bottom	793.68

Lake Marble Falls

Top of Normal Operating Pool	737.69
Floodgate Sill	726.23
Penstock Intake at bottom	710.05

Lake Travis

Spillway	714.6
Top of Conservation Pool	681.6
Penstock Intake at bottom	552.6
Floodgate Conduits at bottom	536.35

Lake Austin

Spillway	493.11
Floodgate Sill at 12 foot	481.11
Floodgate Sill at 18 foot	475.31
Penstock Intake at bottom	462.31

APPENDIX A
LCRA WATER CONSERVATION PLAN RULES

APPENDIX B
LCRA DROUGHT CONTINGENCY PLAN RULES

APPENDIX C
LCRA FIRM WATER PRO RATA CURTAILMENT RULES

Exhibit A

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I. WATER SUPPLY

A. PERMIT(S) MAY BE REQUIRED.

PURCHASER may not impound, divert, or use water under this Contract unless PURCHASER, in accordance with the substantive rules of the Texas Commission on Environmental Quality (TCEQ), Army Corps of Engineers (USACE), or any other local, state, or federal regulatory authority, obtains and maintains any water rights permit, wastewater discharge permit, dredge and fill permits, or any other similar permit, that is necessary to authorize PURCHASER'S impoundment, diversion and/or consumptive use, and subsequent discharge, of water consistent with this Contract.

B. MAXIMUM ANNUAL QUANTITY.

From and after the Effective Date hereof, PURCHASER shall have the right to a Maximum Annual Quantity (MAQ) of raw or untreated water per annum made available by LCRA as set forth in the terms of the Contract. For purposes of this Contract, the term "made available" refers to the greatest of: (i) the amount of water released or supplied from LCRA firm supplies to allow for diversions by PURCHASER; or (ii) the amount of water diverted by or for PURCHASER at the Point(s) of Availability plus the Loss Factor (defined below) times such amount. PURCHASER shall designate a point or points of availability for such water as described and depicted in Exhibit "B" attached hereto (the "Point(s) of Availability"), said Exhibit depicting the location by reference to a corner of an original land survey and/or other survey point, giving course and distance and providing the latitude and longitude. In the event that the Point(s) of Availability are located on a LCRA operated-canal, PURCHASER shall also identify a point or points of diversion for such water on the Colorado River ("Point(s) of Diversion"). Such Point(s) of Diversion, if any, shall be described and depicted in Exhibit "B" in the same manner described for Point(s) of Availability.

In the event that PURCHASER'S Point(s) of Availability are located downstream of Lake Travis, the Contract will specify a Loss Factor. The Loss Factor represents LCRA's best available estimate of the conveyance, delivery, or system loss incurred to provide water under this Contract. LCRA hereby reserves the right to modify the Loss Factor and make any associated changes to the MAQ, at any time, based on

any revised estimates of conveyance, delivery, or system loss associated with the delivery of water to PURCHASER, including but not limited to changes in the source of supply LCRA uses to make water available to PURCHASER or updated and substantiated information related to river or canal losses.

PURCHASER may, at its option, conduct its own investigation of conveyance, delivery, or system losses, associated with the delivery of water by LCRA under this Contract. If PURCHASER conducts such study in accordance with LCRA's then-current Water Contract Rules, it shall provide to LCRA in a written report the results of any such investigation within sixty (60) calendar days of completion and LCRA agrees to consider whether any adjustment to the Loss Factor is appropriate under this Contract. If LCRA determines that an adjustment to the Loss Factor is appropriate, it shall provide PURCHASER written notice, by certified mail, of any change to the Loss Factor and resulting change to the Contract MAQ, within fifteen (15) business days of adopting such change. A change to the Loss Factor that results in an increase in the MAQ of 500 acre-feet per year or more shall not take effect until approved by the LCRA Board as an amendment to this Contract. Notwithstanding the foregoing or any provision in LCRA's raw water contract rules, LCRA will not require PURCHASER to obtain a new contract on the most current standard form water contract where the change to the MAQ is based solely on a change to the Loss Factor.

C. EXCEEDANCE OF MAXIMUM ANNUAL QUANTITY.

If the amount of water made available to PURCHASER for any reason exceeds the Maximum Annual Quantity stated in PURCHASER's Contract during two (2) consecutive years, or two (2) out of any four (4) consecutive years, PURCHASER shall submit an application (including the application fee) for a new standard form water contract for an adjusted MAQ, the reasonableness of which shall be determined consistent with LCRA's then effective Water Contract Rules, to the extent LCRA has water supplies available. If PURCHASER has not obtained a contract for an increased MAQ and has a subsequent exceedance within the immediately following five (5) years PURCHASER shall pay to LCRA the Recurrent Excess Use Charge described in Section II.B.5. To the extent provided by the LCRA Water Contract Rules, LCRA may allow PURCHASER to take alternate actions in lieu of submitting an application for a new standard form contract. In such event, PURCHASER shall not be subject to the Recurrent Excess Use Charge in the immediately following year, and will only be subject to such fee in the event of subsequent exceedances in two (2) out of any four (4) consecutive years.

D. MAXIMUM DIVERSION RATE.

PURCHASER may not divert water made available by LCRA under this Contract at a rate greater than as set forth in this Contract ("Maximum Diversion Rate").

E. SOURCE OF WATER SUPPLY.

1. The water made available for impoundment, diversion and/or use under this Contract will be water provided from any source available to LCRA at the time PURCHASER uses water under this Contract.
2. LCRA may make water available under this Contract in accordance with LCRA's Water Management Plan, as may be amended in accordance with state law from time to time, from storage in lakes Buchanan and/or Travis in accordance with water rights held by LCRA as set forth in Certificates of Adjudication No. 14-5478, as amended, and 14-5482, as amended.
3. LCRA may make water available under this Contract from water rights owned by LCRA based on that certain water right previously owned by the Garwood Irrigation Company and identified as Certificate of Adjudication No. 14-5434 issued by the Texas Water Commission on June 28, 1989, as amended (herein, "Garwood's Right"). That portion of Garwood's Right that is owned by LCRA (and for which reference is made to Certificate of Adjudication No. 14-5434C issued by the Texas Natural Resource Conservation

Commission) is referred to herein as “Garwood’s Remaining Right.”

