**AGENDA**
**CITY COUNCIL REGULAR MEETING**
**CITY COUNCIL CHAMBERS**
**5803 THUNDERBIRD**
**LAGO VISTA, TX**
**NOVEMBER 21, 2024 AT 5:30 PM**

## JOIN MEETING VIA VIDEO CONFERENCE

Please join my meeting from your computer, tablet or smartphone.
https://meet.goto.com/900986437

You can also dial in using your phone.
United States: +1 (571) 317-3122

Access Code: 900-986-437

## CALL TO ORDER, CALL OF ROLL

Kevin Sullivan, Mayor
Chelaine Marion, Mayor Pro-Tem
Shane Saum, Council Member
Stephanie Smith, Council Member
Rob Durbin, Council Member
Paul Roberts, Council Member
Paul Prince, Council Member

## SEAT NEWLY ELECTED MEMBERS, CALL OF ROLL

Kevin Sullivan, Mayor
Shane Saum, Council Member
Adam Benefield, Council Member
Rob Durbin, Council Member
Norma Owen, Council Member
Paul Roberts, Council Member
Paul Prince, 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). (Texas Government Code Section 551.071)
B. Consultation with Legal Counsel regarding golf irrigation contract (Texas Government Section 551.071)
C. Consultation with Legal Counsel and deliberation regarding the appointment or employment of the City Attorney. (Texas Government Code Sections 551.071 and 551.074)
    1. Appointment or Employment of City Attorney
    2. Appointment or Employment of Interim City Attorney

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

A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Texas Government Code Section 551.071)
B. Consultation with Legal Counsel regarding golf irrigation contract (Texas Government Section 551.071)
C. Consultation with Legal Counsel and deliberation regarding the appointment or employment of the City Attorney. (Texas Government Code Sections 551.071 and 551.074)
    1. Appointment or Employment of City Attorney
    2. Appointment or Employment of Interim City Attorney

**PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG**

**ELECTION ITEMS (ACTION ITEMS AND PRESENTATIONS)**

1. Presentation of appreciation to outgoing members of the City Council.

2. Issue Certificate of Election to newly appointed City Council Members.

**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 a revised Interlocal Agreement with the City of Jonestown to add Youth Diversion.

4. Consider action to adopt Ordinance 24-11-21-01, approving revisions to the City's Personnel Policies and Procedures.

5. Consider approval of Resolution 24-2083; a resolution of the City Council of the City of Lago Vista, Texas cancelling the Regular City Council Meeting scheduled for January 2, 2025.

**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**

6. Routine Reports from City Council Board/Commission/Committee Liaisons.
    - Economic Development Advisory Committee, Councilor Saum
    - Golf Course Advisory Committee, Councilor Saum
    - Governmental Affairs, Councilor Saum
    - Water Issues; Lower Colorado River Authority Board, Texas Water Development Board, and other entities as appropriate; Councilor Saum
    - Turnback Canyon Trail Conservancy, Councilor Smith
    - Airport Advisory Board, Councilor Durbin
    - Planning & Zoning Commission, Councilor Durbin
    - Board of Adjustment, Mayor Pro Tem Marion
    - Lago Vista Independent School District, Mayor Pro Tem Marion
    - Lago Vista Starry Skies, Mayor Pro Tem Marion
    - Building and Standards Commission, Councilor Roberts
    - Library Advisory Board, Councilor Prince
    - Parks & Recreation Advisory Committee, Councilor Prince
    - Lago Vista Property Owner's Association, Councilor Prince
    - Youth Advisory Committee, Mayor Sullivan
    - Keep Lago Vista Beautiful, Mayor Sullivan
    - Capital Area Council of Governments, Mayor Sullivan
    - CapMetro, Mayor Sullivan
    - Texas Department of Transportation, Mayor Sullivan

7. Routine Reports from City staff.

**PRESENTATIONS**

8. Presentation by the Travis County CDBG Office to Discuss Funding Opportunities Available Through the Home Rehabilitation Program and Various Other Programs for Residents of Lago Vista.

**WORK SESSION**

9. Discussion regarding Amendments to Chapter 5 of the Lago Vista Sign Ordinance.

10. Discussion and consideration of exploring the creation of a Groundwater Conservation District (GCD) for the City of Lago Vista.

**ACTION ITEMS**

11. Discussion, consideration, and possible action regarding the execution of a contract for RFQ 24-05 for a Feasibility Study for New City Hall and Library, with Parkhill; and authorizing the City Manager to execute an agreement for such services (Awarded July 18, 2024, City Council Meeting).

12. Discussion, consideration, and possible action regarding the award of RFP 24-10 Short Term Rental Monitoring & Compliance, to Granicus LLC and authorizing the City Manager to execute an agreement for such services.

13. Discussion, consideration, and possible action regarding Resolution No. 24-2084; A Resolution by the City Council of the City of Lago Vista, Texas providing for the election of a Mayor Pro-Tem.

14. Discussion, consideration, and possible action regarding a citizen petition to purchase adjacent property owned by the City of Lago Vista.

15. Discussion, consideration, and possible action regarding Ordinance No. 24-11-21-0X for the consolidation of the Economic Development Advisory Committee (EDAC) into the newly established Economic Development Corporation (EDC).

16. Discussion, consideration and possible action regarding Ordinance No. 24-11-21-0X for the consolidation of the Golf Course Advisory Committee (GCAC) and the Parks and Recreation Advisory Committee (PRAC).

**ADJOURNMENT**

IT IS HEREBY CERTIFIED that the above Notice was posted on the Bulletin Board in accordance with Government Code section 551.0411(b) located at all times in City Hall in said City by 4:15 p.m. on the 15th day of November 2024.

_____

Susie Quinn, Interim 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.

**AGENDA ITEM NO. 1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | November 21, 2024 |
| **SUBMITTED BY:** | Susie Quinn, City Manager |
| **SUBJECT:** | Presentation of appreciation to outgoing members of the City Council. |
| **FINANCIAL IMPACT:** | N/A |

**AGENDA ITEM NO. 2**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | November 21, 2024 |
| **SUBMITTED BY:** | Susie Quinn, City Council |
| **SUBJECT:** | Issue Certificate of Election to newly appointed City Council Members. |

**AGENDA ITEM NO. 3**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** November 21, 2024

**SUBMITTED BY:** Stephanie Alff, Municipal Court

**SUBJECT:** Consider approval of a revised Interlocal Agreement with the City of Jonestown to add Youth Diversion.

**BACKGROUND:** The Texas Youth Diversion and Early Intervention Act, H.B. 3186 (88th Legislative Session) requires the adoption of a youth diversion plan for every municipal and justice court no later than January 1, 2025. Lago Vista and Jonestown wish to amend the Agreement to satisfy the requirements of H.B. 3186 by sending all Jonestown youth diversion eligible cases to Lago Vista.

**FINDINGS:** Beginning January 1, 2025, Jonestown agrees to refer any and all youth diversion eligible cases to Lago Vista. Lago Vista agrees to accept and handle all aspects of any youth diversion cases referred to it by Jonestown pursuant to Lago Vista's youth diversion plan created under H.B. 3186.

**FINANCIAL IMPACT:** The statute authorizes the court to collect a $50.00 administrative fee for all cases that enter youth diversion.

**ATTACHMENTS:**
doc03492820241104091942.pdf

# AMENDMENT TO INTERLOCAL AGREEMENT FOR MUNICIPAL COURT ASSISTANCE SERVICES FOR THE CITIES OF LAGO VISTA AND JONESTOWN

**THE STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

**THIS AMENDMENT to the Interlocal Agreement for Municipal Court Assistance Services is made and entered into by the CITY OF LAGO VISTA, TEXAS, a Home Rule municipal corporation, ("LAGO VISTA") and the CITY OF JONESTOWN, TEXAS, a General Law Type-A municipal corporation, ("JONESTOWN"), and each acting by and through its mayor:**

## RECITALS

**WHEREAS**, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), and 791,003(4)(A) allow local governments to contract with one another to perform governmental functions and services; and

**WHEREAS**, the Texas Youth Diversion and Early Intervention Act, H.B. 3186 (88th Legislative Session) requires the adoption of a youth diversion plan for every municipal and justice court no later than January 1, 2025; and

**WHEREAS**, LAGO VISTA and JONESTOWN agreed to enter into an Interlocal Agreement for Municipal Court Services ("Agreement"); and

**WHEREAS**, on May 21, 2020, the City Council of LAGO VISTA approved the Agreement; and

**WHEREAS**, on June 12, 2020, the City Council of Jonestown approved the Agreement; and

**WHEREAS**, the Agreement was amended by both parties to be effective on September 30, 2021; and

**WHEREAS**, LAGO VISTA and JONESTOWN wish to amend the Agreement to satisfy the requirements of H.B. 3186 by sending all JONESTOWN youth diversion cases to LAGO VISTA; and

**WHEREAS**, LAGO VISTA agrees to accept all youth diversion cases that originate in JONESTOWN and handle all aspects of those cases; and

**WHEREAS**, LAGO VISTA and JONESTOWN recognize the benefits realized thus far and the continuing need for assistance to their respective municipal court systems.

**NOW THEREFORE,** IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE CITIES OF LAGO VISTA AND JONSTOWN HEREBY AGREE TO THE FOLLOWING:

**Section 1**. Section 3a is hereby added to the Agreement and shall read as follows:

> Section 3a. Youth Diversion
>
> Beginning January 1, 2025, JONESTOWN hereby agrees to divert any and all youth diversion cases to LAGO VISTA. LAGO VISTA hereby agrees to accept and handle all aspects of any youth diversion cases diverted to it by JONESTOWN pursuant to LAGO VISTA's youth diversion plan created under H.B. 3186.
>
> This Section shall continue in full force and effect for an initial term of two (2) years commencing on January 1, 2025, (the "Initial Term") and may be extended thereafter by mutual consent of the parties hereto for successive one (1) year terms.
>
> Either Party may terminate this Section of the Agreement with 30 days written notice to the other Party.

**Section 2.** This Agreement as amended by this Amendment shall continue in full force and effect.

**Section 3.** LAGO VISTA and JONESTOWN acknowledge and agree that this Amendment is binding upon the parties and enforceable with its terms and conditions.

**Section 4.** This Amendment may be executed in multiple counterparts which, when taken together, shall be considered as one original.

**Section 5.** This Amendment is made to be effective on the 1 day of January, 2025 ("Effective Date").

**Section 6.** Miscellaneous provisions.

Severability. The Parties agree that in the even any provision of this Amendment is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not effect the remainder of the Agreement which shall be and continue in full force and effect.

Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

**IN WITNESS WHEREOF**, we have hereunto set our hands this the __ day of _____, 2024, in duplicate originals.

*(Signatures on following pages)*

**CITY OF JONESTOWN, TEXAS**

10-10-2024

Paul Johnson, Mayor

ATTEST

Sandra Barton 10-10-2024

Sandra Barton, City Secretary

**CITY OF LAGO VISTA, TEXAS**

_____

Kevin Sullivan, Mayor

ATTEST

_____

Susie Quinn, Interim City Secretary

**AGENDA ITEM NO. 4**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** November 21, 2024

**SUBMITTED BY:** Cobby Caputo, City Manager

**SUBJECT:**

Consider action to adopt Ordinance 24-11-21-01, approving revisions to the City's Personnel Policies and Procedures.

**BACKGROUND:**

The City Charter at Section 4.06 requires the City Manager to recommend for Council approval of personnel policies governing all city employees. This was last done in 2016. This year Council and the City Manager asked that the existing City Personnel Policies and Procedures be reviewed, and revisions recommended by the City Attorney and the City's outside HR attorney.

The proposed revisions have been discussed at multiple Council meetings, most recently at the November 7, 2024 meeting. Additional suggestions were made in that meeting.

Attached are clean and redlined copies of the proposed revisions to the 2016 policies. The revisions that are new since the November 7th meeting are highlighted for ease of locating them. These revisions represent the combined assessment and recommendation of both attorneys for Council to consider for adoption.

**FINDINGS:** Council must adopt the Personnel Policies by ordinance, per Charter Section 4.06. Ordinance 24-11-21-01 is attached.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** Approve Ordinance No. 24-11-21-01 adopting the revised

Personnel Policies and Procedures.

**ATTACHMENTS:**

Ordinance Adopting Revised Employee Handbook.docx
City of Lago Vista Employee Handbook Redline 11-14-24.docx
City of Lago Vista Employee Handbook Clean 11-14-24.docx

# ORDINANCE NO. 24-11-21-0X

**AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, ADOPTING REVISIONS TO THE CITY'S PERSONNEL POLICIES AND PROCEDURES; PROVIDING FOR PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, SEVERABILITY, REPEALER, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING CLAUSES.**

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

**WHEREAS,** Section 4.06 of the City Chater requires the City Manager to prepare and recommend to City Council Personnel Policies and for Council to adopt such policies by ordinance; and

**WHEREAS,** Council last adopted Personnel Policies in 2016; and

**WHEREAS,** numerous developments have occurred in personnel law and practices since 2016; and

**WHEREAS,** the City Council and City Manager tasked the City Attorney and the City's outside human resources attorney with developing recommended revisions and updates to the Personnel Policies, which revisions were presented to the Council at its October 10, 2024 and November 7, 2024 meetings; and

**WHEREAS,** the City Council desires to adopt the revised Employee Handbook Policies and Procedures recommended by the attorneys and the City Manager 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 adopt the City of Lago Vista Employee Handbook Policies and Procedures 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. 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 _____ 2024.**

_____
Kevin Sullivan, Mayor

ATTEST:

_____
Susie Quinn, Interim City Secretary

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

**Exhibit A**

# City of Lago Vista

# Employee Handbook
## Policies and Procedures

# City of Lago Vista
# Personnel Policies and Procedures
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# SECTION 1. GENERAL POLICIES

## A. PURPOSE OF THESE POLICIES

The purpose of these Personnel Policies is to provide a uniform set of guidelines governing employment with the City. The policies contained here inform employees of the benefits and obligations of employment with the City. They have been prepared and adopted in order to promote consistent, equitable, and effective practices by both employees and supervisors. These policies have also been prepared to provide a high quality of public service to the citizens of this City. These policies do not in any way constitute a contract of employment with the city.

## B. AUTHORITY

These policies are established by the City Council, and any deletions, amendments, revisions, or additions to the policies must be approved by the Council. These policies completely replace and supersede any and all personnel policies previously adopted, either individually or as a set of policies, by the City Council. The City may also issue additional policies and procedures from time-to-time. No oral statements or representations can in any way change or alter the provisions of these Policies. General and final authority for personnel/employee administration rests with the City Manager, with the exception of matters reserved to the City Council by state law or the City Charter and matters involving the City Manager directly as an employee of the City.

Any changes to the contents of the handbook will be immediately updated in the electronic version of the handbook maintained in the Human Resources department; therefore, the only current handbook and set of policies is the electronic version which supersedes any other version in any form. Employees will be notified promptly via email of any changes to the contents of the handbook, and asked to return an executed acknowledgement of receipt of the revisions.

1. **Management Authority and Amendments**. The City may modify, revoke, suspend, interpret, terminate, or change any or all of its policies and procedures, in whole or in part, at any time, with or without notice. The issuance of these policies and procedures does not constitute a contract between the City and its employees. Nothing in these Policies or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued or guaranteed employment for any Employee. Either the City or the employee can terminate the employment relationship at any time, for any reason.

   Policy administration rests with City management and City management reserves sole authority to administer City operations. Authority may be delegated to appropriate staff members to act in the City Manager's behalf in the administration of these policies; however, the final authority on personnel decisions shall be reserved to the City Manager. Operational changes to any policy, practice, or process will require approval by the City Manager.

No City supervisor is authorized to modify these policies for any employee or to enter into any agreement, oral or written, in conflict with these policies.

2. **Departmental Policy and Procedural Requirements**. Individual City departments may develop policies and procedures that are consistent with City policies and procedures. Department policies and procedures that are operational and do not relate to those in this handbook, or other approved operational manuals, do not need to be reviewed and approved by the Human Resources Director other appropriate departments. All employment-related department policies must be reviewed by the Human Resources Director, and if necessary, the City Manager. Department directors are responsible for obtaining the necessary review and approval prior to issuing such departmental policies and procedures.

   Departmental policies and procedures will not become effective unless they have been reviewed and approved in accordance with this policy.

3. **Miscellaneous**. Policies and procedures apply to all employees of the City, both on and off duty where applicable, unless otherwise restricted by proper authority, or prohibited by state and/or federal law.

   Only the City Manager or the City Council, depending on the position, has the authority to enter into an employment agreement, promise, or commitment contrary to these policies and procedures, and all such agreements, promises, and/or commitments entered into by the City Manager or City Council must be contained in an express written employment contract signed by both the City Manager and the affected employee.

## C. SEVERABILITY

The provisions of these policies are severable, and if any provision or part of a provision is held invalid, illegal, or unenforceable, this shall not affect the validity of the remaining provisions or parts of provisions, which shall remain in force and effect.

## D. APPLICABILITY OF PERSONNEL POLICIES

These personnel policies and procedures apply equally to all employees of the City unless a class of employees is specifically exempted; the provisions of these policies may be varied in the case of an employee with a written employment agreement approved by the City Council. Individuals performing community service work for the City are not covered by the terms of these policies. It is the responsibility of all employees to become familiar with and abide by these policies.

In cases where federal or state laws or regulations supersede local policy for specific groups of employees, such laws or regulations will substitute for these personnel policies only insofar as necessary to comply.

## E. DISSEMINATION OF PERSONNEL POLICIES

The Human Resources Department maintains the official set of the personnel policies, with all revisions, for reference by employees, and is responsible for providing a complete copy of this

handbook and copies of all subsequent revisions or policy changes to each employee. If a question arises about a particular policy, the official set of policies in the Human Resources Department should be consulted and will control.

As a part of the initial orientation process, Human Resources will provide a copy of the *Employee Handbook - Policies and Procedures* to new employees. This copy is the employees to keep. Upon receipt of the handbook and before beginning work on the job, each employee is required to read the policies and sign an acknowledgment that he or she has received a copy of the *Employee Handbook - Policies and Procedures* and understands that he or she is responsible for knowing the contents. The signed acknowledgment is filed in the employee's official personnel file in the Human Resources department.

## F. EMPLOYMENT AT WILL

Employment with the City is for no fixed or definite term. All employment by the City has been and continues to be at-will, except for those positions that may have a written contract approved by the City Council.

That means that both the employee and/or the City have the right to terminate employment at any time, with or without notice, and with or without cause. These personnel policies do not constitute a contract of employment. Nothing in these policies is intended to alter the continuing at-will status of employment with the City.

The terms and conditions of employment with the City may be modified at the sole discretion of the City with or without cause and with or without notice.

Only the City Council, has the authority to create an employment relationship other than on an "at-will" basis. Any modification to the at-will employment doctrine requires a written agreement, authorized by the City Council and signed by both parties.

No implied contract concerning any employment-based decision or terms and conditions of employment can be established by any other statement, conduct, policy, or practice.

Additionally, no employee may be terminated from employment for refusing to perform an illegal act.

## G. EQUAL EMPLOYMENT OPPORTUNITY

The City is equal opportunity employer. The City prohibits discrimination based on race, color, creed, religion, sex, pregnancy, veteran status, marital status, age, national origin or ancestry, citizenship, physical or mental disability, sickle cell trait, genetic information, sexual orientation, gender identity or expression, and any other consideration made unlawful by applicable federal, state, or local laws. All such discrimination is prohibited by the City.

In the event that any Employee feels that there is a violation of this policy, he or she should immediately notify an appropriate member of management of the City.

In addition, should any person who would normally review complaints or grievances filed pursuant to the Work-Related Problems procedure set forth below be the individual who is accused of engaging in improper discrimination and/or harassment, the Employee should bypass the Work-Related Problems procedure and immediately contact the next highest-ranking executive of the City to initiate the complaint process. If the complaint is against or involves the City Manager, the employee should bypass the Work-Related Problems procedure and contact the City Attorney, directly, who will initiate the appropriate process with the City Council.

All complaints will be investigated promptly and thoroughly, and any inappropriate and improper conduct will be remedied. There will be no retaliation against any Employee who, in good faith, reports a violation of this policy, and any violation of this policy will result in disciplinary action up to and including immediate termination of employment.

## H. SEXUAL AND OTHER UNLAWFUL HARASSMENT

All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, and vendors. This means that each employee must be respectful of others and act professionally. City employees are also prohibited from engaging in unlawful harassment of other employees, citizens, vendors, and all other third parties.

1. **Sexual Harassment**. All types of sexual harassment are prohibited. Unwelcome sexual advances, insinuations, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

   - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
   - Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or

   - Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

   Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Sexual harassment does not require sexual attraction or interest. This policy prohibits sexual advances and requests for sexual favors, sexual jokes and innuendo; comments about bodies, sexual prowess, sexual preferences, sexual experiences or sexual deficiencies; leering, whistling, or touching; verbal abuse of a sexual nature, including insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures, including nudity and pornography; and all inappropriate conduct of a sexual nature, whether it be physical, verbal or visual conduct.

2. **Other Prohibited Harassment**. In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, belittles, or

shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, genetics, veteran status, citizenship, or any other characteristic protected by law is also prohibited.

Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, bullying or hostile conduct; denigrating jokes and comments; and writings or pictures that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited.

This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, email, cell phone or other electronic devices, social media, and/or the Internet, such as YouTube and Facebook. Harassment of any nature, when based on race, religion, color, sex, sexual orientation, pregnancy, national origin, age or disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.

This policy applies to City employees, citizens, vendors, and other visitors to the workplace.

Any employee who violates this policy shall be subject to disciplinary action, up to and including immediate termination of employment. All employees have the responsibility act at all times in a manner consistent with this policy and to respect the rights of coworkers, vendors, customers, and visitors to the worksites. Further, it is the responsibility of each member of the City's management to create an atmosphere free of discrimination and harassment, sexual or otherwise.

In the event that any Employee feels that there is a violation of this policy, he or she should immediately notify an appropriate member of management of the City. In addition, should any person who would normally review complaints or grievances filed pursuant to the Work-Related Problems procedure set forth below be the individual who is accused of engaging in improper discrimination and/or harassment, the Employee should bypass the Work-Related Problems procedure and immediately contact the City Manager or the Human Resources Department to initiate the process. If the alleged complaint involves or is against the City Manager, the employee should bypass the Work-Related Problems procedure and contact the City Attorney who will initiate the appropriate process with the City Council.

The Human Resources Department will attempt, in its capacity as an administrative employer, to bring the two sides together to attempt to facilitate a resolution.

3. **Mandatory Reporting**. The City requires that employees report all perceived incidents of harassment, regardless of the offender's identity or position. Any employee who observes or otherwise learns of possible harassment in the workplace or who feels that harassment has occurred or has been subjected to conduct prohibited by this policy must report it immediately to:

- The Department Director;
- The Human Resources Director; or
- The City Manager.

More than one avenue for reporting harassment is included to allow the employee to choose an organizational level that s/he is comfortable with in reporting the incident.

Human Resources
Under this policy, an employee may report to and/or contact the Human Resources department directly, without regard to the employee's normal chain of command.

All City managers/supervisors, including the City Manager, must immediately report any incidents of harassment to the City's Human Resources Department. If the harassment involves the Human Resources Director, the manager/supervisor should contact the City Manager or City Attorney. If the harassment involves the City Manager, the manager/supervisor should contact the City Attorney, who will initiate the appropriate process with the City Council. The harassment complaint will be promptly and thoroughly investigated, and confidentiality will be maintained to the maximum extent possible by law and under the circumstances. If harassment is found to have occurred, immediate and appropriate disciplinary/corrective action, up to and including immediate termination of employment, will be taken.

4. **Investigation**. All reports of prohibited conduct will be investigated promptly and thoroughly in as confidential a manner as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with the investigation and to maintain confidentiality.

5. **Retaliation Prohibited**. Retaliation against any employee who makes a good faith charge or report of prohibited conduct or who assists in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

6. **Responsive Action**. Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were untruthful, fabricated or exaggerated, or when employees are untruthful during an investigation.

## I. AMERICANS WITH DISABILITIES ACT

To ensure compliance with the Americans with Disabilities Act and Americans with Disabilities Act, as Amended (ADAAA), the City provides equal employment opportunities to qualified individuals with disabilities, which includes providing reasonable accommodations, where

appropriate and strictly prohibits discrimination against qualified individuals on the basis of disability.

The City will provide reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position at issue. The City's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the City.

Any employee seeking a reasonable accommodation for a disability that affects the employee's work schedule or ability to perform the essential functions of the position shall make a written application on a form provided by the Human Resources department. The employee will be required to furnish documentation from a treating physician to substantiate an ADA disability and the need for accommodation.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act or ADAAA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately contact the immediate supervisor, Human Resources, the City Manager, or the City Manager's designee.

### J. LACTATING/BREASTFEEDING POLICY

Accommodations will be made for lactating mothers for up to one year after the child's birth. An employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. The City will designate a room for this purpose. A small refrigerator reserved for the specific storage of breast milk will be made available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering.

Nursing mothers wishing to use this room must request/reserve the room by contacting the Human Resources Department. Additional rules for use of the room and refrigerator storage are posted in the room. City employees who work offsite or in other locations will be accommodated with a private area as necessary. Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

## SECTION 2. EMPLOYEE RESPONSIBILITIES

### A. GENERAL EMPLOYEE RESPONSIBILITIES

The city is a public tax-supported organization. Its employees must adhere to high standards of public service that emphasize professionalism, courtesy and avoidance of even the appearance of illegal or unethical conduct.

Employees are required to give a full day's work, to carry out efficiently the work items assigned as their responsibility, to maintain honest conduct, and to do their part in maintaining good relationships with the public, their supervisors, city officials and their fellow employees.

## B. FINANCIAL RESPONSIBILITY

Employees of the City are expected to maintain a good credit standing in the community and to pay their obligations promptly. The City shall in no way serve as a collecting agency or arbitrator. If an employee fails to pay, or make reasonable provisions for future payment, of his or her debts to such an extent that the failure is detrimental to the employee's job performance, the employee may be disciplined, up to and including dismissal.

## C. DRESS, APPEARANCE, AND UNIFORMS

Employees must, at all times, dress appropriately and professionally and present a clean and neat appearance while at work and while representing the City or conducting City business. The City allows business casual dress in the workplace year-round, in accordance with this policy. This policy applies to all employees except those who are required to wear uniforms. Department directors are strongly encouraged to allow their employees to participate in business casual dress, as practical. Department directors and supervisors are responsible for enforcing this policy in their respective departments in order to maintain acceptable dress and appearance.

Professional business attire or a required uniform is to be worn when there is a need to present a more formal professional appearance for meetings or special events. Clean and presentable attire that is typical for the job function (i.e. suits or dresses for the City Manager's Office, polo with city logo and slacks for Parks & Recreation) are proper attire for personnel scheduled for City Council meetings, receptions, etc., unless otherwise directed by the City Manager for the occasion.

Employees must remember that they are professional 100% of the time and are dressing for business, not for pleasure. All clothing must be clean, neatly pressed and in good repair and appropriate to the work setting. Attire must always reflect a professional business attitude and presence. Provocative, suggestive articles or other inappropriate dress are not allowed in the workplace. When there is a question on whether or not an item of clothing is prohibited, please err in favor of being conservative and assume that it is not acceptable attire.

The City Manager may designate a specific day in which casual attire may be worn. However, it is at the City Manager's discretion and the attire worn on "casual days" should still reflect an appropriate professional appearance. Department directors may occasionally allow employees to wear casual attire if a specific work assignment dictates that casual attire is appropriate and to ensure the safety of an employee.

1. **Standards for Business Casual Work Attire**

- Jeans, T-shirts and athletic shoes might be acceptable during normal work hours as specifically approved by the appropriate department director as work assignment dictates.
- Sweatshirts, sweatpants and hoodies of any type are not acceptable unless a special casual wear or festive occasion is declared by City management.
- Shorts shall not be worn unless they are part of a City department's approved uniform and worn with a shirt that identifies them as an employee of a particular City department or division or approved by the department director as special circumstances warrant.
- Women: Camisoles or tank tops are required to be worn under low cut blouses/tops. Clothing with thin or spaghetti straps or tank tops need to be worn with an acceptable jacket. Skirts and dresses shall be worn no shorter than 2 inches above the top of the knee. Ankle length and Capri dress slacks are appropriate. Dress shoes or dress sandals are appropriate. No more than 3 earrings in each ear may be worn, provided the earrings are not unprofessional in appearance.
- Men: Knit shirts with collar, banded collar shirts, short sleeve or long sleeve dress shirts without a tie are acceptable. All shirts are to be tucked in unless specifically designed to be worn outside trousers. Dress shoes, boots or loafers are acceptable footwear. No more than 3 earrings in each ear may be worn, provided the earrings are not unprofessional in appearance.

2. **Examples of Inappropriate Attire**.

- Provocative or revealing attire including low cut, bare backs, bare shoulders, midriffs, body-hugging, see-through garments, tube tops or excessively loose or tight fabrics;
- Stirrup pants, spandex pants, casual cargo pants, leggings, form fitting or tight slacks/trousers;
- Clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind;
- Un-pressed, soiled, ripped and tattered clothing;
- Visible tattoos which could be deemed offensive;
- Nose rings, eyebrow rings, tongue studs, lip piercings, gauge piercings, or similar type facial jewelry.

3. **Jewelry**. All jewelry worn by employees must be appropriate, so it does not detract from a professional appearance or conflict with department uniform guidelines.

4. **Hair and Facial Hair**. Hair styles and hair colors must be appropriate to the employee's position, and extremes of any type are unacceptable. The length of hair must not pose a safety hazard for employees working around machinery and moving objects. Hair, including facial hair, must be clean and neatly groomed at all times. In accordance with state and federal law, the City permits applicants and employees to follow religious dress and grooming practices**.** Examples of religious dress and grooming practices may include: wearing religious clothing or articles (*e.g.*, a Christian cross, a Muslim hijab (headscarf), a

Sikh turban, a Sikh kirpan (symbolic miniature sword)); observing a religious prohibition against wearing certain garments (*e.g.*, a Muslim, Pentecostal Christian, or Orthodox Jewish woman's practice of wearing modest clothing, and of not wearing pants or short skirts); or adhering to shaving or hair length observances (*e.g.*, Sikh uncut hair and beard, Rastafarian dreadlocks, or Jewish peyes (sidelocks)). This list of examples is for illustration purposes only and is not to be considered exclusive.

5. **Perfume and Cologne**. While at work, employees should minimize the use of scented aftershaves, colognes, perfumes, and lotions as these products may impact the health of chemically-sensitive customers and other employees.

6. **Personal Hygiene**. All employees must maintain a clean, presentable appearance. Personal hygiene includes a regular bath/shower, use of deodorant, and appropriate oral hygiene.

7. **Uniforms**. The City supplies many Police, Parks and Recreation, and Public Works personnel with appropriate uniforms. Employees in jobs that require a uniform will be told how and where the uniforms can be obtained. The City will provide replacement uniforms as necessary. Uniforms must be clean and neat. City-owned or authorized uniforms may not be worn outside of work, for personal use, or by any third party. City uniforms may be worn by City employees in connection with outside employment only with the department director's prior written authorization.

   Employees who are provided with uniforms are required to wear their uniforms when on duty and keep them in good, clean and serviceable condition. No part of the uniform shall be worn by itself. An employee must wear the entire uniform when on duty. No part of the uniform shall be worn when off duty, except to and from work, unless in connection with outside employment with the department director's authorization.

   When an employee terminates, uniforms and any other City equipment which the employee possesses must be returned in good condition. The cost of lost or damaged City property and unreturned uniforms will be deducted from the employee's final paycheck.
   Employees will be required to sign an authorization form at time of employment to allow the City to deduct lost, damaged and unreturned supplies and uniforms.

8. **Employee Purchasing of City Logo Clothing**. Employees who work primarily in offices are not eligible to receive uniforms. However, employees are permitted to purchase City logo apparel at their own expense and at the City's contract price from selected vendors.

9. **Exceptions**. Employees having a conflict with any aspect of this policy, based on cultural or religious traditions or medical reasons, may request an exemption. The employee must place the request in writing to Human resources. Human Resources shall review the request and determine whether an exception will be granted.

10. **Enforcement**. Employees and supervisors are responsible for ensuring compliance with the City's dress code standards. In all cases, the City will make the determination as to acceptable dress, appearance and grooming. Employees should direct questions about appropriate appearance or dress to their supervisor, Department director or to Human Resources.

Department directors shall specify requirements for uniforms and other work attire. Departments may impose special dress and grooming requirements necessary for employee safety, including use of appropriate personal protective equipment, shoes and clothing.

Supervisors are responsible for ensuring that employees know, understand and adhere to this policy as well as any department specific dress policy. Department directors and supervisors shall counsel employees' whose dress, personal hygiene or grooming is inappropriate.

Each employee is expected to adhere to the clothing, uniform and personal appearance guidelines set forth in this policy. Each employee must use good judgment and common sense in selecting clothing that fits with the function of his/her position, while also promoting a professional image. In order to avoid bringing discredit to the City, employees shall exercise caution in their conduct when wearing uniforms or other apparel bearing the name or logo of the City of Lago Vista.

Employees in violation of this policy may be sent home. Under such circumstances, non-exempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming or personal appearance violates this policy may be disciplined, up to and including termination of employment.

The department director, with approval of the City Manager's office, may make departmental exceptions to this policy when deemed necessary for business reasons or implement a more restrictive dress and appearance policy.

**Dress Guidelines**

| | Men | Women |
|---|---|---|
| **Appropriate** | ♦ Knit shirts with collar and banded collars<br>♦ Short sleeve or long sleeve dress shirts<br>♦ Dress shoes, boots, and loafers | ♦ Camisoles or tank tops worn under low cut blouses/tops<br>♦ Thin or spaghetti straps and tank tops worn with jacket<br>♦ Skirts and dresses no shorter than 2 inches above top of knee<br>♦ Ankle length and Capri dress slacks |
| **Inappropriate*** | ♦ Provocative or revealing attire<br>♦ Excessively loose or tight fabrics<br>♦ Bare shoulders<br>♦ Clothing with unclear or obscene messages or that endorses alcohol, tobacco produces, drugs, pornography, or offensive material of any kind<br>♦ Stirrup pants, spandex pants, casual cargo pants, and leggings<br>♦ Form fitting or tight slacks/trousers<br>♦ Visible tattoos which could be deemed offensive | |

| | |
|---|---|
| | ♦ Un-pressed, soiled, ripped, or tattered clothing |
| *Listing of inappropriate apparel is not intended to be exhaustive and all-inclusive and is provided to establish a guideline for what is acceptable in the workplace. | |

## D. USE OF CITY PROPERTY, VEHICLES, AND EQUIPMENT

The City attempts to provide employees with adequate tools, equipment, vehicles and facilities for the job being performed, and the City requires all employees to observe safe work practices and lawful**,** careful, and courteous operation of vehicles and equipment. Any required safety equipment provided by the City must be used at all times.

From time to time, the City may issue various types of equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, uniforms, cell phones, computers, and computer-related equipment. Employees are responsible for items formally issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties. At the time of issuance, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. In addition to payroll deductions, the City may take any other action it deems appropriate or necessary to recover and/or protect its property.

Employees must notify their supervisor immediately if any vehicle, equipment, machinery, tools, etc., appear to be damaged or defective, or are in need of repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of equipment will likely result in disciplinary action.

1. **Personal Use Prohibited.** City property, materials, supplies, tools, equipment or vehicles may not be removed from the premises without prior written approval by the City Manager, or the Department Director, and may not be used for the personal benefit of an employee.

2. **Tobacco Use Prohibited**. The City's policy is to provide a smoke-free workplace. Smoking is prohibited in City buildings, or outdoors within twenty-five (25) feet of any entrance utilized by employees or the public. Smoking is also prohibited in all City vehicles, in garages or around entrances to buildings. Smoking is only allowed in designated smoking areas. Cigarette or cigar butts may not be discarded on the ground at any City facility, including parking lots. This prohibition against smoking applies to electronic cigarettes.

   Users of smokeless tobacco are prohibited from spitting on sidewalks, parking lots, on landscaping or in the bathroom facilities. Spit cups must be kept out of the view of other employees or the general public and must not be disposed of in any of the trash cans inside City buildings.

3. **Vehicle Allowance.** An employee may be given a monthly allowance for consistently using such employee's own vehicle for City business if the use is deemed necessary by the City Manager. The amount of the allowance shall be determined by the City Manager.

4. **Take Home Vehicles.** A City vehicle may be assigned to a position or employee when it is more economical than payment of a car allowance or mileage reimbursement.

   To be eligible for assignment of a take-home vehicle, an employee must be subject to emergency call back during off duty hours to locations other than the employee's normal workstation. No personal use of a take-home vehicle is permitted except to commute to and from home or work. A City vehicle is not to be used for personal business such as going to the bank, grocery store, etc., without prior written approval of the City Manager or department director. No alcoholic beverages are allowed in City vehicles. No passengers may be transported in take-home vehicles except as required by official duties.