- a) PURCHASER acknowledges and agrees that LCRA may make water available for impoundment, diversion and/or use under this Contract from Garwood’s Remaining Right only following approval by TCEQ, of amendments to allow use of Garwood’s Remaining Right for the type of use authorized by this Contract at the Point of Diversion and/or Point of Availability.
- b) In this event, this Contract is subject to the commitments and conditions set forth in Section 7.08 of that certain Purchase Agreement, dated July 20, 1998, between Garwood Irrigation Company, as seller, and LCRA, as buyer (the “LCRA-Garwood Purchase Agreement”), and is further subject to all terms, provisions and special conditions contained within Garwood’s Remaining Right, as amended. Copies of the LCRA-Garwood Purchase Agreement and Garwood’s Remaining Right, as amended, are available from LCRA’s website, and as of the date of execution of the contract, were specifically available at the following internet web-site address:

<https://www.lcra.org/water/permits-contracts/water-supply-contracts/agricultural-irrigation-use/>

PURCHASER also may obtain copies of the LCRA Purchase Agreement and Garwood’s Remaining Right, as amended, by request to LCRA’s address for notices herein. By executing this Contract, PURCHASER hereby acknowledges receipt of copies of the LCRA Purchase Agreement and Garwood’s Remaining Right, as amended.

F. TYPE OF USE.

PURCHASER represents to LCRA and LCRA relies on such representation that all water made available under this Contract will be impounded, diverted, and/or used by PURCHASER for the type of use as described in this Contract, as such use is defined in the LCRA Water Contract Rules or by the substantive rules for water rights of TCEQ. In accordance with state law, any part of the water that PURCHASER impounds or diverts but does not use or consume for such use in accordance with this Contract shall be returned to the Colorado River or a tributary of the Colorado River.

G. SERVICE AREA.

Water made available under this Contract shall only be used within that certain area, as described in Exhibit C attached hereto and depicted in Exhibit D, attached hereto, together hereinafter called the “Service Area.” In no event shall water supplied under this Contract be available to any area outside of LCRA’s statutory water service area. Further, water supplied under this Contract shall not be available to any area outside the Colorado River basin unless such interbasin transfer is authorized by one or more water rights.

H. WATER CONSERVATION AND DROUGHT CONTINGENCY MEASURES.

1. PURCHASER agrees to implement the water conservation program contained in the water conservation plan (the “Water Conservation Plan” or “WCP”) described in Exhibit E attached hereto. PURCHASER further agrees that the water impounded and/or diverted by PURCHASER pursuant to this Contract will be used in accordance with such WCP.
2. PURCHASER agrees to implement the drought contingency program contained in the drought contingency plan (the “Drought Contingency Plan” or “DCP”) described in Exhibit F attached hereto. PURCHASER further agrees that the water impounded and/or diverted by PURCHASER pursuant to this Contract will be used in accordance with such DCP.
3. PURCHASER shall review and update its WCP and DCP as provided in the Water Contract

Rules, with such updates to be required among other things, on a periodic basis and in response to changes in the rules of LCRA or state laws or regulations.

4. If PURCHASER fails to submit an updated WCP or DCP, or fails to implement its WCP or DCP, after thirty (30) days following notice by LCRA of an ongoing failure to comply with the requirements, PURCHASER shall pay LCRA a one-hundred dollar (\$100) administrative fee each month until an updated WCP and/or DCP is submitted or the WCP and/or DCP is implemented. The Contract is further subject to termination for failure of PURCHASER to update its WCP and/or DCP as specified in Section II.D.4.

I. AVAILABILITY OF WATER.

LCRA is committing to make available to PURCHASER under this Contract a portion of LCRA's firm water supply, as defined in LCRA's Water Contract Rules; provided, however, LCRA may interrupt or curtail the water supplied under this Contract as required by state law or in accordance with LCRA's Water Management Plan or applicable Drought Contingency Plan(s), as such Plans and any amendments thereto have been approved and may be approved in the future by TCEQ.

In the event the Point(s) of Availability are upstream of Lake Buchanan and/or on a tributary to the Colorado River, water supplied under this Contract is water that otherwise would have flowed into the Colorado River and/or lakes Buchanan and Travis and is a commitment against LCRA's firm water supply, as defined in LCRA's Water Contract Rules, subject to diversion and use rights of all senior right holders upstream and downstream of the Point(s) of Availability. Diversions and/or impoundment at such upstream Point(s) of Availability require a water right permit issued by TCEQ. In addition to the interruptions or curtailments mentioned above, availability of water is further subject to factors associated with the Point(s) of Availability, including but not limited to the flow of the river or tributary, diversions of water by senior and superior water rights, and conditions in the upstream water right permit.

J. DELIVERY OF WATER.

LCRA is responsible for making water available under this Contract only up to the MAQ. LCRA makes no guarantee that the water made available under this Contract will be available at any particular time or place or that any LCRA owned/operated reservoir or the Colorado River will be maintained at any specific elevation or flow at any particular time. Furthermore, PURCHASER acknowledges and agrees that LCRA's obligations under this Contract shall not require LCRA to make additional releases of water from LCRA firm water supplies beyond the MAQ or to make releases to raise the water elevations or flows at the Point(s) of Availability at a particular time sufficient for PURCHASER's intake and/or diversion facilities to operate.

K. DEMAND SCHEDULE.

PURCHASER has provided a Demand Schedule (Exhibit G) that reflects PURCHASER's best estimate of the scheduled initiation of diversions, initial usage, annual projected water usage, and any increases of usage over time (at intervals no greater than every five (5) years and more frequent as requested by LCRA staff), of the water to be made available by LCRA under this Contract, consistent with LCRA's Water Contract Rules. The Demand Schedule shall include any plans for direct reuse of water made available under this Contract. PURCHASER shall review, update if needed, and provide to LCRA an updated Demand Schedule not less than once every five (5) years coincident with any updated Water Conservation Plans required by this Contract or LCRA's Water Contract Rules, or following written request by LCRA consistent with any other schedule that may be required by LCRA's Water Contract Rules.