   If approved by the City Manager, use of a City owned vehicle may be included within a contract of employment and may be exempt from this policy.

   The City's vehicles are classified as either "exempt" or "non-exempt" as prescribed by law. Most pickups, vans and automobiles are classified as "non-exempt" vehicles. Employees to whom a "non-exempt" vehicle is assigned for take-home may incur a federal income tax liability for the benefit of commuting to and from work in a City vehicle. Police vehicles used by employees on call 24-hours are normally exempt from the benefit tax liability.

5. **Use of City Vehicles.** City-owned or leased vehicles may be used only for official City business. City owned or leased vehicles may only be driven by authorized City employees. If an employee drives a personal vehicle, or a City-owned, rented or leased vehicle on the job or while carrying out City-related business, the employee must comply with the following:

   - Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
   - Always observe all posted laws and speed limits.
   - Always wear seat belts when the vehicle is in operation.
   - No passengers other than City employees or others on City business may ride in a City vehicle unless otherwise approved in advance by the Department Director.
   - No personal use of City-provided vehicles is allowed.
   - All maintenance and use records for City vehicles must be completed as directed by the employee's supervisor. City vehicles must be kept clean; dispose of trash and put away tools daily.
   - Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of City vehicles to the appropriate supervisor immediately.
   - All drivers must be eligible for coverage under the City's insurance policy.
   - Drivers covered by Department of Transportation (DOT) regulations must comply with the DOT regulations at all times.
   - AT NO TIME MAY AN EMPLOYEE UNDER THE INFLUENCE OF ALCOHOL OR A PRESENCE IN THE SYSTEM OF ILLEGAL DRUGS DRIVE

A CITY VEHICLE OR A PERSONAL VEHICLE WHILE CONDUCTING CITY BUSINESS.

- EMPLOYEES INVOLVED IN AN ACCIDENT WHILE OPERATING A CITY VEHICLE, OR WHILE OPERATING A PERSONAL VEHICLE ON CITY BUSINESS, MUST IMMEDIATELY NOTIFY THE POLICE AND HIS/HER SUPERVISOR, DEPARTMENT DIRECTOR, AND/OR CITY MANAGER. THE EMPLOYEE SHALL **NOT** LEAVE THE SCENE OF THE ACCIDENT UNLESS REQUIRED TO DO SO BECAUSE OF INJURY. THE EMPLOYEE MAY LEAVE THE SCENE AFTER THE POLICE INVESTIGATION IS COMPLETE OR IF THE POLICE DIRECT HIM/HER TO MOVE THE VEHICLE. ACCIDENT REPORTS, ALONG WITH ANY LAW ENFORCEMENT REPORT, MUST BE FILED BY THE EMPLOYEE WITH THE DEPARTMENT DIRECTOR AND THE CITY SECRETARY. IN ADDITION, THE EMPLOYEE IS REQUIRED TO PROVIDE A WRITTEN STATEMENT TO HIS/HER SUPERVISOR WITHIN TWENTY-FOUR (24) HOURS DETAILING THE INCIDENT AND INCLUDING WHETHER ANY CITATIONS WERE ISSUED.

- EMPLOYEES WHO ARE INVOLVED IN AN ACCIDENT WHILE OPERATING A CITY VEHICLE WILL BE SUBJECT TO A DRUG SCREEN.

6. **Driver's License Check**. The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver.

7. **Public Perception**. City employees must be aware of the fact that their actions while driving or in the vicinity of City vehicles are being observed by the public. Employees' irresponsible behavior and use of poor judgement reflects directly on the City and will not be tolerated. City employees must be courteous to other drivers and pedestrians.

8. **Violations of This Policy**. The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action, up to and including dismissal.

9. **Personal Property.** All employees shall be solely responsible for their personal property at all times.

## E. OUTSIDE EMPLOYMENT

1. **Written Authorization Required**. City employees may engage in outside employment provided they receive prior written approval from their Department Director who will notify the Human Resources department. The approval will be maintained in the employee's personnel file. Authorized outside employment may be subject to review in the event of schedule changes or interference with City duties.

2. **Outside Jobs Coordinated Through Police Department**. Police officers authorized to work part-time jobs coordinated by and through the City's Police Department must perform the outside employment in accordance with applicable Police Department procedures.

3. **Prohibited Activities.** Employees will not be permitted to engage in outside employment (including self-employment) or other activities that might discredit the City, result in a conflict of interest or a potential conflict of interest, or adversely affect the employee's job performance. City employees may not use City property, equipment, facilities, or telephones for outside business activities or for personal gain.

4. **Workers' Compensation Coverage.** Employees are not covered by the City's workers compensation insurance while working for another employer.

5. **Outside Employment While on Leave Prohibited.** Approval for outside employment as set out in this policy does **not** authorize an employee on FMLA leave, sick leave, disability leave, workers compensation leave, administrative leave, or an unpaid leave of absence, or on restricted or light duty, to engage in any outside employment. Any exceptions must be expressly authorized in writing by the Department Director and the Human Resources Director, or if applicable, by the City Manager.

6. **Outside Employment Prohibited During Normal Working Hours**. Employees are prohibited from conducting outside employment activities during normal working hours.

## F. EMPLOYEE SAFETY

The City is interested in all employees' safety and well-being. Accordingly, the City has developed safety rules and regulations. Each and every employee is required to comply with all safety rules and to exercise caution in all work activities. From time-to-time employees will be updated and reviewed on safety procedures in an effort to increase awareness of the importance of safety on the job. Employees can prevent accidents and injuries by following the safety rules of your job, by remaining alert and by THINKING SAFETY at all times. If an employee sees something that the employee believes is an unsafe act or an unsafe condition, the employee should immediately report it to a supervisor or to management.

1. **Safety Rules**. The following safety rules apply at all times, and some specific job descriptions may contain additional operational safety guidelines. Each employee must be familiar with such rules, and apply them at all times.

    - Use prescribed protective equipment such as eye protection, hearing protection, hard hats, safety shoes or boots, gloves, shields, etc., when those items are appropriate to the task being performed.

    - Smoke only during designated times in authorized outside areas.

    - Walk, do not run. Wipe spills and pick up fallen objects and debris. Keep floor surfaces clear of hazards and other obstacles, electric cords, etc. For your comfort and safety, wear shoes with non-slip soles, in good condition and with enclosed toes. Do not wear sandals, sneakers, moccasins or tennis shoes on any job site where feet could be injured. Employees working in departments that require steel toe boots must wear them at all times.

    - To avoid back injuries, use correct lifting methods. Get additional help with heavy (or difficult to handle) objects.

- Be aware of sharp tools. Use safety devises where provided, and do not alter or remove them in any way. Report hazards to management immediately.
- Material Safety Data Sheets (MSDS Sheets) - Employees will be shown the location of the City's Material Safety Data Sheets. MSDS sheets provide valuable information about various chemicals and other agents that may be encountered in the work.

  MSDS explain possible reactions to exposure, and steps for employees should take if it occurs. Review this information from time to time.
- Fire - Be alert for causes and report smoke, heat or unusual odors immediately. Alert other people in the area to the possibility of danger in order to evacuate, if necessary. Try to verify the location and call 911. Use proper portable extinguishers for small fires.
- Do not put fingers, hands, feet or clothing in moving machinery.
- Do not carry items in a manner that obscures vision.
- Do not block access to fire extinguishers.
- Do not touch open or loose electrical circuits.
- Report unusual vibrations, smells, or noises coming from equipment.
- Do not wear rings or jewelry while operating machinery.
- Do not perform maintenance or repairs on running equipment.
- Do not remove or alter warning tags or safety devices.
- Never leave nails or spikes protruding from planks or boards.
- Perform routine maintenance at all scheduled intervals.
- Do not use compressed air for cleaning clothing or floors.

2. **Accident Reporting**. All accidents and injuries, however slight or seemingly inconsequential, **must immediately be reported** to the appropriate supervisor or the Human Resources Director. Failure to report any accident or injury within 24 hours of its occurrence may lead to disciplinary action, up to and including termination of employment. Such reports are necessary so that the City can remain in compliance with applicable laws and begin workers compensation benefit procedures where appropriate.

   Employees who violate safety standards, who cause or exacerbate hazardous or dangerous situations, or who fail to report or, where appropriate, correct such situations, will likely be subject to immediate disciplinary action, up to and including termination of employment.

3. **Accidents Involving City Equipment or Vehicles**. Any employee involved in an accident while operating City equipment or vehicles shall report the accident immediately to the supervisor and to the proper law enforcement agency. The employee must immediately complete an accident report, no matter how minor the damage is to the vehicle, and submit the report to the supervisor and to the City Secretary.

Drivers must obey all traffic rules and regulations prescribed by law and use every reasonable safety measure to prevent accidents. No one under the age of 18 may operate a City vehicle. Wearing of seat belts is mandatory.

Any traffic fines imposed upon a City employee while operating a City vehicle will be the personal responsibility of the employee and not the City.

Any employee involved in any type of accident involving City equipment may be disciplined if, upon investigation, it is determined that the employee was negligent or through carelessness or recklessness contributed to the cause of the accident.

## G. POLITICAL ACTIVITY

City employees will not be appointed or retained on the basis of their political support or activities.

City employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. No City employee is prohibited from becoming a candidate for public office. However, at no time may City employees utilize City resources for political purposes.

**While on work duty, no City employee is allowed to**:

- Publicly endorse or campaign in any manner for any person seeking public office. This provision is not intended to prevent a city employee from displaying a candidate's sign on their personal property.
- Use the employee's position or office to coerce political support from employees or citizens.
- Use the employee's official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office.
- Make, solicit, or receive any contribution to the campaign funds of any candidate, directly or indirectly through an organization or association, or take any part in the management, affairs, or political campaign of any such candidate; provided nothing herein shall infringe upon the rights of an employee to seek office himself/herself, express his or her opinions, and to cast his or her vote.
- Use working hours or City property to be in any way concerned with soliciting or receiving any subscription, contribution, or political service to circulate petitions or campaign literature on behalf of an election issue or candidate for public office in any jurisdiction.
- Contribute money, labor, time or other valuable thing to any person for City election purposes, except as permitted by law, such as on-duty attendance at a political rally or function for a candidate on a ballot if the employee is assigned to be present for legitimate City reasons, such as providing security..
- Hold an appointive or elective office of public trust where service would constitute a direct conflict of interest with City employment, e.g., City of Lago Vista City Council, Lago Vista ISD, and Travis County. Upon being elected to such an office, an employee must immediately resign or will be dismissed upon failure to do so.

However, while off-duty and not acting as a City representative, employees may engage in political activities during their personal time, including attending rallies, supporting candidates, and expressing political opinions, provided it does not interfere with their official City duties and the individuals involved are off-duty and not in uniform or wearing any official city item or clothing that identifies the employee as an employee of the city

## H. CONFLICTS OF INTEREST/SOLICITATION AND ACCEPTANCE OF GIFTS

1. **Conflicts of Interest.** No employee of the City may:

   - Have any financial or other interest, directly or indirectly, in any proposed or existing contract, transaction, purchase, work, sale or service to, for, with or by the City;
   - Use City employment, authority, or influence in any manner for personal betterment, financial or otherwise;
   - Have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or services;
   - Have discussions or participate in decisions of any City agency, board, commission or instrumentality if the employee has any personal economic interest or is employed, directly or indirectly, by the person or entity that is the subject of the discussion or decision;
   - Accept other employment or engage in outside activities incompatible with the performance of duties and responsibilities as a City employee or that might impair independent judgement in the performance of duties to the City; or
   - Accept remuneration or provide services for compensation, directly or indirectly, to a person or organization requesting an approval, investigation, or determination from the City.

Additionally, employees **must** disclose any direct substantial financial interest in any entity or property affected by City decisions and abstain from voting or decision-making in such cases.

2. **Solicitation and Acceptance of Gift**.

   - Solicitation of funds or anything of value for any purpose whatsoever shall be permitted of or by City employees on the job only with the express approval of the City Manager. No employee may be required to make any contribution, nor may an employee be penalized in any way concerning employment according to the employee's response to a solicitation.
   - No employee shall accept or solicit any money property, service, or other thing of value from a person, business entity or other organization regulated by, contracting with, or having any other business relationship with the City department of which the employee is a member. However, this section shall not be interpreted to include any pen, pencil, calendar, cap, or similarly valued item distributed by any such business or organization for advertising purposes.

- If a person presents a gift to a City employee as a reward for service or as an act of expressing appreciation, then the employee shall report the gift (other than the minimal gifts listed in the paragraph above) in writing to the supervisor and the City Manager.
- No employee shall accept or solicit any money, property, service, or other thing of value in excess of $50.00 for the benefit of the City, or any employee, or department of the City, unless approved in advance by the City Council.

Violations of this policy may result in disciplinary action. Employees should direct questions regarding the prohibitions imposed by this policy to your Department Director, the Human Resources Director, or the City Manager's office.

## I. PURCHASING

Purchases by City employees will be made only as authorized by the City Manager or the City Council and must be made in accordance with state purchasing laws as they apply to cities.

## J. ARRESTS, CONFINEMENTS, AND INDICTMENTS

1. **Policy**. City employees are subject to disciplinary action and/or job restrictions for violations of law. This policy applies to acts prohibited by law that result in charges being filed, arrest, confinement, indictment, and/or conviction, as well as to acts prohibited by law not resulting in charges filed, arrest, confinement, or indictment.

2. **Procedure**.

   - **Employee Notice of Felony and Misdemeanor Charges.** Employees must immediately notify their supervisor and/or Department Director within twenty-four (24) hours if they are arrested, charged, indicted, convicted, receive deferred adjudication, or plead *nolo contendere* to any misdemeanor or felony. Employees who do not drive as a part of their job duties with the City are not required to report minor traffic violations. Failure to report these events in a timely manner may result in immediate termination.
   - **Employee Status after Alleged Violation of Law.** At the time the employee's department is made aware of an employee's arrest or conduct constituting an offense, the Department Director shall consult with the Human Resources Director to determine available options which may include, but are not limited to:
     - ✓ allowing the employee to return to regular duty with pay;
     - ✓ allowing the employee to return to restricted duty with pay;
     - ✓ placing the employee on paid administrative leave;
     - ✓ placing the employee on unpaid administrative leave; or
     - ✓ terminating the employee.
   - **Employee Status after Adjudication.** Once the indictment or information is dismissed or fully adjudicated without trial, and if tried, until the trial and appeal (if any) are commuted and all related administrative matters are completed, the Department Director will determine, in conjunction with the Human Resources

Director the status of the employee. An employee on administrative leave may, in the City's sole discretion, be reinstated to the position held before being placed on administrative leave (if available), if the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal.

- **Disciplinary Action:** Disciplinary action may be pursued concurrently or in place of the above options or imposed at a later date. Multiple violations of law or confinements within a prescribed time period may also result in disciplinary action.
- **Violations of Law Discovered through Criminal History Check:** The City may conduct criminal history checks on existing employees at any time during their employment, for any reason. Conduct constituting an offense, arrest or conviction that is discovered may result in disciplinary action, up to and including termination.
- **Other Policies:** This policy should not be construed to limit disciplinary action that may be taken in accordance with other Personnel Policies and Procedures, department policies, or other city-wide policies.

## K. TELEPHONE CONTACT

1. All supervisory personnel and service personnel must have a telephone number at which they can be reached during off-duty hours. This can be a cell phone or a land line telephone.

2. No reimbursement shall be made to the employee for the City's use of such employee's private telephone to contact the employee regarding work related matters.

3. All employees must immediately notify supervision of any change in phone number(s), and provide a phone number for a secondary contact, i.e., spouse, parent.

## L. SOCIAL MEDIA POLICY

An employee's use of social media, both on and off duty, must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the City or violate any City policy. The intent of these standards is to regulate the creation and distribution of information concerning the City, its employees, and citizens through electronic media, including but not limited to online forums, instant messaging, and internet social media and blogging sites. This policy is designed to protect the City's reputation and ensure that an employee's communications not only reflect positively on the employee as an individual, but also on the City.

The term "social media" includes X (formally known as Twitter), tweets and twittering, Facebook, LinkedIn, Instagram, Snapchat, blogs, and other online journals and diaries; bulletin boards and chat rooms, microblogging, and all other social networking sites, instant messaging, and the posting of video on YouTube and similar media.

1. **Use of City's Internet**. Use of the City's Internet is a privilege and City employees must use it responsibly and ethically. The City may monitor an employee's access, use, and postings to the City's Internet to ensure compliance with internal policies; support the performance of internal investigations; assist management of information systems; and for all other lawful purposes. The City expects all employees to follow the guidelines below when posting information on the City's social media sites.

2. **Other City Policies**. This policy should be read and interpreted in conjunction with other City policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct, or inappropriate behavior. Violations of the Social Media Policy may lead to disciplinary action. The City provides an effective system for employee complaints "off-line" through the "Grievance" policy without resorting to social media.

## M. EMPLOYEE GUIDELINES: USE OF CITY'S SOCIAL MEDIA ON WORK TIME

Any blogging or posting of information on the Internet or other City social media sites must comply with the City's guidelines, regardless of where the blogging or posting is done.

1. Blogging or posting information of a personal nature on the Internet or other City social media sites is prohibited during work hours. Employees are not permitted to engage in social networking of a personal nature while using any of the City's electronic social media sites.

2. Employees must obtain written authorization from the City Manager to update or post on social media sites on behalf of the City, and all content must be approved prior to posting. All of the employee's time spent updating or posting on City social media sites as part of the employee's job duties is compensable time that must be reported and counted in the calculation of overtime.

3. No use of social media on work time and on City equipment on City-operated networks is considered private or confidential, even if password protected or otherwise restricted. The City reserves the rights to access, intercept, monitor, and review all information accessed, posted, sent, stored, printed, or received through its communications systems or equipment at any time.

4. Never disclose any confidential information concerning another employee of the City in a blog or other posting to the Internet. Posting of confidential information may violate state law and subject the user to criminal penalty. All requests for City documents must be processed through the Public Information Act.

5. Employees must abide by all federal and state laws and policies of the City with regard to information sent through the City's Internet.

6. Individual supervisors do not have the authority to make exceptions to these guidelines.

## N. EMPLOYEE GUIDELINES: USE OF PERSONAL SOCIAL MEDIA WHILE NOT ON WORK TIME

The City recognizes that many City employees utilize social media when not at work. The City requires that employees be aware of guidelines regarding posting of work-related information on personal social media sites, and they are listed below:

1. If the employee's social networking includes any information related to the City, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the views of the City.

2. Do not put anything on your personal social media site that may constitute a violation of the City's harassment policy. Do not post any pornographic pictures of any type that could identify you as an employee of the City. Be mindful that the City's harassment policy covers both work and non-work time, including postings on social media sites.

3. Do not post pictures of yourself or others on your personal social media site containing images of City uniforms or insignia, City logos, City equipment or City work sites.

4. Do not permit or fail to remove postings violating this policy, even when placed by others on your social media site.

**M. Maintaining Confidentiality**

As a condition of initial and continued employment, all current and former employees are expected to conduct themselves in a manner that protects and preserves proprietary, confidential, and trade secret information. "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that:

- Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and

- Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

All information regarding the City, employees, customers, vendors, and the like is to be kept confidential and revealed only to those at the City with a need to know and authorization to receive such confidential information. Employees may be required to enter into a written confidentiality agreement. If a question arises whether information should be protected, please contact your immediate supervisor.

All records and files maintained by the City are confidential and remain the property of the City. Records and files are not to be disclosed to any outside party without the express permission of the City Manager, the City Attorney, and City Council, including records and files subject to the Texas Public Information Act. Such confidential information includes, but is not limited to, business and strategic plans, financial records, Employee and payroll records, customer, vendor, and supplier information, inventions, programs, formulas, trade secrets as noted above, techniques, processes, sales and marketing information and all practices and processes (collectively "Confidential Information.") Confidential Information may not be removed from the worksite premises without the express authorization of the City Manager, City Attorney, and City Council.

Confidential Information obtained during or through employment with the City may not be used by any employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. The City reserves the right to pursue all legal or equitable remedies to prevent impermissible use of Confidential Information or to recover damages incurred as a result of the improper use of the Confidential Information.

The City respects your right to express personal opinions and communicate concerning the terms and conditions of employment. Nothing in this policy is intended to interfere with your rights under federal and state laws, including the National Labor Relations Act.

## SECTION 3. EMPLOYMENT PRACTICES

### A. EMPLOYEE RECRUITMENT AND SELECTION

The City hires employees based on their knowledge, skills and abilities, experience, and other qualifications as they relate to the duties and responsibilities of a position without regard to race, national origin, religion, color, sex, age, citizenship, political affiliation, disability, genetics, veteran's status, or any other characteristic protected by law. It is the desire and intent of management to provide promotional opportunities for employees of the City by offering assistance to interested employees in developing career plans and making applicable training and educational opportunities available within budget limits.

1. **Methods of Recruitment and Selection**. The city has several methods of recruiting and selecting persons to fill vacancies:

   - Promotion from within; or
   - Transfer from within; or
   - Public announcement (including media announcement and posting of notice for city employees) and competitive consideration of applications for employment; or
   - Referral from a job training program; or
   - Selection from a valid current eligibility list of applicants. (A valid current eligibility list is a record of applications for the same or a similar position for which recruitment was conducted within the preceding six (6) months.)

   The City Manager approves the method of selection to be used in filling each vacancy. However, the City Council must have approved funding for a position before recruitment begins.

   All positions will be posted publicly after the expiration of a five-day internal recruitment application period.

2. **Recruitment Requirements**. The recruitment process is initiated by a City department director submitting a request to fill a vacancy of a budgeted position to the Human Resources Director. Job vacancies will normally be posted internally for the benefit of any qualified employee, posted in City employee break areas, and sent electronically to all City employees. External recruitment may also be conducted simultaneously with an internal posting.

3. **Public Announcements**. When public announcements of position openings at the City are used, and competitive consideration will be given, the announcements are disseminated by Human Resources in the manner most appropriate for the particular position being filled, as determined by the City Manager. City department directors wanting to fill job vacancies within their departments must submit relevant information about the position to

Human Resources who ensures that job opening announcements are made public through publication in the local newspaper and posting on the City website and bulletin board at City Hall.

Current employees may apply for positions for which they believe themselves to be qualified.

If selected for the position for which he or she applied, a City employee can transfer to another City position without loss of pay provided that his or her current pay is within the limits set by the City Council for the transfer position.

The length of time during which applications will be accepted will be determined by the Human Resources Director in accordance with the circumstances that exist at the time.

4. **Applications**. When a specific vacancy exists, each person desiring employment with the City must submit a written application and other pertinent information regarding training and experience. To be valid, an application must be made on the City's official application form. Each person desiring employment with the City may obtain an application for employment from the Human Resources Director or designee.

   The City will make appropriate inquiries to verify criminal history, education, experience, character, and required certificates and skills of an applicant prior to extending an offer of employment. In the case of applicants for positions with the City which require driving a vehicle, the City must check the prospective employee's driving record prior to offering the applicant employment with the City.

   The City does not accept applications for employment unless a specific job opening exists. Persons wishing to apply for a job with the City when a specific vacancy does not exist will be informed that City job openings are advertised in the local newspaper, on the City website and posted on the bulletin board at City Hall; and they may file an application when an advertised vacancy exists for which they consider themselves to be qualified. After a City position has been filled, all applicants who were interviewed but were not chosen will be notified in writing or by telephone as soon as practicable by the Human Resources Director.

   The City should retain each employment application for two years after receipt of the application. *(Legal reference: 29 Code of Federal Regulations 1602; V.T.C.A. Government Code, Section 441.158; State Library and Archive Commission Local Schedule GR, as amended.)*

5. **Qualifications**. The City maintains a job (class) description, which establishes the required knowledge, skills and abilities for each staff position and the acceptable levels of experience and training for each. The job description sets forth the minimum acceptable qualifications to fill the position.

6. **Testing**. Except for drug/alcohol tests, physical examinations, psychological tests for law enforcement officers, and any other tests that may be required by state law, the only performance tests administered for employment or promotion will be specifically job related ("piece-of-the-job") tests (e.g., typing, operating a computer, operating a piece of

equipment, lifting something heavy which is specifically required to be lifted in the job, tabulating columns of numbers, providing writing samples, etc.)

7. **Drug and Alcohol Testing**. In addition to the physical examination required by the city for all prospective employees, all prospective employees for any regular, full-time position in the city are required to be tested to show no trace of drug dependency or illegal drug usage.

   All prospective employees are required to pass a drug/alcohol test after a conditional offer of employment has been extended, but prior to their first day of work. The offer of employment is contingent upon the prospective employee passing a drug/alcohol test. After employment, any employee may be required to submit to a test for drug dependency or illegal drug use. For more information on drug testing or drug usage, see the chapter of these policies on **Drug and Alcohol Use**.

8. **Selection**. In accordance with the City Charter, the City Council appoints and may remove the City Manager and Municipal Court Judge. Except for appointments reserved to the City Council or that require City Council approval by statute, ordinance, or charter, the City Manager has exclusive authority to select and employ personnel within the limits of these policies and the City budget. The City Manager may authorize City Department Heads to appoint and remove employees within their departments, subject to approval by the manager and within the limits of these policies and the City budget. Other supervisors may be asked for recommendations as appropriate.

   Neither the Council nor any of its members shall in any manner dictate the appointment or removal of any city employees whom the City Manager or any of his or her subordinates is authorized to appoint. However, the City Council or its members may express freely to the City Manager their views and opinions on such matters.

   Vacancies on the City Staff are filled on the basis of merit, whether by promotion or by initial appointment. Selections of the most qualified persons are made on the basis of occupational qualifications and job-related factors such as skill, knowledge, education, experience, and ability to perform the specific job.

   After making a decision to hire, the hiring department must submit the appropriate paperwork to the Human Resources Director, along with the applicable Personnel Action Form. Offers for City employment, other than department heads, will be communicated by the Human Resources Director upon receipt of the hiring recommendation and all related paperwork. Offers for City Department Heads will be communicated by the City Manager.

9. **Physical Standards**. Knowledge of physical conditions and existing health problems of employees is necessary to avoid occupational injuries and to ensure that it will be possible to differentiate any future job-related injuries from existing medical problems. For these reasons employees are required to pass a drug/alcohol test and a physical examination after a conditional offer of employment has been extended, but prior to their first day of work. Employees will not be placed on the City payroll prior to passing these exams. Back X-rays are required for persons who will perform strenuous physical activity. The required

physical examinations will be performed by a physician of the City's choice and will be paid for by the City.

In each instance, the examining doctor will be provided a copy of the appropriate job description or summary of duties and will be required to certify that the prospective employee is physically able to perform the essential duties of the job.

In addition, prospective new employees for active or reserve Police Officer certification must undergo an examination by a licensed psychologist or psychiatrist and be declared in writing by the psychologist or psychiatrist to be in satisfactory psychological and emotional health.

The City also may require all prospective active Police or reserve employees to submit to a polygraph test. The required examinations will be made by a physician and psychologist or psychiatrist of the City's choice and will be paid for by the City. *(Legal reference: Police only – V.T.C.A., Government Code, Section 415.057.)*

**10.** **Age Requirements**. No persons under seventeen (17) years of age will be employed in any regular full-time position. No persons under eighteen (18) years of age will be employed in any position requiring the operation of a motorized vehicle owned by the City of Lago Vista. A person under the age of eighteen (18) may be employed in a temporary or part time position if the person furnishes the City with a properly completed and signed minor's release form.

11. **Residency Requirements**. Employees who may be subject to emergency call and/or periodic service in a stand-by status may be required to establish residency within a reasonable distance from the principal work site in order to assure a timely response. For these purposes, the City Council has established that for employees hired after July 2016, a reasonable response time to a civil emergency is thirty (30) minutes. As a general rule, only those employees who reside within the City are potentially eligible for a City issued "take-home" vehicle.

12. **Employment of Relatives (Nepotism)**. Nepotism is the showing of favoritism toward a relative. In order to prevent conflicts of interest, to avoid accusations and perceptions of biased conduct, and to maintain the confidentiality of restricted information, the City forbids the practice of nepotism in hiring personnel or awarding contracts.

    A person who is related within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) to any member of the City Council or to the City Manager may not be hired. (See Figures 1 and 2 on the following page for the prohibited degrees of relationship).

    A person who is already employed by the City and is related in a prohibited manner may not stay in City employment unless the employee had been continuously employed by the City for a period of:

    At least 30 days, if the officer or member is appointed; or

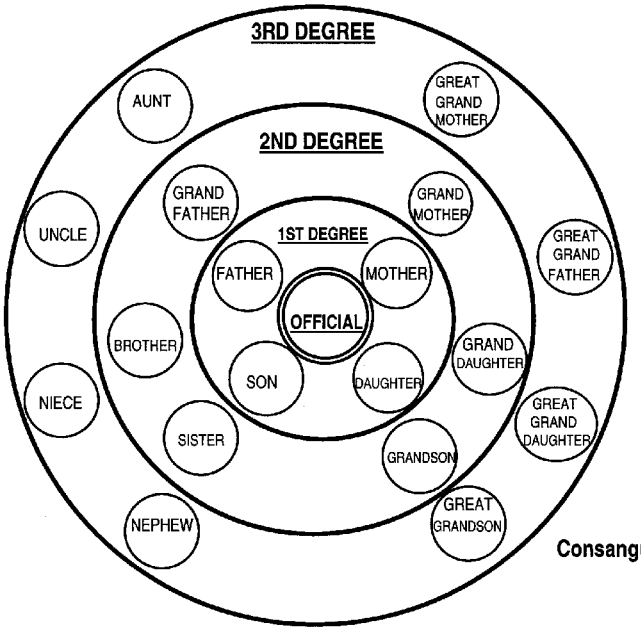
- At least six months, if the officer or member is elected at an election other than the general election for state and county officers; or

- One year if the related City officer is elected at a general election for state and county officers.

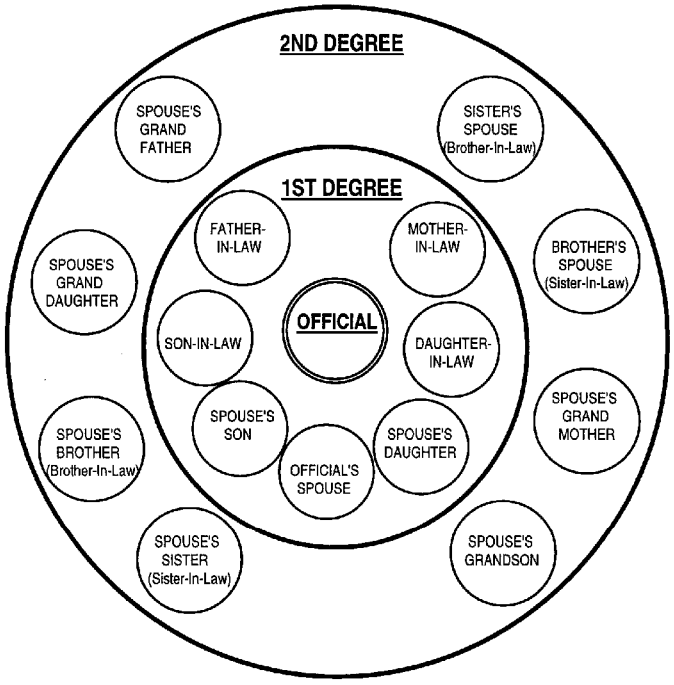
*(Legal reference: V.T.C.A. Government Code, Section 573.062, as amended.)*

In addition, no personnel action (hiring, demotion, promotion, transfer, reorganization) will be taken that would result in any employee's directly or indirectly supervising or being supervised by another employee who is related within the second degree of affinity or the third degree of consanguinity. Prohibited degrees of relationships are defined in Figures 1 and 2 of the Nepotism Charts. Spouses of relatives within the first or second degree of consanguinity (e.g., son-in-law, mother-in-law, brother-in-law, sister-in-law, etc.) are also included in the prohibition.

## NEPOTISM CHARTS




**Consanguinity Kinship Chart (Blood)**




**Affinity Kinship Chart (Marriage)**

In the event that two City employees within the same chain of command become related or members of the same household, receive a promotion, or any other situation giving rise to a relationship prohibited by the paragraph preceding the above charts, one or both of the affected employees must immediately seek a transfer to another available position within the City for which the employee is qualified and that meets the requirements of the paragraph preceding the Nepotism charts.

If a suitable transfer cannot be made within ninety (90) days of the event giving rise to a relationship prohibited by this policy, one or both of the affected employees will be required to resign from employment. In addition, written authorization must also be obtained from the City Manager (or designee) to employ any relative of a current City employee.

13. **Verification of Eligibility to Work**. In order to comply with the Immigration Reform and Control Act of 1986, each new employee will be required to complete and sign an INS Form I-9 within three days of his or her first day of employment to provide proof of his or her identity and employment eligibility. (Legal reference: P.L. Number 99-603; Federal Immigration Reform and Control Act of 1986.)

    In the event the employee has not provided evidence of eligibility to work within the first three days of employment, the employee will not be allowed to continue working and shall be subject to termination.

14. **Driving Record**. Every City employee who is required to drive a vehicle or operate a piece of equipment which requires a valid driver's license must maintain a safe driving record. The City will check a prospective employee's driving record if the applicant's employment will be in a capacity which requires operating a vehicle or piece of equipment. For this reason, any offer of employment will be contingent upon verification that the prospective employee has maintained a safe driving record.

15. **Medical Records**. All records relating to the medical condition, medical testing, or drug testing of an employee or prospective employee are maintained separately from employee personnel files. These medical files are confidential and are not released to anyone unless a "need to know" has been clearly established. Only the Human Resources Director has routine access to employee medical records for legitimate business-related reasons.

    **NOTICE OF PRIVACY PRACTICES**. This Notice of Privacy Practices is provided as a requirement of the Health Insurance Portability and Accountability Act (**HIPAA**). It describes how the City may use or disclose an employee's protected health information, with whom that information may be shared, and the safeguards the city has in place to protect it. This notice also describes an employee's rights to access and amend his/her protected health information. The employee has the right to approve or refuse the release of specific information outside of the City's system except when the release is required or authorized by law or regulation.

    "Protected health information" is individually identifiable health information. This information includes demographics, for example, age, address, e-mail address, and relates to the employee's past, present, or future physical or mental health or condition and related health care services. The City of Lago Vista is required by law to do the following:

    - Make sure that an employee's protected health information is kept private;
    - Give each employee this notice of the City's legal duties and privacy practices related to the use and disclosure of an employee's protected health information;
    - Follow the terms of the notice currently in effect;

- Communicate any changes in the notice to each employee.

By law, the City must disclose the employee's health information to that employee unless it has been determined by a competent medical authority that it would be harmful to the employee. The City must also disclose health information to the Secretary of the Department of Health and Human Services (DHHS) for investigations or determinations of City compliance with laws on the protection of the employee's health information.

The City will share the employee's protected health information with third-party "business associates" who perform various activities for the City of Lago Vista (for example, the City's health insurance company). The business associates will also be required to protect the employee's health information.

The City may disclose protected health information during any judicial or administrative proceeding, in response to a court order or administrative tribunal (if such a disclosure is expressly authorized) and in certain conditions in response to a subpoena, discovery request, or other lawful process.

The City may disclose the employee's protected health information to comply with workers compensation laws and other similar legally established programs.

The employee may exercise the following rights by submitting a written request (depending on the request, the employee may also have rights under the Privacy Act of 1974):

- The employee may inspect and obtain a copy of his/her protected health information that is contained in a "designated record set" for as long as the City maintains the protected health information;

- The employee may request the City to provide him/her with an accounting of the disclosures the City has made of the employee's protected health information;

- The employee may obtain a paper copy of the notice.

This Notice of Privacy Practices is provided to each employee as a requirement of the Health Insurance Portability and Accountability Act (HIPAA). There are several other privacy laws that also apply, including the Freedom of Information Act, the Privacy Act and the Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act. These laws have not been superseded and have been taken into consideration in developing City polices and this Notice of how the City will use and disclose the employee's protected health information.

16. **Disqualification**. Applicants will be disqualified from consideration for one or more of the following:

    - Failure to meet the minimum qualifications necessary for performance of the duties for the position;

- If they previously worked for the City and were involuntarily terminated, or resigned in lieu of termination;
- If employment will result in a violation of the City's Nepotism Policy;
- Failure to meet minimum age requirement of 17;
- False statements or material omissions on the application form or during the application process;
- Failing any of the City's background and employment requirements including, but not limited to, drug/alcohol testing;
- The applicant commits or attempts to commit a fraudulent act at any stage of the selection process;
- The applicant is not legally permitted to work in the United States;
- The applicant is unable to perform the essential functions of the job applied for with or without a reasonable accommodation; or
- Any other reason deemed to be in the best interests of the City.