L. STATE REGULATION OF LCRA WATER SUPPLIES.

PURCHASER acknowledges and agrees that the water LCRA makes available under this Contract may be regulated in whole or in part by the State of Texas or local regulatory authorities. PURCHASER further acknowledges and agrees that LCRA's water rights are subject to regulation by the State of Texas, including

but not limited to periodic review and amendment of LCRA's Water Management Plan by TCEQ. LCRA and PURCHASER acknowledge and agree that LCRA shall be obligated to exercise due diligence to manage its water supplies within such regulatory regimes to make water available to PURCHASER in accordance with the terms of this Contract. PURCHASER acknowledges and agrees, however, that LCRA's obligations under this Contract may be affected by orders of the State of Texas, its agencies or local regulatory authorities. Orders of the State of Texas, its agencies or local regulatory authorities may constitute a "force majeure" event in accordance with this Contract.

M. OPERATIONS OF DAMS AND RESERVOIRS.

The right of LCRA to maintain and operate its several dams and their appurtenances on the Colorado River and its associated tributaries and at any and all times in the future to impound and release waters thereby in any lawful manner and to any lawful extent LCRA may see fit is recognized by PURCHASER; and, except as otherwise provided herein, there shall be no obligation upon LCRA to release or not to release any impounded waters at any time or to maintain any waters at any specified elevation or flow. PURCHASER acknowledges that the elevations of said reservoirs and the Colorado River will vary as a result of hydrologic events, or lack thereof, (e.g. floods or droughts) in the watershed and LCRA's operations of its dams on the Colorado River.

N. QUALITY OF WATER.

LCRA makes no representation as to the quality of the water made available under this Contract, and PURCHASER hereby releases LCRA and agrees to hold it harmless from any and all claims that PURCHASER or PURCHASER's customers or users have or may have against LCRA for any diminution in or impairment of the quality of water made available under this Contract.

O. INTERBASIN TRANSFER.

Any surface water made available under this Contract may not be transferred or used outside of the Colorado River basin unless such transfer or use is within LCRA's water service area and authorized by a water right issued by TCEQ. In the event that PURCHASER has indicated its intent to transfer or use surface water made available under this Contract outside of the Colorado River basin in accordance with this section, PURCHASER, by executing this Contract, authorizes LCRA to apply to the TCEQ for the necessary authorization pursuant to Texas Water Code § 11.085 and 11.122 within ninety (90) days of the Effective Date of this Contract. LCRA shall diligently pursue such authorization after it is filed. PURCHASER shall pay for any costs and fees related to such application, including, but not limited to filing and notice fees, legal fees and expert fees, after LCRA bills PURCHASER for such costs and fees in accordance with this Contract.

P. REQUIRED NOTICES.

PURCHASER shall provide notice to LCRA of certain activities specified in the Water Contract Rules throughout the term of this Contract. Such notice requirements may apply to, among other things, intent to divert, plans for and implementation of reuse, activities related to a water right permit, agreement to supply a Secondary Purchaser, and change of ownership.

II. CONTRACT ADMINISTRATION

A. TERM OF CONTRACT.

This Contract shall be for the term of years as set forth in this Contract, which shall commence on the Effective Date and end on the anniversary of the Effective Date in the last year of the contract term as set forth in this Contract, unless terminated earlier by either party as provided below.

B. PAYMENT.

1. The "Water Rate" is the rate determined by the LCRA Board of Directors to then be in effect for all sales of firm water for the same use as provided in this Contract. The "Reservation Rate" is the rate determined by the LCRA Board to then be in effect for the reservation of firm water for the same use as provided in this Contract. The "Inverted Block Rate" is the rate determined by the Board to then be in effect for diversion or use of water in amounts in excess of the MAQ.
2. The Water Rate presently in effect is \$155 per acre-foot (\$0.48 per 1,000 gallons) of water. The Reservation Rate presently in effect is \$77.50 per acre-foot. The Inverted Block Rate presently in effect is \$310 per acre-foot of water. LCRA reserves all rights that it may have under law to modify the Water Rate, the Reservation Rate, or the Inverted Block Rate. PURCHASER understands and acknowledges that the Water Rate, Reservation Rate, and the Inverted Block Rate set forth in this Contract have been approved by the LCRA Board, and that the Board may change all rates, fees and charges under the Contract from time to time.
3. Reservation Charge.
 - a) PURCHASER agrees and covenants to pay – on a monthly basis – an amount of money equal to the Reservation Rate multiplied by one-twelfth (1/12) of the MAQ (the "Monthly Reservation Charge") which shall be for the preceding billing period. However, in the event the MAQ is 250 acre-feet per year or more and PURCHASER is not an existing customer in good standing nor a governmental entity exercising taxing authority, for the period until the later of the fifth full calendar year since the Effective Date or the year in which PURCHASER's water use equals at least twenty percent (20%) of the MAQ, PURCHASER shall pre-pay on a non-refundable basis for the reservation of water as follows: PURCHASER agrees to and covenants to pay LCRA – on the first billing period after the Effective Date of this Agreement – an amount equal to the Reservation Rate multiplied by the MAQ ("Prepaid Annual Reservation Charge"), which amount shall be prorated to the end of the calendar year in which this Contract becomes effective; and thereafter, PURCHASER agrees and covenants to pay LCRA the Prepaid Reservation Charge on the first billing period of each calendar year. Following the later of the fifth full calendar year since the Effective Date or the year in which PURCHASER's water use equals at least twenty percent (20%) of the MAQ, PURCHASER shall pay the Monthly Reservation Charge described above.
 - b) In the event this Contract is for recreational or irrigation use with a MAQ not exceeding 30 acre-feet per year and specifies semi-annual billing, in lieu of subparagraph a, above, PURCHASER agrees and covenants to pay – on a semi-annual basis – an amount of money equal to the Reservation Rate multiplied by one-half of the MAQ (the "Prepaid Semi-annual Reservation Charge") which shall be for the upcoming semi-annual billing period.
4. Use Charge.
 - a) PURCHASER agrees and covenants to pay LCRA – on a monthly basis – an amount of money (the "Use Charge") equal to the Water Rate less the Reservation Rate multiplied by the amount of water made available to the PURCHASER during the previous monthly billing period ("Monthly Use").
 - b) In the event this Contract is for recreational or irrigation use with a MAQ not exceeding 30 acre-feet per year and specifies semi-annual billing, in lieu of subparagraph a, above, PURCHASER agrees and covenants to pay LCRA – on a

semi-annual basis – an amount of money (the “Semi-annual Use Charge”) equal to the Water Rate less the Reservation Rate multiplied by the amount of water made available to the PURCHASER during the previous semi-annual billing period.