17. **Prior Service with the City**. Employees entering service with the City who have had prior service with the City may be considered for appointment above the customary entry salary level. In addition, employees rehired to fill regular full-time positions with the City will receive credit for their prior length of service as regular full-time employees for longevity pay purposes.

    A break in continuous service with the City, however, forfeits vacation and sick leave benefits accrued prior to the break. For details pertaining to how a break in service affects retirement benefits, please refer to your Texas Municipal Retirement System "Member Information Guide."

18. **Reinstatement**. An employee is eligible for reinstatement if:

    - The employee is returning from a military duty leave of absence; or
    - The employee was previously incapacitated, is no longer incapacitated, and remains otherwise qualified to perform duties of job; or
    - The employee is being rehired after having been laid off. Reinstatement allows the person to maintain his or her previous regular status for recording leave and longevity accrual.

## B. CLASSIFICATION AND COMPENSATION PLAN

1. **Placement on City Payroll**. New employees must report to the Human Resources Department before or during their first day of employment to fill out employment forms and be scheduled for new employee probationary.

2. **Minimum Pay**. Employees shall be paid no less than the minimum of the salary range established for the position. The following exceptions may be made when approved by the City Manager:

   - When a period of training is required to demonstrate the employee's ability to perform the duties; (i.e., trainee status, normally not to exceed three (3) months); or
   - When the employee is temporarily assigned to a position in a higher grade, normally not to exceed one (1) month.

3. **Maximum Pay**. The City's classification and compensation plan establishes a maximum for each pay range, which is the maximum pay the market will support for the positions listed in that pay range on the pay schedule.

   New employees may not be hired into City employment above the minimum pay range without the written approval of the City Manager.

4. **Promotion**. A promotion is the assignment of an employee from a position in one classification to a position in another job classification having a higher starting salary. Promotional opportunities will be provided whenever possible to City employees; therefore, the selection may, at the discretion of the department director, be limited to qualified City employees. A director may, with the approval of the Human Resources Director or the City Manager, authorize a temporary promotion to insure the proper performance of a City function while a position is vacant, or if the position's regular incumbent is temporarily absent. Temporary assignment pay shall be considered on a case-by-case basis and shall be determined by the department director and the Human Resources Director with the approval of the City Manager.

5. **Lateral Transfer**. A transfer is the assignment of an employee from one position to another position in the same pay classification or same pay grade either within the same department or in a different department. Directors shall have the authority to transfer employees to other positions within their department. Transfers may be made for administrative convenience or upon the request of an employee. An employee may also be transferred when the employee applies for and is selected for a position in a different department.

6. **Demotion**. A demotion is the assignment of an employee to a position having a lower starting salary. A demotion requires the approval of the department director, the Human Resources Director, and the City Manager.

   - **Voluntary Demotions** – A voluntary demotion is not a disciplinary action and does not disqualify the employee from consideration for future advancement.
   - With the approval of the department director and, if qualified to perform the duties of a lower-level position, an employee may be administratively demoted at the employee's own request or as an alternative to a layoff.

- **Involuntary Demotions** – An involuntary demotion is a disciplinary action. (See section of these policies on Disciplinary Actions). The salary of a demoted employee (voluntary or involuntary) shall be adjusted. (See section of these policies on Classification and Compensation). Involuntary demotions are subject to the grievance process (See section of these policies on Grievances).

## C. NEW EMPLOYEE ORIENTATION AND TRAINING

Before an individual begins performing his or her actual duties, he or she normally will be given a brief orientation session, conducted by the supervisor for whom he or she will be working, or by that person's designated representative. The purpose of the session is to enable a new employee to understand his or her job better, as well as that job's relationship to the overall operation of the City.

An orientation session will also be provided by the Human Resources Director. During the orientation, employees are given a copy of these *Personnel Policies and Procedures.* Employees are responsible for knowing and following the information contained in the personnel policies, and must turn in a signed acknowledgment to this effect to the Human Resources department within the first two days of employment with the City.

Training an employee is the responsibility of the supervisor for whom the employee works. Whenever possible, employees receive on-the-job training under close supervision.

## D. NEW EMPLOYEE PROBATIONARY PERIOD

All new employees hired to fill regular full time or part time positions must satisfactorily complete a probationary period. All police officers are required to successfully complete a one (1) year probationary period, and all other employees are required to successfully complete a six (6) month probationary period.

Additionally, all current employees, including police officers, who are transferred, promoted, demoted, or reclassified to a supervisory position, as well as former City employees who are rehired, must satisfactorily complete a probationary period of six (6) months.

The probationary period assists the City in maintaining an effective, productive, and efficient workforce to provide quality services to the citizens. Only those employees who meet acceptable performance and other standards during their probationary period will be retained as employees. The probationary period may be extended for additional training as determined by the supervisor. In the event that an employees' probationary period is to be extended, the supervisor will meet with employee to clarify the need for additional training or performance improvement. Employees are considered in the probationary period until they have actually performed their regular job duties for the full length of the period applicable to their job to assure their ability to meet acceptable standards of work performance and behavior for the employee's position. A probationary period is not to be construed as a guarantee of 6 months of employment.

Each employee serving in the probationary period is responsible for knowing, understanding, and meeting the expectations and standards for the position.

In addition, each employee is also responsible for performing the job in a safe, productive, and effective manner within the instructions and established standards for the position.

During the probationary period, employees are expected to maintain acceptable standards of conduct and attendance and it will be the responsibility of the employee to correct any deficiencies or inadequacies in job performance, conduct or attendance.

1. **Seasonal/Temporary Employees**. Seasonal and temporary full and part time employees do not serve a probationary period and have no right of appeal when terminated at any time.

2. **Change in Assignment of Employee serving in the Initial Probationary Period.** Employees serving in the probationary period may not request or make application for reassignment, promotion, or voluntary transfer during the probationary period without written approval from the City Manager, or if requested, by their department director. If the reassignment, promotion, or transfer is approved**,** the employee will serve a six (6) month probationary period in the new position beginning with the date of the position change.

3. **Absences during Probationary Period.** During the probationary period, an employee is eligible to use sick leave for qualifying absences, and may use vacation leave for an absence due to illness or injury only if all sick leave has been exhausted. Compensatory time off or recognized holidays during the probationary period may be used as approved in accordance with established City/departmental policy or practice. Transferred or promoted employees serving in the probationary period retain eligibility for all types of leave established by City policy.

4. **Probationary Period Performance Evaluations.** All employees serving in the probationary period shall be constantly evaluated and will receive a performance evaluation(s) in accordance with the "Performance Evaluation System" policy. These reviews are designed to evaluate each employee's performance and to communicate that performance to the employee. The written reviews include a supervisory recommendation to retain or terminate the employee.

5. **Extensions to Probationary Period.** The probationary period may be extended under the following circumstances:

   At the end of the initial probationary period, the performance probationary period may be extended for up to an additional six (6) months when:

   - An employee's performance has been marginal due to extenuating circumstances,
   - Additional training is warranted, or
   - Frequent absences or an employee's absence from work for an extended period of time did not permit an opportunity for adequate assessment of performance.

   The decision to extend or not to extend an employee's probationary period may not be appealed. If an extension is granted, the employee will be advised in writing and given the date on which the extended probationary period will be completed. Such extensions will be at the sole discretion of the department director and the Human Resources Director.

A probationary period may be extended for time spent on an approved Leave of Absence including leaves of absences due to injury or illness or approved Military Leave. The approved extension will normally equal the length of time away from work. Accordingly, each full-day absence incurred by an employee during the probationary period will normally extend the probationary period by an additional day.

6. **Successful Completion of Probationary Period; "Regular" Status Granted**. Employees have no guarantee of employment either during or after their probationary period. Only employees who meet acceptable performance, conduct, attendance, and other standards during the probationary period will be retained as regular employees. An employee is granted "regular" status in the new position if the employee satisfactorily completes the probationary period.

7. **Failure of Probationary Period.** An employee is considered to have failed the probationary period when it is determined that the employee's fitness, job performance, quality or quantity of work, attendance, or combination thereof, does not meet minimum job performance standards and expectations for the position. Failure of probationary period may occur at any time within the probationary period. An employee who does not successfully complete the probationary period will normally be terminated from the City's employment. If desirable and feasible, the employee may be administratively transferred to a more suitable position at the sole discretion of the Human Resources Director and the City Manager.

   A transferred or promoted employee who fails the probationary period may, at the sole discretion of the City, be reinstated to the former position provided there is a vacancy and if approved by the affected department director(s). Department directors are responsible for ensuring the thorough written documentation of all cases of failure of the probationary period, including documentation of counseling, training, and other efforts to help employees during their probationary period. All such documentation must be reviewed by the Human Resources Director before an employee serving in the probationary period can be terminated.

8. **Termination of Employees Serving in the Probationary Period.** All employees of the City, including those serving in the initial probationary period, are at-will employees and may be terminated at any time during the probationary period, with or without notice or cause. An employee serving in the initial probationary period who is terminated has no right of appeal. Employees serving in the initial probationary period are subject to all policies and procedures of the City with the exception of appeal rights.

9. **Sexual and Other Unlawful Harassment**. Employees serving in the probationary period are subject in all respects to the City's Sexual and Other Unlawful Harassment Policy. Employees serving in the probationary period have no right of appeal; however, if it is believed that unlawful harassment or discrimination has occurred; such conduct must immediately be reported as set out in City policy.

## E. HEALTH / MEDICAL EXAMINATIONS / FITNESS FOR DUTY

1. **Safe Work Environment**. The City endeavors to provide a safe work environment for all employees. It is the responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential functions of the position, either with or without reasonable accommodation.

2. **Serious Health Condition/Disabilities.** The City recognizes that employees with a potentially life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment. As long as these employees are able to perform the essential functions of their job, with or without a reasonable accommodation, without creating an undue hardship on other employees, and medical evidence indicates that their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees. All employees must notify Human Resources of any health development or condition which could require reasonable accommodations to assist them in continuing to perform their essential job functions.

3. **Medical Exams for Current Employees.** The Human Resources Director, or an employee's department director (with the prior written approval of the Human Resources Director) may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary in order for the City to provide a reasonable accommodation; following an injury or accident; and as otherwise permitted in accordance with applicable laws.

4. **Medical Information from an Employee's Doctor**. Under certain circumstances (e.g., FMLA Certifications), Human Resources may require employees to provide medical information from their health care provider. In such cases, employees are to inform their health care provider not to provide any genetic information when responding to such request.

5. **Genetic Information**. In accordance with the Genetic Information Nondiscrimination Act (GINA), the City will neither request nor require genetic information of an employee or his/her family member, except as specifically allowed by GINA. To comply with GINA, employees are directed not to provide any genetic information when responding to any City request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or embryo lawfully held by an individual or family member receiving assistive reproductive services.

6. **Medical Records.** Medical records and sensitive information regarding an employee's health will be kept confidential as required by law. Limited information may be provided to supervisors and managers, first aid and safety personnel, government officials, Texas Workers' Compensation Commission, and as necessary for insurance and other business-related purposes.

7. **Return to Work/Fitness for Duty**. Before returning to work following a medical and/or psychological examination under this policy, the employee must coordinate his/her return through Human Resources. An employee who misses work due to medical reasons may be required to provide a fitness-for-duty certification before returning to work.

8. **Time Off From Work.** Time away from work undergoing a City mandated fitness for duty examination will normally be coded to paid administrative leave, but may be retroactively changed to sick leave, Family Medical Leave Act leave, and/or other leave as circumstances warrant.

## F. WEAPONS CONTROL AND VIOLENCE PREVENTION POLICY

The City strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents do occur.

1. **Zero Tolerance.** This policy prohibits harassment, intimidation, threats, bullying and violent behavior by or toward anyone in the workplace that is in any way job or City related, that is or might be carried out on City property, or that is in any way connected to the employee's employment with the City, whether the conduct occurs on-duty or off-duty. The City has a zero-tolerance policy for this type of misconduct.

2. **Firearms and Other Weapons Banned.** Unless specifically authorized by the City Manager, no employee, other than a City licensed peace officer, shall carry or possess a firearm or other weapon inside any City buildings. Prohibited weapons include firearms, long guns, clubs, explosive devices, knives with blades exceeding 5 ½ inches, switchblades, etc. Employees do not have an expectation of privacy, and the City retains the right to search for firearms or other weapons inside City buildings.

   Signs clearly stating the City's ban against weapons are conspicuously displayed and clearly visible at all entrances to City buildings.

   - The signs are in both English and Spanish and read, in accordance with Texas Penal Code Chapter 30.06:

     - ✓ "NO OPENLY DISPLAYED OR CONCEALED FIREARMS ALLOWED: Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (concealed handgun law) may not enter this property with either a concealed handgun or a handgun carried openly."

   - The signs have contrasting colors with block letters at least one inch in height, as required in the statute.

3. **License to Carry a Firearm**. Employees licensed by State of Texas to carry a handgun or other gun may have a permitted weapon only on the City parking lot if it is locked in the employee's vehicle. Employees licensed to carry handguns must report to the Human Resources Director their identity and license plate numbers of all vehicles that employee may park in City parking lots.

4. **Mandatory Reporting**. Each City employee must immediately notify his/her supervisor, department director, the Human Resources Director, and /or the Police Department of any act of violence or of any threat involving a City employee that the employee has witnessed, received or has been told that another person has witnessed or received. Even without an actual threat, each City employee must also report any behavior that the employee regards as threatening or violent when that behavior is job related or might be carried out on City property, a City controlled site or City job site, or when that behavior is in any manner connected to City employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person, or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify his/her department director and Human Resources.

5. **Protective Orders**. Employees who apply for or obtain a protective or restraining order which lists City locations as being protected areas, must immediately provide to Human Resources and the City's Police Department a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. City employees must immediately advise their department director and Human Resources of any protective or restraining order issued against them.

6. **Confidentiality.** To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as may otherwise be required by law.

7. **Documentation.** When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by Human Resources and the Police Department.

8. **Policy Violations.** Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations may also result in arrest and prosecution.

## SECTION 4. TYPES OF EMPLOYMENT

### A. JOB CLASSIFICATIONS

#### Job Classifications

Each Employee is assigned to a specific job and each job has a related job classification. Your job is classified as one of the following:

- Regular employees: Employees who are hired to work on a continuous basis until either they or [Company] terminates the employment relationship.

- Temporary employees: Employees hired for a particular task. Temporary employees shall not be eligible to participate in any insurance plans adopted by [Company], nor any other fringe benefit programs, except where required by law. This position could require employees to work from 20 to 40+ hours per week depending upon business needs. This

category is designed to allow the City to handle seasonal operations demands and should be considered a supplement to permanent positions. Temporary employees are not eligible for vacation/holiday pay, personal leave, jury duty, or maternity/funeral leave. If an employee is needed for more than 7 consecutive months in a calendar year, he/she will be transferred to a permanent position.

- Full-time employees: Employees who generally work 37.75 to 40 or more hours per week. All regular full-time employees shall be eligible to receive all of the benefits set forth by the City which may change from time to time.

- Part-time employees: Employees who generally work more than 20 hours per week, but less than 37.75 hours per week. Part-time employees shall not be eligible to participate in insurance plans adopted by the City, nor any other fringe benefit programs unless they regularly work more than 30 hours per week, or as mandated by law.

- Inactive Status: Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state or federal leave of absence will be placed on inactive status.

- Independent Contractor: As defined by the US Department of Labor, independent contractors are not employees of the City and are not eligible for Company benefits.

- Assigned Personnel: Employees who are assigned to the City but are paid directly by another government or private organization are not employees of the City. These employees' benefits are specified in the contract for services. Assigned personnel are governed by all terms of these policies not in conflict with their contract for services

Additionally, each position is classified as either exempt or nonexempt. A **nonexempt** employee is any full-time or part-time employee, whether salaried or hourly, who holds a position subject to overtime pay provisions mandated by the federal Fair Labor Standards Act (FLSA) and related state laws. An **exempt** employee is any salaried employee who holds a position considered exempt from (not subject to) overtime pay as mandated by the FLSA. Exempt employees are not paid overtime.

Eligibility for various programs described herein may be linked directly to an Employees' job classification. If an Employee has any questions regarding their job title or job classification, they should please talk with their immediate supervisor or manager.

Because all Employees are "at-will" and hired for an unspecified duration, none of the classifications above guarantees employment for any specific length of time. Employment is at the consent of the Employee and the City. Accordingly, either the Employee or the City can terminate the employment relationship at-will, at any time, with or without cause or advance notice for any non-discriminatory reason.

## SECTION 5. EMPLOYEE COMPENSATION AND ADVANCEMENT

### A. PAY

Compensation for City employees is set each year by the City Council in the adopted City operating budget. Rules governing salary administration and pay increases are also established by the City Council.

### B. PAYDAYS AND CHECK DELIVERY

The pay period for the City is biweekly. Checks are issued every two weeks on Friday, for the 14-day period ending the previous Friday at midnight. If the payday falls on a holiday, checks will be issued on the last working day preceding the holiday.

Employees may receive a paycheck early only for the following reasons:

1. An emergency situation, or
2. Employee will be out of town on City business on the payday, or
3. Employee will be out of town on approved, scheduled vacation leave.

Paychecks will be given to someone other than the employee only if the employee provided advance written permission to Human Resources. If an employee is deceased, the final paycheck will be distributed only to the employee's estate.

The City encourages employees to have their paychecks electronically deposited.

No salary advances or loans against future salary will be made to any employee for any reason.

An employee must promptly bring any discrepancy in a paycheck (such as overpayment, underpayment, or incorrect payroll deductions) to the attention of the appropriate department head, who will notify Human Resources.

### C. PAYROLL DEDUCTIONS

An Employees' pay will be subject to required deductions for state, federal and local taxes, and for social security taxes. Voluntary deductions agreed to in writing may be made for example, for health, dental or life insurance premiums, or voluntary contributions to a retirement plan, if applicable.

Additionally, the City may be required by law to recognize certain court orders, liens, wage garnishments and other deductions required by law. In the event changes occur, you should obtain copies of court orders and immediately forward them to the City with any changes.

Social Security and Medicare Taxes: Social Security tax is deducted from an Employees' pay in two segments – Social Security tax and Medicare tax. The amount of deduction from the Employees' wages is matched by the City and credited towards the Employees' Social Security benefits. Contact Human Resources or the local Social Security office for further details or if assistance is needed.

Please be advised that all payroll changes, including deductions, must be submitted in writing.

Deductions for Exempt Employees: Exempt Employees will receive their full salary for any workweek in which any work is performed. The only exceptions to this general policy may occur in the following situations, where deductions from an Employees' salary may be made:

- for full day absences for personal reasons, including vacation but excluding sickness or disability.
- for full day absences due to sickness or disability if an Employees' paid leave (including vacation, paid time off (PTO), or sick) balance has been exhausted:
    - to offset amounts an Employee may receive as jury or witness fees (but not for travel and parking), or for military pay;
    - for penalties imposed in good faith for infractions of safety rules of major significance;
    - for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions (but not for performance or attendance problems);
    - during the initial and final week of employment (if the Employee works less than a full week);
    - for weeks in which an Employee takes unpaid leave under the Family and Medical Leave Act (if applicable).

In a workweek in which work is performed, an exempt Employees' pay will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness, or disability (although the City reserves the right to require the exempt Employee to use available paid leave to cover partial-day absences where permitted by law).
- an absence created by the City (e.g., if the office is closed on a scheduled workday) when the Employee is ready, willing, and able to work.
- for variations in an Employees' quality or quantity of work.
- partial workday or partial workweek absences for jury duty, or attendance as a witness.
- any other deductions prohibited by applicable law.

Improper deductions are a serious violation of the policies and are prohibited.

*Payroll Complaint Procedure:*

If an Employee believes this policy has been violated in any way, the Employee must immediately report such concerns to an appropriate member of the management team or the Human Resources Department. Any manager receiving such a complaint must immediately report the complaint to the Human Resources Department.

The Employees' complaint will be thoroughly investigated. Any Employee electing to use this complaint procedure will be treated courteously, and the complaint will be handled as quickly as possible.

The registering of a complaint under this policy or participation in such an investigation will not be used against the Employee in any capacity, nor will it have an adverse impact on the Employees'

employment. Retaliation will not be tolerated and must be reported to an appropriate member of the management team or the Human Resources Department.

In the event an improper deduction was made, the Employee will be promptly paid in full.

The City makes every effort to ensure Employees are paid correctly. Occasionally, however, unintentional errors happen. Mistakes brought to the attention of the City will be promptly corrected. Please review your pay stub upon receipt to ensure it is accurate and if you believe a mistake has been made you should report it. If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all hours worked, you should report your concerns to your supervisor, an appropriate member of the management team and/or the Human Resources Department. the City will promptly investigate and make corrections, as appropriate.

If there is a change in the employee's family status, address, or other factor affecting his or her payroll withholding or benefits status, the employee is responsible for obtaining, completing and returning the appropriate forms to the Human Resources Department forms for communicating these changes.

## D. POSITION CLASSIFICATION PLAN

The Human Resources is responsible for preparation and administration of a Position Classification Plan for all City positions. All positions are assigned an official classification title, a description of duties and minimum qualifications. Each new or revised position must be reviewed and approved by the Human Resources Director and the City Manager. All City positions are classified as either exempt or nonexempt from overtime compensation under the Fair Labor Standards Act (FLSA). Each job has an official job classification title which is used in all personnel matters, official records, payroll records and budgets.

## E. COMPENSATION PLAN

The Human Resources Department is responsible for preparation and administration of a Compensation and Benefits Plan for all City employees. The Human Resources Department shall be responsible for conducting salary and benefits surveys for the City. Survey information gathered will be for the purpose of making recommendations to the City Manager and City Council on pay policies and benefit plan changes in order to keep the City's compensation and benefit plans current, equitable and competitive. Salary administration shall be as follows:

1. **Probationary Employees**. A new employee shall normally be compensated at the minimum rate of the approved salary range. At the end of the first six months of employment (one year for Police Officers), probationary employees will be eligible for a salary increase based on their performance.

2. **Salary Increases**. Each budget year the City Council may consider approval of a salary increase budget for the next fiscal year. If approved, the funds appropriated are utilized for increases according to an established salary increase matrix. Annual salary increases will normally become effective on January 1st.

3. **Reallocation to a Higher Pay Grade**. Reallocation is the reassignment of an entire class of positions to a new pay grade based on market data and/or the current duties and responsibilities of the class. Reallocation can be to either a lower or a higher pay grade. Reallocations are recommended by the Human Resources and approved and implemented

by the City Manager within budget limitations. If an employee's job is reallocated to a higher or lower pay grade, the employee will not be required to serve another probationary period. An employee shall normally be compensated at the minimum rate of the new range, unless that pay rate is less than the employee's current salary, in which case the employee's rate of pay will remain the same.

4. **Reclassification**. A reclassification is a reassignment of a position to a lower, higher, or different class (job title) based on current duties and responsibilities of the position. An employee whose position is reclassified upward does not automatically receive a pay increase unless an increase occurs to place the employee at the entry of the pay range of the new pay group. Downward reclassifications will not result in a decrease in pay unless the demotion was for disciplinary reasons. Reclassifications are recommended by Human Resources and approved and implemented by the City Manager within budget limitations.

5. **Lateral Transfers**. An employee who transfers laterally from one position to another position in the same pay grade shall continue to receive the same salary.

6. **Demotion**. An employee who is demoted from one position to another position having a lower pay grade shall be compensated at a rate within the lower pay grade as determined by the department director and the Human Resources with approval of the City Manager. All demotions require a reduction in salary unless otherwise approved by the City Manager.

7. **Maximum Rate of Pay**. An employee shall not be paid above the maximum rate established in the approved salary schedule. If salary ranges are adjusted, making an employee's pay higher than the maximum of the pay grade to which his or her job is assigned, the employee's pay will be "frozen" until such time as the pay schedule has been adjusted a sufficient number of times that the employee's pay once again falls within the pay range.

8. **Termination Pay**. Employees who terminate prior to completing the six (6) month probationary period are not eligible to receive vacation pay at termination. Terminated employees will be paid within six (6) calendar days.

   A regular employee, who has completed the probationary period and has given the appropriate notice of resignation, will be paid for unused vacation leave, up to the limit established by these policies. Employees who are resigning from employment with the City will normally be paid on the next regularly scheduled payday. Payment for such leave balances will be included in the employee's final paycheck and will be calculated in the following manner:

   - The total work time and allowable vacation and compensatory leave time, if any, will be calculated as a total number of hours for which compensation is due. The employee's regular hourly rate is listed on the City's pay schedule.
   - For employees who are subject to the overtime provisions of the Fair Labor Standards Act (FLSA), any overtime hours worked during the employee's final pay period which have not been compensated through either of the time off methods described in the "**Overtime Worked**" section of these policies, will be paid in the

final paycheck at a rate of one and one-half times the employee's regular hourly rate for each overtime hour worked.

- Compensatory time which has been entered and carried on the employee's records at one and one-half times the number of hours worked will be paid at the employee's regular straight-time rate for the total number of hours on the employee's compensatory time record. (Since the compensatory time was recorded at one and one-half times the number of hours worked, the straight time payment for these hours is equivalent to time and one-half pay for the overtime hours actually worked.)

## SECTION 6. ATTENDANCE, WORK SCHEDULE, TIME REPORTING, AND OVERTIME

### A. HOURS WORKED

1. **Normal Working Hours**. Normal working hours for most City employees are Monday through Friday, 8:00 a.m. to 5:00 p.m., with one hour for lunch, for a total of 40 hours per workweek. However, other hours of work and official work periods for individuals or groups of employees may be set by the department head with approval of the City Manager. A morning and an afternoon break of 15 minutes each will be available to each employee, but this time does not accumulate if not taken and may not be applied to any other absence, leave, or time off.

2. **Adjustment to Work Hours**. In order to assure the continuity of City services, it may be necessary for the City Manager to establish other operating hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public. Employees are expected to cooperate when asked to work overtime or a different schedule. Acceptance of work with the City includes the employee's acknowledgement that changing shifts or work schedules may be required, and indicates that the employee will be available to do such work. The schedule of a workday may be adjusted to accommodate an employee's needs with the approval of the employee's supervisor. Flex-time arrangements for longer than one (1) month, however, must be formalized by memorandum to the department director and the Human Resources.

   During the summer months, employees may work different hours, while still working five (5) days a week, eight (8) hours per day. This seasonal work schedule is changed at the discretion of the department directors, who confer with the City Manager before making the transition each year.

3. **Determination of Hours Worked and Compensation**. The City Manager determines the number of hours worked by an employee for the compensation to be received subject to laws governing pay and working hours and to the provisions of the City's budget and these policies.

## B. OFFICIAL WORK PERIOD

1. **Non-Police Employees' Official Work Period**. The official work period for most City employees is a seven-day period beginning at 12:01 a.m. on Saturday and ending at 12:00 midnight on the following Friday.

   The official work period for sworn police personnel is different in length from the above work period.

2. **Police Officer Work Periods and Work Schedules**. In accordance with the exception allowable under Section 207(k) of the Fair Labor Standards Act (FLSA) and 29 C.F.R. Part 553, the City has established the following work period for its police officers:

   - The official work period consists of 14 days with each shift consisting of twelve work hours per day and approximately 15 minutes for shift briefing and shift relief for officers coming off-duty.

     Each officer on each shift is given thirty (30) minutes for a meal during the shift. However, during the mealtime, the officers are required to remain in contact with the department. Thus, each officer works twelve hours and 15 minutes each workday resulting in a total of 86 scheduled working hours each 14-day work period.

   - Each officer's regular hourly rate for the purpose of computing the time and one-half overtime rate will be based on 86 working hours per 14-day work period; time and one-half overtime compensation will commence after the 86th hour worked in a 14-day period.

   - If a police officer is required to work an extra full shift due to the absence of another officer who is on sick, vacation, or compensatory leave, the officer working the extra shift will receive time and one-half overtime compensation for the full shift. If a police officer is required to work only a partial shift to substitute for another officer who is on approved leave, he or she is paid time and one-half overtime for the total actual number of hours worked. The time-and-a-half overtime rate applies in both situations, either for pay or for accumulation of compensatory time off. However, if the employee has had unscheduled absences or time off for sickness, emergencies, or other personal reasons, the employee's additional hours worked will not be considered for overtime purposes unless the number of hours actually worked exceeds 86 for the 14-day work period. (Please see the provisions in the paragraph titled "Leave Taken and Overtime" for additional information.

   - The Police Chief will notify affected employees at least once annually of the beginning and ending dates and times of the official 14-day work period. Subsequent work periods follow the calendar in 14-day cycles and track the City's pay periods.

*(Legal reference: U.S. FLSA of 1938, as amended; Garcia v. S.A.M.T.A., U.S. Supreme Court, 1985; U.S. Equal Pay Act of 1963.)*

## C. OVERTIME WORKED

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour requirements. Exempt employees are not paid overtime compensation.

The policy of the City is to allow overtime only in cases of emergencies, special circumstances, or when specifically authorized by the City Manager. Employees may be required in emergencies to provide services in addition to normal hours or on weekends or holidays.

1. **Non-Exempt Employees**. When the City's operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime, at the request of their supervisor. When possible, advance notification of mandatory overtime assignments will be provided. Overtime assignments will be distributed as equitably as practical to all non-exempt employees qualified to perform the required work. Refusal or other failure to work mandatory overtime may result in disciplinary action up to and including termination of employment. Overtime work is otherwise subject to the same attendance policies as straight-time work.

   All non-exempt employees must receive their supervisor's and department director's prior authorization before performing any overtime work. This means employees may not begin work prior to their scheduled workday, may not work through their lunch break and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor.

   On the employee's timesheet, the appropriate supervisor must also approve any overtime before the timesheet is submitted for processing and payment. Non-exempt employees shall not remain on the work premises without authorization unless they are on duty or are scheduled to begin work within a short period of time. Non-exempt employees who work overtime without receiving proper authorization will likely be subject to disciplinary action, up to and including possible termination of employment.

   Generally, except for sworn peace officers, overtime pay for non-exempt employees is at the rate of 1 ½ times the employee's regular hourly rate of pay for hours actually worked in excess of 40 in the City's workweek. (The City's workweek begins at 12:01 a.m. on Saturday and ends at midnight the following Friday.) Sworn police personnel are paid overtime based on the 14-day work cycle described earlier in this Section of the City's policies, using the Section 207(k) exemption under the Fair Labor Standards Act (FLSA).

2. **Leave Taken and Overtime**. Paid holidays are included as hours worked for purposes of determining eligibility for overtime pay. Vacation, sick leave, witness duty leave, bereavement leave, jury duty or any unscheduled leave of absence is not considered time worked for purposes of performing overtime calculations.

3. **Compensatory Time**. Non-exempt employees may accrue compensatory time in lieu of being paid overtime compensation. Compensatory time accrues at a rate of 1 ½ hours for every hour of overtime worked by non-exempt employees. Compensatory time accruals are to be monitored at the department level and any accrued time should be used within 60 days of its accrual.

   An employee who has accrued compensatory time and requests use of such time must be permitted to use the time off within a "reasonable period" after making the request, if it does not "unduly disrupt" the work of the department. If use of requested compensatory time would be disruptive, the department may elect to pay the employee in lieu of approving the requested time off. The City may, at any time, elect to pay a non-exempt

employee for any or all of the employee's accrued compensatory time. The City may also require employees to take time off in order to reduce their accrued compensatory time. Otherwise, compensatory time off may be used the same as leave time.

4. **Payment of Compensatory Time**. All employees who are reclassified from a non-exempt position to an exempt position will be paid all accrued compensatory time upon approval of the reclassification and will cease to be eligible for any additional overtime and/or compensatory time. Likewise, an employee who is promoted, transferred, or demoted to another non-exempt position will be paid in full for any compensatory time accrued before the promotion or demotion becomes effective.

   Upon leaving employment with the City, a non-exempt employee will be paid for unused compensatory time at the employee's current hourly rate.

5. **Flex-time Work Schedule**. In situations where overtime payment is not feasible due to budgetary constraints, the department director or supervisor must consider flexing the employee's work schedule in an effort to minimize the need for overtime compensation. Flexing must be completed within the same workweek (or work cycle if under the 207(k) exemption of FLSA) that the overtime was worked and must be accurately reflected on the affected employee's time record.

6. **Exempt Employees**. Exempt employees are those who are not covered by the overtime requirements of the FLSA. Accordingly, exempt employees are not entitled to overtime compensation for work performed beyond 40 hours in a workweek (or 80 hours for sworn peace officers in a 14-day work period). Exempt employees are expected to work the hours necessary to complete their assignments with an acceptable level of quality in a timely manner.

   "Docking" an exempt employee's pay for a partial day's absence will be permitted only as authorized by law and approved by the Human Resources Director. It is the policy of the City not to make improper deductions from an exempt employee's pay. Any exempt employee, who believes an improper pay deduction has been made, must immediately notify the Human Resources Director. The City will promptly reimburse an exempt employee for any improper deduction(s) and will make a good faith commitment to comply in the future.

   Absent accrued paid leave time, an exempt employee need not be paid for any workweek in which no work was performed.

Overtime is defined as hours worked in excess of the allowable **number** of hours under the Fair Labor Standards Act (FLSA) (40 hours per seven-day workweek for non-police employees; and 80 hours per 14-day work period for sworn peace officers).

For most employees, overtime begins to accrue after the 40th hour worked during the seven-day workweek. For sworn peace officers, overtime begins to accrue after the 80th hour worked during the 14-day work period.

Employees engaged in recreational or seasonal activities which do not operate for more than seven months in any calendar year, and which meet the other statutory prerequisites, are also exempted from

the minimum wage and overtime provisions of the Fair Labor Standards Act as recreational, seasonal employees.

Each City job description designates whether persons hired in that classification are exempt from, covered by (nonexempt), or not covered by the overtime provisions of FLSA. See the chapter of these policies under the main heading "**Categories of Employment**" for additional information on FLSA exemptions.

## D. ON-CALL DUTY PAY

The City provides for after-hour service needs by allowing some departmental operations to designate certain non-exempt employees to be on-call. Employees designated to be on-call are expected to respond to departmental after-hour service needs as required by procedures established by their Department.

1. **Return to work provisions.** After regularly scheduled working hours, on-call employees are free to pursue personal activities but must respond to a call back (via phone or radio) by arriving at the worksite within 30 minutes. Employees designated as on-call must be fit, both mentally and physically, to accomplish on-call services needed within the time frame required. An employee is considered officially scheduled and designated as on-call only when approved by the supervisor in accordance with procedures established by the department.

2. **On-Call Compensation**. On-call status is not considered time worked and is not compensable unless the employee actually responds to a call back. However, in recognition of the added commitment the employee is being asked to make when designated as "on call," the City pays the on-call employee an additional $75.00 per week for serving on-call.

   In addition, the City pays on-call employees called back to the workplace at one and one-half (1 ½) their regular rate of pay for actual hours worked, as well as guaranteeing a minimum of two (2) hours' pay for each call-back within the same 24 hours after their regularly scheduled working hours or on a regular day off.

   Time worked immediately after regularly scheduled working hours at the request or approval of the supervisor is not considered call-back time and is paid at the employee's regular rate of pay until overtime requirements are met.

   Travel time to and from a call-back is compensable under this policy. On-call employees who do not return to the workplace but who handle a workplace issue by phone will be paid for actual time spent on the phone. In all cases, employees must report their actual hours worked on their timesheets.

   Employees exempt from overtime are not eligible for compensation under the provisions of this policy.

3. **Employees Called in for Emergencies Who Are Not Designed as "On Call**". Employees who may be asked to report to duty at any time due to an emergency situation are not considered to be on call. When such employees report for duty, they are paid for

time actually worked at their regular hourly wage unless the additional hours actually worked constitute overtime under the FLSA provisions explained earlier in this Section.

## E. INCLEMENT WEATHER / EMERGENCY CLOSING

During normal operating hours, City offices DO NOT CLOSE during inclement weather conditions**.** All City employees, whether exempt or non-exempt, are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

If an employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify his or her immediate supervisor and/or department director and make arrangements to report to work if weather conditions improve. Any leave taken due to inclement weather can be flexed or charged to vacation or compensatory time. Regular full time and part time non-exempt employees who are unable to flex their time and who have no accrued vacation or compensatory time available will not be paid for the time missed.

Each department director or immediate supervisor is responsible for seeing that City services are staffed while City offices are open for business during inclement weather or emergency conditions. Any City service that cannot be provided during inclement weather or other emergency conditions must be immediately reported to the City Manager's Office.

When weather or other conditions are such that the City Manager declares certain City offices/departments officially closed, all affected, non-essential personnel who were scheduled to work during the time of closure will be granted paid “administrative leave” for the time the office/department is closed. Essential personnel must report to work even when other City departments are officially closed due to weather or other types of extraordinary circumstances. Essential personnel required to be on the job regardless of adverse weather or other conditions are designated by the department director and/or the City Manager. Essential personnel who fail to report to work may be subject to disciplinary action up to and including termination of employment.