- c) For purposes of this section, the term “made available” refers to the greatest of: (i) the amount of water released or supplied from LCRA firm water supplies to allow for diversions by PURCHASER; or (ii) the amount of water diverted by or for PURCHASER at the Point(s) of Availability plus the Loss Factor, if any, multiplied times such amount.
5. PURCHASER further agrees and covenants to pay LCRA – on a calendar year basis – an amount of money (the “Excess Use Charge”) equal to the Inverted Block Rate multiplied by any amount of water made available to PURCHASER in excess of the MAQ during the previous calendar year, less any amount PURCHASER has previously paid for the same water through use and/or reservation charges. In the event the amount of water made available to PURCHASER exceeds the MAQ on a recurrent basis as described in Section I.C., PURCHASER further agrees and covenants to pay LCRA – on a calendar year basis – an amount of money (the “Recurrent Excess Use Charge”) equal to the Inverted Block Rate multiplied by any amount of water made available to PURCHASER in excess of the MAQ during the previous calendar year. Such Recurrent Excess Use Charge shall be in addition to the Excess Use Charge. In the event the amount of water made available to PURCHASER is limited because of a curtailment imposed by LCRA or state law in accordance with this Contract to an amount less than the MAQ, then PURCHASER shall pay a surcharge, in excess of any Use or Reservation Charges, to be set by the LCRA Board, multiplied by any amount of water made available to PURCHASER in excess of the amount PURCHASER is authorized to have available during the curtailment (the “Curtailment Surcharge”).
6. The term “billing period,” as used for purposes of metering and billing in this Contract, shall refer to each period between readings of the meter(s), which readings typically are performed on a monthly basis or semi-annual basis, and may be taken around the middle, rather than then end, of each month. All charges under this Contract shall be pro-rated as necessary to reflect the Effective Date or date of termination of this Contract. For purposes of metering and billing, the “calendar year” may be based upon the 12-month period from the December meter reading date to the next December reading date. If this Contract specifies semi-annual billing, the initial billing period will be pro-rated to end in either mid-June or mid-December.
7. Each month, LCRA will mail an invoice to PURCHASER showing the Monthly Use. Such invoice shall also show the amount of money owed by PURCHASER to LCRA in accordance with the Pre-paid Reservation Charge, Monthly Reservation Charge and/or Use Charge and any late payment charges, as specified herein. In the event this Contract is for recreational or irrigation use with a MAQ not exceeding 30 acre-feet per year and specifies semi-annual billing, in lieu of monthly invoices, invoices will occur on a semi-annual basis and shall show the Semi-annual Use, the Prepaid Semi-annual Reservation Charge, the Semi-annual Use Charge, and any late payment charges.
8. The invoice mailed by LCRA to PURCHASER in the month of January each year, in addition to showing the amount of money owed by PURCHASER to LCRA in accordance with paragraph 7, shall also show any amount of water that PURCHASER had made available to it in excess of the MAQ during the previous calendar year, as well as the corresponding Excess Use Charge and the Recurrent Excess Use Charge, if applicable.
9. PURCHASER shall pay LCRA for water provided under this Contract in the amount of each invoice submitted to PURCHASER by LCRA on or before thirty (30) days from the date of

the invoice. PURCHASER shall mail checks for payments to the address indicated on the invoice. PURCHASER may pay by hand-delivery of checks or cash to LCRA's headquarters in Austin, Travis County, Texas, or by bank-wire if PURCHASER obtains LCRA's approval and makes arrangements for doing so prior to the due date. Payment may also be made by other means that may be specified on the invoice. Payment must be received at the address provided on the invoice, or, if approved, at LCRA's headquarters or bank, not later than thirty (30) days from the invoice date in order not to be considered past due or late. In the event PURCHASER fails to make payment of that invoice within thirty (30) days of the invoice date, PURCHASER shall then pay a late payment charge of five percent (5%) of the unpaid amount of the invoice. For each calendar month or fraction thereof that the invoice remains unpaid, PURCHASER shall pay interest at the rate of one and one-half percent (1.5%) per month on the unpaid portion of the invoice. In the event PURCHASER attempts to pay LCRA by check, draft, credit card or any other similar instrument, and the instrument is returned or refused by the bank or other similar institution as insufficient or non-negotiable for any reason, PURCHASER shall be assessed and must pay to LCRA, per each returned instrument, the LCRA's current returned instrument fee. If the invoice has not been paid within thirty (30) days of the invoice date, PURCHASER further agrees to pay all costs of collection and reasonable attorney's fees, regardless of whether suit is filed.

C. MEASURING WATER.

1. To measure the amount of water diverted by PURCHASER hereunder, PURCHASER agrees at PURCHASER's expense to install and provide access to such measuring and recording devices or methods as specified by the Rules. PURCHASER must repair, replace or make necessary improvements to a meter that is not in compliance with this Contract or LCRA's Rules promptly after PURCHASER becomes aware of the deficiency that causes the meter to not comply with this Contract or LCRA's Water Contract Rules.
2. Meter readings shall be taken on or about the 15th day of each month. If Contract is for recreational or irrigation use with a MAQ not exceeding 30 acre-feet per year and specifies semi-annual billing, readings shall be taken on or about June 15 and Dec. 15. PURCHASER agrees to read meter and submit meter reading to LCRA via electronic mail, online portal, or other format as specified by LCRA.
3. PURCHASER agrees that the Meter shall be tested for accuracy by qualified personnel as approved by LCRA and at the expense of PURCHASER once each calendar year at intervals of approximately twelve (12) months if the MAQ is greater than 30 acre-feet per year, and at intervals of approximately twenty-four (24) months if the MAQ does not exceed 30 acre-feet per year .
 - a) PURCHASER shall furnish to LCRA a report of such test results. Readings within five percent (5%) of accuracy shall be considered correct.
 - b) In the event PURCHASER fails to timely test the Meter and report the results to LCRA, the following shall take effect:
 - (1) Following a period of fifteen (15) months from the prior test, or a period of 27 months if the MAQ does not exceed 30 acre-feet per year, for each month that such failure to test and/or report results continues, PURCHASER shall pay a \$100 administrative fee.
 - (2) Following a period of eighteen (18) months from the prior test, or a period of thirty (30) months if the MAQ does not exceed 30 acre-feet per year, for each billing period that such failure to test and/or report continues, PURCHASER's Monthly Water Use for purposes of determining the Water

Charge will be deemed to be the greater of the metered value, one-twelfth of the MAQ, or the prior year's water use for the given month. If the Contract is for semi-annual billing, PURCHASER'S Semi-annual Water Use for purposes of determining the Semi-annual Water Charge will be deemed to be the greater of the metered value, one-half of the MAQ, or the prior year's Semi-annual Water Use for the given semi-annual period.

- (3) Following a period of twenty-one (21) months from the prior test, or a period of thirty-three (33) months if the MAQ does not exceed 30 acre-feet per year, for each billing period that such failure to test and/or report continues, PURCHASER shall be subject to a twenty five percent (25%) surcharge on all reservation charges and use charges.
- c) If, at any time, LCRA provides PURCHASER a written notice that questions the accuracy of the Meter, PURCHASER promptly shall test the Meter and, in this event, the expense of such test will be paid by LCRA if the Meter is found to be correct and by PURCHASER if it is found to be incorrect.
- d) Any party that tests the Meter shall provide written notice of the test to the other party at least five (5) business days in advance of the test and shall allow the other party to observe the test.
- e) PURCHASER shall be required to take necessary steps to correct any inaccuracy in the Meter discovered during any test. LCRA may install, at its expense, check meters in or to any of PURCHASER's Meters at any time and may leave such check meters installed for such periods as is reasonably necessary to determine the accuracy of PURCHASER's Meters.
- f) If, as a result of any test, the Meter is found to be registering inaccurately (i.e., in excess of five percent (5%) of accuracy), the readings of the Meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon or, if no such period is known and agreed upon, the shorter of the following periods shall be used as the basis for correction:
 - (1) a period extended back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or
 - (2) a period extending back half of the time elapsed since the last previous test; and the records of reading shall be adjusted accordingly.
- 4. In the event PURCHASER is charged based on water released from LCRA firm water supplies under this Contract rather than the actual amount withdrawn from the reservoir or stream by PURCHASER, LCRA shall include the amount of such releases in the monthly invoice provided to PURCHASER. LCRA shall make available information regarding its calculation of the amount of water released attributable to PURCHASER's actual diversions under this Contract within a reasonable period following PURCHASER's written request.

D. TERMINATION OF CONTRACT OR REDUCTION IN MAXIMUM ANNUAL QUANTITY.

This Contract may be terminated or the MAQ may be reduced as follows:

- 1. PURCHASER shall provide one year's notice of its intent to terminate this Contract or reduce the MAQ, and must be current on all payments due at the time of such notice and

the time of such termination or reduction. If the MAQ is less than 500 acre-feet, PURCHASER may terminate this Contract or reduce the MAQ following the expiration of five (5) years from the Effective Date. If the MAQ is 500 acre-feet or more, beginning with the five-year anniversary of the Effective Date of the contract, Purchaser may reduce the MAQ by no more than the greater of 250 acre-feet or twenty-five percent (25%) of the original MAQ once every 12 months. PURCHASER may pre-pay outstanding reservation fees as determined by LCRA that would be due over the projected remaining duration of the contract and terminate this Contract in lieu of maintaining the Contract in effect for the period of notice and/or stepped reductions in MAQ. In the event the Rules provide alternative provisions for early termination or reduction in MAQ, PURCHASER also may terminate or reduce consistent with the Rules.

2. Upon sixty (60) days' written notice to PURCHASER, LCRA may consider reducing the MAQ under this Contract at any time after ten year(s) after the Effective Date of this Contract if PURCHASER's maximum annual use has not been at least ten percent of the MAQ on an annual basis within the first ten years. Within thirty (30) days of LCRA's written notice that it is considering reduction of the MAQ, PURCHASER shall provide LCRA with a written assurance and updated Demand Schedule that demonstrates PURCHASER's intent to increase its diversions under this Contract within the next two (2) years to an amount that will be at least ten percent (10%) of the original MAQ secured by this Contract. If PURCHASER fails to or is unable provide such written assurance, or if at least ten percent (10%) of the MAQ is not put to use on an annual basis within the two year period, LCRA may thereafter, at its sole option, terminate the contract or reduce the MAQ to any amount LCRA deems appropriate and reasonable under LCRA's raw water contract rules in effect at the time. An adjustment to the MAQ of this Contract under this section does not require PURCHASER to obtain a new contract on the most current standard form contract.
3. LCRA at its sole option, in accordance with the terms and conditions set forth in Section II.E, "Non-Payment," may terminate this Contract without recourse should PURCHASER fail to comply with the terms and conditions of this Contract for the payment of moneys owed to LCRA pursuant to Section II.B. "Payment."
4. LCRA at its sole option, may terminate this Contract if: (a) PURCHASER fails to comply with its Water Conservation Plan or its Drought Contingency Plan; or (b) PURCHASER fails to amend its Water Conservation Plan or its Drought Contingency Plan to reflect changes in LCRA's Water Conservation Plan Rules, LCRA's Drought Contingency Plan Rules, or state law or rules. LCRA shall provide notice of default prior to terminating under this section and PURCHASER shall have ninety (90) days to cure such default (or, if the nature of such default is not susceptible of being cured within such ninety (90) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days) of PURCHASER's receipt of written notice of such default.
5. If PURCHASER fails to comply with the requirements of Sections III.A, "Nonpoint Source Pollution Abatement," III.B, "Sewage Regulations," or III.C, "Documentation of Compliance; Right of Entry," LCRA may, at its sole option, terminate this Contract without recourse unless such default is cured within thirty (30) days of the date LCRA provides written notice to PURCHASER (or if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days) of PURCHASER's receipt of written notice of such default. For purposes of this section, LCRA shall not deem PURCHASER to be in default for so long as PURCHASER is in compliance with any remedial or enforcement agreement authorized by an agency of appropriate jurisdiction.
6. If PURCHASER fails to comply with other requirements of this Contract not specifically

stated above, LCRA may, at its sole option, terminate this Contract without recourse unless such default is cured within thirty (30) days (or, if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days) of PURCHASER's receipt of written notice of such default.