In the event that weather conditions prohibit certain departments whose primary work location is outdoors, employees may be asked to perform other duties, attend training sessions or the supervisor may deem it necessary to send the employees home until conditions improve. Employees sent home due to adverse weather conditions will be paid at their regular pay rate but those hours will not count towards calculating overtime.

## F. TIME REPORTING

Supervisors will keep records of all hours worked and time not worked. Forms for this purpose are provided by the City. Time records must be signed by the employee’s immediate supervisor and department head.

**It is recommended that these forms be filled out after each day’s work in order to maintain an accurate and comprehensive record of the actual time worked.**

Altering, falsifying, tampering with time records, or recording time on another employee's time record will result in disciplinary action, up to and including termination of employment.

Each department head is responsible for ensuring that all hours worked and leave time taken are reported on the timesheets sent to the Human Resources Department and recorded on the individual department's records.

## SECTION 7. BENEFITS

### A. MEDICAL AND LIFE INSURANCE

Regular full-time employees of the city are eligible for group health benefits (general medical, hospitalization, prescription drug, dental, life and AD&D insurance benefits). The city pays 100 percent of the premiums for the employee for this coverage. The City also pays up to $220.00 per month toward employee's dependent medical coverage and 100% of dependent dental coverage. The Human Resources Department provides current information concerning eligibility, coverage and cost. The city offers vision insurance benefits for employees and dependents on a voluntary basis. Employees may pay for vision insurance coverage through bi-weekly payroll deductions.

The nature and extent of insurance coverage is subject to change for medical, dental, life and AD&D insurance for new employees. Retirees from the City of Lago Vista are eligible to have their health insurance continued through the City's health insurance provider as long as the retiree pays the premiums for such health insurance. *(Legal Reference: Tex. Local Gov't Code §§ 175.001 et seq., as amended.)*

Upon employment, each regular full-time employee is given a benefits booklet containing detailed information about the City's insurance programs. See the provisions in these policies on **Continuation of Group Insurance** for information on continued coverage after certain status changes.

### B. SOCIAL SECURITY

All employees of the City are covered by Social Security. The City also contributes to the Social Security System on behalf of each employee.

### C. RETIREMENT

The City is a member of the Texas Municipal Retirement System (TMRS). Regular full-time employees and employees expected to work at least 1000 hours per year are required to become members of TMRS and are eligible for this benefit immediately upon employment. Members contribute six percent (6%) of their gross salary each month toward retirement. The City matches the employee's TMRS contributions on a 2 to 1 ratio.

The City has a five-year (5) vesting plan, and allows retirement at or after age 60 or at any age after 20 years of participation in the TMRS plan. Accidental death and disability benefits are also incorporated into this retirement plan should an employee become disabled prior to retirement.

Funds contributed by the employee may only be withdrawn upon retirement or resignation. Vested employees will receive the City's matching funds only when they are eligible for retirement and began receiving monthly retirement benefits.

More information is provided in the TMRS Handbook or on their website at www.tmrs.com.

1. **Military Leave Buy-Back**. Employees who performed active-duty military service prior to employment with the City, are eligible to establish credit in TMRS for a maximum of 60 months of military service, if the employee has been employed by the City for ten (10) years, and has at least ten (10) years of creditable service in TMRS.

   Employees who voluntarily leave employment with the City to enter into active-duty military service, and terminate their TMRS membership by withdrawing their deposits are eligible to establish credit in TMRS for a maximum of 60 months of military service provided the employee is re-employed by the City within 90 days of:

   - Release or discharge from active duty; or
   - Release from hospitalization continuing for not more than one year after discharge.

   The credit received is only for the months of active-duty service performed (maximum of 60), has no monetary value, and is not included in the calculation of Updated Service Credits. More detailed information is provided in the TMRS Handbook.

2. **Updated Service Credits**. Employees who have current service credit or prior service credit in TMRS in force and effect on the first day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date have at least thirty-six (36) months of credited service with the System, shall be and are hereby allowed "updated service credits" as defined in subsection (d) of Section 853.402 of the TMRS Act. The updated service credit is one hundred percent (100%) of the "base updated service credit," calculated as provided in subsection (c) of Section 853.402 of the TMRS Act. Each updated service credit replaces any updated service credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service. More detailed information is provided in the TMRS Handbook

## D. WORKERS' COMPENSATION

Employees of the City are covered by the workers compensation insurance program. This coverage provides medical and salary continuation payments to employees who receive bona fide, on-the-job, work-related injuries. Detailed information about workers compensation benefits is found in the sections of this manual under the main headings of **Workers' Compensation** and **Injury Leave**. *(Legal reference: V.T.C.A. Labor Code, Title 5, Subtitle A and Chapter 504.)*

## E. UNEMPLOYMENT INSURANCE

All employees of the City are covered under the Texas Unemployment Compensation Insurance program. This program provides payments for unemployed workers in certain circumstances. *(Legal reference: V.T.C.A. Labor Code, Title 4, Subtitle A.)*

## F. LEAVE TIME

Regular full-time City employees are eligible for holidays, vacation leave, sick leave, and other types of released time under certain circumstances. Detailed information about leaves and other types of released time are found in this manual under **Section 8 - Leave Time** and **Section 9 - Holidays**.

## G. LONGEVITY PAY

Longevity pay is paid at the rate of $25.00 for the first year of employment (regardless of the number of days employed) and an additional $25.00 for every year thereafter. The maximum longevity pay is $500 per year. Employees are eligible for longevity pay if they are full-time, active employees on the day the longevity payroll is published. In addition, the City pays the FICA and TMRS matching costs related to the longevity pay. Longevity pay is paid within the first two weeks of December each year.

## H. CONTINUATION OF GROUP HEALTH INSURANCE (COBRA)

COBRA is a federal law that requires most employers who sponsor group health plans to offer employees and their families the opportunity to temporarily extend their group coverage at group rates in certain instances where coverage under the employer's group health plan would otherwise terminate. The employee is responsible for paying for the cost of any such continuation coverage.

Under COBRA, employees may elect COBRA continuation of coverage for up to 18 months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced to such an extent that the employee no longer qualifies for participation in the group health plan. Under other circumstances, COBRA coverage is available for up to 36 months following a qualifying event. Employees must notify the City within 60 days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.

Detailed COBRA notices are given to employees when an employee becomes eligible for participation in the City's group health plan and again when a qualifying event occurs. For more complete information on COBRA and your health plan, you should review your summary plan description or review a copy of the full health plan at the Human Resources Department.

## I. EDUCATION / PROFESSIONAL DEVELOPMENT

1. **General Policy**. The City encourages its regular full-time employees to take advantage of educational or training opportunities and professional memberships that are related to and will enhance their performance of work with the City.

2. **Required Attendance**. When the City requires an employee to attend any educational or training course, conference, or seminar, the City will provide the necessary time off with pay and will reimburse the employee for associated costs, including tuition or registration fees and authorized travel, meals and lodging.

When appropriate, the City may prepay registration fees, hotel costs, and/or airline or other public transportation costs directly to the entity involved. See additional information in the chapter of these policies **Travel/Expense Reimbursement**.

3. **Professional Memberships and Seminars**. Subject to the prior approval of the City Manager, an employee who joins a professional association related to his or her work at the City may be reimbursed for dues and necessary travel expenses when meetings are judged to offer special training or information of value to the employee in his or her work at the City. Likewise, subject to the City Manager's prior approval, an employee may be reimbursed for conference or seminar expenses if the conference or seminar is related to his or her work.

## SECTION 8. LEAVE TIME

### A. DEFINITIONS

1. **Leave Time**. Leave time is time during normal working hours in which an employee does not engage in the performance of job duties. Leave time may be either paid or unpaid.

2. **Excused Absences**. Excused absences are defined in this policy manual and approved by the employee's supervisor. Examples include paid sick leave, vacation, holidays, bereavement leave, administrative leave, work-related injury leave, and other types of approved time off. To be eligible for an excused absence, an employee must contact his/her supervisor no later than thirty (30) minutes after the employee's regularly scheduled starting time. The reasons for the absence and the date and the time the employee expects to return to work must be reported at this time. This thirty (30) minutes provision may be waived by the supervisor if there are extenuating circumstances.

### B. APPROVAL OF LEAVE

In order to be considered an excused absence, any leave request must be authorized by the employee's immediate supervisor and approved by the appropriate department head. Employees should submit leave request forms at least seven (7) calendar days before the requested time off. Copies of signed leave forms are attached to the time sheets and sent to the payroll office for recording.

### C. VACATION LEAVE

Temporary and part-time employees do not earn vacation leave.

1. **Vacation Leave Accrual**. All new employees are subject to a six (6) month probationary period during which time vacation leave will accrue but cannot be taken. Regular full-time employees earn vacation leave on the following basis:

| Number of Years of Service | Number of Hours / Days of Vacation Leave | Hours Accrued Per Pay Period |
|---|---|---|
| End of 1st 6 Months | 40 Hours / 5 Days | 3.08 |

| | | |
|---|---|---|
| End of 1st Year – 5 Years | 80 Hours / 10 Days | 3.08 |
| 6 Years | 88 Hours / 11 Days | 3.39 |
| 7 Years | 96 Hours / 12 Days | 3.69 |
| 8 Years | 104 Hours / 13 Days | 4.00 |
| 9 Years | 112 Hours / 14 Days | 4.31 |
| 10 Years | 120 Hours / 15 Days | 4.62 |
| 11 Years | 128 Hours / 16 Days | 4.92 |
| 12 Years | 136 Hours / 17 Days | 5.23 |
| 13 Years | 144 Hours / 18 Days | 5.54 |
| 14 Years | 152 Hours / 19 Days | 5.85 |
| 15 Years | 160 Hours / 20 Days | 6.15 |

Vacation leave is accrued at a rate of 10 days per year of continuous employment through the fifth year of employment. One additional day per year accrues beginning with the sixth year and ending with a maximum of 20 days the fifteenth year. (Example: 6 years = 11 days per year, 7 years = 12 days per year, etc.)

2. **Use of Vacation Leave**. Vacation leave usage shall be scheduled with the employee's supervisor as far in advance as possible. Use of vacation leave will be at the convenience of the employee whenever possible. However, use of vacation leave should not interfere with normal functioning of City operations. Vacation leave may be taken in increments of one-half day or more.

3. **Sickness during Vacation Leave**. Employees who become ill during their vacation should notify their supervisor so that the time they are ill may be counted as sick leave. At the discretion of the supervisor, medical proof of illness may be required.

4. **Payment upon Termination**. Upon termination, all regular employees who resign or are terminated after completing the full six (6) month probationary period will be compensated for unused vacation leave, up to a maximum of twenty (20) days (160 hours). Employees who leave City employment before completing six (6) months of service shall not be entitled to vacation pay. Payment will be based on the employee's salary at the time of termination. Employees who leave employment without providing at least a two (2) week written notice will forfeit accumulated vacation leave.

5. **Holidays during Vacation**. City holidays that occur during an employee's vacation will not be charged to vacation time.

6. **Payment upon Death**. Payment for the employee's accrued vacation leave will be paid to the employee's estate.

7. **Restrictions**. An employee shall not be granted vacation leave in excess of accumulated leave. Employees may not elect to receive pay in lieu of vacation leave. Vacation leave is not transferable to another employee. Employees shall be allowed to retain their vacation leave credits if they are reassigned, promoted, or demoted. Employees do not accumulate vacation leave while on leave of absence.

## D. SICK LEAVE

Sick leave is a benefit provided to regular City employees to be used when an employee or a member of the employee's immediate family is unable to work due to illness, physical incapacity, doctor and dental visits. (Dependent family member is defined as husband, wife, son, daughter, mother, father or other family member who is dependent upon and/or resides with the employee.) Abuse of this sick leave benefit will not be tolerated. Employees who willfully use sick leave for purposes other than those intended by these policies shall be subject to discipline. All regular full time employees of the City are entitled to accumulate paid sick leave credit according to the following rules:

1. **Sick Leave Accrual**. All regular full-time employees accrue sick leave at the rate of twelve (12) days per year (or eight (8) hours per month), with accrual allowed to continue without limit.
2. **Use of Sick Leave**. Sick leave may be taken in hourly increments; however, sick leave must be accrued before it is used. The following rules govern the use of sick leave:

- Sick leave will accumulate and may be used during the probationary period; however, sick leave may not be used in advance of its being earned.
- Employees may use sick leave for illness of a dependent family member. (Dependent family member is defined as husband, wife, son, daughter, mother, father or other family member who is dependent upon and/or resides with the employee.)
- Sick leave may be used, if approved by the City Manager, as additional Bereavement Leave (See paragraph on Bereavement Leave.)
- After an employee's accumulated sick leave has been exhausted, accrued vacation leave may be used in lieu of sick leave. When absence due to illness exceeds the amount of paid leave earned, authorized pay to the employee shall be discontinued until the employee returns to work.
- To receive paid sick leave, an employee must communicate with his/her immediate supervisor or the supervisor's authorized representative, before or within one (1) hour of the time set for beginning work unless a justifiable excuse is presented regarding an emergency situation.
- Supervisors and department directors may require satisfactory proof of illness according to these policies (for either the employee or the employee's dependent family member) if there are three (3) or more consecutive days of absence. (See paragraph relating to "Unexcused Absences.") If there is a question of an employee's fitness to continue in his/her present position, an employee may be required to undergo a physical examination by a physician designated by the City at the City's expense.
- Employees shall not earn sick leave while on a leave of absence.

3. **Light Duty**. An arrangement mutually acceptable to both the employee and supervisor may be made to allow an employee to return to work when regular duty is not possible. Light duty must be approved by the department director and the Human Resources Director on a case-by-case basis. A physician must specify what will constitute light duty.

4. **Payment for Sick Leave at Termination**. The following is the policy for employees who started employment before July 1, 2016:

   - The number of sick days that an employee will be paid at time of termination is fifty percent (50%) of the employee's accumulated leave balance. The maximum sick leave payment an employee will receive at termination is ninety (90) days/720 hours).

   Any employee employed by the City after July 1, 2016, will not be eligible for paid accrued sick leave at termination**.**

## E. CIVIL LEAVE

The City provides paid leave to regular full-time employees required to serve on jury duty or requested to testify as a witness by the City in a City-related civil, criminal, legislative, or administrative proceeding. Court appearances for testimony, investigation, and court preparation as a result of official duties as a City employee (e.g., police, fire, inspections, animal control, etc.) are compensated as actual hours worked and are not classified as paid leave. In all other cases, employees are required to schedule accrued vacation, holiday or compensatory leave; otherwise, a nonexempt employee's time off to testify will be considered a leave without pay. *(Legal reference: V.T.C.A. Labor Code, Sec. 52.051; Election Code, Sec. 276.004.)*

The employee must provide documentation of the requirement for jury duty, subpoena compliance**,** etc., with the leave request. Employees must submit a Leave Request Form, along with supporting documentation to their supervisor as soon as possible so that arrangements can be made to accommodate the absence.

An employee who is on jury duty typically must report for City duty for the remainder of the day upon completion of court or jury service, or request approval for use of other available paid time off. An employee, who is called for jury duty, must provide his or her supervisor with an acknowledgement of service from the court. Any payment for jury duty received by the employee may be retained by the employee.

Jury duty leave is paid at the employee's base rate at the time of leave and does not include overtime or any other special forms of compensation.

## F. VOTING LEAVES

Employees are encouraged to exercise the right to vote in elections. If the polls are not open on election day for voting for two consecutive hours outside of the employee's working hours, the employee will be permitted reasonable time to vote during working hours.

Upon ten (10) days' notice to the supervisor, employees may be granted time off to attend a precinct convention or a county, district, or state convention to which the employee is a delegate. Time may be charged to vacation, accrued compensatory time, or leave without pay for the period of time missed.

## G. FAMILY AND MEDICAL LEAVE (FMLA)

In accordance with the Family and Medical Leave Act (FMLA), the City allows eligible employees to take unpaid leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave. Covered Employers must grant such leave and usually protect an employees' position (or its equivalent in pay and other benefits) upon timely return from leave. Employees should contact Human Resources to determine whether you may be eligible for leave under this policy.

Eligibility

To be eligible for FMLA leave, you must:

1. Have worked at least 12 months for the City in the preceding seven years (limited exceptions apply to the seven-year requirement);
2. Have worked at least 1,250 hours for the City during the preceding 12 months; AND
3. Currently work at a location where there are at least 50 employees within 75 miles.

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. The birth of a child, or to care for a newly born child (up to 12 weeks);
2. Placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. To care for a qualifying family member (spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. Because of the employees' own serious health condition that makes the employee unable to perform his/her job (up to 12 weeks);
5. To care for a covered service-member with a serious injury or illness related to certain types of military service (up to 26 weeks); or,

6. To handle certain qualifying exigencies arising out of the fact that the employees' spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception of leave to care for a covered service-member with a serious injury or illness related to certain types of military service. For such leave, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

Definitions

A "*serious health condition"* is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of his/her job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three (3) full calendar days and two visits to a health care provider or on visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A "*covered service-member*" is a member or veteran of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

- The term "*serious injury or illness"* means an injury or illness incurred by the covered service-member in the line of duty while on active duty in the Armed Forces that may render the service-member medically unfit to perform the duties of the service-member's office, grade, rank, rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while active duty. With regard to veterans, the injury or illness may manifest itself before or after the individual assumes veteran status.
- "*Qualifying exigencies*" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.

Identifying the 12-Month Period

The City measures the 12-month period utilizing a "rolling" 12-month period for counting family and medical leave, counting backward from the first day FMLA leave is taken. FMLA leave generally ends 12 months after that first date of leave. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

For leave to care for a covered service-member, the City calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered service-member and ends 12 months after that date.

Using FMLA Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or qualifying family member, or in the case of a covered service-member, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for the birth of a child, to care for a newly born child or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the City's operations.

Use of Accrued Paid Leave

The City requires you to use accrued paid leave (such as sick leave, vacation, personal days, or other paid time off), concurrently with your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the City's normal procedures for the applicable paid leave policy (e.g., call-in procedures, advance notice, etc.).

An employee utilizing this policy for the employee's own serious health condition shall exhaust all accrued sick leave, vacation leave and personal leave prior to going on unpaid leave. If an employee is off work due to a work-related injury and the employee qualifies for family and medical leave, the family and medical leave will run concurrently with any paid leave.

An employee utilizing this policy for the placement of a child for adoption or foster care with the employee shall be required to exhaust all accrued vacation and any other applicable paid leave prior to going on unpaid leave.

An employee utilizing this policy for the serious illness of a child, spouse or parent must exhaust all accrued personal leave, vacation leave and any other applicable paid leave prior to going on unpaid leave.

If an employee gives birth to a child, sick leave can be utilized until the employee receives a release from the doctor. After being released, the employee may use additional sick leave if permitted in accordance with the sick leave policy. Once all applicable sick leave has been used, the employee shall be required to exhaust all accrued vacation, compensatory time, holiday leave and any other accrued paid leave, prior to going on unpaid leave.

***The City may count any paid leave that qualifies for family and medical leave toward the twelve (12) or twenty-six (26) weeks allowed under this policy.***

Notice and Medical Certification

When seeking FMLA leave, employees are required to provide:

1. Sufficient information for the City to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include notification you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified;

2. If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave; if the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the City's normal call-in procedures, absent unusual circumstances;

3. Medical certification supporting the need for leave due to a serious health condition affecting you or a qualifying family member within 15 calendar days of the City's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, the City may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with the City's standard leave of absence and attendance policies, subjecting you to discipline up to and including termination of employment. Secord or third medical opinions and periodic re-certifications may also be required;

4. Period check-ins during leave and require employees on an extended FMLA leave must check in at least once each week by phone or email during their absence with Human Resources or their supervisor; and

5. Medical release before returning to work if the leave was due to your serious health condition. The City will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with these requirements may result in delay or denial of leave, or disciplinary action, up to and including termination of employment.

Supervisor Responsibilities

Each department supervisor is responsible for notifying the Human Resources Department immediately when an employee is away from work for a family and medical leave qualifying event (if family and medical leave has not been approved), even if the employee is utilizing paid vacation, sick or personal leave, or is out due to a work-related injury. An employee using sick leave should be reported to the Human Resource Department if it is anticipated that the duration of the illness will be three (3) or more days, or once the employee exceeds three (3) days.

City Responsibilities

To the extent required by law, the City will inform employees whether they are eligible under the FMLA upon inquiry or applicability of the FMLA. Should an employee be eligible for FMLA leave, the City will provide them with a notice that specifies any additional information required, as well as the employees' rights and responsibilities. If an employee is not eligible, the City will provide a reason for the ineligibility. The City will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave anticipated to be counted against the employees' leave entitlement. If the City determines that the leave is not FMLA-protected, the City will notify the employee.

Job Restoration

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Exemption for Key employees

Certain "Key employees" may not be returned to their former or equivalent position following leave if doing so would cause substantial economic injury to the City. Key employees are salaried and among the highest paid 10% of all employees at a worksite or within 75 miles of that worksite. The City will notify you if you qualify as a "key employee," if the City intends to deny reinstatement and/or other rights.

Effect on Married Couples

If a City employee is married to another City employee and either or both employees request family and medical leave for the birth or placement of a child with the employee for adoption or foster care, the total time allowed shall be limited to no more than twelve (12) weeks combined during any rolling twelve (12) month period. For other qualifying family and medical leave events, each employee is entitled to leave as long as the total amount of leave taken during any twelve (12) month period does not exceed twelve (12) weeks (or twenty-six (26) weeks, if applicable).

Continuation of Insurance Benefits

While utilizing unpaid family and medical leave, an employee's insurance benefits will continue without interruption as long as the employee pays his or her portion of the insurance premiums. Insurance premiums can be deducted from the paycheck before the leave begins, or during the leave, if the employee continues to receive pay (pre-tax), paid monthly or bi-weekly.

Holidays

Holidays will be paid in accordance with the Holidays policy. City holidays will be counted as part of the twelve (12) or twenty-six (26) weeks of family and medical leave, whether the employee is on paid or unpaid leave.

TMRS

Employee contributions to TMRS may be made on a voluntary basis through a special arrangement with the City while an employee is in a leave without pay status. It is the employee's responsibility to initiate such an arrangement by timely contacting Human Resources and completing the necessary paperwork.

Recordkeeping

Family medical leave time will be tracked on an hourly basis for payroll and compliance purposes. To determine entitlement for employees who work variable hours, the minimum hours required for eligibility is calculated on a pro rata or proportional basis by averaging the weekly hours worked during the twelve (12) weeks prior to the start of family and medical leave.

Failure to Return After FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), may be subject to the City's standard leave of absence and attendance policies. This may result in termination of employment if you have no other Company-provided or legally mandated leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the City's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Other Employment

The City generally prohibits employees from holding outside employment that violates the Employment Outside Work policy. This policy remains in force during all leaves of absence including FMLA leave, and a violation may result in disciplinary action up to and including termination of employment.

Worksite Employers' Compliance with FMLA and employees' Enforcement Rights

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or terminate or discriminate against any person for opposing any practice made lawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the City encourages employees to bring any concerns or complaints about compliance with FMLA to its attention, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer. Further, FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Limited Nature of this Policy

This policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The City reserves the right to modify this or any other policy as necessary, in its sole discretion, to the extent permitted by law. State or local leave laws may also apply.

For further information concerning FMLA leave, including whether you and the City are covered by the FMLA and whether you are eligible for such leave, please contact Human Resources.

## H. MILITARY LEAVE

The City complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military. Temporary employees who have brief or non-recurrent positions with the City and who have no reasonable expectation that their employment with the City will continue indefinitely or for a significant period of time are generally ineligible for extended paid military leave in excess of 15 days, re-employment rights, or any other military leave benefits under this policy.

This policy covers employees who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

1. **Notice to City of Need for Leave.** Employees must provide as much advance written or verbal notice to the City as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Absent unusual circumstances, such notice must be given to the City no later than 24 hours after the employee receives the military orders. To be eligible for paid military leave, employees must complete and submit a Request for Leave Form along with the official documents setting forth the purpose of the leave and, if known, its duration. The Leave Request Form must be turned into the Human Resources as far in advance of the leave as possible.

2. **Paid and Unpaid Leave for Training and Duty.**

   - **Full Pay For Up to 15 Days.** Employees will be paid for military absences of up to a maximum of 15 workdays per fiscal year. Shift employees will be transitioned to a 40-hour workweek during military absences. This leave may be used when an employee is engaged in National Guard or U.S. armed forces reserve training or active military duty ordered or approved by proper military authority. The paid leave days may be consecutive or scattered throughout the year. An employee who qualifies for this leave may request an annual accounting of the use of this leave.
   - **Other Paid Leave.** Employees who have exhausted all available paid military leave may, at their option, may use any other available paid leave time (i.e., vacation leave, holiday leave, and compensatory time) to cover their absence from work.

- **Unpaid Leave.** After an employee has exhausted all available paid military leave (including any other paid leave time that the employee chooses to use to cover a military absence), the employee will be placed on leave without pay.
- **Benefits**. The City will continue to provide employees on paid military leave with most City benefits.
- **Medical and Dental**. While an employee is on paid military leave (or any military leave of less than 31 days), the City will continue to pay its portion of the monthly premium for group health benefits. When military leave is unpaid, the employee may elect to continue group health coverage for up to 24 months following separation of employment or until the employee's reemployment rights expire, whichever event occurs first, for the employee and eligible dependents.
- **Return to Employment**. Upon an employee's return to employment following military service, the City will provide health insurance coverage immediately. In addition, a returning employee will not be subjected to exclusions from coverage unless the exclusions apply to injuries or conditions that were incurred as a result of military service.
- **Other Benefits.** While on ***paid*** military leave, employees continue to accrue vacation, sick leave, and other benefits provided to other employees on paid leave. The City will also continue to pay the premium for any City-provided life insurance while the employee is on ***paid*** military leave. While on unpaid military leave, employees are generally ineligible for most City-provided benefits. Benefits, such as vacation and sick leave, do not accrue while an employee is on unpaid leave, including unpaid military leave. While on unpaid military leave, benefit accruals will be suspended and will resume upon the employee's return to active employment. Once an employee returns to work following an unpaid leave, the employee will be treated as though continuously employed for purposes of determining benefits based on length of service, such as vacation accrual and longevity pay.
- **TMRS.** Typically, an employee's period of uniformed service is deemed to constitute service for purposes of vesting and benefit accrual. Thus, employees earn service credit for time spent on active-duty military leave. Service time is credited when an employee returns to work. To qualify for service credit, an employee must: return to work for the City within 90 days after discharge; receive an honorable discharge; and timely complete the necessary application. In order to receive monetary credit, an employee has the lesser of five years or three times the length of the military service to make up any TMRS contributions that were missed while on military leave.
- **Returning from Leave.**
  - ✓ **Return to Work**: A person returning from service must report back to work or apply for reemployment within the time constraints prescribed by USERRA. The City shall re-employ a returning veteran according to the provisions of USERRA. Civil service employees shall be required to meet additional requirements in Chapter 143 of the *Texas Local Government Code* before being reinstated.

- ✓ **Deadline to Notify City of Intent to Return to Work.** The deadline for an employee to return to work and/or notify the City that the employee intends to return to work following military leave depends upon how long the employee's military service lasted:
    - o For service of less than 31 days, employees have eight (8) hours following their release from service to report for their next scheduled work period.
    - o For service between 31 days and 180 days, employees have 14 days following their release from service to apply for reemployment.
    - o For service of more than 180 days, employees have 90 days following their release from service to apply for reemployment.
- ✓ These deadlines may be extended for 2 years or more when an employee suffers service-related injuries that prevents the employee from applying for reemployment or when circumstances beyond the employee's control make reporting within the time limits impossible or unreasonable.

♦ **Required Documentation**. To qualify to return to work, an employee returning from leave must provide documentation of the length and character of military service. Also, evidence of discharge or release under honorable conditions must be submitted to the City if the military leave lasted more than 31 calendar days.

## I. ADMINISTRATIVE LEAVE

The City may grant Administrative Leave with or without pay to an employee**,** at the discretion of the City Manager (or designee)**,** when no other paid leave category is available or applicable.

Department directors, in consultation with Human Resources, may designate Administrative Leave with pay only pending a disciplinary decision or drug/alcohol screening results, or during an internal investigation.

Written notice of administrative leave shall be provided to the employee and a copy forwarded to Human Resources for proper payroll processing.

## J. OTHER LEAVES OF ABSENCE WITHOUT PAY

In extraordinary circumstances, the City may grant employees an unpaid leave of absence (LOA). All requests for LOA must be submitted on the City's Leave Request Form. Department directors are authorized to grant an unpaid LOA for up to 30 days. Any LOA beyond 30 days must be authorized by the City Manager. The employee may seek extensions of leave, up to a maximum of 180 total days away from work. This policy will be administered consistently with the City's obligations under the Americans with Disabilities Act, the American with Disabilities Act as Amended and the Family Medical Leave Act (FMLA). An LOA will not be authorized unless there is a reasonable expectation that the employee will return to employment with the City at the end of the approved leave period.

1. **Use of All Other Available Leave**. All vacation, compensatory time, holiday time and/or leave authorized under FMLA must be used prior to authorizing an LOA to an employee.

If the LOA is due to illness or injury, all sick leave must also be used prior to authorizing an LOA.

2. **Criteria**. Factors considered by the City in granting an LOA include the reason for the leave; departmental work requirements; the employee's length of service, work performance and disciplinary history.

3. **Reasons for LOA.** An LOA may be considered in the following circumstances:

   - Recovery from extended illness**,** injury or temporary disability.
   - Extended care for immediate family members.
   - Educational purposes when successful completion will contribute to the work of the City.
   - Public service assignment.

4. **Documentation**. Requests for LOA without pay must be made in writing to the employee's department director as far in advance as possible prior to the requested leave date. Requests for an extension of leave must also be in writing and submitted to Human Resources. The need for a medical LOA must be supported by documentation acceptable to the City, including but not limited to a doctor's explanation of why the employee cannot perform the essential functions of the position, when the employee is expected to return to work, and periodic updates regarding the employee's ability or inability to return to work in a full or modified duty capacity.

   Any employee on LOA without pay must contact Human Resources weekly to report on the employee's condition or status. Before returning to work from a medical LOA, the employee must submit a letter from the doctor stating that the employee is able to resume normal job duties. The City may also impose additional return to work requirements.

5. **Other Employment during Leave**. Under no circumstances may an employee on an authorized LOA without pay work another job, whether for pay, as a volunteer or as self-employment, unless expressly authorized in writing by the department director and Human Resources.

6. **Reinstatement**. Employees returning from an LOA will be reinstated to their same position or one of similar pay and status, provided the City's circumstances have not changed to the extent that it would be impossible or unreasonable to provide reinstatement. If the same job or one of similar pay and status is not available, reinstatement may, at the City's discretion, be deferred until a position is available. Usually, an employee who fails to return to work at the conclusion of an approved LOA will be considered to have voluntarily resigned employment with the City.

7. **Benefits/Premium Payments**. All LOA's are unpaid. Vacation, sick leave, holiday pay, and other benefits do not accrue during an unpaid LOA. Any benefit continuation during an LOA must be approved in advance by Human Resources and the City Manager.

Any insurance premiums, or partial premiums, normally paid on behalf of the employee by the City will not be paid by the City beginning the first day of the month following the starting date of an LOA. Employees who have group health or any other kind of insurance through the City continue to be responsible for paying their portion of the premiums while on a LOA. An employee's failure to pay either the employee's, or the City's, portion of insurance premiums during an LOA may result in cancellation of coverage.

8. **Revocation**. The City Manager may revoke authorized leave without pay at any time. Failure to return to work after the expiration of an authorized LOA or failure to provide required medical status reports, physician's statements, or to contact the City per the required schedule will likely result in revocation of the LOA and/or disciplinary action up to and including dismissal.

## K. WORKERS COMPENSATION INSURANCE AND LEAVE

**Every injury, no matter how minor, must be reported to the Human Resources within 24 hours of occurrence by the injured employee's supervisor.**

Workers Compensation benefits are provided, as required by law, for injuries or illness arising out of job-related duties, and is free to Employees.

1. **Police Personnel**. Police personnel will be compensated according to State law for injuries occurring in the course of employment.

2. **All Other City Employees**. All other employees will adhere to the following policy upon incurring an on-the-job injury:

   - **First Seven (7) Days**. The City will pay the employee's full salary for the first seven (7) calendar days, whether that employee is a regular employee, still in the probationary period, full-time, or temporary

   - **After First Seven (7) Days**. If the employee must be absent from work for more than seven (7) calendar days, Worker's Compensation will pay either 66 2/3% of the employee's full salary, or a set amount (whichever is less). The City will provide the difference between the employee's regular pay and the Worker's Compensation payment. The combined total of the City paycheck and the Worker's Compensation check shall not exceed the employee's regular salary.

   - **Time Limit**. The time limit for use of injury leave is five (5) months, with the count beginning on the first day the employee is off work. At the end of five (5) months, the employee will either receive Workers' Compensation checks only, or he/she will begin to use accrued sick or vacation leave. No exceptions to this policy will occur.

   - **Modified Duty**. If modified duty can be arranged by the supervisor, the employee shall return to work on a modified duty status with no loss in pay. The doctor is to determine what modified duty entails as far as activity. As soon as the doctor rules that the employee is able to return to full duty, he/she will be taken off modified duty and placed back on his/her regular tasks.

- **Return to Work**. If at any point information is obtained that the employee is able to return to work but not willing to do so, the Human Resources will report this information to the Worker's Compensation insurance carrier and the carrier will investigate the matter. Refusal to return to work could result in the lost of Worker's Compensation benefits and the possibility of termination.
- **Benefits**. Employees accrue vacation, sick and holiday leave while on injury leave.

For information on eligibility and injury reporting procedures for bona fide, on-the-job, work-related injuries, please see the section in this manual under the main heading **Worker's Compensation**.

## L. USING LEAVE IN COMBINATION

When an employee who is on sick leave has exhausted his or her accrued sick leave, the employee will automatically be placed on vacation leave if the employee has accrued vacation leave available, and then on compensatory leave if the employee has that leave available.

Sick leave cannot be used for vacation purposes when vacation leave is exhausted.

With the approval of the employee's department head and the City Manager, other types of leave may be used in combination or coupled with holidays if it is determined to be in the best interests of the City and the employee.

## SECTION 9. HOLIDAYS

### M. LIST OF HOLIDAYS

The following is a list of approved holidays:

| Holiday | Date(s) |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King, Jr. Day | 3rd Monday in January |
| President's Day | 3rd Monday in February |
| Good Friday | Friday before Easter |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19th |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veteran's Day | November 11th |
| Thanksgiving Day | Fourth Thursday In November |
| Day after Thanksgiving | Fourth Friday in November |
| Christmas Eve | December 24th |
| Christmas Day | December 25th |
| Day After Christmas | December 26th |
| Employee Option Day | Employee/Supervisor Discretion |

1. **Rules Governing Holidays**

- If the holiday occurs on Saturday, it will be observed on the preceding Friday. If the holiday occurs on Sunday, it will be observed the following Monday. The Mayor, upon approval by the City Council, may issue a proclamation declaring any day a holiday.
- Full-time regular employees will receive holidays off with pay. If a full-time regular, non-exempt employee is required to work on a holiday, that employee will be paid their regular hourly rate and will accrue a leave day to be taken in the future. Any accrued holiday leave will be paid upon termination.
- Part-time employees who regularly work at least 25 hours weekly may be granted reduced holiday benefits. Temporary employees are not eligible for paid holidays.

- An employee who is absent without leave on the day immediately preceding or following a City holiday shall not be paid for the holiday.
- City employees accrue an Employee Option Day after the employee completes six (6) months of satisfactory performance. Police officers accrue an Employee Option Day after the officer completes one (1) year of satisfactory performance.
- If an official holiday falls within a regular employee's vacation, the employee will be granted the holiday and not charged for a day of vacation.

- This section applies to employees who work on shifts other than Monday through Friday. Whenever a legal holiday on the current year's list of approved holidays falls on a regular employee's regular day off and the employee does not work that day, he or she will (1) be provided with an alternate day off on what would otherwise have been a regular workday for the employee, or (2) be paid his or her regular salary amount for the pay period involved, plus eight additional hours for the holiday.

## SECTION 10. WORKERS' COMPENSATION

### A. ELIGIBILITY FOR WORKER'S COMPENSATION

1. **Purpose**. Workers' compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring during the course and scope of one's employment. It is not designed to cover ordinary diseases of life. All employees and volunteers of the City are covered by workers compensation insurance.

2. **Eligibility**. Employees injured on the job are generally eligible for workers compensation benefits, which may cover the cost of hospitalization, doctors, treatment, prescription drugs and other related expenses, as well as possible partial salary continuation.

3. **Not Covered**. Injuries not directly related to or caused by a specific accident or incident that occurred in the performance of the employee's job duties for the City, injuries occurring while an employee or volunteer is working or volunteering for an employer or organization other than the City, and/or injuries occurring during self-employment, are not covered under the City's workers compensation plan.