7. Subject to the requirements of applicable bankruptcy laws, including the rights of a trustee to assume contracts under applicable bankruptcy laws, this Contract may be terminated immediately by LCRA upon the declaration of bankruptcy by PURCHASER.
8. In the event TCEQ or any other local, state, or federal regulatory agency denies to PURCHASER, or terminates for any reason, a permit required by this Contract, PURCHASER shall notify LCRA within three (3) business days and immediately cease diversions under this Contract. LCRA, at its sole option, may terminate this Contract on or after the denial or termination of any permit required by this Contract is final and non-appealable.

PURCHASER shall remain liable for all fees and charges accruing under the Contract through the date the Contract is terminated, including but not limited to a pro-rated Reservation Charge through the date of termination. In the event LCRA terminates this Contract as provided herein, PURCHASER shall suspend immediately upon such termination all withdrawal of water from the Colorado River, or any tributaries thereof, under this Contract. LCRA may exercise any rights that it may have at law or in equity to prevent unauthorized withdrawals by PURCHASER or enforce the requirements of PURCHASER's Water Permit, if any. In the event that the contract is terminated based upon the denial or termination of a permit required by this Contract, PURCHASER shall be required to pay an early termination fee equal to the Reservation Rate times the MAQ.

LCRA shall have no obligation to continue to make water available after the expiration of the Contract term, or the early termination of the Contract.

E. NON-PAYMENT.

1. If LCRA determines that PURCHASER has not paid the full amount owed for any payment due under Section II.B, "Payment", hereof within the time provided therefore, LCRA shall give written notice to PURCHASER stating the amount LCRA has determined is due and unpaid. If LCRA gives notice as provided herein and PURCHASER fails to pay within thirty (30) days the amounts claimed in such notice to be due and unpaid, LCRA may, at its sole option: (1) upon giving ten (10) days written notice to PURCHASER terminate this Contract without recourse; and/or, (2) request injunctive relief from a court of competent jurisdiction to prevent PURCHASER from impounding and/or diverting additional water pursuant to this Contract.
2. If PURCHASER should dispute PURCHASER's obligation to pay all or any part of the amount stated in any invoice or notice, PURCHASER may, in addition to all other rights that PURCHASER may have under law, pay such amount under protest in which case such amount shall be deposited by LCRA in an interest bearing account mutually acceptable to both LCRA and PURCHASER pending final resolution of such dispute in accordance with Section IV.H, "Dispute Resolution." LCRA may not terminate this Contract, or request injunctive relief to prevent additional impoundments and/or diversions for failure to pay the amount stated in any invoice or notice if PURCHASER pays such amount under protest and until there is a final resolution of such dispute in accordance with Section IV.H, "Dispute Resolution," favorable to LCRA.

F. EQUITABLE REMEDIES.

PURCHASER agrees that diversions or impoundments of water by PURCHASER without the authorization provided by this Contract will result in damages to LCRA that cannot be adequately compensated by money alone. As a result, PURCHASER agrees that LCRA shall have available to it equitable remedies, including injunctive relief against additional diversions or impoundments by PURCHASER unless PURCHASER demonstrates that it is otherwise authorized to divert or impound water. In addition, PURCHASER agrees that the provisions of Section IV.H, "Dispute Resolution," will not apply to any legal action brought by LCRA seeking equitable remedies under this Contract except as expressly provided by Section II.E.2 regarding "Non-payment."

G. NOTICE.

Any notice to LCRA shall be provided in the manner specified in the Rules and invoices to PURCHASER shall be addressed as set forth in the General Terms of this Contract.

All payments to LCRA shall be addressed as set forth in the General Terms of this Contract.

Either party may change its address by giving written notice of such change to the other party. PURCHASER is required to provide notice of change in address or contact person within ten (10) days of such change. PURCHASER shall maintain a physical address on file with LCRA.

H. ASSIGNMENT OF CONTRACT.

PURCHASER shall have the right to assign this Contract provided that: i) there is no change to the MAQ, source, type of use or Service Area provided in this Contract; ii) prior to such assignment, this Contract is amended to be consistent with all terms of LCRA's then-current standard form contract for purchase of firm water and LCRA's then-current Water Contract Rules as determined by LCRA; iii) the Water Conservation Plan and Drought Contingency Plan are updated as may be necessary in accordance with this Contract as determined by LCRA; iv) PURCHASER provides LCRA at least sixty (60) days prior written notice of such assignment; v) PURCHASER is not in default under this Contract at the time of such assignment; and vi) PURCHASER or assignee make payment of all amounts due that have, or will have, accrued through the date of assignment. In the event the Contract is not consistent with the then-current standard form contract, LCRA, at its sole option, may authorize an assignment with a requirement for a subsequent replacement contract following procedures in the Water Contract Rules.

I. COMPLIANCE WITH FILING REQUIREMENTS.

LCRA agrees to file a copy of this Contract with the TCEQ Executive Director, P.O. Box 13087, Capitol Station, Austin, Texas 78711, it being fully recognized by PURCHASER hereunder that the effectiveness of this Contract is dependent upon compliance with the substantive rules and procedural rules for water rights of TCEQ.