### B. ACCIDENT AND INJURY REPORTING PROCEDURES

1. **Medical Attention**. When an employee is injured on the job, the City's first priority is to ensure that the employee gets timely medical attention. The employee must immediately report the circumstances of the accident and/or injury to the supervisor who will direct the employee to seek medical treatment, if necessary, from an approved provider list as provided by the City's Workers' Compensation insurance carrier or the Texas Department of Insurance.

2. **Reporting and Documentation**. The employee's supervisor is responsible for notifying Human Resources and the employee's department head immediately upon being made aware of an employee's involvement in an accident or injury. This timely notification is critical.

3. **Investigation**. The employee's supervisor will initiate a thorough investigation into the cause and circumstances of the accident causing the injury, including interviewing all witnesses and preparing a detailed written report explaining the facts of the accident that occurred. The supervisor must submit the City's Accident Report and any other related information to Human Resources no later than the next business day after the injury was reported or no later than 9 a.m. on Monday for injuries occurring over the weekend.

4. **Report Suspicious Circumstances.** If the employee's supervisor has reason to believe that an injury has been reported that is not directly related to or caused by a specific accident or incident occurring in the performance of the employee's assigned job duties, the supervisor must advise Human Resources of these circumstances. The decision of whether or not an injury will be covered by workers compensation will be made by the City's Workers' Compensation insurance carrier or the Texas Department of Insurance and not by the City.

5. **Employee Reporting Requirements**. If the employee's treating physician recommends convalescence at home, the employee is required to contact the supervisor each day during the time away from work and to report to Human Resources each Friday. For every doctor's office visit, the employee is required to obtain from his doctor a completed Work Status Report, which includes the employee's diagnosis, when the employee is expected to be able to return to work, the employee's restrictions and the date of the employee's next appointment. It is the employee's responsibility to ensure that a copy of the Work Status Report is forwarded to Human Resources and to the employee's supervisor. Failure to report to Human Resources as required may result in disciplinary action, up to and including termination of employment.

6. **Returning to Work**. The employee is to return to work immediately after treatment unless the employee's physician will permit neither regular duty nor modified duty. The employee must have a written release from the doctor to return to work and the release must specify any restrictions. The City does not guarantee the availability of a modified duty opportunity. However, the employee must accept any modified duty assignment that is offered, including an assignment in another department.

7. **Approval of Modified Duty Assignments**. All modified duty assignments must be approved by Human Resources to ensure compliance with the City's policies, the physician's restrictions/release, and with the Americans with Disabilities Act as Amended (ADAAA).

8. **Maximum Time Limits**. The City will hold open an employee's position, following an injury that occurred while performing official job duties or conducting City business, for a reasonable time period if holding the position does not result in undue hardship on the City. Twelve (12) weeks of this period will be deemed leave under the Family and Medical Leave Act (FMLA), running concurrently with the employee's workers compensation leave.

9. **Consideration of Reasonable Accommodations**. Human Resources will engage in discussions of any reasonable accommodations that may assist the employee in performing the essential functions of the job. At the end of the reasonable period of time, should the employee still be unable for any reason to perform the essential duties of the job, with or without accommodation, the employee's position may be filled, and the employee may be considered for a vacant position for which the employee is qualified and released from the physician to perform.

   If no vacant position is available for which the employee is qualified, if not selected to fill the vacant position or if the employee declines to accept another position, employment with the City will be terminated.

## SECTION 11. DRUG AND ALCOHOL USE POLICY

### A. DRUG-FREE AND ALCOHOL-FREE WORKPLACE

It is the desire of the City to provide an alcohol and drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner.

### B. PROHIBITION AGAINST ALCOHOL AND ILLEGAL AND UNAUTHORIZED DRUGS

While on City premises, while on duty, while conducting City-related business or other activities off premises, while at City locations that sell alcohol, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment, no employee may use, possess, distribute, sell, or be under the influence of alcohol (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

The use of alcohol by a City employee during a business lunch is prohibited even though the person with whom the employee is having lunch may be consuming alcohol. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive his or her own personal vehicle while under the influence of alcohol. No employee in his or her work-related capacity should ever be impaired because of the excessive use of alcohol. City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.

## C. PROHIBITION AGAINST ILLEGAL AND UNAUTHORIZED DRUG-RELATED PARAPHERNALIA

This policy also prohibits the use, possession, distribution and sale of drug-related paraphernalia while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

## D. PERMISSIVE USE OF PRESCRIBED AND OVER-THE-COUNTER DRUGS

The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property, or other equipment) effectively and in a safe manner that does not endanger the employee, citizens, or other individuals in the workplace. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

## E. POLICE DEPARTMENT EMPLOYEES

Certain City Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempted from certain portions of this policy under certain limited conditions. Additional guidelines may be established by Police Department operating procedures.

## F. MANDATORY DISCLOSURE BY EMPLOYEES

Employees taking prescription medication and/or over-the-counter medication must report such use to either their department director or to the City Manager if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of his or her job (or operate a vehicle, property, or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens, or other individuals in the workplace. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

## G. ON-CALL EMPLOYEES

Employees scheduled to be on call are expected to be fit for duty upon reporting to work. Any employee who is scheduled to be on call, and is called out, is governed by this policy. Sometimes, an employee who is not scheduled to be on call may nevertheless be called out. If this or any other situation occurs where the employee called out is under the influence of alcohol or has a presence in the system of drugs, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.

## H. MANDATORY REPORTING OF ARRESTS AND CONVICTIONS

Employees must notify their immediate supervisor and the department director, in writing, of any alcohol or drug-related arrest and/or conviction (including a plea of *nolo contendere*) or deferred adjudication, for a violation occurring off duty and/or in the workplace as soon as possible or no later than twenty-four (24) hours after the arrest and/or conviction.

## I. OFF-DUTY CONDUCT

The City may take disciplinary action, up to and including termination of employment, if an employee's off-duty use of or involvement with drugs or alcohol is damaging to the City's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use, or involvement adversely affects the employee's job performance. Any employee reporting to work under the influence of illegal drugs or alcohol (.02 bac or higher) may be disciplined, up to and including termination.

## J. REHABILITATION/TREATMENT.

1. It is the City's desire to assist employees who voluntarily request assistance with alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge the problem and seek and accept counseling and/or rehabilitation before it impairs job performance and/or jeopardizes the employee's employment.

2. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of absence to participate in a rehabilitation or treatment program. (An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action.) The leave of absence may be granted in the City's sole discretion. Factors considered by the City in deciding whether to grant leave include:

    - The length of the employee's employment with the City;
    - The employee's prior work and disciplinary history;
    - The employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation/treatment program;
    - The reputation of the program and the likelihood of a successful outcome;
    - The employee's compliance with City policies, rules, and prohibitions relating to conduct in the workplace;
    - The resulting hardship on the City due to the employee's absence. Unless otherwise required by law, it is the City's policy to grant such a leave of absence only once during the course of an employee's employment with the City.

3. The cost of any rehabilitation or treatment may be covered under the City's group health insurance policy. In any case, the employee is responsible for all costs associated with any rehabilitation or treatment program.

4. During time off for a City-approved rehabilitation or treatment program, the employee

must use any available vacation leave, sick leave, compensatory time off, or other accrued paid leave time.

5. If the employee successfully completes the prescribed rehabilitation or treatment, the City will make reasonable efforts to return the employee to the prior position or one of similar pay and status. However, employment with the City following a City-approved leave for rehabilitation or treatment is conditioned on the following:

   - Initial negative test for drugs and/or alcohol before returning to work;
   - A written release to return to work from the City-approved rehabilitation or treatment facility/program;
   - Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the City-approved rehabilitation or treatment program, if applicable;
   - In addition to any testing required in connection with the employee's ongoing treatment or follow-up to treatment, all employees who participate in rehabilitation or treatment under this section will also be required to submit to periodic and/or random testing by the City during the two years following the employee's return to work following treatment;
   - The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by Human Resources. The employee must meet with Human Resources to discuss the terms of continued employment and sign a formal agreement before returning to work.

## K. POLICY VIOLATIONS

Violations of this policy will lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police Department may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or Human Resources to receive assistance or referrals to appropriate resources in the community.

## L. TESTING

1. **Types of Tests**. Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, Intoxilyzer, blood, or other generally-accepted testing procedure. City employees are subject to five types of testing: pre-employment (applicants), post-accident (all employees), random (employees in safety-sensitive positions), reasonable suspicion (all employees), and return to duty (specific employees).

2. **Testing of Applicants**. All applicants to whom a conditional offer of employment has been made will be required to submit to testing for alcohol and illegal and unauthorized drugs. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of

employment or future employment with the City.

3. **Testing of Employees.**

- Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or "near miss," when reasonable suspicion exists, or in connection with any required treatment or rehabilitation. The City may conduct random testing on employees holding safety-sensitive positions.
- Police Department employees are also subject to any applicable departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
- For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee's behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
- Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee's normal work time.
- Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.
- A positive test result is a violation of the City's Drug and Alcohol Use Policy and may result in disciplinary action up to and including termination of employment. Any employee who is terminated for violation of the City's Drug and Alcohol Use Policy is ineligible for future employment with the City.
- The City has additional obligations when testing for controlled substances and alcohol for those employees who are licensed to drive commercial City vehicles regulated by the U.S. Department of Transportation. Please see the City's Drug and Alcohol Policy for DOT Employees for additional information.

**Testing Procedures.**

- All testing must normally be authorized in advance by both the employee's department director and Human Resources. If the department director is unavailable within a reasonable period of time, Human Resources may, with sole discretion, authorize the testing of an employee. If Human Resources is unavailable within a reasonable period of time, the department director may, with sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led the supervisor to

suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Testing should be arranged as soon as possible after the supervisor's articulable observations.

- If an employee's conduct resulted in a workplace accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the City's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, in its discretion, reassign the employee or put the employee on administrative leave until the test results are received. The City will make arrangements to have the employee transported home after the testing.
- All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the City. Positive test results may be subject to confirmation testing.
- Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by Human Resources; supervisors and managers on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

### M. SEARCHES

The City may conduct unannounced searches or inspections of the work site, including but not limited to City property used by employees such as lockers, file cabinets, desks, and offices, computer and electronic files, social media sites, cell phones, text messages, whether secured, unsecured or secured by a lock or password provided by the employee; the employee shall have no expectation of privacy. No supervisor has the authority to deviate from City policy. If reasonable suspicion exists, the City may also conduct unannounced searches or inspections of the employee's personal property located on City premises, including vehicles parked on City parking lots.

All searches must be authorized and conducted under the direction of Human Resources and/or the City Manager. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.

## SECTION 12. DRUG AND ALCOHOL POLICY FOR EMPLOYEES UNDER DOT REQUIREMENTS

### A. EMPLOYEES / APPLICANTS SUBJECT TO TESTING.

City employees who drive a commercial motor vehicle (CMV) requiring a Commercial Driver's License (CDL) as part of their job duties are subject to alcohol and drug testing as required by the

U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration and as outlined in this policy. The employee's supervisor or Human Resources will advise the employee if the employee is subject to DOT testing and the terms of this policy. Employees who are not required by DOT to hold a CDL are not subject to this policy. Applicants for employment for a position requiring a CDL are also subject to testing under this policy.

Employees covered by this policy are also required to comply with the City's Drug and Alcohol Use Policy. In other words, this DOT Drug and Alcohol Policy is in addition to, not in lieu of, the provisions of the City's general Drug and Alcohol Use Policy. DOT tests will be completely separate from non-DOT tests in all respects. DOT tests take priority and will be conducted and completed before a non-DOT test is begun. All drug and alcohol testing performed under this DOT Policy will comply with applicable DOT procedures. If this policy conflicts with DOT regulations in any way, the DOT regulations will govern.

An employee subject to the provisions of this policy may be a person employed by the City, a contractor engaged by the City or an employee of such contractor. City positions currently subject to the testing provisions of this policy are all drivers with Class A, Class B or Class C CDL's. The positions may change as job responsibilities change or as new jobs are added to the City's work force. Employees required by DOT to hold a CDL, due to the type of equipment they operate, are subject to this policy whether or not this list is immediately updated to include their job titles. Employees who hold these jobs are required to carry their CDLs when they are at work or are operating City equipment.

## B. PROHIBITED ALCOHOL USE.

1. **<u>On-duty and Pre-duty Use</u>.** Reporting for, or remaining on, duty requiring the performance of safety-sensitive functions is prohibited under the following conditions:

    - ♦ While having a breath alcohol concentration of 0.04 or more as indicated via breath test;
    - ♦ While using alcohol; or
    - ♦ Within 4 hours after using alcohol.

2. **<u>Use Following an Accident</u>**. An employee required to take a post-accident alcohol test pursuant to this policy is prohibited from using alcohol for 8 hours following the accident, or until undergoing a post-accident alcohol test, whichever occurs first.

## C. PROHIBITED DRUG USE

Illicit use of drugs by safety sensitive drivers is prohibited both on and off duty. An employee may not report for duty or remain on duty when using or after use of any controlled substances, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the employee that the substance will not adversely affect the employee's ability to safely operate a CMV. An employee may not report for duty, remain on duty or perform a safety sensitive function if the employee tests positive for controlled substances or has adulterated or substituted a test specimen.

## D. REQUIRED ALCOHOL AND DRUG TESTS

DOT requires the following testing for covered drivers: pre-employment, post-accident, random, reasonable suspicion, return-to-duty and follow-up testing. Before conducting any required DOT testing, the City will notify the driver that the alcohol or drug test is required by DOT regulations.

1. **Pre-employment Testing**. Drug and alcohol tests will be conducted after a conditional offer of employment is made, but before actually performing safety-sensitive functions for the first time. These tests are also required when employees are promoted, demoted or transferred into a safety sensitive driver position.

2. **Post-accident testing**. Drug and alcohol tests will be conducted after accidents in which the driver's performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation. Post-accident testing must be conducted as soon as practicable on all surviving drivers following an occurrence involving a CMV operating on a public road in commerce, as follows:

   - When the employee is issued a moving traffic violation citation and one or more of the vehicles involved is disabled and must be towed from the scene;
   - When the employee is issued a moving traffic violation citation, and any person involved in the accident is injured to the extent that he/she requires and receives immediate medical treatment away from the scene of the accident; or
   - In an accident involving a fatality, testing will be performed on anyone who was performing safety sensitive functions with respect to the vehicle.

   An employee subject to post-accident testing must remain readily available for such testing or will be deemed by the City to have refused to test. Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

In post-accident situations, the City may substitute a blood or breath alcohol test for a urine drug test, so long as the test is performed by state or local law enforcement officials using procedures required by their jurisdictions, provided such test results are received directly from the local jurisdiction or the driver. A positive post-accident test administered by law enforcement will result in the same action as a positive post-accident test performed at the City's behest.

- **Post-Accident Alcohol Testing**. If alcohol testing cannot be administered within 2 hours of one of the above listed occurrences, a written statement explaining why the alcohol test was not promptly administered must be provided to Human Resources by the appropriate supervisor. If alcohol testing cannot be administered within 8 hours after the occurrence, the City will cease attempts to administer an alcohol test and document the reasons the alcohol test was not administered. This report must be promptly forwarded to Human Resources.

- **Post-Accident Drug Testing**. A driver will be drug tested as soon as practicable but not later than 32 hours after one of the above listed occurrences. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to Human Resources.

3. **Reasonable Suspicion Testing**. Reasonable suspicion drug and alcohol testing is conducted when a trained supervisor has reason to believe that an employee is in violation of this policy. The reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee; the observations may also include indications of the chronic and withdrawal effects of controlled substances. The supervisor must consult with the Department Director (or designee) and affirm the basis of the suspicion. If the Department Director concurs, the employee will be required to undergo testing only after consultation with Human Resources. A written report of the reasonable suspicion observations must be prepared by the supervisor(s) who made the observation within 24 hours of the observed behavior or before the results of tests are released, whichever is earlier. This report must be promptly forwarded to Human Resources.

   - **Reasonable Suspicion Alcohol Testing**. Reasonable suspicion alcohol testing is permitted only if the reasonable suspicion observation is made during, just before, or just after, the period of the workday the employee is required to be in compliance with this policy. An employee may be directed to undergo reasonable suspicion testing only while the employee is performing, just before performing, or just after performing, safety sensitive functions.

     If alcohol testing cannot be administered within two (2) hours after the reasonable suspicion observation, a written statement that explains why the alcohol test was not promptly administered must be given to Human Resources. If alcohol testing cannot be administered within 8 hours after the observation, the City will cease attempts to administer an alcohol test, and the appropriate supervisor must immediately document the reasons that the alcohol test was not administered; this report must be promptly forwarded to Human Resources.

     Notwithstanding the absence of a reasonable suspicion alcohol test under this policy, an employee may not report for duty or remain on duty requiring the performance of safety sensitive functions while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. In such instances, the employee will not be permitted to perform or continue to perform safety sensitive functions until:

     - ✓ An alcohol test measures the employee's alcohol concentration at less than 0.02; or
     - ✓ 24 hours have elapsed since the reasonable suspicion observation was made.

   - **Reasonable Suspicion Drug Testing**. A driver will be drug tested as soon as practicable but not later than 32 hours after the reasonable suspicion observation. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to Human Resources.

4. **Random Testing**. Drivers are selected for random, unannounced drug and alcohol testing using a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the employee's Social Security number, payroll identification number, or other comparable identifying numbers. Each driver subject to this policy will have an equal chance of being tested each time random selections are made. The number of drivers randomly selected will be in accordance with applicable DOT regulations. Each driver randomly selected for testing will be tested during the selection period. Dates and times for random testing are unannounced and spread reasonably throughout the calendar year.

   Each driver selected for random testing must proceed to the test site immediately after notification; if, however, the driver is performing a safety-sensitive function, other than driving a CMV, at the time of notification, the City will instead ensure that the driver ceases to perform the safety-sensitive function and proceeds to the testing site as soon as possible. A driver will be randomly tested for alcohol just before, during, or just after performing, safety sensitive functions; random testing for drugs does not have to be conducted in immediate time proximity to performing safety sensitive functions.

5. **Return-to-duty and follow-up testing**. Return-to-duty tests are conducted when a driver who has violated DOT's prohibited drug and alcohol standards returns to performing safety sensitive duties. Follow-up tests are unannounced, and at least 6 tests must be conducted in the first 12 months after a driver returns to duty; follow-up tests may be extended for up to 60 months following a driver's return to duty. Drug tests must be negative and alcohol tests must demonstrate a breath alcohol level of less than 0.02. The driver will pay all costs associated with return-to-duty testing.

   When applicable, the City will follow all applicable DOT regulations in requiring return-to-duty and follow-up testing. The City is not, however, required to hire an applicant or continue the employment of a driver who has violated DOT drug and alcohol regulations or this policy, and it is the policy of the City not to do so.

   Thus, return-to-duty and follow-up tests are generally applicable only for those seeking assistance as set out below and, based on individual circumstances, for those who may have had an alcohol concentration of 0.02 or greater, but less than 0.04.

## E. REFUSAL TO TEST

An employee who refuses to be tested in any of the above circumstances, who obstructs the testing process, or who tampers with/alters a specimen, will not be permitted to perform or continue to perform safety sensitive functions and will likely be terminated. An applicant who does one of these prohibited acts will not be hired. Except in the case of pre-employment testing, a refusal to test includes the failure to appear for testing within a reasonable time, as well as failure to remain at the testing site until the testing process is complete. Failure to test also includes the failure to provide the required sample with no adequate medical explanation, and the failure to cooperate with any part of the testing process (e.g., refusing to empty pockets when asked to do so, behaving in a confrontational way that disrupts the collection process, or failure to undergo a medical exam or evaluation as directed by the physician medical review officer (MRO) as part of the verification process).

## F. ADDITIONAL INFORMATION ABOUT ALCOHOL TESTING.

1. **Consequences of a Positive Alcohol Test.** An employee who is tested and has an alcohol concentration of 0.04 or greater will be removed from safety sensitive functions and may be terminated. An employee who is tested and has an alcohol concentration of .02 to.039 will not be permitted to perform safety sensitive functions for a minimum of 24 hours and will be disciplined, up to and including termination. If not terminated, then the employee will receive a mandatory referral to a substance abuse professional. Any non-compliance with the treatment recommendations of the substance abuse professional will result in disciplinary action, up to and including termination. (The employee will be placed on administrative leave without pay during the treatment period. That employee may use accrued sick leave during the treatment period.)

2. **Alcohol Testing Procedures**. A trained breath alcohol technician will conduct alcohol tests. If the alcohol concentration is 0.02 or greater, a second confirmation test will be conducted in accordance with DOT regulations, the results of which will determine any actions taken. Any result of less than 0.02 alcohol concentration is considered a "negative" test. The second, confirmation test results determine if the employee is in violation of this policy. Testing procedures that ensure accuracy, reliability and confidentiality of test results will be followed pursuant to DOT regulations.

## G. ADDITIONAL INFORMATION ABOUT DRUG TESTING.

1. **Drug Testing Procedures**. Drug testing is conducted by analyzing a driver's urine specimen at a lab certified by the U.S. Department of Health and Human Services. The driver provides a specimen in a location that affords privacy, and the "collector" seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug-testing lab. "Split" urine specimens provide drivers with an opportunity for a second test, if needed.

2. If the driver challenges the validity of the test, then the employee has 72 hours to request that the split specimen be sent for testing to another certified lab approved by Human Resources. The second test will be at the driver's own expense.

3. **Drugs Tested For.** DOT requires testing for the following drugs:

   - Marijuana (THC)
   - Cocaine
   - Amphetamines
   - Opiates
   - Phencyclidine (PCP)

   A screening test is performed first. If the results are positive for one or more of these drugs, then a confirmation test is performed. Whenever the terms "drug," "drugs" or "controlled substances" are used in this policy, they refer to the substances listed above. The City will not test for any other substances under this policy. The City may, however, (1) test for

other controlled substances pursuant to its general Drug and Alcohol Use Policy; or (2) modify the list of DOT tested drugs at the direction of DOT.

4. **Review of Drug Test Results**. All positive drug test results are reviewed and interpreted by a physician medical review officer (MRO) before they are reported to the City. If the lab reports a positive result to the MRO, the MRO will contact the driver (either in person or by phone) and will conduct an interview to determine if there is an alternative medical explanation for the drug(s) found in the driver's urine specimen. If the driver provides appropriate documentation and the MRO determines that it is a legitimate medical use of the prohibited drug(s), the drug test result is reported as a negative to the City.

5. **Consequences of a Positive Drug Test**. A driver will be removed from safety sensitive duties and placed on administrative leave if the test returns a positive for drugs. The removal cannot take place until the MRO has interviewed the driver and determined that the positive test resulted from the unauthorized use of a controlled substance. A confirmed positive drug result will result in termination of employment.

## H. CONFIDENTIALITY

Test results may be released only to the driver, designated City officials, a substance abuse professional, laboratory officials or a medical review officer (MRO). Records will also be made available to a subsequent employer or other identified person upon the driver's specific written request. Test results will not be released to others except as required by law or expressly authorized in the applicable DOT regulations (e.g., the decision maker in a lawsuit, appeal or administrative proceeding initiated by or on behalf of the driver and arising from a positive DOT drug or alcohol test or refusal to test; this includes workers compensation and unemployment proceedings.)

All test results will be kept in a confidential file by Human Resources. Management and supervisory personnel who are authorized to have access to alcohol and drug testing results must maintain complete confidentiality regarding this information. City employees who make a reasonable suspicion observation or who witness an accident must also maintain confidentiality. Breach of confidentiality relating to test results, or any other related matters, will likely result in disciplinary action, up to and including termination of employment.

## I. INFORMATION FROM PRIOR EMPLOYERS

For new hires, promotions and transferred employee-drivers seeking to perform safety sensitive functions for the first time, the City is required, with the driver's written consent, to obtain information from previous employers regarding alcohol test results of 0.04 or greater, verified positive drug test results, refusals to test (including verified adulterated or substituted drug test results), and any other violation of DOT drug and alcohol testing regulations within the two years prior to the date of the driver's application, promotion or transfer. Affected individuals must sign a Breath Alcohol and Drug Testing Results Request. The City will obtain and review the information before allowing the person to perform safety sensitive functions. If the City receives any such information about an applicant-driver, the applicant will not be hired; if such information is received about an employee seeking promotion or transfer, the employee will not be promoted or transferred to the driver position and may also receive disciplinary action, up to and including termination of employment.

The City will maintain a written, confidential record of the information it obtains and/or the good faith efforts it made to obtain the information. This information will be retained for a minimum of three (3) years. The City will also ask if the person has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the driver applied for, but did not obtain, safety sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two (2) years. If the person admits to such conduct, the person will not be allowed to perform safety sensitive functions for the City. If the driver refuses to provide the City with the required written consent, the driver will not be permitted to perform safety sensitive functions and will likely be disciplined (up to and including termination of employment) if employed, or not hired if applying for employment.

## J. NOTIFICATION TO APPLICANTS/EMPLOYEES OF POSITIVE TEST RESULTS

The City will notify applicants of the results of a pre-employment drug test if the applicant requests such results within 60 calendar days of being notified of the disposition of the employment application. The City will notify an employee of the results of random, reasonable suspicion and post-accident drug tests if the test results are confirmed positive, and also which controlled substance(s) verified positive after the MRO confirms the positive. The City will also make reasonable efforts to contact and request each driver who tested positive to contact and discuss the results of their drug test with an MRO who has been unable to contact the driver. The City will immediately notify the MRO that the driver has been notified to contact the MRO within 72 hours.

## K. EMPLOYEE ADMISSION OF DRUG/ALCOHOL USE

An employee who admits to alcohol misuse or drug use must do so in accordance with the City's general Drug and Alcohol Use Policy; provided, however, the employee may not self-identify in order to avoid the testing requirements of this DOT policy. Further, the employee must make the admission prior to performing a safety sensitive function, i.e., prior to reporting for duty.

The employee may not perform a safety sensitive function until the City is satisfied that the employee has been evaluated and has successfully completed educational or treatment requirements in accordance with the City's general Drug and Alcohol Use Policy.

A drug and alcohol abuse evaluation expert, i.e., an EAP professional, a substance abuse professional or a qualified drug and alcohol counselor, will determine successful completion. Prior to the employee performing safety sensitive functions, the employee must undergo a return to duty alcohol test with a result of less than 0.02 and/or a return to duty drug test with a negative test result.

## L. SAFETY SENSITIVE FUNCTIONS

For purposes of this policy, safety sensitive function or duty means all the time from the time a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety sensitive functions/duties include:

1. All time at a City, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the City;

2. All time inspecting equipment as required by applicable DOT regulations or otherwise

inspecting, servicing, or conditioning any CMV at any time;

3. All time spent at the driving controls of a CMV in operation;

4. All time, other than driving time, in or upon any CMV;

5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and

6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

## M. TRANSPORTATION TO TESTING SITE

With the exception of pre-employment and random testing, employees will be driven to the testing facility by a supervisor. The supervisor will remain with the employee during the testing process. The City will make arrangements to have the employee transported back to the City or home, as appropriate, after the testing is complete.

## N. QUESTIONS

Anyone with questions regarding this policy should contact Human Resources.

# SECTION 13. PERFORMANCE APPRAISALS

## A. PURPOSES OF PERFORMANCE APPRAISAL SYSTEM

The City uses a thorough performance appraisal system for assisting supervisors in communicating job expectations, measuring the employee's level of past performance, recognizing employee achievements and exemplary performance, and strengthening the supervisor-employee relationship. The performance appraisal system provides necessary information for management decisions including career development and training, assignments, advancements, transfers, disciplinary actions, retention, compensation, etc. The purpose of the performance appraisal system as outlined herein is to achieve optimum employee performance resulting in outstanding citizen service.

## B. SCHEDULE

1. Regular full time and part time employees are eligible for:

   - A performance review after six (6) months of their initial probationary period, except for new Police Officers, who serve a twelve (12) month probationary period; and

   - Annual performance appraisal in December of each year.

   - Newly transferred or promoted employees who are serving their initial probationary period may also receive periodic evaluations during their probationary period.

- Department directors are not governed by the above schedule; the City Manager's office establishes a performance appraisal system for director-level positions.

## C. PERFORMANCE APPRAISAL PROCESS

1. **Written Appraisals**. All performance appraisal information must be written where required and forwarded to Human Resources for retention in the employee's official personnel file. An appraisal is considered complete at the time the employee signs and dates the appraisal document, or the supervisor and/or department director has a witness acknowledge the employee's refusal to sign the appraisal document.

2. **Clear Communication**. Supervisors will strive to clearly communicate all elements of job performance, key result areas, performance standards, measures, goals, strengths and areas of development needed. Each employee will sign and date a copy of the performance appraisal when it is reviewed with him, or her and the supervisor will forward a copy to Human Resources for filing in the employee's official personnel file and provide the employee a copy.

3. **Reviewers Properly Trained**. Department directors are expected to ensure compliance with this policy and ensure that supervisors and managers under their direction are adequately trained in the performance appraisal process. In order to correct any obvious errors or rating bias, department directors and/or mid-level managers are encouraged to review all performance appraisal documents for validity prior to the department supervisor conducting the performance appraisal meeting with the affected employee.

4. **Human Resources Responsibilities**. Human Resources will review all appraisal documents for obvious errors and return them to the department directors for any clarifications or procedural corrections. Human Resources is responsible for maintaining original appraisal documents in the City's official personnel files and for timely processing appraisals for any compensation due.

5. **Employee Responsibilities**. Employees are expected to be knowledgeable of their essential job functions and key result areas and maintain established performance standards and requirements as outlined. Employees are encouraged to address issues and concerns regarding their annual performance appraisal with their evaluating supervisor. If the employee is unable to resolve issues and concerns with the evaluating supervisor, the employee may address them with the department director; if the department director is the evaluating supervisor, the employee may go to the City Manager to address concerns.

## D. PERFORMANCE APPRAISAL APPEALS

Employees have the right to present an appeal concerning their performance appraisal. The performance appraisal appeal will follow the grievance procedure guidelines (See the Section on **Grievances**), through the City Manager level. The City Manager's decision is final.

## SECTION 14. EMPLOYEE CONDUCT & WORK RULES / DISCIPLINARY ACTION

### A. PURPOSE

To ensure orderly and productive operations and provide the best possible work environment, the City requires employees to follow rules of conduct that will protect the interests and safety of the City, its citizens and employees.

### B. PROGRESSIVE DISCIPLINE

In certain instances, the City will use a progressive disciplinary system. The City is not obligated to use all of the progressive disciplinary steps available, and may begin the disciplinary process at any level, up to and including immediate discharge, depending upon the severity of the conduct, the employee's work performance and prior disciplinary history, the employee's length of service, and any mitigating circumstances. **At-will employment status is not affected by the use the progressive discipline process.** Depending on the circumstances of each individual case, disciplinary action may consist of one or more of the following:

- oral warning
- letter of counseling
- written reprimand
- probation
- suspension (without pay)
- demotion
- Performance Improvement Plans
- discharge

### C. DOCUMENTATION

All forms of discipline, other than oral warnings, must be documented and will be placed in the employee's personnel file. Even an oral warning should be noted in writing by the supervisor or director issuing the oral warning; the employee should be asked to acknowledge the oral warning, and the note, signed by the employee and the person conducting the oral warning, should be sent to the employee's personnel file.

Any written disciplinary action should set forth:

1. Examples of conduct, incidents, actions, or failures to act, that resulted in the discipline;
2. The discipline to be imposed,
3. The effective dates, and
4. If the action is not a dismissal, the likely effect if the employee continues to perform, or to fail to perform, in the manner that resulted in the disciplinary action.

In the event an employee is to be discharged, the supervisor, prior to taking the action, shall forward a copy of the documentation to Human Resources for review, who shall forward a copy of the proposed dismissal to the City Manager. The supervisor will also make a recommendation concerning the possible rehiring (or not rehiring) of the person in the future.

## D. SUPERVISORY RESPONSIBILITY

All employees with the responsibility and authority to supervise and direct employees under their control shall administer policies and procedures within their scope of authority; document their subordinates' job performance, conduct, and behavior as appropriate; properly conduct evaluations of subordinates in a timely manner; and discipline their subordinates as required under their departmental and/or City policies and procedures. Employees with supervisory responsibilities shall also address performance appeals submitted to them, as provided by policy, in a professional manner. The intent of these policies is to attempt to resolve such issues at the lowest possible supervisory level.

## E. REVIEW BY HUMAN RESOURCES MANAGER AND APPROVAL BY CITY MANAGER

Any proposed disciplinary action in excess of an oral warning must be reviewed by Human Resources prior to being given to the employee. This applies to both employees serving the initial probationary period and regular employees that have completed the initial probationary period.

Disciplinary actions, other than oral or written warnings, require the advance approval of Human Resources unless an emergency situation exists. Any written notice of disciplinary action will be included in the employee's personnel file.

## F. APPEAL RIGHTS

Where a disciplinary action involves a suspension of one (1) day (or one (1) shift) or more, demotion, and/or termination, the employee will normally be given an opportunity to respond to the allegations prior to disciplinary action being taken. However, positions classified as Director level and above are employed at the will and pleasure of the City Manager and have no right of appeal for any type of disciplinary action, including termination. Employees serving the initial probationary period have no right of appeal for disciplinary action taken against them.

## G. PROHIBITED ACTIVITIES

Disciplinary action will be imposed for violations of City or departmental policies and procedures, codes of conduct, rules and regulations, either written or verbal. In addition, acts which are not specifically addressed in policies and procedures, codes of conduct, and rules and regulations, yet may adversely affect the City or put the health and safety of fellow employees, citizens, or other third parties at risk, may also result in disciplinary action. It is impossible to list all the forms of behavior that are considered unacceptable in the workplace. The following are some examples of conduct that will likely result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or use of City property or other property not belonging to the employee;

- Falsification of timekeeping or other records, including employment application;
- Reporting for work or working under the influence of or a presence in the system of alcohol or illegal drugs;
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating City-owned equipment;
- Violation of City's policy regarding sexual or other unlawful harassment;
- Interfering with work schedules or another employee's ability to work;
- Misuse of City telephones, computers, mail systems, internet, etc.;
- Excessive or unscheduled absenteeism, tardiness in reporting for work or returning from lunch and breaks, or absence without notice and/or approval;
- Breaks in excess of the allotted time allowed;
- Violation of smoking/tobacco policy;
- Violation of safety or health rules and failure to immediately report an on-the-job injury/accident;
- Profanity, abusive language, or racial slurs;
- Unauthorized disclosure of confidential information;
- Violation of any provision of the City Charter;
- Violation of City or departmental policies, codes of conduct, rules and procedures;
- Coercion, intimidation, or threats against citizens, supervisors, co-workers, City officials**,** or others;
- Making or publishing false, vicious, or malicious statements about the City, or a City employee or citizen, or others;
- Unsatisfactory performance or conduct;
- Inefficiency, incompetence, or neglect of duty;
- Fighting, provoking or instigating a fight, or threatening violence;
- Disruptive activity in the workplace;
- Engaging in a work stoppage;
- Conduct which results in waste or damage of a co-workers, the City's, or citizen-owned property;
- Insubordination or other disrespectful or unprofessional conduct;
- Discourteous treatment of the public;
- Possession of weapons on City time, City premises, or while on City business (except for licensed police officers required to carry a weapon as part of their job duties or employees with concealed handgun license with permitted weapon locked in their personal vehicle);
- Violation of local, state or federal law;

- Conviction of a felony, including reasonable belief employee has committed a crime under Texas Penal Code or Class A or B misdemeanor involving moral turpitude, or repeated conviction of Class C misdemeanor charges, or any crime;
- Failure to timely return to work upon conclusion of authorized leave or disciplinary suspension;
- Outside employment that conflicts with, or potentially conflicts with, City interests;
- Acceptance of payment of any kind for activities related to City employment;
- Failure or refusal to follow lawful orders;
- Sleeping on the job;
- Dishonesty, including misrepresentation during the hiring process; or
- An accumulation of minor infractions.

## H. DISCIPLINARY MEETING

A disciplinary meeting will be scheduled prior to the imposition of a suspension of one (1) day (or one (1) shift) or more, demotion, or termination. The department director, the affected employee, (the meeting may also include a representative from Human Resources) attend the disciplinary meeting. During the meeting, the affected employee will be given an opportunity to present an explanation of the conduct leading up to the proposed disciplinary action. Employees will be given advance notice of the meeting. Employees may, in the City's sole discretion, be placed on administrative leave prior to, during, or after the disciplinary meeting. The employee will be notified of the City's determination following the meeting.

## I. ADMINISTRATIVE LEAVE

During an investigation into alleged offenses or violations of City policies, the City may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay, and may be charged to available accrued leave if authorized by the City Manager.

## J. ADDITIONAL INFORMATION

For additional information regarding procedures to be followed if the discipline results in separation by involuntary dismissal see the following sections of this manual relating to **Separations**.

# SECTION 15. SEPARATIONS

## A. TYPES OF SEPARATIONS

The City designates all employee separations as one of the following types:

1. **Resignation.** An employee who intends to resign is expected to notify the supervisor and/or Human Resources in writing at least (2) two weeks prior to the last day of work.

Department Managers are expected to notify the City Manager and Human Resources at least thirty (30) days in advance. Employees who fail to give the required advance notice are typically not eligible for rehire.

2. **Retirement**. An employee who intends to retire is requested to notify the department director, supervisor, and Human Resources, in writing at least one month prior to the date of retirement. The Texas Municipal Retirement System (TMRS) application for retirement must be in the TMRS office the day of intended retirement date to lock in the in-service-date.

   - **Retiree Health Coverage.** An employee who retires from City employment and who is entitled to receive retirement benefits from TMRS is entitled to purchase continued health benefits coverage for the retiree and eligible dependents unless the person is eligible for group health benefits coverage through another employer. To receive continued coverage under the plan, the employee must inform Human Resources before the date of retirement.

     An employee can elect retiree coverage only if covered under the plan at the time of retirement. Similarly, a retiree may elect to cover only those eligible dependents that were covered under the plan at the time the employee retired. A person who was not covered under the plan at the time of the employee's retirement is not eligible for retiree coverage.

3. **Dismissal/Termination**. The City may terminate an employee's employment as a result of unsatisfactory performance or conduct and/or violation of City policies or procedures, including a new hire who fails the probationary period. City employees who are terminated, or who resign in lieu of termination, due to unsatisfactory performance, pending results of an investigation, or conduct and/or violation of City policies or procedures, are not eligible for rehire.

   Dismissal may also occur for the following:

   - **Job Abandonment.** If an employee fails to properly notify the City of an absence from work or if an employee is absent without authorization and/or notification for three (3) or more consecutive days, the City will normally consider the employee to have abandoned employment, and the employee will be terminated.

   - **Long-Term Absence.** Leave of absence beyond 180 days may be granted if it is a reasonable accommodation justified by medical necessity.

     - ✓ This policy will be administered consistently with the City's obligations under the Americans with Disabilities Act and the Amendments to the Americans with Disabilities Act.

   - **Incapacity**. An employee may be terminated for incapacity when the employee no longer meets the physical or mental requirements of the job with or without accommodations. A termination for incapacity is not considered a disciplinary action. The employee may receive accrued vacation and sick leave benefits if provided by policy, payable upon termination.

- **Reductions-in-Force/Reorganization.** An employee may be separated from City service when it is deemed necessary by reason of shortage of funds or work, the elimination of the position, other material change in the duties of the organization, or for other reasons which are outside the employee's control, and which do not reflect discredit upon the service of the employee.

  When reductions in force are necessary, decisions on individual separations will be made after considering:

  - ✓ The relative necessity of each position to the organization,
  - ✓ The performance record of each employee,
  - ✓ Qualifications of the employee for remaining positions with the city, and
  - ✓ The employee's length of service with the city.

  Employees who have been laid off may reapply to the City for another position. Qualified former employees will be given priority consideration in the event of a vacancy.

  When a regular employee who has been employed by the city for 12 continuous months is dismissed as a result of a reduction in force, he or she will be given a minimum of two (2) weeks' written notice and paid in full to the time of discharge including accrued benefits. In addition, the City department director will attempt to guide the employee to any available, suitable job openings in the area for which the employee qualifies.

- **Death.** If a City employee dies, the designated beneficiary or estate will be paid all earned pay and payable benefits.

**Separation Agreements/Severance Agreements.** At the City's sole discretion, an employee may be offered a Separation Agreement or a Severance Agreement relating to the employee's termination of employment. All Separation Agreements or Severance Agreements offered to department heads whose termination or removal requires City Council approval as stipulated in the City Charter, regardless of the financial terms or dollar amount, shall require prior approval by the City Council. **Procedure for Approval:**

1. The City Manager shall present all proposed department head separation agreements to the City Council for review and approval during a duly noticed public meeting.

2. The presentation shall include all relevant details of the agreement, including but not limited to the reasons for the separation, the financial terms, and any other pertinent information. Portions of the presentation may be made in closed session of the Council, as permitted by law.

## B. EXIT INTERVIEWS

The City usually provides separating employees with an exit interview prior to their last day of work. The purpose of the exit interview is to finalize all compensation due, return City equipment, provide explanation of any continuing benefits, review employment history, discuss the reason(s)

for the separation, and solicit constructive feedback to improve the City. Human Resources shall complete an Exit Interview Form, and the supervisor also completes a form.

Exit interviews are conducted confidentially by Human Resources. Information discussed during the exit interview may be shared with the City Manager's office and acted upon as deemed appropriate by the City. The department director (or designee) is responsible for promptly notifying Human Resources of all separations, arranging for the exit interview, and providing documentation of receipt of all departmental and/or City property from the exiting employee.

## SECTION 16. GRIEVANCES

### A. POLICY

It is the policy of the City, insofar as possible, to prevent the occurrence of grievances, and to deal promptly with those that occur. No adverse action will be taken against an employee who files a grievance in good faith with a reasonable belief in the grievance and who does not provide false information during the investigation.

The Texas Whistle Blower Act provides that the City may not suspend or terminate the employment of, or otherwise discriminate against, a City employee who reports a violation of law to an appropriate law enforcement authority, if the employee report is made in good faith.

An employee may file a grievance regarding their wages, hours, or conditions of employment, including but not limited to one or more of the following grounds:

- Improper application of rules, regulations, and procedures (but not the rules, regulations, and procedures themselves);
- Unfair treatment;
- Illegal discrimination based on race, religion, color, sex (including sexual harassment), age, disability, or national origin;
- Improper application of fringe benefits; or
- Improper or unsafe working conditions.

The City follows a grievance procedure which ensures a uniform process in the City's consideration of work-related grievances. Elements of the process include the right to be represented, the right to mount a defense, and the right to present written response(s) regarding resolution of the grievance.

### B. FINAL AUTHORITY

Grievances can be appealed through the employee's supervisor to the City Manager whose decision is final. City Council is the final authority regarding complaints and/or grievances against the City Manager.

### C. PROCEDURE

The following procedures are applicable to regular employees. If a grievance involves a complaint against the employee's immediate supervisor or department head, the complaint should be directed immediately to the Human Resources Department. In consultation with the City Attorney, the Human Resources Department will review the dispute, consider the facts, and may conduct an investigation. If a grievance involves a complaint against the Human Resources Director, the complaint should be directed to the City Manager or City Attorney.

1. **Informal Grievances**. The first step in the grievance procedure is for the employee to attempt to resolve the grievance by informal conference with his or her supervisor. If this informal conference does not result in a resolution of the problem(s) that is satisfactory to the employee, he or she may file a formal, written grievance.

2. **Formal Grievances**. Formal grievances must be in writing on a form provided by the Human Resources Department, signed by the employee, and presented to the employee's supervisor within twenty (20) City working days after the event(s) forming the basis of the grievance allegedly occurred or were reasonably discovered by the grievant. A statement of the specific remedial action requested by the employee must be included in the written grievance.

   An employee may be represented throughout the grievance process by a representative of their choice, including another City employee.

   The employee's supervisor shall, or if the complaint/grievance is against the immediate supervisor or department head, Human Resources Director shall:

   - Schedule and conduct a meeting with the employee and their representative (if any) within ten (10) City working days of receipt of the written grievance to allow the employee to present their grievance, including submission of written materials that the employee deems relevant to the resolution of the grievance;

   - Communicate a written decision on the grievance to the employee within fifteen (15) City working days after receipt of the grievance, sending a copy of the proposed resolution to the employee's file in the Human Resources Department, to the City Manager, as well as the department head.

   **Written Appeal.** If no meeting is scheduled and held as required above, or if an employee receives no written resolution from the supervisor within fifteen (15) working days from the date on which the grievance meeting was held, or if the employee is not satisfied with the proposed written resolution from the supervisor, the employee may file a written appeal with the department director within ten (10) City working days after receipt of the written decision, or the time period for the receipt of a proposed resolution has elapsed.

   The department director will review the file materials; consult with the Human Resources Director; and schedule a meeting with the parties involved no later than five (5) working days after receipt of the grievance appeal. Following the meeting, the department director shall respond in writing to the employee within ten (10) working days of the date on which the appeal was received in the department director's office, sending a copy to Human Resources and the City Manager.

**Next Level Written Appeal.** If the employee receives no written resolution from the department head within ten (10) working days from the date on which the appeal was filed with the department head, or if the employee is not satisfied with the department head's proposed resolution of the appeal, the employee may file a written appeal with the City Manager within ten (10) working days.

The City Manager shall review the file materials; consult with the Human Resources Director; and schedule a meeting with the parties involved no later than five (5) working days after receipt of the grievance appeal. Following the meeting, the City Manager shall respond in writing to the employee within ten (10) working days of the date on which the appeal was received in the City Manager's office, sending a copy to Human Resources.

The decision of the City Manager is final and cannot be appealed further within the City.

3. **Maximum Time Periods**. At each stage of the grievance process, the time periods specified are maximums. Grievances should be dealt with promptly and written responses provided as quickly as possible.

4. **Documentation**. Copies of all documentation relating to the grievance will be forwarded to Human Resources Director immediately upon conclusion of each step in the grievance process and will be placed in the employee's personnel file.

5. **Grievances Relating to Sexual or Other Harassment or Discrimination**. Any employee may file a grievance related to alleged sexual harassment or discrimination on the basis of race, religion, color, sex (including sexual or other harassment), national origin, age, or disability.

   - The initial written grievance may, at the employee's option, be submitted directly to Human Resources immediately.
   - If the grievant alleges discrimination or sexual or other harassment by the City Manager, the employee may file the grievance directly with Human Resources or with the City Attorney. Such grievances shall also be filed within 10 working days of the alleged discriminatory act. In such instances, to allow adequate time for proper investigation, the total cumulative time period which would have been allowed at the other steps in the grievance process is available to the appropriate authority before his or her written resolution of the grievance is required to be received by the employee.
   - In all instances of alleged discrimination or sexual or other harassment, the City Attorney will be consulted before a written resolution is provided to the grievant.

6. **Grievances against the City Manager.** If an employee files a grievance complaining of the actions of the City Manager, the employee should bypass the Work-Related Problems procedure and submit the written grievance form to the City Attorney directly to initiate the process with the City Council. Such grievances will be resolved by the City Council using a process as similar to the standard grievance process as possible given the requirements of the Open Meetings Act.

7. **Requirement for Appeal if Dissatisfied**. If the employee is dissatisfied with any proposed resolution during the grievance process, he or she must appeal to the next step within the

established time period. Failure to appeal implies that the employee is satisfied with the latest resolution.

## SECTION 17. PERSONNEL RECORDS

### A. PERSONNEL FILES

An employee's official personnel file contains all documents related to an employee's employment relationship with the City, except for medical records and I-9 forms.

An employee's personnel file does not contain information regarding an employee's medical record(s), nor does it contain any information relating to drug or alcohol testing. These medical files are confidential and are not released to anyone unless a "need to know" has been clearly established. Only Human Resources has routine access to employee medical records.

Federal law requires that the City maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the City maintains a separate medical file for each employee. Human Resources maintains these confidential medical files.

It is important that employees understand that medical records are confidential but that the confidentiality may be waived when the employee provides medical information to the supervisor or the other City employees, except Human Resources. When an employee provides information to the supervisor, the supervisor is expected to share the information only on an "as needed" basis with other members of management and with Human Resources.

In addition to protecting their own confidential medical information, employees must also respect the privacy and confidentiality of other co-workers' medical information. Employees are expected to use discretion and judgment when dealing with such information and should not disclose any information, gossip, rumors, or anything else that may constitute an invasion of a co-worker's privacy or breach of confidentiality. Failure to adhere to this policy will result in disciplinary action, up to and including, termination of employment.

The City must maintain current and accurate records of all employees' addresses and telephone numbers. It may become necessary to write or telephone an Employee at home about working conditions or schedules. Each employee must promptly inform Human Resources of any changes in an address or telephone number. Employees must also promptly inform Human Resources of any changes in family status such as marriage, divorce, or births. Failure to do so may affect the ability to offer or continue any health benefits to which you or your dependents may be entitled. Any of the above changes should be reported at the time the changes occur.

As governed by the Texas Public Information Act, the employee may request, review, and obtain a copy of their personnel file.

Any request to inspect or copy personnel records must be made in writing with advance notice to Human Resources. The request form can be obtained from the Human Resources Department. The employee's request must be approved prior to the review of their personnel file.

The employee's personnel records may be made available to review at the Human Resources Department. In accordance with the Texas Public Information Act, the records will be made available no later than 30 calendar days from the date the City receives their written request to inspect or copy their personnel records. The City shall attempt to produce the personnel records as soon as practicable following the request, and no later than 10 City working days from the date of the request. If the request cannot be fulfilled within 10 City working days, the employee will be notified in writing no later than the 10th City working day of when the records will be available. In no event shall it take longer than 30 calendar days to produce personnel records to the employee (unless you/your representative and the City mutually agree in writing to a date beyond 30 calendar days but in no event later than 35 calendar days from receipt of the written request).

The City will strictly limit accessibility of personnel records to the employee, the employee's designated representative, the employee's immediate supervisor, department director, Finance Department or designee (material is restricted to financial matters), the Human Resources Department, the City Manager, the City Attorney, and any duly sworn officer of the court upon proper subpoena, court order, or written request, except when a request for personnel information is required under the Texas Public Information Act. In instances where a request has been made under the Texas Public Information Act for information contained in an employee's personnel file, the employee will be notified in writing that such a request has been made, along with the name of the person making the request.

Disclosure of personnel information to outside sources will be limited. However, the City will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations, and as otherwise legally required.

## B. INFORMATION DISCLOSURE ELECTION

Each employee may choose whether the City discloses the employee's home address and telephone number to the public on request. If a new employee does not request confidentiality within the first fourteen (14) days of employment, the home address and telephone number on file are considered public information, with the exception of police officers, whose addresses and telephone numbers are not public information.

However, employees may change their election for disclosure or confidentiality at any time. A form for designating this information as confidential or public is available from the Human Recourses Manager.

## SECTION 19. ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

The Employee Handbook contains important information about the City, and I understand that I should consult the Human Resources Department regarding any questions not answered in the handbook. I have entered into my employment relationship with the City voluntarily and understand that there is no specified length of employment. Accordingly, either the City or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice.

I understand and agree that no person other than the City Manager or the City Council may enter into an employment agreement for any specified period of time or make any agreement contrary to the City 's stated employment-at-will policy.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur, except to the City 's policy of employment-at-will. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the City Manager or the City Council have the ability to adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally binding agreement. I have had an opportunity to read the handbook, and I understand that I may ask my supervisor or any employee of the Human Resources Department with any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it. I further agree that if I remain with the City following any modifications to the handbook, I thereby accept and agree to such changes. City Council members will also be provided with a copy of these policies.

I have received a copy of the City’s Employee Handbook – Policies and Procedures on the date listed below. I understand that I am expected to read the entire handbook. I understand that the official current version of the handbook is maintained in the Hyman Resources department Additionally, I will sign two copies of this Acknowledgment of Receipt, retain one copy for myself, and return one copy to the City’s Human Resources department on the date specified. I understand that this form will be retained in my personnel file. I further acknowledge that I will be notified via email of any changes to the contents of the handbook, and that upon such email notice I will sign two copies of this Acknowledgement of Receipt and will retain one copy for myself and return one copy to the City’s Human Resources department.

_____ _____

*Employee Signature* *Date*

**THIS PAGE IS TO BE DATED, SIGNED AND RETURNED TO THE HUMAN RESOURCES DEPARTMENT UPON RECEIVING A COPY OF THESE POLICIES AND PROCEDURES**

# City of Lago Vista

# Employee Handbook
## Policies and Procedures

# City of Lago Vista
# Personnel Policies and Procedures
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# SECTION 1. GENERAL POLICIES

## A. PURPOSE OF THESE POLICIES

The purpose of these Personnel Policies is to provide a uniform set of guidelines governing employment with the City. The policies contained here inform employees of the benefits and obligations of employment with the City. They have been prepared and adopted in order to promote consistent, equitable, and effective practices by both employees and supervisors. These policies have also been prepared to provide a high quality of public service to the citizens of this City. These policies do not in any way constitute a contract of employment with the city.

## B. AUTHORITY

These policies are established by the City Council, and any deletions, amendments, revisions, or additions to the policies must be approved by the Council. These policies completely replace and supersede any and all personnel policies previously adopted, either individually or as a set of policies, by the City Council. The City may also issue additional policies and procedures from time-to-time. No oral statements or representations can in any way change or alter the provisions of these Policies. General and final authority for personnel/employee administration rests with the City Manager, with the exception of matters reserved to the City Council by state law or the City Charter and matters involving the City Manager directly as an employee of the City.

Any changes to the contents of the handbook will be immediately updated in the electronic version of the handbook maintained in the Human Resources department; therefore, the only current handbook and set of policies is the electronic version which supersedes any other version in any form. Employees will be notified promptly via email of any changes to the contents of the handbook, and asked to return an executed acknowledgement of receipt of the revisions.

1. **Management Authority and Amendments**. The City may modify, revoke, suspend, interpret, terminate, or change any or all of its policies and procedures, in whole or in part, at any time, with or without notice. The issuance of these policies and procedures does not constitute a contract between the City and its employees. Nothing in these Policies or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued or guaranteed employment for any Employee. Either the City or the employee can terminate the employment relationship at any time, for any reason.

   Policy administration rests with City management and City management reserves sole authority to administer City operations. Authority may be delegated to appropriate staff members to act in the City Manager's behalf in the administration of these policies; however, the final authority on personnel decisions shall be reserved to the City Manager. Operational changes to any policy, practice, or process will require approval by the City Manager.

No City supervisor is authorized to modify these policies for any employee or to enter into any agreement, oral or written, in conflict with these policies.

2. **Departmental Policy and Procedural Requirements**. Individual City departments may develop policies and procedures that are consistent with City policies and procedures. Department policies and procedures that are operational and do not relate to those in this handbook, or other approved operational manuals, do not need to be reviewed and approved by the Human Resources Director other appropriate departments. All employment-related department policies must be reviewed by the Human Resources Director, and if necessary, the City Manager. Department directors are responsible for obtaining the necessary review and approval prior to issuing such departmental policies and procedures.

   Departmental policies and procedures will not become effective unless they have been reviewed and approved in accordance with this policy.

3. **Miscellaneous**. Policies and procedures apply to all employees of the City, both on and off duty where applicable, unless otherwise restricted by proper authority, or prohibited by state and/or federal law.

   Only the City Manager or the City Council, depending on the position, has the authority to enter into an employment agreement, promise, or commitment contrary to these policies and procedures, and all such agreements, promises, and/or commitments entered into by the City Manager or City Council must be contained in an express written employment contract signed by both the City Manager and the affected employee.

## C. SEVERABILITY

The provisions of these policies are severable, and if any provision or part of a provision is held invalid, illegal, or unenforceable, this shall not affect the validity of the remaining provisions or parts of provisions, which shall remain in force and effect.

## D. APPLICABILITY OF PERSONNEL POLICIES

These personnel policies and procedures apply equally to all employees of the City unless a class of employees is specifically exempted; the provisions of these policies may be varied in the case of an employee with a written employment agreement approved by the City Council. Individuals performing community service work for the City are not covered by the terms of these policies. It is the responsibility of all employees to become familiar with and abide by these policies.

In cases where federal or state laws or regulations supersede local policy for specific groups of employees, such laws or regulations will substitute for these personnel policies only insofar as necessary to comply.

## E. DISSEMINATION OF PERSONNEL POLICIES

The Human Resources Department maintains the official set of the personnel policies, with all revisions, for reference by employees, and is responsible for providing a complete copy of this

handbook and copies of all subsequent revisions or policy changes to each employee. If a question arises about a particular policy, the official set of policies in the Human Resources Department should be consulted and will control.

As a part of the initial orientation process, Human Resources will provide a copy of the *Employee Handbook - Policies and Procedures* to new employees. This copy is the employees to keep. Upon receipt of the handbook and before beginning work on the job, each employee is required to read the policies and sign an acknowledgment that he or she has received a copy of the *Employee Handbook - Policies and Procedures* and understands that he or she is responsible for knowing the contents. The signed acknowledgment is filed in the employee's official personnel file in the Human Resources department.

## F. EMPLOYMENT AT WILL

Employment with the City is for no fixed or definite term. All employment by the City has been and continues to be at-will, except for those positions that may have a written contract approved by the City Council.

That means that both the employee and/or the City have the right to terminate employment at any time, with or without notice, and with or without cause. These personnel policies do not constitute a contract of employment. Nothing in these policies is intended to alter the continuing at-will status of employment with the City.

The terms and conditions of employment with the City may be modified at the sole discretion of the City with or without cause and with or without notice.

Only the City Council, has the authority to create an employment relationship other than on an "at-will" basis. Any modification to the at-will employment doctrine requires a written agreement, authorized by the City Council and signed by both parties.

No implied contract concerning any employment-based decision or terms and conditions of employment can be established by any other statement, conduct, policy, or practice.

Additionally, no employee may be terminated from employment for refusing to perform an illegal act.

## G. EQUAL EMPLOYMENT OPPORTUNITY

The City is equal opportunity employer. The City prohibits discrimination based on race, color, creed, religion, sex, pregnancy, veteran status, marital status, age, national origin or ancestry, citizenship, physical or mental disability, sickle cell trait, genetic information, sexual orientation, gender identity or expression, and any other consideration made unlawful by applicable federal, state, or local laws. All such discrimination is prohibited by the City.

In the event that any Employee feels that there is a violation of this policy, he or she should immediately notify an appropriate member of management of the City.

In addition, should any person who would normally review complaints or grievances filed pursuant to the Work-Related Problems procedure set forth below be the individual who is accused of engaging in improper discrimination and/or harassment, the Employee should bypass the Work-Related Problems procedure and immediately contact the next highest-ranking executive of the City to initiate the complaint process. If the complaint is against or involves the City Manager, the employee should bypass the Work-Related Problems procedure and contact the City Attorney, directly, who will initiate the appropriate process with the City Council.

All complaints will be investigated promptly and thoroughly, and any inappropriate and improper conduct will be remedied. There will be no retaliation against any Employee who, in good faith, reports a violation of this policy, and any violation of this policy will result in disciplinary action up to and including immediate termination of employment.

## H. SEXUAL AND OTHER UNLAWFUL HARASSMENT

All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, and vendors. This means that each employee must be respectful of others and act professionally. City employees are also prohibited from engaging in unlawful harassment of other employees, citizens, vendors, and all other third parties.

1. **Sexual Harassment**. All types of sexual harassment are prohibited. Unwelcome sexual advances, insinuations, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

   - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
   - Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or

   - Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

   Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Sexual harassment does not require sexual attraction or interest. This policy prohibits sexual advances and requests for sexual favors, sexual jokes and innuendo; comments about bodies, sexual prowess, sexual preferences, sexual experiences or sexual deficiencies; leering, whistling, or touching; verbal abuse of a sexual nature, including insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures, including nudity and pornography; and all inappropriate conduct of a sexual nature, whether it be physical, verbal or visual conduct.

2. **Other Prohibited Harassment**. In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, belittles, or shows hostility or aversion toward someone because of race, religion, color, national

origin, age, disability, genetics, veteran status, citizenship, or any other characteristic protected by law is also prohibited.

Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, bullying or hostile conduct; denigrating jokes and comments; and writings or pictures that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited.

This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, email, cell phone or other electronic devices, social media, and/or the Internet, such as YouTube and Facebook. Harassment of any nature, when based on race, religion, color, sex, sexual orientation, pregnancy, national origin, age or disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.

This policy applies to City employees, citizens, vendors, and other visitors to the workplace.

Any employee who violates this policy shall be subject to disciplinary action, up to and including immediate termination of employment. All employees have the responsibility act at all times in a manner consistent with this policy and to respect the rights of coworkers, vendors, customers, and visitors to the worksites. Further, it is the responsibility of each member of the City's management to create an atmosphere free of discrimination and harassment, sexual or otherwise.

In the event that any Employee feels that there is a violation of this policy, he or she should immediately notify an appropriate member of management of the City. In addition, should any person who would normally review complaints or grievances filed pursuant to the Work-Related Problems procedure set forth below be the individual who is accused of engaging in improper discrimination and/or harassment, the Employee should bypass the Work-Related Problems procedure and immediately contact the City Manager or the Human Resources Department to initiate the process. If the alleged complaint involves or is against the City Manager, the employee should bypass the Work-Related Problems procedure and contact the City Attorney who will initiate the appropriate process with the city council.

The Human Resources Department will attempt, in its capacity as an administrative employer, to bring the two sides together to attempt to facilitate a resolution.

3. **Mandatory Reporting**. The City requires that employees report all perceived incidents of harassment, regardless of the offender's identity or position. Any employee who observes or otherwise learns of possible harassment in the workplace or who feels that harassment has occurred or has been subjected to conduct prohibited by this policy must report it immediately to:

    - The Department Director;

- The Human Resources Director; or
- The City Manager.

More than one avenue for reporting harassment is included to allow the employee to choose an organizational level that s/he is comfortable with in reporting the incident.

Human Resources
Under this policy, an employee may report to and/or contact the Human Resources department directly, without regard to the employee's normal chain of command.

All City managers/supervisors, including the City Manager, must immediately report any incidents of harassment to the City's Human Resources Department. If the harassment involves the Human Resources Director, the manager/supervisor should contact the City Manager or City Attorney. If the harassment involves the City Manager, the manager/supervisor should contact the City Attorney, who will initiate the appropriate process with the City Council. The harassment complaint will be promptly and thoroughly investigated, and confidentiality will be maintained to the maximum extent possible by law and under the circumstances. If harassment is found to have occurred, immediate and appropriate disciplinary/corrective action, up to and including immediate termination of employment, will be taken.

4. **Investigation**. All reports of prohibited conduct will be investigated promptly and thoroughly in as confidential a manner as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with the investigation and to maintain confidentiality.

5. **Retaliation Prohibited**. Retaliation against any employee who makes a good faith charge or report of prohibited conduct or who assists in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

6. **Responsive Action**. Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were untruthful, fabricated or exaggerated, or when employees are untruthful during an investigation.

## I. AMERICANS WITH DISABILITIES ACT

To ensure compliance with the Americans with Disabilities Act and Americans with Disabilities Act, as Amended (ADAAA), the City provides equal employment opportunities to qualified individuals with disabilities, which includes providing reasonable accommodations, where appropriate and strictly prohibits discrimination against qualified individuals on the basis of disability.

The City will provide reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable

the individual to perform the essential functions of the position at issue. The City's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the City.

Any employee seeking a reasonable accommodation for a disability that affects the employee's work schedule or ability to perform the essential functions of the position shall make a written application on a form provided by the Human Resources department. The employee will be required to furnish documentation from a treating physician to substantiate an ADA disability and the need for accommodation.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act or ADAAA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately contact the immediate supervisor, Human Resources, the City Manager, or the City Manager's designee.

### J. LACTATING/BREASTFEEDING POLICY

Accommodations will be made for lactating mothers for up to one year after the child's birth. An employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. The City will designate a room for this purpose. A small refrigerator reserved for the specific storage of breast milk will be made available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering.

Nursing mothers wishing to use this room must request/reserve the room by contacting the Human Resources Department. Additional rules for use of the room and refrigerator storage are posted in the room. City employees who work offsite or in other locations will be accommodated with a private area as necessary. Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

## SECTION 2. EMPLOYEE RESPONSIBILITIES

### A. GENERAL EMPLOYEE RESPONSIBILITIES

The city is a public tax-supported organization. Its employees must adhere to high standards of public service that emphasize professionalism, courtesy and avoidance of even the appearance of illegal or unethical conduct.

Employees are required to give a full day's work, to carry out efficiently the work items assigned as their responsibility, to maintain honest conduct, and to do their part in maintaining good relationships with the public, their supervisors, city officials and their fellow employees.

### B. FINANCIAL RESPONSIBILITY

Employees of the City are expected to maintain a good credit standing in the community and to pay their obligations promptly. The City shall in no way serve as a collecting agency or arbitrator. If an employee fails to pay, or make reasonable provisions for future payment, of his or her debts to such an extent that the failure is detrimental to the employee's job performance, the employee may be disciplined, up to and including dismissal.

## C. DRESS, APPEARANCE, AND UNIFORMS

Employees must, at all times, dress appropriately and professionally and present a clean and neat appearance while at work and while representing the City or conducting City business. The City allows business casual dress in the workplace year-round, in accordance with this policy. This policy applies to all employees except those who are required to wear uniforms. Department directors are strongly encouraged to allow their employees to participate in business casual dress, as practical. Department directors and supervisors are responsible for enforcing this policy in their respective departments in order to maintain acceptable dress and appearance.

Professional business attire or a required uniform is to be worn when there is a need to present a more formal professional appearance for meetings or special events. Clean and presentable attire that is typical for the job function (i.e. suits or dresses for the City Manager's Office, polo with city logo and slacks for Parks & Recreation) are proper attire for personnel scheduled for City Council meetings, receptions, etc., unless otherwise directed by the City Manager for the occasion.

Employees must remember that they are professional 100% of the time and are dressing for business, not for pleasure. All clothing must be clean, neatly pressed and in good repair and appropriate to the work setting. Attire must always reflect a professional business attitude and presence. Provocative, suggestive articles or other inappropriate dress are not allowed in the workplace. When there is a question on whether or not an item of clothing is prohibited, please err in favor of being conservative and assume that it is not acceptable attire.

The City Manager may designate a specific day in which casual attire may be worn. However, it is at the City Manager's discretion and the attire worn on "casual days" should still reflect an appropriate professional appearance. Department directors may occasionally allow employees to wear casual attire if a specific work assignment dictates that casual attire is appropriate and to ensure the safety of an employee.

1. **Standards for Business Casual Work Attire**

    - Jeans, T-shirts and athletic shoes might be acceptable during normal work hours as specifically approved by the appropriate department director as work assignment dictates.
    - Sweatshirts, sweatpants and hoodies of any type are not acceptable unless a special casual wear or festive occasion is declared by City management.
    - Shorts shall not be worn unless they are part of a City department's approved uniform and worn with a shirt that identifies them as an employee of a particular City department or division or approved by the department director as special circumstances warrant.

- Women: Camisoles or tank tops are required to be worn under low cut blouses/tops. Clothing with thin or spaghetti straps or tank tops need to be worn with an acceptable jacket. Skirts and dresses shall be worn no shorter than 2 inches above the top of the knee. Ankle length and Capri dress slacks are appropriate. Dress shoes or dress sandals are appropriate. No more than 3 earrings in each ear may be worn, provided the earrings are not unprofessional in appearance.
- Men: Knit shirts with collar, banded collar shirts, short sleeve or long sleeve dress shirts without a tie are acceptable. All shirts are to be tucked in unless specifically designed to be worn outside trousers. Dress shoes, boots or loafers are acceptable footwear. No more than 3 earrings in each ear may be worn, provided the earrings are not unprofessional in appearance.

2. **Examples of Inappropriate Attire**.

- Provocative or revealing attire including low cut, bare backs, bare shoulders, midriffs, body-hugging, see-through garments, tube tops or excessively loose or tight fabrics;
- Stirrup pants, spandex pants, casual cargo pants, leggings, form fitting or tight slacks/trousers;
- Clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind;
- Un-pressed, soiled, ripped and tattered clothing;
- Visible tattoos which could be deemed offensive;
- Nose rings, eyebrow rings, tongue studs, lip piercings, gauge piercings, or similar type facial jewelry.

3. **Jewelry**. All jewelry worn by employees must be appropriate, so it does not detract from a professional appearance or conflict with department uniform guidelines.

4. **Hair and Facial Hair**. Hair styles and hair colors must be appropriate to the employee's position, and extremes of any type are unacceptable. The length of hair must not pose a safety hazard for employees working around machinery and moving objects. Hair, including facial hair, must be clean and neatly groomed at all times. In accordance with state and federal law, the City permits applicants and employees to follow religious dress and grooming practices**.** Examples of religious dress and grooming practices may include: wearing religious clothing or articles (*e.g.*, a Christian cross, a Muslim hijab (headscarf), a Sikh turban, a Sikh kirpan (symbolic miniature sword)); observing a religious prohibition against wearing certain garments (*e.g.*, a Muslim, Pentecostal Christian, or Orthodox Jewish woman's practice of wearing modest clothing, and of not wearing pants or short skirts); or adhering to shaving or hair length observances (*e.g.*, Sikh uncut hair and beard, Rastafarian dreadlocks, or Jewish peyes (sidelocks)). This list of examples is for illustration purposes only and is not to be considered exclusive.

5. **Perfume and Cologne**. While at work, employees should minimize the use of scented aftershaves, colognes, perfumes, and lotions as these products may impact the health of chemically-sensitive customers and other employees.

6. **Personal Hygiene**. All employees must maintain a clean, presentable appearance. Personal hygiene includes a regular bath/shower, use of deodorant, and appropriate oral hygiene.

7. **Uniforms**. The City supplies many Police, Parks and Recreation, and Public Works personnel with appropriate uniforms. Employees in jobs that require a uniform will be told how and where the uniforms can be obtained. The City will provide replacement uniforms as necessary. Uniforms must be clean and neat. City-owned or authorized uniforms may not be worn outside of work, for personal use, or by any third party. City uniforms may be worn by City employees in connection with outside employment only with the department director's prior written authorization.

   Employees who are provided with uniforms are required to wear their uniforms when on duty and keep them in good, clean and serviceable condition. No part of the uniform shall be worn by itself. An employee must wear the entire uniform when on duty. No part of the uniform shall be worn when off duty, except to and from work, unless in connection with outside employment with the department director's authorization.

   When an employee terminates, uniforms and any other City equipment which the employee possesses must be returned in good condition. The cost of lost or damaged City property and unreturned uniforms will be deducted from the employee's final paycheck.
   Employees will be required to sign an authorization form at time of employment to allow the City to deduct lost, damaged and unreturned supplies and uniforms.

8. **Employee Purchasing of City Logo Clothing**. Employees who work primarily in offices are not eligible to receive uniforms. However, employees are permitted to purchase City logo apparel at their own expense and at the City's contract price from selected vendors.

9. **Exceptions**. Employees having a conflict with any aspect of this policy, based on cultural or religious traditions or medical reasons, may request an exemption. The employee must place the request in writing to Human resources. Human Resources shall review the request and determine whether an exception will be granted.

10. **Enforcement**. Employees and supervisors are responsible for ensuring compliance with the City's dress code standards. In all cases, the City will make the determination as to acceptable dress, appearance and grooming. Employees should direct questions about appropriate appearance or dress to their supervisor, Department director or to Human Resources.

    Department directors shall specify requirements for uniforms and other work attire. Departments may impose special dress and grooming requirements necessary for employee safety, including use of appropriate personal protective equipment, shoes and clothing.

    Supervisors are responsible for ensuring that employees know, understand and adhere to this policy as well as any department specific dress policy. Department directors and supervisors shall counsel employees' whose dress, personal hygiene or grooming is inappropriate.

Each employee is expected to adhere to the clothing, uniform and personal appearance guidelines set forth in this policy. Each employee must use good judgment and common sense in selecting clothing that fits with the function of his/her position, while also promoting a professional image. In order to avoid bringing discredit to the City, employees shall exercise caution in their conduct when wearing uniforms or other apparel bearing the name or logo of the City of Lago Vista.

Employees in violation of this policy may be sent home. Under such circumstances, non-exempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming or personal appearance violates this policy may be disciplined, up to and including termination of employment.

The department director, with approval of the City Manager's office, may make departmental exceptions to this policy when deemed necessary for business reasons or implement a more restrictive dress and appearance policy.

**Dress Guidelines**

| | Men | Women |
|---|---|---|
| **Appropriate** | ♦ Knit shirts with collar and banded collars<br>♦ Short sleeve or long sleeve dress shirts<br>♦ Dress shoes, boots, and loafers | ♦ Camisoles or tank tops worn under low cut blouses/tops<br>♦ Thin or spaghetti straps and tank tops worn with jacket<br>♦ Skirts and dresses no shorter than 2 inches above top of knee<br>♦ Ankle length and Capri dress slacks |
| **Inappropriate*** | ♦ Provocative or revealing attire<br>♦ Excessively loose or tight fabrics<br>♦ Bare shoulders<br>♦ Clothing with unclear or obscene messages or that endorses alcohol, tobacco produces, drugs, pornography, or offensive material of any kind<br>♦ Stirrup pants, spandex pants, casual cargo pants, and leggings<br>♦ Form fitting or tight slacks/trousers<br>♦ Visible tattoos which could be deemed offensive<br>♦ Un-pressed, soiled, ripped, or tattered clothing | |
| *Listing of inappropriate apparel is not intended to be exhaustive and all-inclusive and is provided to establish a guideline for what is acceptable in the workplace. | | |

## D. USE OF CITY PROPERTY, VEHICLES, AND EQUIPMENT

The City attempts to provide employees with adequate tools, equipment, vehicles and facilities for the job being performed, and the City requires all employees to observe safe work practices and

lawful**,** careful, and courteous operation of vehicles and equipment. Any required safety equipment provided by the City must be used at all times.