III. ENVIRONMENTAL, PERMITTING AND OTHER ISSUES RELATED TO WATER SUPPLY

A. NONPOINT SOURCE WATER POLLUTION ABATEMENT.

If PURCHASER will use water under this Contract to serve areas located within the jurisdictional area of LCRA Highland Lakes Watershed Ordinance, the Highland Lakes Dredge and Fill Ordinance, or any other LCRA water quality ordinance that has been adopted by the LCRA Board, PURCHASER agrees to comply with and shall comply with the provisions of that respective ordinance, which ordinance may require a permit and compliance with other applicable local, state, and federal rules and regulations pertaining to water quality protection. If PURCHASER will use water under this Contract to serve areas wholly outside the jurisdiction of an LCRA water quality ordinance, PURCHASER agrees to comply with and shall comply with any applicable local, state, and federal rules and regulations pertaining to water quality protection.

PURCHASER further agrees to distribute to its customers in its service area water quality protection educational materials that LCRA provides to PURCHASER.

B. SEWAGE REGULATIONS.

PURCHASER agrees to obtain, or cause to be obtained, all approvals required by all applicable local, state or federal agencies for any sanitary sewage system or systems that collect sewage derived from water diverted herein or any sanitary sewage system whose effluent is discharged within the boundaries of LCRA's statutory district. Failure of PURCHASER to meet any standards imposed by such agencies for sanitary sewage systems, including on-site systems, shall subject PURCHASER under this Contract to all remedies allowed by law including, without limitation, termination or suspension of this Contract by LCRA. PURCHASER further agrees that if a sewage treatment plant is located within the Service Area, LCRA shall have reasonable access to such plant for the purpose of taking samples of sewage effluent from such plant for testing by LCRA to determine whether PURCHASER is in compliance with regulatory standards imposed by such agencies.

C. DOCUMENTATION OF COMPLIANCE; RIGHT OF ENTRY.

1. In addition to notices required by Section I.P. of this Contract, PURCHASER shall provide LCRA copies of any approvals that PURCHASER has received from federal, state, or local agencies that relate to water reserved or purchased pursuant to PURCHASER's Contract or to facilities intended to impound, divert, transport, or use water provided under PURCHASER's Contract within a reasonable amount of time, not to exceed fifteen (15) business days, following a written request by LCRA staff.
2. PURCHASER agrees that LCRA employees and agents shall be entitled to enter any property where facilities impound or deliver water to the Service Area of PURCHASER at any reasonable time following a reasonable attempt at prior notification for the purpose of inspecting and investigating conditions relating to the quality of water; the compliance by PURCHASER with any rule, regulation, permit or other order of the state, its agencies, local regulatory authorities or LCRA; compliance by PURCHASER with the requirements of this Contract; or, inspection of any of PURCHASER's facilities related to the use, diversion or impoundment of water under this Contract. LCRA employees or agents acting under this Contract who enter PURCHASER's property shall observe rules and regulations concerning safety, internal security, and fire protection, and shall notify any occupant or management of their presence and shall exhibit proper credentials.

D. ANNUAL REPORTS OF DUE DILIGENCE; AS-BUILT PLANS.

1. PURCHASER shall report to LCRA, on a yearly basis, progress made toward obtaining any and all necessary authorizations (e.g. TCEQ permits, USACE permits, etc.) as well as progress towards commencing and completing construction of facilities which will be used to divert, impound, and/or convey water under PURCHASER's Contract.
2. PURCHASER shall provide to LCRA, upon request, "as-built" drawings and plans (including GPS coordinates of any intakes or impoundments) for facilities which will be used to divert, impound, and/or convey water under PURCHASER's Contract within thirty (30) days of completion of construction.

IV. GENERAL PROVISIONS

A. EFFECTIVE DATE.

"Effective Date" means the last date of execution of this Contract by the Parties; provided all of the Parties must execute this Contract for it to be effective.

B. PREVIOUS CONTRACT.

In the event of a previous contract between the Parties related to the Service Area of this Contract prior to the Effective Date, this Contract replaces such prior contract unless specified otherwise hereunder.

C. INDEMNIFICATION.

PURCHASER will indemnify and hold LCRA harmless from any and all claims and demands whatsoever to which LCRA may be subjected by reason of any injury to any person or damage to any property resulting from any and all actions and activities (or failure to act) of PURCHASER under this Contract except to the extent caused by LCRA's gross negligence or willful misconduct. PURCHASER's pumping and related facilities shall be installed, operated and maintained by PURCHASER at PURCHASER's sole risk. Nothing in this Contract shall be construed as authorizing PURCHASER, or recognizing that PURCHASER has any right, to install any equipment or improvements on property owned by LCRA or third parties.

LCRA will hold PURCHASER harmless from any and all claims or demands whatsoever to which LCRA may be subjected by reason of any injury to any person or damage to any property resulting from or in any way connected with any and all actions and activities (or failure to act) of LCRA under this Contract that are not resulting from or in any way connected with any and all actions and activities (or failure to act) of PURCHASER under this Contract.

D. FORCE MAJEURE.

The term "Force Majeure" as used herein, shall mean those situations or conditions that are beyond the control of LCRA or PURCHASER and that, after the exercise of due diligence to remedy such situation or condition, render LCRA or PURCHASER unable, wholly or in part, to carry out the covenants contained herein. Such force majeure includes, but is not limited to acts of God, strikes, lockouts, acts of the public enemy, orders of any kind of the government or agencies of the United States or of the State of Texas, excluding LCRA, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or dams, partial or entire failure of water supply insofar as each of the foregoing are beyond the reasonable control of the party in question. LCRA shall not be held liable or responsible for any damage that may be caused by its inability, after the exercise of due diligence, to make the supply of water available to PURCHASER due to any force majeure. LCRA shall use reasonable and timely diligence to repair or recondition LCRA's machinery, canals, or dams in the event such machinery, canals or dams are damaged or made unserviceable from any force majeure.

E. NO THIRD-PARTY BENEFICIARY.

The Parties hereto are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto.

F. NO RIGHTS OR TITLE ACQUIRED.

PURCHASER agrees and acknowledges that it acquires by this Contract no rights or title to the water that is the subject of this Contract other than those rights explicitly set forth herein.

G. REPRESENTATIONS AND WARRANTIES.

Each of LCRA and PURCHASER represents and warrants to the other that this Contract has been duly executed by an authorized officer and constitutes a valid and binding Contract, enforceable against it in accordance with its terms (except as such enforceability may be limited by bankruptcy laws or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles).