From time to time, the City may issue various types of equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, uniforms, cell phones, computers, and computer-related equipment. Employees are responsible for items formally issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties. At the time of issuance, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. In addition to payroll deductions, the City may take any other action it deems appropriate or necessary to recover and/or protect its property.

Employees must notify their supervisor immediately if any vehicle, equipment, machinery, tools, etc., appear to be damaged or defective, or are in need of repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of equipment will likely result in disciplinary action.

1. **Personal Use Prohibited.** City property, materials, supplies, tools, equipment or vehicles may not be removed from the premises without prior written approval by the City Manager, or the Department Director, and may not be used for the personal benefit of an employee.

2. **Tobacco Use Prohibited**. The City's policy is to provide a smoke-free workplace. Smoking is prohibited in City buildings, or outdoors within twenty-five (25) feet of any entrance utilized by employees or the public. Smoking is also prohibited in all City vehicles, in garages or around entrances to buildings. Smoking is only allowed in designated smoking areas. Cigarette or cigar butts may not be discarded on the ground at any City facility, including parking lots. This prohibition against smoking applies to electronic cigarettes.

   Users of smokeless tobacco are prohibited from spitting on sidewalks, parking lots, on landscaping or in the bathroom facilities. Spit cups must be kept out of the view of other employees or the general public and must not be disposed of in any of the trash cans inside City buildings.

3. **Vehicle Allowance.** An employee may be given a monthly allowance for consistently using such employee's own vehicle for City business if the use is deemed necessary by the City Manager. The amount of the allowance shall be determined by the City Manager.

4. **Take Home Vehicles.** A City vehicle may be assigned to a position or employee when it is more economical than payment of a car allowance or mileage reimbursement.

   To be eligible for assignment of a take-home vehicle, an employee must be subject to emergency call back during off duty hours to locations other than the employee's normal workstation. No personal use of a take-home vehicle is permitted except to commute to and from home or work. A City vehicle is not to be used for personal business such as going to the bank, grocery store, etc., without prior written approval of the City Manager

or department director. No alcoholic beverages are allowed in City vehicles. No passengers may be transported in take-home vehicles except as required by official duties.

If approved by the City Manager, use of a City owned vehicle may be included within a contract of employment and may be exempt from this policy.

The City's vehicles are classified as either "exempt" or **"**non-exempt" as prescribed by law. Most pickups, vans and automobiles are classified as "non-exempt" vehicles. Employee**s** to whom a "non-exempt" vehicle is assigned for take-home may incur a federal income tax liability for the benefit of commuting to and from work in a City vehicle. Police vehicles used by employees on call 24-hours are normally exempt from the benefit tax liability.

5. **Use of City Vehicles.** City-owned or leased vehicles may be used only for official City business. City owned or leased vehicles may only be driven by authorized City employees. If an employee drives a personal vehicle, or a City-owned, rented or leased vehicle on the job or while carrying out City-related business, the employee must comply with the following:

   - Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
   - Always observe all posted laws and speed limits.
   - Always wear seat belts when the vehicle is in operation.
   - No passengers other than City employees or others on City business may ride in a City vehicle unless otherwise approved in advance by the Department Director.
   - No personal use of City-provided vehicles is allowed.
   - All maintenance and use records for City vehicles must be completed as directed by the employee's supervisor. City vehicles must be kept clean; dispose of trash and put away tools daily.
   - Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of City vehicles to the appropriate supervisor immediately.
   - All drivers must be eligible for coverage under the City's insurance policy.
   - Drivers covered by Department of Transportation (DOT) regulations must comply with the DOT regulations at all times.
   - AT NO TIME MAY AN EMPLOYEE UNDER THE INFLUENCE OF ALCOHOL OR A PRESENCE IN THE SYSTEM OF ILLEGAL DRUGS DRIVE A CITY VEHICLE OR A PERSONAL VEHICLE WHILE CONDUCTING CITY BUSINESS.
   - EMPLOYEES INVOLVED IN AN ACCIDENT WHILE OPERATING A CITY VEHICLE, OR WHILE OPERATING A PERSONAL VEHICLE ON CITY BUSINESS, MUST IMMEDIATELY NOTIFY THE POLICE AND HIS/HER SUPERVISOR, DEPARTMENT DIRECTOR, AND/OR CITY MANAGER. THE EMPLOYEE SHALL **NOT** LEAVE THE SCENE OF THE ACCIDENT UNLESS

REQUIRED TO DO SO BECAUSE OF INJURY. THE EMPLOYEE MAY LEAVE THE SCENE AFTER THE POLICE INVESTIGATION IS COMPLETE OR IF THE POLICE DIRECT HIM/HER TO MOVE THE VEHICLE. ACCIDENT REPORTS, ALONG WITH ANY LAW ENFORCEMENT REPORT, MUST BE FILED BY THE EMPLOYEE WITH THE DEPARTMENT DIRECTOR AND THE CITY SECRETARY. IN ADDITION, THE EMPLOYEE IS REQUIRED TO PROVIDE A WRITTEN STATEMENT TO HIS/HER SUPERVISOR WITHIN TWENTY-FOUR (24) HOURS DETAILING THE INCIDENT AND INCLUDING WHETHER ANY CITATIONS WERE ISSUED.

- ♦ EMPLOYEES WHO ARE INVOLVED IN AN ACCIDENT WHILE OPERATING A CITY VEHICLE WILL BE SUBJECT TO A DRUG SCREEN.

6. **Driver's License Check**. The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver.

7. **Public Perception**. City employees must be aware of the fact that their actions while driving or in the vicinity of City vehicles are being observed by the public. Employees' irresponsible behavior and use of poor judgement reflects directly on the City and will not be tolerated. City employees must be courteous to other drivers and pedestrians.

8. **Violations of This Policy**. The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action, up to and including dismissal.

9. **Personal Property.** All employees shall be solely responsible for their personal property at all times.

## E. OUTSIDE EMPLOYMENT

1. **Written Authorization Required**. City employees may engage in outside employment provided they receive prior written approval from their Department Director who will notify the Human Resources department. The approval will be maintained in the employee's personnel file. Authorized outside employment may be subject to review in the event of schedule changes or interference with City duties.

2. **Outside Jobs Coordinated Through Police Department**. Police officers authorized to work part-time jobs coordinated by and through the City's Police Department must perform the outside employment in accordance with applicable Police Department procedures.

3. **Prohibited Activities.** Employees will not be permitted to engage in outside employment (including self-employment) or other activities that might discredit the City, result in a conflict of interest or a potential conflict of interest, or adversely affect the employee's job performance. City employees may not use City property, equipment, facilities, or telephones for outside business activities or for personal gain.

4. **Workers' Compensation Coverage.** Employees are not covered by the City's workers compensation insurance while working for another employer.

5. **Outside Employment While on Leave Prohibited.** Approval for outside employment as set out in this policy does **not** authorize an employee on FMLA leave, sick leave, disability leave, workers compensation leave, administrative leave, or an unpaid leave of absence, or on restricted or light duty, to engage in any outside employment. Any exceptions must be expressly authorized in writing by the Department Director and the Human Resources Director, or if applicable, by the City Manager.

6. **Outside Employment Prohibited During Normal Working Hours**. Employees are prohibited from conducting outside employment activities during normal working hours.

## F. EMPLOYEE SAFETY

The City is interested in all employees' safety and well-being. Accordingly, the City has developed safety rules and regulations. Each and every employee is required to comply with all safety rules and to exercise caution in all work activities. From time-to-time employees will be updated and reviewed on safety procedures in an effort to increase awareness of the importance of safety on the job. Employees can prevent accidents and injuries by following the safety rules of your job, by remaining alert and by THINKING SAFETY at all times. If an employee sees something that the employee believes is an unsafe act or an unsafe condition, the employee should immediately report it to a supervisor or to management.

1. **Safety Rules**. The following safety rules apply at all times, and some specific job descriptions may contain additional operational safety guidelines. Each employee must be familiar with such rules, and apply them at all times.

    - Use prescribed protective equipment such as eye protection, hearing protection, hard hats, safety shoes or boots, gloves, shields, etc., when those items are appropriate to the task being performed.

    - Smoke only during designated times in authorized outside areas.

    - Walk, do not run. Wipe spills and pick up fallen objects and debris. Keep floor surfaces clear of hazards and other obstacles, electric cords, etc. For your comfort and safety, wear shoes with non-slip soles, in good condition and with enclosed toes. Do not wear sandals, sneakers, moccasins or tennis shoes on any job site where feet could be injured. Employees working in departments that require steel toe boots must wear them at all times.

    - To avoid back injuries, use correct lifting methods. Get additional help with heavy (or difficult to handle) objects.

    - Be aware of sharp tools. Use safety devises where provided, and do not alter or remove them in any way. Report hazards to management immediately.

    - Material Safety Data Sheets (MSDS Sheets) - Employees will be shown the location of the City's Material Safety Data Sheets. MSDS sheets provide valuable

information about various chemicals and other agents that may be encountered in the work.

MSDS explain possible reactions to exposure, and steps for employees should take if it occurs. Review this information from time to time.

- Fire - Be alert for causes and report smoke, heat or unusual odors immediately. Alert other people in the area to the possibility of danger in order to evacuate, if necessary. Try to verify the location and call 911. Use proper portable extinguishers for small fires.
- Do not put fingers, hands, feet or clothing in moving machinery.
- Do not carry items in a manner that obscures vision.
- Do not block access to fire extinguishers.
- Do not touch open or loose electrical circuits.
- Report unusual vibrations, smells, or noises coming from equipment.
- Do not wear rings or jewelry while operating machinery.
- Do not perform maintenance or repairs on running equipment.
- Do not remove or alter warning tags or safety devices.
- Never leave nails or spikes protruding from planks or boards.
- Perform routine maintenance at all scheduled intervals.
- Do not use compressed air for cleaning clothing or floors.

2. **Accident Reporting**. All accidents and injuries, however slight or seemingly inconsequential, **must immediately be reported** to the appropriate supervisor or the Human Resources Director. Failure to report any accident or injury within 24 hours of its occurrence may lead to disciplinary action, up to and including termination of employment. Such reports are necessary so that the City can remain in compliance with applicable laws and begin workers compensation benefit procedures where appropriate.

   Employees who violate safety standards, who cause or exacerbate hazardous or dangerous situations, or who fail to report or, where appropriate, correct such situations, will likely be subject to immediate disciplinary action, up to and including termination of employment.

3. **Accidents Involving City Equipment or Vehicles**. Any employee involved in an accident while operating City equipment or vehicles shall report the accident immediately to the supervisor and to the proper law enforcement agency. The employee must immediately complete an accident report, no matter how minor the damage is to the vehicle, and submit the report to the supervisor and to the City Secretary.

   Drivers must obey all traffic rules and regulations prescribed by law and use every reasonable safety measure to prevent accidents. No one under the age of 18 may operate a City vehicle. Wearing of seat belts is mandatory.

Any traffic fines imposed upon a City employee while operating a City vehicle will be the personal responsibility of the employee and not the City.

Any employee involved in any type of accident involving City equipment may be disciplined if, upon investigation, it is determined that the employee was negligent or through carelessness or recklessness contributed to the cause of the accident.

## G. POLITICAL ACTIVITY

City employees will not be appointed or retained on the basis of their political support or activities.

City employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. No City employee is prohibited from becoming a candidate for public office. However, at no time may City employees utilize City resources for political purposes.

**While on work duty, no City employee is allowed to**:

- Publicly endorse or campaign in any manner for any person seeking public office. This provision is not intended to prevent a city employee from displaying a candidate's sign on their personal property.
- Use the employee's position or office to coerce political support from employees or citizens.
- Use the employee's official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office.
- Make, solicit, or receive any contribution to the campaign funds of any candidate, directly or indirectly through an organization or association, or take any part in the management, affairs, or political campaign of any such candidate; provided nothing herein shall infringe upon the rights of an employee to seek office himself/herself, express his or her opinions, and to cast his or her vote.
- Use working hours or City property to be in any way concerned with soliciting or receiving any subscription, contribution, or political service to circulate petitions or campaign literature on behalf of an election issue or candidate for public office in any jurisdiction.
- Contribute money, labor, time or other valuable thing to any person for City election purposes, except as permitted by law, such as on-duty attendance at a political rally or function for a candidate on a ballot if the employee is assigned to be present for legitimate City reasons, such as providing security..
- Hold an appointive or elective office of public trust where service would constitute a direct conflict of interest with City employment, e.g., City of Lago Vista City Council, Lago Vista ISD, and Travis County. Upon being elected to such an office, an employee must immediately resign or will be dismissed upon failure to do so.

However, while off-duty and not acting as a City representative, employees may engage in political activities during their personal time, including attending rallies, supporting candidates, and expressing political opinions, provided it does not interfere with their official City duties and the

individuals involved are off-duty and not in uniform or wearing any official city item or clothing that identifies the employee as an employee of the city

## H. CONFLICTS OF INTEREST/SOLICITATION AND ACCEPTANCE OF GIFTS

1. **Conflicts of Interest.** No employee of the City may:

- Have any financial or other interest, directly or indirectly, in any proposed or existing contract, transaction, purchase, work, sale or service to, for, with or by the City;
- Use City employment, authority, or influence in any manner for personal betterment, financial or otherwise;
- Have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or services;
- Have discussions or participate in decisions of any City agency, board, commission or instrumentality if the employee has any personal economic interest or is employed, directly or indirectly, by the person or entity that is the subject of the discussion or decision;
- Accept other employment or engage in outside activities incompatible with the performance of duties and responsibilities as a City employee or that might impair independent judgement in the performance of duties to the City; or
- Accept remuneration or provide services for compensation, directly or indirectly, to a person or organization requesting an approval, investigation, or determination from the City.

Additionally, employees **must** disclose any direct substantial financial interest in any entity or property affected by City decisions and abstain from voting or decision-making in such cases.

2. **Solicitation and Acceptance of Gift**.

- Solicitation of funds or anything of value for any purpose whatsoever shall be permitted of or by City employees on the job only with the express approval of the City Manager. No employee may be required to make any contribution, nor may an employee be penalized in any way concerning employment according to the employee's response to a solicitation.
- No employee shall accept or solicit any money property, service, or other thing of value from a person, business entity or other organization regulated by, contracting with, or having any other business relationship with the City department of which the employee is a member. However, this section shall not be interpreted to include any pen, pencil, calendar, cap, or similarly valued item distributed by any such business or organization for advertising purposes.
- If a person presents a gift to a City employee as a reward for service or as an act of expressing appreciation, then the employee shall report the gift (other than the minimal gifts listed in the paragraph above) in writing to the supervisor and the City Manager.

- No employee shall accept or solicit any money, property, service, or other thing of value in excess of $50.00 for the benefit of the City, or any employee, or department of the City, unless approved in advance by the City Council.

Violations of this policy may result in disciplinary action. Employees should direct questions regarding the prohibitions imposed by this policy to your Department Director, the Human Resources Director, or the City Manager's office.

## I. PURCHASING

Purchases by City employees will be made only as authorized by the City Manager or the City Council and must be made in accordance with state purchasing laws as they apply to cities.

## J. ARRESTS, CONFINEMENTS, AND INDICTMENTS

1. **Policy**. City employees are subject to disciplinary action and/or job restrictions for violations of law. This policy applies to acts prohibited by law that result in charges being filed, arrest, confinement, indictment, and/or conviction, as well as to acts prohibited by law not resulting in charges filed, arrest, confinement, or indictment.

2. **Procedure**.

   - **Employee Notice of Felony and Misdemeanor Charges.** Employees must immediately notify their supervisor and/or Department Director within twenty-four (24) hours if they are arrested, charged, indicted, convicted, receive deferred adjudication, or plead *nolo contendere* to any misdemeanor or felony. Employees who do not drive as a part of their job duties with the City are not required to report minor traffic violations. Failure to report these events in a timely manner may result in immediate termination.

   - **Employee Status after Alleged Violation of Law.** At the time the employee's department is made aware of an employee's arrest or conduct constituting an offense, the Department Director shall consult with the Human Resources Director to determine available options which may include, but are not limited to:

     - ✓ allowing the employee to return to regular duty with pay;
     - ✓ allowing the employee to return to restricted duty with pay;
     - ✓ placing the employee on paid administrative leave;
     - ✓ placing the employee on unpaid administrative leave; or
     - ✓ terminating the employee.

   - **Employee Status after Adjudication.** Once the indictment or information is dismissed or fully adjudicated without trial, and if tried, until the trial and appeal (if any) are commuted and all related administrative matters are completed, the Department Director will determine, in conjunction with the Human Resources Director the status of the employee. An employee on administrative leave may, in the City's sole discretion, be reinstated to the position held before being placed on

administrative leave (if available), if the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal.

- **Disciplinary Action:** Disciplinary action may be pursued concurrently or in place of the above options or imposed at a later date. Multiple violations of law or confinements within a prescribed time period may also result in disciplinary action.
- **Violations of Law Discovered through Criminal History Check:** The City may conduct criminal history checks on existing employees at any time during their employment, for any reason. Conduct constituting an offense, arrest or conviction that is discovered may result in disciplinary action, up to and including termination.
- **Other Policies:** This policy should not be construed to limit disciplinary action that may be taken in accordance with other Personnel Policies and Procedures, department policies, or other city-wide policies.

## K. TELEPHONE CONTACT

1. All supervisory personnel and service personnel must have a telephone number at which they can be reached during off-duty hours. This can be a cell phone or a land line telephone.

2. No reimbursement shall be made to the employee for the City's use of such employee's private telephone to contact the employee regarding work related matters.

3. All employees must immediately notify supervision of any change in phone number(s), and provide a phone number for a secondary contact, i.e., spouse, parent.

## L. SOCIAL MEDIA POLICY

An employee's use of social media, both on and off duty, must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the City or violate any City policy. The intent of these standards is to regulate the creation and distribution of information concerning the City, its employees, and citizens through electronic media, including but not limited to online forums, instant messaging, and internet social media and blogging sites. This policy is designed to protect the City's reputation and ensure that an employee's communications not only reflect positively on the employee as an individual, but also on the City.

The term "social media" includes X (formally known as Twitter), tweets and twittering, Facebook, LinkedIn, Instagram, Snapchat, blogs, and other online journals and diaries; bulletin boards and chat rooms, microblogging, and all other social networking sites, instant messaging, and the posting of video on YouTube and similar media.

1. **Use of City's Internet**. Use of the City's Internet is a privilege and City employees must use it responsibly and ethically. The City may monitor an employee's access, use, and postings to the City's Internet to ensure compliance with internal policies; support the performance of internal investigations; assist management of information systems; and for all other lawful purposes. The City expects all employees to follow the guidelines below when posting information on the City's social media sites.

2. **Other City Policies**. This policy should be read and interpreted in conjunction with other City policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct, or inappropriate behavior. Violations of the Social Media Policy may lead to disciplinary action. The City provides an effective system for employee complaints "off-line" through the "Grievance" policy without resorting to social media.

## M. EMPLOYEE GUIDELINES: USE OF CITY'S SOCIAL MEDIA ON WORK TIME

Any blogging or posting of information on the Internet or other City social media sites must comply with the City's guidelines, regardless of where the blogging or posting is done.

1. Blogging or posting information of a personal nature on the Internet or other City social media sites is prohibited during work hours. Employees are not permitted to engage in social networking of a personal nature while using any of the City's electronic social media sites.

2. Employees must obtain written authorization from the City Manager to update or post on social media sites on behalf of the City, and all content must be approved prior to posting. All of the employee's time spent updating or posting on City social media sites as part of the employee's job duties is compensable time that must be reported and counted in the calculation of overtime.

3. No use of social media on work time and on City equipment on City-operated networks is considered private or confidential, even if password protected or otherwise restricted. The City reserves the rights to access, intercept, monitor, and review all information accessed, posted, sent, stored, printed, or received through its communications systems or equipment at any time.

4. Never disclose any confidential information concerning another employee of the City in a blog or other posting to the Internet. Posting of confidential information may violate state law and subject the user to criminal penalty. All requests for City documents must be processed through the Public Information Act.

5. Employees must abide by all federal and state laws and policies of the City with regard to information sent through the City's Internet.

6. Individual supervisors do not have the authority to make exceptions to these guidelines.

## N. EMPLOYEE GUIDELINES: USE OF PERSONAL SOCIAL MEDIA WHILE NOT ON WORK TIME

The City recognizes that many City employees utilize social media when not at work. The City requires that employees be aware of guidelines regarding posting of work-related information on personal social media sites, and they are listed below:

1. If the employee's social networking includes any information related to the City, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the views of the City.

2. Do not put anything on your personal social media site that may constitute a violation of the City's harassment policy. Do not post any pornographic pictures of any type that could identify you as an employee of the City. Be mindful that the City's harassment policy covers both work and non-work time, including postings on social media sites.

3. Do not post pictures of yourself or others on your personal social media site containing images of City uniforms or insignia, City logos, City equipment or City work sites.

4. Do not permit or fail to remove postings violating this policy, even when placed by others on your social media site.

**M. Maintaining Confidentiality**

As a condition of initial and continued employment, all current and former employees are expected to conduct themselves in a manner that protects and preserves proprietary, confidential, and trade secret information. "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that:

- Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and

- Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

All information regarding the City, employees, customers, vendors, and the like is to be kept confidential and revealed only to those at the City with a need to know and authorization to receive such confidential information. Employees may be required to enter into a written confidentiality agreement. If a question arises whether information should be protected, please contact your immediate supervisor.

All records and files maintained by the City are confidential and remain the property of the City. Records and files are not to be disclosed to any outside party without the express permission of the City Manager, the City Attorney, and City Council, including records and files subject to the Texas Public Information Act. Such confidential information includes, but is not limited to, business and strategic plans, financial records, Employee and payroll records, customer, vendor, and supplier information, inventions, programs, formulas, trade secrets as noted above, techniques, processes, sales and marketing information and all practices and processes (collectively "Confidential Information.") Confidential Information may not be removed from the worksite premises without the express authorization of the City Manager, City Attorney, and City Council.

Confidential Information obtained during or through employment with the City may not be used by any employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. The City reserves the right to pursue all legal or equitable remedies to prevent impermissible use of Confidential Information or to recover damages incurred as a result of the improper use of the Confidential Information.

The City respects your right to express personal opinions and communicate concerning the terms and conditions of employment. Nothing in this policy is intended to interfere with your rights under federal and state laws, including the National Labor Relations Act.

## SECTION 3. EMPLOYMENT PRACTICES

### A. EMPLOYEE RECRUITMENT AND SELECTION

The City hires employees based on their knowledge, skills and abilities, experience, and other qualifications as they relate to the duties and responsibilities of a position without regard to race, national origin, religion, color, sex, age, citizenship, political affiliation, disability, genetics, veteran's status, or any other characteristic protected by law. It is the desire and intent of management to provide promotional opportunities for employees of the City by offering assistance to interested employees in developing career plans and making applicable training and educational opportunities available within budget limits.

1. **Methods of Recruitment and Selection**. The city has several methods of recruiting and selecting persons to fill vacancies:

   - Promotion from within; or
   - Transfer from within; or
   - Public announcement (including media announcement and posting of notice for city employees) and competitive consideration of applications for employment; or
   - Referral from a job training program; or
   - Selection from a valid current eligibility list of applicants. (A valid current eligibility list is a record of applications for the same or a similar position for which recruitment was conducted within the preceding six (6) months.)

   The City Manager approves the method of selection to be used in filling each vacancy. However, the City Council must have approved funding for a position before recruitment begins.

   All positions will be posted publicly after the expiration of a five-day internal recruitment application period.

2. **Recruitment Requirements**. The recruitment process is initiated by a City department director submitting a request to fill a vacancy of a budgeted position to the Human Resources Director. Job vacancies will normally be posted internally for the benefit of any qualified employee, posted in City employee break areas, and sent electronically to all City employees. External recruitment may also be conducted simultaneously with an internal posting.

3. **Public Announcements**. When public announcements of position openings at the City are used, and competitive consideration will be given, the announcements are disseminated by Human Resources in the manner most appropriate for the particular position being filled, as determined by the City Manager. City department directors wanting to fill job vacancies within their departments must submit relevant information about the position to

Human Resources who ensures that job opening announcements are made public through publication in the local newspaper and posting on the City website and bulletin board at City Hall.

Current employees may apply for positions for which they believe themselves to be qualified.

If selected for the position for which he or she applied, a City employee can transfer to another City position without loss of pay provided that his or her current pay is within the limits set by the City Council for the transfer position.

The length of time during which applications will be accepted will be determined by the Human Resources Director in accordance with the circumstances that exist at the time.

4. **Applications**. When a specific vacancy exists, each person desiring employment with the City must submit a written application and other pertinent information regarding training and experience. To be valid, an application must be made on the City's official application form. Each person desiring employment with the City may obtain an application for employment from the Human Resources Director or designee.

   The City will make appropriate inquiries to verify criminal history, education, experience, character, and required certificates and skills of an applicant prior to extending an offer of employment. In the case of applicants for positions with the City which require driving a vehicle, the City must check the prospective employee's driving record prior to offering the applicant employment with the City.

   The City does not accept applications for employment unless a specific job opening exists. Persons wishing to apply for a job with the City when a specific vacancy does not exist will be informed that City job openings are advertised in the local newspaper, on the City website and posted on the bulletin board at City Hall; and they may file an application when an advertised vacancy exists for which they consider themselves to be qualified. After a City position has been filled, all applicants who were interviewed but were not chosen will be notified in writing or by telephone as soon as practicable by the Human Resources Director.

   The City should retain each employment application for two years after receipt of the application. *(Legal reference: 29 Code of Federal Regulations 1602; V.T.C.A. Government Code, Section 441.158; State Library and Archive Commission Local Schedule GR, as amended.)*

5. **Qualifications**. The City maintains a job (class) description, which establishes the required knowledge, skills and abilities for each staff position and the acceptable levels of experience and training for each. The job description sets forth the minimum acceptable qualifications to fill the position.

6. **Testing**. Except for drug/alcohol tests, physical examinations, psychological tests for law enforcement officers, and any other tests that may be required by state law, the only performance tests administered for employment or promotion will be specifically job related ("piece-of-the-job") tests (e.g., typing, operating a computer, operating a piece of

equipment, lifting something heavy which is specifically required to be lifted in the job, tabulating columns of numbers, providing writing samples, etc.)

7. **Drug and Alcohol Testing**. In addition to the physical examination required by the city for all prospective employees, all prospective employees for any regular, full-time position in the city are required to be tested to show no trace of drug dependency or illegal drug usage.

   All prospective employees are required to pass a drug/alcohol test after a conditional offer of employment has been extended, but prior to their first day of work. The offer of employment is contingent upon the prospective employee passing a drug/alcohol test. After employment, any employee may be required to submit to a test for drug dependency or illegal drug use. For more information on drug testing or drug usage, see the chapter of these policies on **Drug and Alcohol Use**.

8. **Selection**. In accordance with the City Charter, the City Council appoints and may remove the City Manager and Municipal Court Judge. Except for appointments reserved to the City Council or that require City Council approval by statute, ordinance, or charter, the City Manager has exclusive authority to select and employ personnel within the limits of these policies and the City budget. The City Manager may authorize City Department Heads to appoint and remove employees within their departments, subject to approval by the manager and within the limits of these policies and the City budget. Other supervisors may be asked for recommendations as appropriate.

   Neither the Council nor any of its members shall in any manner dictate the appointment or removal of any city employees whom the City Manager or any of his or her subordinates is authorized to appoint. However, the City Council or its members may express freely to the City Manager their views and opinions on such matters.

   Vacancies on the City Staff are filled on the basis of merit, whether by promotion or by initial appointment. Selections of the most qualified persons are made on the basis of occupational qualifications and job-related factors such as skill, knowledge, education, experience, and ability to perform the specific job.

   After making a decision to hire, the hiring department must submit the appropriate paperwork to the Human Resources Director, along with the applicable Personnel Action Form. Offers for City employment, other than department heads, will be communicated by the Human Resources Director upon receipt of the hiring recommendation and all related paperwork. Offers for City Department Heads will be communicated by the City Manager.

9. **Physical Standards**. Knowledge of physical conditions and existing health problems of employees is necessary to avoid occupational injuries and to ensure that it will be possible to differentiate any future job-related injuries from existing medical problems. For these reasons employees are required to pass a drug/alcohol test and a physical examination after a conditional offer of employment has been extended, but prior to their first day of work. Employees will not be placed on the City payroll prior to passing these exams. Back X-rays are required for persons who will perform strenuous physical activity. The required

physical examinations will be performed by a physician of the City's choice and will be paid for by the City.

In each instance, the examining doctor will be provided a copy of the appropriate job description or summary of duties and will be required to certify that the prospective employee is physically able to perform the essential duties of the job.

In addition, prospective new employees for active or reserve Police Officer certification must undergo an examination by a licensed psychologist or psychiatrist and be declared in writing by the psychologist or psychiatrist to be in satisfactory psychological and emotional health.

The City also may require all prospective active Police or reserve employees to submit to a polygraph test. The required examinations will be made by a physician and psychologist or psychiatrist of the City's choice and will be paid for by the City. *(Legal reference: Police only – V.T.C.A., Government Code, Section 415.057.)*

**10.** **Age Requirements**. No persons under seventeen (17) years of age will be employed in any regular full-time position. No persons under eighteen (18) years of age will be employed in any position requiring the operation of a motorized vehicle owned by the City of Lago Vista. A person under the age of eighteen (18) may be employed in a temporary or part time position if the person furnishes the City with a properly completed and signed minor's release form.

11. **Residency Requirements**. Employees who may be subject to emergency call and/or periodic service in a stand-by status may be required to establish residency within a reasonable distance from the principal work site in order to assure a timely response. For these purposes, the City Council has established that for employees hired after July 2016, a reasonable response time to a civil emergency is thirty (30) minutes. As a general rule, only those employees who reside within the City are potentially eligible for a City issued "take-home" vehicle.

12. **Employment of Relatives (Nepotism)**. Nepotism is the showing of favoritism toward a relative. In order to prevent conflicts of interest, to avoid accusations and perceptions of biased conduct, and to maintain the confidentiality of restricted information, the City forbids the practice of nepotism in hiring personnel or awarding contracts.

    A person who is related within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) to any member of the City Council or to the City Manager may not be hired. (See Figures 1 and 2 on the following page for the prohibited degrees of relationship).

    A person who is already employed by the City and is related in a prohibited manner may not stay in City employment unless the employee had been continuously employed by the City for a period of:

    At least 30 days, if the officer or member is appointed; or

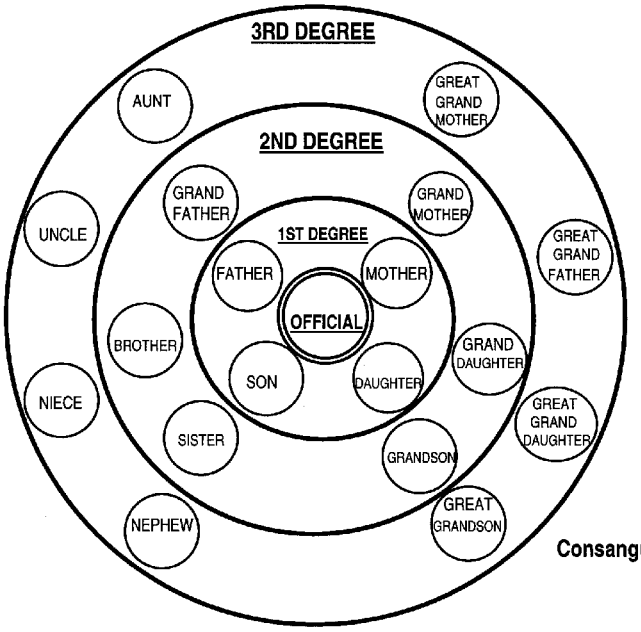
- At least six months, if the officer or member is elected at an election other than the general election for state and county officers; or

- One year if the related City officer is elected at a general election for state and county officers.

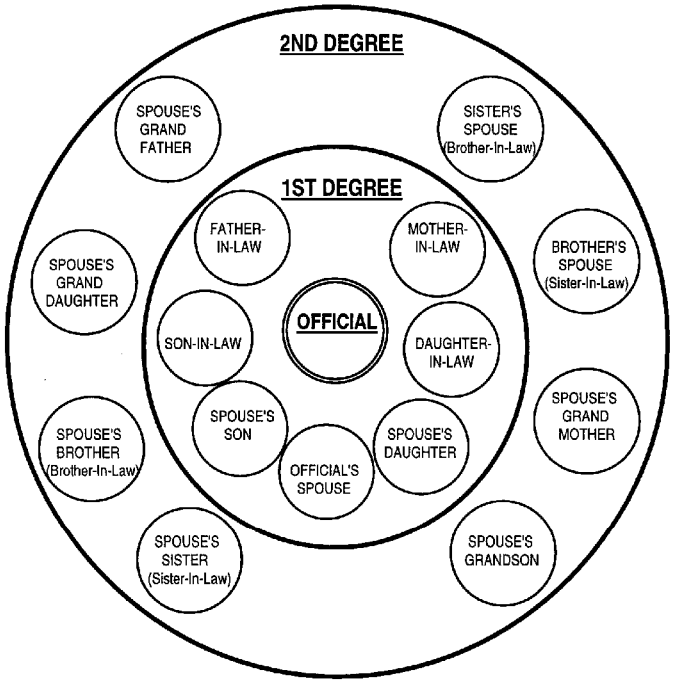
*(Legal reference: V.T.C.A. Government Code, Section 573.062, as amended.)*

In addition, no personnel action (hiring, demotion, promotion, transfer, reorganization) will be taken that would result in any employee's directly or indirectly supervising or being supervised by another employee who is related within the second degree of affinity or the third degree of consanguinity. Prohibited degrees of relationships are defined in Figures 1 and 2 of the Nepotism Charts. Spouses of relatives within the first or second degree of consanguinity (e.g., son-in-law, mother-in-law, brother-in-law, sister-in-law, etc.) are also included in the prohibition.

## NEPOTISM CHARTS




**Consanguinity Kinship Chart (Blood)**




**Affinity Kinship Chart (Marriage)**

In the event that two City employees within the same chain of command become related or members of the same household, receive a promotion, or any other situation giving rise to a relationship prohibited by the paragraph preceding the above charts, one or both of the affected employees must immediately seek a transfer to another available position within the City for which the employee is qualified and that meets the requirements of the paragraph preceding the Nepotism charts.

If a suitable transfer cannot be made within ninety (90) days of the event giving rise to a relationship prohibited by this policy, one or both of the affected employees will be required to resign from employment. In addition, written authorization must also be obtained from the City Manager (or designee) to employ any relative of a current City employee.

13. **Verification of Eligibility to Work**. In order to comply with the Immigration Reform and Control Act of 1986, each new employee will be required to complete and sign an INS Form I-9 within three days of his or her first day of employment to provide proof of his or her identity and employment eligibility. (Legal reference: P.L. Number 99-603; Federal Immigration Reform and Control Act of 1986.)

    In the event the employee has not provided evidence of eligibility to work within the first three days of employment, the employee will not be allowed to continue working and shall be subject to termination.

14. **Driving Record**. Every City employee who is required to drive a vehicle or operate a piece of equipment which requires a valid driver's license must maintain a safe driving record. The City will check a prospective employee's driving record if the applicant's employment will be in a capacity which requires operating a vehicle or piece of equipment. For this reason, any offer of employment will be contingent upon verification that the prospective employee has maintained a safe driving record.

15. **Medical Records**. All records relating to the medical condition, medical testing, or drug testing of an employee or prospective employee are maintained separately from employee personnel files. These medical files are confidential and are not released to anyone unless a "need to know" has been clearly established. Only the Human Resources Director has routine access to employee medical records for legitimate business-related reasons.

    **NOTICE OF PRIVACY PRACTICES**. This Notice of Privacy Practices is provided as a requirement of the Health Insurance Portability and Accountability Act (**HIPAA**). It describes how the City may use or disclose an employee's protected health information, with whom that information may be shared, and the safeguards the city has in place to protect it. This notice also describes an employee's rights to access and amend his/her protected health information. The employee has the right to approve or refuse the release of specific information outside of the City's system except when the release is required or authorized by law or regulation.

    "Protected health information" is individually identifiable health information. This information includes demographics, for example, age, address, e-mail address, and relates to the employee's past, present, or future physical or mental health or condition and related health care services. The City of Lago Vista is required by law to do the following:

    - Make sure that an employee's protected health information is kept private;
    - Give each employee this notice of the City's legal duties and privacy practices related to the use and disclosure of an employee's protected health information;
    - Follow the terms of the notice currently in effect;

- Communicate any changes in the notice to each employee.