H. DISPUTE RESOLUTION.

1. Settlement by Mutual Agreement or Mediation.

In the event any dispute, controversy or claim between or among the Parties arises under this Contract or is connected with or related in any way to this Contract or any right, duty or obligation arising hereunder or the relationship of the Parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation, or enforcement of this Contract, the Parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this subsection 1. In the event a Dispute or Controversy arises, any party shall have the right to notify the other party to such Dispute or Controversy that it has elected to implement the procedures set forth in this subsection 1. Within thirty (30) days after delivery of any such notice by one party to the other regarding a Dispute or Controversy, the designated representatives of the Parties shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained at the meeting of the Parties' designated representatives for such purpose or should no such meeting take place within such thirty (30) day period, then any party may by notice to the other party, as the case may be, refer the Dispute or Controversy to senior management of the Parties for resolution. Within thirty (30) days after delivery of any such notice by one party to the other referring such Dispute or Controversy to senior management of the Parties for resolution, representatives of senior management of each of the Parties shall meet at a mutually agreed upon time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should mutual resolution and settlement not be obtained at the meeting of representatives of senior management of each of the Parties for such purposes or should no such meeting take place within such thirty (30) day period (unless extended by mutual agreement), then any party may by notice to the other party, as the case may be, submit the Dispute or Controversy to non-binding mediation. The Parties shall make a good-faith effort to agree on the appointment of a mediator. If the Parties cannot agree on a mediator within thirty (30) calendar days of delivery of written notice, the Parties shall promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of law relevant to the dispute and has no ongoing business relationship with either party.

2. Choice of Law, Venue, and Waiver of Jury Trial.

This contract shall be governed in all respects by the internal laws of the State of Texas, excluding its rules regarding conflicts of law, and the jurisdiction and venue for any proceeding arising out of or relating to this Contract shall be solely in Travis County, Texas. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

3. Emergency Relief.

Notwithstanding the Parties' agreement to arbitrate Dispute and Controversies, either party may seek injunctive relief or other form of emergency relief at any time from any state court of competent jurisdiction in Austin, Texas, the federal court for such district, or any state or federal regulatory agency of competent jurisdiction.

4. Survival.

The provisions of this Section IV.H shall survive expiration or earlier termination of this Contract.

I. ACTUAL DAMAGES.

NEITHER PARTY SHALL BE LIABLE OR HAVE ANY RESPONSIBILITY TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR DELAY-RELATED OR PERFORMANCE-RELATED DAMAGES INCLUDING, WITHOUT LIMITATION, LOST EARNINGS OR PROFITS. SUCH LIMITATION ON LIABILITY SHALL APPLY TO ANY CLAIM OR ACTION, WHETHER IT IS BASED IN WHOLE OR IN PART ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, STATUTE OR ANY OTHER THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION IV.I SHALL HAVE NO EFFECT ON THE PARTY'S OBLIGATIONS UNDER SECTION IV.C.

J. AMENDMENT.

This Contract may not be modified or amended except by an instrument in writing signed by authorized representatives of the Parties.

K. BINDING EFFECT.

The terms of this Contract shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns.

L. COMPLETE CONTRACT.

This Contract, together with all Exhibits attached hereto, constitutes the entire agreement of the Parties relating to the subject matter of this Contract and supersedes all prior contracts, agreements or understandings with respect to the subject matter hereof, both oral or written.

Each party agrees that the other party (and its agents and representatives) has not made, and has not relied upon, any representation, warranty, covenant or agreement relating to the transactions contemplated hereunder other than those expressly set forth herein.

M. COUNTERPARTS.

This Contract may be executed by the Parties in any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. All signatures need not be on the same counterpart.

N. FURTHER ASSURANCES.

Each party agrees to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the terms and provisions of this Contract.

O. GOVERNING LAW.

This Contract and the rights and duties of the Parties arising out of this Contract shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws rules thereof.

P. HEADINGS; TABLE OF CONTENTS.

The headings of the Articles and Sections of this Contract and the Table of Contents are included for convenience only and shall not be deemed to constitute a part of this Contract.

Q. INCORPORATION OF WATER CONTRACT RULES.

PURCHASER acknowledges receipt of LCRA's Water Contract Rules ("Rules"), and further acknowledges that, unless expressly stated otherwise in this Contract, such Rules, as may be amended by the LCRA Board from time to time, are incorporated herein by reference in their entirety and made a part hereof for all purposes.

R. INTERPRETATION AND RELIANCE.

No presumption will apply in favor of any party in the interpretation of this Contract or in the resolution of any ambiguity of any provisions thereof.

S. RELATIONSHIP OF PARTIES.

This Contract and the transactions contemplated hereunder are based upon the active participation of all Parties.

Neither the execution nor delivery of this Contract, nor the consummation of the transactions contemplated hereunder, shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Contract. Except as is expressly agreed to in writing in this Contract, no party (or any of its agents, officers or employees) shall be an agent or employee of the other party, nor shall a party (or any of its agents, officers or employees) have any power to assume or create any obligation on behalf of the other party. Nothing contained in this Contract shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement among LCRA on the one hand and the PURCHASER on the other hand, except for the contractual arrangements specifically set forth herein.

T. SEVERABILITY.

In the event that any provision of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, the Parties shall negotiate an equitable adjustment to the provisions of this Contract with the view to effecting, to the extent possible, the original purpose and intent of this Contract, and the validity and enforceability of the remaining provisions shall not be affected thereby.

U. NO ADDITIONAL WAIVER IMPLIED.

No waiver or waivers of any breach or default (or any breaches or defaults) of any term, covenant, condition or liability under this Contract, or of performance by the other party of any duty or obligation under this Contract, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

V. SHORT TERM SALES OF FIRM WATER TO THIRD PARTIES.

LCRA and PURCHASER agree that LCRA may market and re-sell any portion of PURCHASER's Reserved Water to third parties on a limited term basis for a management fee and under terms mutually acceptable to LCRA and PURCHASER and in accordance with LCRA Board Policies.