By law, the City must disclose the employee's health information to that employee unless it has been determined by a competent medical authority that it would be harmful to the employee. The City must also disclose health information to the Secretary of the Department of Health and Human Services (DHHS) for investigations or determinations of City compliance with laws on the protection of the employee's health information.

The City will share the employee's protected health information with third-party "business associates" who perform various activities for the City of Lago Vista (for example, the City's health insurance company). The business associates will also be required to protect the employee's health information.

The City may disclose protected health information during any judicial or administrative proceeding, in response to a court order or administrative tribunal (if such a disclosure is expressly authorized) and in certain conditions in response to a subpoena, discovery request, or other lawful process.

The City may disclose the employee's protected health information to comply with workers compensation laws and other similar legally established programs.

The employee may exercise the following rights by submitting a written request (depending on the request, the employee may also have rights under the Privacy Act of 1974):

- The employee may inspect and obtain a copy of his/her protected health information that is contained in a "designated record set" for as long as the City maintains the protected health information;

- The employee may request the City to provide him/her with an accounting of the disclosures the City has made of the employee's protected health information;

- The employee may obtain a paper copy of the notice.

This Notice of Privacy Practices is provided to each employee as a requirement of the Health Insurance Portability and Accountability Act (HIPAA). There are several other privacy laws that also apply, including the Freedom of Information Act, the Privacy Act and the Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act. These laws have not been superseded and have been taken into consideration in developing City polices and this Notice of how the City will use and disclose the employee's protected health information.

16. **Disqualification**. Applicants will be disqualified from consideration for one or more of the following:

    - Failure to meet the minimum qualifications necessary for performance of the duties for the position;

- If they previously worked for the City and were involuntarily terminated, or resigned in lieu of termination;
- If employment will result in a violation of the City's Nepotism Policy;
- Failure to meet minimum age requirement of 17;
- False statements or material omissions on the application form or during the application process;
- Failing any of the City's background and employment requirements including, but not limited to, drug/alcohol testing;
- The applicant commits or attempts to commit a fraudulent act at any stage of the selection process;
- The applicant is not legally permitted to work in the United States;
- The applicant is unable to perform the essential functions of the job applied for with or without a reasonable accommodation; or
- Any other reason deemed to be in the best interests of the City.

17. **Prior Service with the City**. Employees entering service with the City who have had prior service with the City may be considered for appointment above the customary entry salary level. In addition, employees rehired to fill regular full-time positions with the City will receive credit for their prior length of service as regular full-time employees for longevity pay purposes.

    A break in continuous service with the City, however, forfeits vacation and sick leave benefits accrued prior to the break. For details pertaining to how a break in service affects retirement benefits, please refer to your Texas Municipal Retirement System "Member Information Guide."

18. **Reinstatement**. An employee is eligible for reinstatement if:

    - The employee is returning from a military duty leave of absence; or
    - The employee was previously incapacitated, is no longer incapacitated, and remains otherwise qualified to perform duties of job; or
    - The employee is being rehired after having been laid off. Reinstatement allows the person to maintain his or her previous regular status for recording leave and longevity accrual.

## B. CLASSIFICATION AND COMPENSATION PLAN

1. **Placement on City Payroll**. New employees must report to the Human Resources Department before or during their first day of employment to fill out employment forms and be scheduled for new employee probationary.

2. **Minimum Pay**. Employees shall be paid no less than the minimum of the salary range established for the position. The following exceptions may be made when approved by the City Manager:

   - When a period of training is required to demonstrate the employee's ability to perform the duties; (i.e., trainee status, normally not to exceed three (3) months); or
   - When the employee is temporarily assigned to a position in a higher grade, normally not to exceed one (1) month.

3. **Maximum Pay**. The City's classification and compensation plan establishes a maximum for each pay range, which is the maximum pay the market will support for the positions listed in that pay range on the pay schedule.

   New employees may not be hired into City employment above the minimum pay range without the written approval of the City Manager.

4. **Promotion**. A promotion is the assignment of an employee from a position in one classification to a position in another job classification having a higher starting salary. Promotional opportunities will be provided whenever possible to City employees; therefore, the selection may, at the discretion of the department director, be limited to qualified City employees. A director may, with the approval of the Human Resources Director or the City Manager, authorize a temporary promotion to insure the proper performance of a City function while a position is vacant, or if the position's regular incumbent is temporarily absent. Temporary assignment pay shall be considered on a case-by-case basis and shall be determined by the department director and the Human Resources Director with the approval of the City Manager.

5. **Lateral Transfer**. A transfer is the assignment of an employee from one position to another position in the same pay classification or same pay grade either within the same department or in a different department. Directors shall have the authority to transfer employees to other positions within their department. Transfers may be made for administrative convenience or upon the request of an employee. An employee may also be transferred when the employee applies for and is selected for a position in a different department.

6. **Demotion**. A demotion is the assignment of an employee to a position having a lower starting salary. A demotion requires the approval of the department director, the Human Resources Director, and the City Manager.

   - **Voluntary Demotions** – A voluntary demotion is not a disciplinary action and does not disqualify the employee from consideration for future advancement.
   - With the approval of the department director and, if qualified to perform the duties of a lower-level position, an employee may be administratively demoted at the employee's own request or as an alternative to a layoff.

- **Involuntary Demotions** – An involuntary demotion is a disciplinary action. (See section of these policies on Disciplinary Actions). The salary of a demoted employee (voluntary or involuntary) shall be adjusted. (See section of these policies on Classification and Compensation). Involuntary demotions are subject to the grievance process (See section of these policies on Grievances).

## C. NEW EMPLOYEE ORIENTATION AND TRAINING

Before an individual begins performing his or her actual duties, he or she normally will be given a brief orientation session, conducted by the supervisor for whom he or she will be working, or by that person's designated representative. The purpose of the session is to enable a new employee to understand his or her job better, as well as that job's relationship to the overall operation of the City.

An orientation session will also be provided by the Human Resources Director. During the orientation, employees are given a copy of these *Personnel Policies and Procedures.* Employees are responsible for knowing and following the information contained in the personnel policies, and must turn in a signed acknowledgment to this effect to the Human Resources department within the first two days of employment with the City.

Training an employee is the responsibility of the supervisor for whom the employee works. Whenever possible, employees receive on-the-job training under close supervision.

## D. NEW EMPLOYEE PROBATIONARY PERIOD

All new employees hired to fill regular full time or part time positions must satisfactorily complete a probationary period. All police officers are required to successfully complete a one (1) year probationary period, and all other employees are required to successfully complete a six (6) month probationary period.

Additionally, all current employees, including police officers, who are transferred, promoted, demoted, or reclassified to a supervisory position, as well as former City employees who are rehired, must satisfactorily complete a probationary period of six (6) months.

The probationary period assists the City in maintaining an effective, productive, and efficient workforce to provide quality services to the citizens. Only those employees who meet acceptable performance and other standards during their probationary period will be retained as employees. The probationary period may be extended for additional training as determined by the supervisor. In the event that an employees' probationary period is to be extended, the supervisor will meet with employee to clarify the need for additional training or performance improvement. Employees are considered in the probationary period until they have actually performed their regular job duties for the full length of the period applicable to their job to assure their ability to meet acceptable standards of work performance and behavior for the employee's position. A probationary period is not to be construed as a guarantee of 6 months of employment.

Each employee serving in the probationary period is responsible for knowing, understanding, and meeting the expectations and standards for the position.

In addition, each employee is also responsible for performing the job in a safe, productive, and effective manner within the instructions and established standards for the position.

During the probationary period, employees are expected to maintain acceptable standards of conduct and attendance and it will be the responsibility of the employee to correct any deficiencies or inadequacies in job performance, conduct or attendance.

1. **Seasonal/Temporary Employees**. Seasonal and temporary full and part time employees do not serve a probationary period and have no right of appeal when terminated at any time.

2. **Change in Assignment of Employee serving in the Initial Probationary Period.** Employees serving in the probationary period may not request or make application for reassignment, promotion, or voluntary transfer during the probationary period without written approval from the City Manager, or if requested, by their department director. If the reassignment, promotion, or transfer is approved**,** the employee will serve a six (6) month probationary period in the new position beginning with the date of the position change.

3. **Absences during Probationary Period.** During the probationary period, an employee is eligible to use sick leave for qualifying absences, and may use vacation leave for an absence due to illness or injury only if all sick leave has been exhausted. Compensatory time off or recognized holidays during the probationary period may be used as approved in accordance with established City/departmental policy or practice. Transferred or promoted employees serving in the probationary period retain eligibility for all types of leave established by City policy.

4. **Probationary Period Performance Evaluations.** All employees serving in the probationary period shall be constantly evaluated and will receive a performance evaluation(s) in accordance with the "Performance Evaluation System" policy. These reviews are designed to evaluate each employee's performance and to communicate that performance to the employee. The written reviews include a supervisory recommendation to retain or terminate the employee.

5. **Extensions to Probationary Period.** The probationary period may be extended under the following circumstances:

   At the end of the initial probationary period, the performance probationary period may be extended for up to an additional six (6) months when:

   - An employee's performance has been marginal due to extenuating circumstances,
   - Additional training is warranted, or
   - Frequent absences or an employee's absence from work for an extended period of time did not permit an opportunity for adequate assessment of performance.

   The decision to extend or not to extend an employee's probationary period may not be appealed. If an extension is granted, the employee will be advised in writing and given the date on which the extended probationary period will be completed. Such extensions will be at the sole discretion of the department director and the Human Resources Director.

A probationary period may be extended for time spent on an approved Leave of Absence including leaves of absences due to injury or illness or approved Military Leave. The approved extension will normally equal the length of time away from work. Accordingly, each full-day absence incurred by an employee during the probationary period will normally extend the probationary period by an additional day.

6. **Successful Completion of Probationary Period; "Regular" Status Granted**. Employees have no guarantee of employment either during or after their probationary period. Only employees who meet acceptable performance, conduct, attendance, and other standards during the probationary period will be retained as regular employees. An employee is granted "regular" status in the new position if the employee satisfactorily completes the probationary period.

7. **Failure of Probationary Period.** An employee is considered to have failed the probationary period when it is determined that the employee's fitness, job performance, quality or quantity of work, attendance, or combination thereof, does not meet minimum job performance standards and expectations for the position. Failure of probationary period may occur at any time within the probationary period. An employee who does not successfully complete the probationary period will normally be terminated from the City's employment. If desirable and feasible, the employee may be administratively transferred to a more suitable position at the sole discretion of the Human Resources Director and the City Manager.

   A transferred or promoted employee who fails the probationary period may, at the sole discretion of the City, be reinstated to the former position provided there is a vacancy and if approved by the affected department director(s). Department directors are responsible for ensuring the thorough written documentation of all cases of failure of the probationary period, including documentation of counseling, training, and other efforts to help employees during their probationary period. All such documentation must be reviewed by the Human Resources Director before an employee serving in the probationary period can be terminated.

8. **Termination of Employees Serving in the Probationary Period.** All employees of the City, including those serving in the initial probationary period, are at-will employees and may be terminated at any time during the probationary period, with or without notice or cause. An employee serving in the initial probationary period who is terminated has no right of appeal. Employees serving in the initial probationary period are subject to all policies and procedures of the City with the exception of appeal rights.

9. **Sexual and Other Unlawful Harassment**. Employees serving in the probationary period are subject in all respects to the City's Sexual and Other Unlawful Harassment Policy. Employees serving in the probationary period have no right of appeal; however, if it is believed that unlawful harassment or discrimination has occurred; such conduct must immediately be reported as set out in City policy.

## E. HEALTH / MEDICAL EXAMINATIONS / FITNESS FOR DUTY

1. **Safe Work Environment**. The City endeavors to provide a safe work environment for all employees. It is the responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential functions of the position, either with or without reasonable accommodation.

2. **Serious Health Condition/Disabilities.** The City recognizes that employees with a potentially life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment. As long as these employees are able to perform the essential functions of their job, with or without a reasonable accommodation, without creating an undue hardship on other employees, and medical evidence indicates that their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees. All employees must notify Human Resources of any health development or condition which could require reasonable accommodations to assist them in continuing to perform their essential job functions.

3. **Medical Exams for Current Employees.** The Human Resources Director, or an employee's department director (with the prior written approval of the Human Resources Director) may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary in order for the City to provide a reasonable accommodation; following an injury or accident; and as otherwise permitted in accordance with applicable laws.

4. **Medical Information from an Employee's Doctor**. Under certain circumstances (e.g., FMLA Certifications), Human Resources may require employees to provide medical information from their health care provider. In such cases, employees are to inform their health care provider not to provide any genetic information when responding to such request.

5. **Genetic Information**. In accordance with the Genetic Information Nondiscrimination Act (GINA), the City will neither request nor require genetic information of an employee or his/her family member, except as specifically allowed by GINA. To comply with GINA, employees are directed not to provide any genetic information when responding to any City request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or embryo lawfully held by an individual or family member receiving assistive reproductive services.

6. **Medical Records.** Medical records and sensitive information regarding an employee's health will be kept confidential as required by law. Limited information may be provided to supervisors and managers, first aid and safety personnel, government officials, Texas Workers' Compensation Commission, and as necessary for insurance and other business-related purposes.

7. **Return to Work/Fitness for Duty**. Before returning to work following a medical and/or psychological examination under this policy, the employee must coordinate his/her return through Human Resources. An employee who misses work due to medical reasons may be required to provide a fitness-for-duty certification before returning to work.

8. **Time Off From Work.** Time away from work undergoing a City mandated fitness for duty examination will normally be coded to paid administrative leave, but may be retroactively changed to sick leave, Family Medical Leave Act leave, and/or other leave as circumstances warrant.

## F. WEAPONS CONTROL AND VIOLENCE PREVENTION POLICY

The City strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents do occur.

1. **Zero Tolerance.** This policy prohibits harassment, intimidation, threats, bullying and violent behavior by or toward anyone in the workplace that is in any way job or City related, that is or might be carried out on City property, or that is in any way connected to the employee's employment with the City, whether the conduct occurs on-duty or off-duty. The City has a zero-tolerance policy for this type of misconduct.

2. **Firearms and Other Weapons Banned.** Unless specifically authorized by the City Manager, no employee, other than a City licensed peace officer, shall carry or possess a firearm or other weapon inside any City buildings. Prohibited weapons include firearms, long guns, clubs, explosive devices, knives with blades exceeding 5 ½ inches, switchblades, etc. Employees do not have an expectation of privacy, and the City retains the right to search for firearms or other weapons inside City buildings.

   Signs clearly stating the City's ban against weapons are conspicuously displayed and clearly visible at all entrances to City buildings.

   - The signs are in both English and Spanish and read, in accordance with Texas Penal Code Chapter 30.06:

     - ✓ "NO OPENLY DISPLAYED OR CONCEALED FIREARMS ALLOWED: Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (concealed handgun law) may not enter this property with either a concealed handgun or a handgun carried openly."

   - The signs have contrasting colors with block letters at least one inch in height, as required in the statute.

3. **License to Carry a Firearm**. Employees licensed by State of Texas to carry a handgun or other gun may have a permitted weapon only on the City parking lot if it is locked in the employee's vehicle. Employees licensed to carry handguns must report to the Human Resources Director their identity and license plate numbers of all vehicles that employee may park in City parking lots.

4. **Mandatory Reporting**. Each City employee must immediately notify his/her supervisor, department director, the Human Resources Director, and /or the Police Department of any act of violence or of any threat involving a City employee that the employee has witnessed, received or has been told that another person has witnessed or received. Even without an actual threat, each City employee must also report any behavior that the employee regards as threatening or violent when that behavior is job related or might be carried out on City property, a City controlled site or City job site, or when that behavior is in any manner connected to City employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person, or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify his/her department director and Human Resources.

5. **Protective Orders**. Employees who apply for or obtain a protective or restraining order which lists City locations as being protected areas, must immediately provide to Human Resources and the City's Police Department a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. City employees must immediately advise their department director and Human Resources of any protective or restraining order issued against them.

6. **Confidentiality.** To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as may otherwise be required by law.

7. **Documentation.** When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by Human Resources and the Police Department.

8. **Policy Violations.** Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations may also result in arrest and prosecution.

## SECTION 4. TYPES OF EMPLOYMENT

### A. JOB CLASSIFICATIONS

#### Job Classifications

Each Employee is assigned to a specific job and each job has a related job classification. Your job is classified as one of the following:

- Regular employees: Employees who are hired to work on a continuous basis until either they or [Company] terminates the employment relationship.

- Temporary employees: Employees hired for a particular task. Temporary employees shall not be eligible to participate in any insurance plans adopted by [Company], nor any other fringe benefit programs, except where required by law. This position could require employees to work from 20 to 40+ hours per week depending upon business needs. This

category is designed to allow the City to handle seasonal operations demands and should be considered a supplement to permanent positions. Temporary employees are not eligible for vacation/holiday pay, personal leave, jury duty, or maternity/funeral leave. If an employee is needed for more than 7 consecutive months in a calendar year, he/she will be transferred to a permanent position.

- Full-time employees: Employees who generally work 37.75 to 40 or more hours per week. All regular full-time employees shall be eligible to receive all of the benefits set forth by the City which may change from time to time.

- Part-time employees: Employees who generally work more than 20 hours per week, but less than 37.75 hours per week. Part-time employees shall not be eligible to participate in insurance plans adopted by the City, nor any other fringe benefit programs unless they regularly work more than 30 hours per week, or as mandated by law.

- Inactive Status: Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state or federal leave of absence will be placed on inactive status.

- Independent Contractor: As defined by the US Department of Labor, independent contractors are not employees of the City and are not eligible for Company benefits.

- Assigned Personnel: Employees who are assigned to the City but are paid directly by another government or private organization are not employees of the City. These employees' benefits are specified in the contract for services. Assigned personnel are governed by all terms of these policies not in conflict with their contract for services

Additionally, each position is classified as either exempt or nonexempt. A **nonexempt** employee is any full-time or part-time employee, whether salaried or hourly, who holds a position subject to overtime pay provisions mandated by the federal Fair Labor Standards Act (FLSA) and related state laws. An **exempt** employee is any salaried employee who holds a position considered exempt from (not subject to) overtime pay as mandated by the FLSA. Exempt employees are not paid overtime.

Eligibility for various programs described herein may be linked directly to an Employees' job classification. If an Employee has any questions regarding their job title or job classification, they should please talk with their immediate supervisor or manager.

Because all Employees are "at-will" and hired for an unspecified duration, none of the classifications above guarantees employment for any specific length of time. Employment is at the consent of the Employee and the City. Accordingly, either the Employee or the City can terminate the employment relationship at-will, at any time, with or without cause or advance notice for any non-discriminatory reason.

## SECTION 5. EMPLOYEE COMPENSATION AND ADVANCEMENT

### A. PAY

Compensation for City employees is set each year by the City Council in the adopted City operating budget. Rules governing salary administration and pay increases are also established by the City Council.

### B. PAYDAYS AND CHECK DELIVERY

The pay period for the City is biweekly. Checks are issued every two weeks on Friday, for the 14-day period ending the previous Friday at midnight. If the payday falls on a holiday, checks will be issued on the last working day preceding the holiday.

Employees may receive a paycheck early only for the following reasons:

1. An emergency situation, or
2. Employee will be out of town on City business on the payday, or
3. Employee will be out of town on approved, scheduled vacation leave.

Paychecks will be given to someone other than the employee only if the employee provided advance written permission to Human Resources. If an employee is deceased, the final paycheck will be distributed only to the employee's estate.

The City encourages employees to have their paychecks electronically deposited.

No salary advances or loans against future salary will be made to any employee for any reason.

An employee must promptly bring any discrepancy in a paycheck (such as overpayment, underpayment, or incorrect payroll deductions) to the attention of the appropriate department head, who will notify Human Resources.

### C. PAYROLL DEDUCTIONS

An Employees' pay will be subject to required deductions for state, federal and local taxes, and for social security taxes. Voluntary deductions agreed to in writing may be made for example, for health, dental or life insurance premiums, or voluntary contributions to a retirement plan, if applicable.

Additionally, the City may be required by law to recognize certain court orders, liens, wage garnishments and other deductions required by law. In the event changes occur, you should obtain copies of court orders and immediately forward them to the City with any changes.

Social Security and Medicare Taxes: Social Security tax is deducted from an Employees' pay in two segments – Social Security tax and Medicare tax. The amount of deduction from the Employees' wages is matched by the City and credited towards the Employees' Social Security benefits. Contact Human Resources or the local Social Security office for further details or if assistance is needed.

Please be advised that all payroll changes, including deductions, must be submitted in writing.

Deductions for Exempt Employees: Exempt Employees will receive their full salary for any workweek in which any work is performed. The only exceptions to this general policy may occur in the following situations, where deductions from an Employees' salary may be made:

- for full day absences for personal reasons, including vacation but excluding sickness or disability.
- for full day absences due to sickness or disability if an Employees' paid leave (including vacation, paid time off (PTO), or sick) balance has been exhausted:
    - to offset amounts an Employee may receive as jury or witness fees (but not for travel and parking), or for military pay;
    - for penalties imposed in good faith for infractions of safety rules of major significance;
    - for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions (but not for performance or attendance problems);
    - during the initial and final week of employment (if the Employee works less than a full week);
    - for weeks in which an Employee takes unpaid leave under the Family and Medical Leave Act (if applicable).

In a workweek in which work is performed, an exempt Employees' pay will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness, or disability (although the City reserves the right to require the exempt Employee to use available paid leave to cover partial-day absences where permitted by law).
- an absence created by the City (e.g., if the office is closed on a scheduled workday) when the Employee is ready, willing, and able to work.
- for variations in an Employees' quality or quantity of work.
- partial workday or partial workweek absences for jury duty, or attendance as a witness.
- any other deductions prohibited by applicable law.

Improper deductions are a serious violation of the policies and are prohibited.

*Payroll Complaint Procedure:*

If an Employee believes this policy has been violated in any way, the Employee must immediately report such concerns to an appropriate member of the management team or the Human Resources Department. Any manager receiving such a complaint must immediately report the complaint to the Human Resources Department.

The Employees' complaint will be thoroughly investigated. Any Employee electing to use this complaint procedure will be treated courteously, and the complaint will be handled as quickly as possible.

The registering of a complaint under this policy or participation in such an investigation will not be used against the Employee in any capacity, nor will it have an adverse impact on the Employees'

employment. Retaliation will not be tolerated and must be reported to an appropriate member of the management team or the Human Resources Department.

In the event an improper deduction was made, the Employee will be promptly paid in full.

The City makes every effort to ensure Employees are paid correctly. Occasionally, however, unintentional errors happen. Mistakes brought to the attention of the City will be promptly corrected. Please review your pay stub upon receipt to ensure it is accurate and if you believe a mistake has been made you should report it. If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all hours worked, you should report your concerns to your supervisor, an appropriate member of the management team and/or the Human Resources Department. the City will promptly investigate and make corrections, as appropriate.

If there is a change in the employee's family status, address, or other factor affecting his or her payroll withholding or benefits status, the employee is responsible for obtaining, completing and returning the appropriate forms to the Human Resources Department forms for communicating these changes.

## D. POSITION CLASSIFICATION PLAN

The Human Resources is responsible for preparation and administration of a Position Classification Plan for all City positions. All positions are assigned an official classification title, a description of duties and minimum qualifications. Each new or revised position must be reviewed and approved by the Human Resources Director and the City Manager. All City positions are classified as either exempt or nonexempt from overtime compensation under the Fair Labor Standards Act (FLSA). Each job has an official job classification title which is used in all personnel matters, official records, payroll records and budgets.

## E. COMPENSATION PLAN

The Human Resources Department is responsible for preparation and administration of a Compensation and Benefits Plan for all City employees. The Human Resources Department shall be responsible for conducting salary and benefits surveys for the City. Survey information gathered will be for the purpose of making recommendations to the City Manager and City Council on pay policies and benefit plan changes in order to keep the City's compensation and benefit plans current, equitable and competitive. Salary administration shall be as follows:

1. **Probationary Employees**. A new employee shall normally be compensated at the minimum rate of the approved salary range. At the end of the first six months of employment (one year for Police Officers), probationary employees will be eligible for a salary increase based on their performance.

2. **Salary Increases**. Each budget year the City Council may consider approval of a salary increase budget for the next fiscal year. If approved, the funds appropriated are utilized for increases according to an established salary increase matrix. Annual salary increases will normally become effective on January 1st.

3. **Reallocation to a Higher Pay Grade**. Reallocation is the reassignment of an entire class of positions to a new pay grade based on market data and/or the current duties and responsibilities of the class. Reallocation can be to either a lower or a higher pay grade. Reallocations are recommended by the Human Resources and approved and implemented

by the City Manager within budget limitations. If an employee's job is reallocated to a higher or lower pay grade, the employee will not be required to serve another probationary period. An employee shall normally be compensated at the minimum rate of the new range, unless that pay rate is less than the employee's current salary, in which case the employee's rate of pay will remain the same.

4. **Reclassification**. A reclassification is a reassignment of a position to a lower, higher, or different class (job title) based on current duties and responsibilities of the position. An employee whose position is reclassified upward does not automatically receive a pay increase unless an increase occurs to place the employee at the entry of the pay range of the new pay group. Downward reclassifications will not result in a decrease in pay unless the demotion was for disciplinary reasons. Reclassifications are recommended by Human Resources and approved and implemented by the City Manager within budget limitations.

5. **Lateral Transfers**. An employee who transfers laterally from one position to another position in the same pay grade shall continue to receive the same salary.

6. **Demotion**. An employee who is demoted from one position to another position having a lower pay grade shall be compensated at a rate within the lower pay grade as determined by the department director and the Human Resources with approval of the City Manager. All demotions require a reduction in salary unless otherwise approved by the City Manager.

7. **Maximum Rate of Pay**. An employee shall not be paid above the maximum rate established in the approved salary schedule. If salary ranges are adjusted, making an employee's pay higher than the maximum of the pay grade to which his or her job is assigned, the employee's pay will be "frozen" until such time as the pay schedule has been adjusted a sufficient number of times that the employee's pay once again falls within the pay range.

8. **Termination Pay**. Employees who terminate prior to completing the six (6) month probationary period are not eligible to receive vacation pay at termination. Terminated employees will be paid within six (6) calendar days.

   A regular employee, who has completed the probationary period and has given the appropriate notice of resignation, will be paid for unused vacation leave, up to the limit established by these policies. Employees who are resigning from employment with the City will normally be paid on the next regularly scheduled payday. Payment for such leave balances will be included in the employee's final paycheck and will be calculated in the following manner:

   - The total work time and allowable vacation and compensatory leave time, if any, will be calculated as a total number of hours for which compensation is due. The employee's regular hourly rate is listed on the City's pay schedule.
   - For employees who are subject to the overtime provisions of the Fair Labor Standards Act (FLSA), any overtime hours worked during the employee's final pay period which have not been compensated through either of the time off methods described in the "**Overtime Worked**" section of these policies, will be paid in the

final paycheck at a rate of one and one-half times the employee's regular hourly rate for each overtime hour worked.

- Compensatory time which has been entered and carried on the employee's records at one and one-half times the number of hours worked will be paid at the employee's regular straight-time rate for the total number of hours on the employee's compensatory time record. (Since the compensatory time was recorded at one and one-half times the number of hours worked, the straight time payment for these hours is equivalent to time and one-half pay for the overtime hours actually worked.)

## SECTION 6. ATTENDANCE, WORK SCHEDULE, TIME REPORTING, AND OVERTIME

### A. HOURS WORKED

1. **Normal Working Hours**. Normal working hours for most City employees are Monday through Friday, 8:00 a.m. to 5:00 p.m., with one hour for lunch, for a total of 40 hours per workweek. However, other hours of work and official work periods for individuals or groups of employees may be set by the department head with approval of the City Manager. A morning and an afternoon break of 15 minutes each will be available to each employee, but this time does not accumulate if not taken and may not be applied to any other absence, leave, or time off.

2. **Adjustment to Work Hours**. In order to assure the continuity of City services, it may be necessary for the City Manager to establish other operating hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public. Employees are expected to cooperate when asked to work overtime or a different schedule. Acceptance of work with the City includes the employee's acknowledgement that changing shifts or work schedules may be required, and indicates that the employee will be available to do such work. The schedule of a workday may be adjusted to accommodate an employee's needs with the approval of the employee's supervisor. Flex-time arrangements for longer than one (1) month, however, must be formalized by memorandum to the department director and the Human Resources.

   During the summer months, employees may work different hours, while still working five (5) days a week, eight (8) hours per day. This seasonal work schedule is changed at the discretion of the department directors, who confer with the City Manager before making the transition each year.

3. **Determination of Hours Worked and Compensation**. The City Manager determines the number of hours worked by an employee for the compensation to be received subject to laws governing pay and working hours and to the provisions of the City's budget and these policies.

## B. OFFICIAL WORK PERIOD

1. **Non-Police Employees' Official Work Period**. The official work period for most City employees is a seven-day period beginning at 12:01 a.m. on Saturday and ending at 12:00 midnight on the following Friday.

   The official work period for sworn police personnel is different in length from the above work period.

2. **Police Officer Work Periods and Work Schedules**. In accordance with the exception allowable under Section 207(k) of the Fair Labor Standards Act (FLSA) and 29 C.F.R. Part 553, the City has established the following work period for its police officers:

   - The official work period consists of 14 days with each shift consisting of twelve work hours per day and approximately 15 minutes for shift briefing and shift relief for officers coming off-duty.

     Each officer on each shift is given thirty (30) minutes for a meal during the shift. However, during the mealtime, the officers are required to remain in contact with the department. Thus, each officer works twelve hours and 15 minutes each workday resulting in a total of 86 scheduled working hours each 14-day work period.

   - Each officer's regular hourly rate for the purpose of computing the time and one-half overtime rate will be based on 86 working hours per 14-day work period; time and one-half overtime compensation will commence after the 86th hour worked in a 14-day period.

   - If a police officer is required to work an extra full shift due to the absence of another officer who is on sick, vacation, or compensatory leave, the officer working the extra shift will receive time and one-half overtime compensation for the full shift. If a police officer is required to work only a partial shift to substitute for another officer who is on approved leave, he or she is paid time and one-half overtime for the total actual number of hours worked. The time-and-a-half overtime rate applies in both situations, either for pay or for accumulation of compensatory time off. However, if the employee has had unscheduled absences or time off for sickness, emergencies, or other personal reasons, the employee's additional hours worked will not be considered for overtime purposes unless the number of hours actually worked exceeds 86 for the 14-day work period. (Please see the provisions in the paragraph titled "Leave Taken and Overtime" for additional information.

   - The Police Chief will notify affected employees at least once annually of the beginning and ending dates and times of the official 14-day work period. Subsequent work periods follow the calendar in 14-day cycles and track the City's pay periods.

*(Legal reference: U.S. FLSA of 1938, as amended; Garcia v. S.A.M.T.A., U.S. Supreme Court, 1985; U.S. Equal Pay Act of 1963.)*

## C. OVERTIME WORKED

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour requirements. Exempt employees are not paid overtime compensation.

The policy of the City is to allow overtime only in cases of emergencies, special circumstances, or when specifically authorized by the City Manager. Employees may be required in emergencies to provide services in addition to normal hours or on weekends or holidays.

1. **Non-Exempt Employees**. When the City's operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime, at the request of their supervisor. When possible, advance notification of mandatory overtime assignments will be provided. Overtime assignments will be distributed as equitably as practical to all non-exempt employees qualified to perform the required work. Refusal or other failure to work mandatory overtime may result in disciplinary action up to and including termination of employment. Overtime work is otherwise subject to the same attendance policies as straight-time work.

   All non-exempt employees must receive their supervisor's and department director's prior authorization before performing any overtime work. This means employees may not begin work prior to their scheduled workday, may not work through their lunch break and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor.

   On the employee's timesheet, the appropriate supervisor must also approve any overtime before the timesheet is submitted for processing and payment. Non-exempt employees shall not remain on the work premises without authorization unless they are on duty or are scheduled to begin work within a short period of time. Non-exempt employees who work overtime without receiving proper authorization will likely be subject to disciplinary action, up to and including possible termination of employment.

   Generally, except for sworn peace officers, overtime pay for non-exempt employees is at the rate of 1 ½ times the employee's regular hourly rate of pay for hours actually worked in excess of 40 in the City's workweek. (The City's workweek begins at 12:01 a.m. on Saturday and ends at midnight the following Friday.) Sworn police personnel are paid overtime based on the 14-day work cycle described earlier in this Section of the City's policies, using the Section 207(k) exemption under the Fair Labor Standards Act (FLSA).

2. **Leave Taken and Overtime**. Paid holidays are included as hours worked for purposes of determining eligibility for overtime pay. Vacation, sick leave, witness duty leave, bereavement leave, jury duty or any unscheduled leave of absence is not considered time worked for purposes of performing overtime calculations.

3. **Compensatory Time**. Non-exempt employees may accrue compensatory time in lieu of being paid overtime compensation. Compensatory time accrues at a rate of 1 ½ hours for every hour of overtime worked by non-exempt employees. Compensatory time accruals are to be monitored at the department level and any accrued time should be used within 60 days of its accrual.

   An employee who has accrued compensatory time and requests use of such time must be permitted to use the time off within a "reasonable period" after making the request, if it does not "unduly disrupt" the work of the department. If use of requested compensatory time would be disruptive, the department may elect to pay the employee in lieu of approving the requested time off. The City may, at any time, elect to pay a non-exempt

employee for any or all of the employee's accrued compensatory time. The City may also require employees to take time off in order to reduce their accrued compensatory time. Otherwise, compensatory time off may be used the same as leave time.

4. **Payment of Compensatory Time**. All employees who are reclassified from a non-exempt position to an exempt position will be paid all accrued compensatory time upon approval of the reclassification and will cease to be eligible for any additional overtime and/or compensatory time. Likewise, an employee who is promoted, transferred, or demoted to another non-exempt position will be paid in full for any compensatory time accrued before the promotion or demotion becomes effective.

   Upon leaving employment with the City, a non-exempt employee will be paid for unused compensatory time at the employee's current hourly rate.

5. **Flex-time Work Schedule**. In situations where overtime payment is not feasible due to budgetary constraints, the department director or supervisor must consider flexing the employee's work schedule in an effort to minimize the need for overtime compensation. Flexing must be completed within the same workweek (or work cycle if under the 207(k) exemption of FLSA) that the overtime was worked and must be accurately reflected on the affected employee's time record.

6. **Exempt Employees**. Exempt employees are those who are not covered by the overtime requirements of the FLSA. Accordingly, exempt employees are not entitled to overtime compensation for work performed beyond 40 hours in a workweek (or 80 hours for sworn peace officers in a 14-day work period). Exempt employees are expected to work the hours necessary to complete their assignments with an acceptable level of quality in a timely manner.

   "Docking" an exempt employee's pay for a partial day's absence will be permitted only as authorized by law and approved by the Human Resources Director. It is the policy of the City not to make improper deductions from an exempt employee's pay. Any exempt employee, who believes an improper pay deduction has been made, must immediately notify the Human Resources Director. The City will promptly reimburse an exempt employee for any improper deduction(s) and will make a good faith commitment to comply in the future.

   Absent accrued paid leave time, an exempt employee need not be paid for any workweek in which no work was performed.

Overtime is defined as hours worked in excess of the allowable **number** of hours under the Fair Labor Standards Act (FLSA) (40 hours per seven-day workweek for non-police employees; and 80 hours per 14-day work period for sworn peace officers).

For most employees, overtime begins to accrue after the 40th hour worked during the seven-day workweek. For sworn peace officers, overtime begins to accrue after the 80th hour worked during the 14-day work period.

Employees engaged in recreational or seasonal activities which do not operate for more than seven months in any calendar year, and which meet the other statutory prerequisites, are also exempted from

the minimum wage and overtime provisions of the Fair Labor Standards Act as recreational, seasonal employees.

Each City job description designates whether persons hired in that classification are exempt from, covered by (nonexempt), or not covered by the overtime provisions of FLSA. See the chapter of these policies under the main heading "**Categories of Employment**" for additional information on FLSA exemptions.

## D. ON-CALL DUTY PAY

The City provides for after-hour service needs by allowing some departmental operations to designate certain non-exempt employees to be on-call. Employees designated to be on-call are expected to respond to departmental after-hour service needs as required by procedures established by their Department.

1. **Return to work provisions.** After regularly scheduled working hours, on-call employees are free to pursue personal activities but must respond to a call back (via phone or radio) by arriving at the worksite within 30 minutes. Employees designated as on-call must be fit, both mentally and physically, to accomplish on-call services needed within the time frame required. An employee is considered officially scheduled and designated as on-call only when approved by the supervisor in accordance with procedures established by the department.

2. **On-Call Compensation**. On-call status is not considered time worked and is not compensable unless the employee actually responds to a call back. However, in recognition of the added commitment the employee is being asked to make when designated as "on call," the City pays the on-call employee an additional $75.00 per week for serving on-call.

   In addition, the City pays on-call employees called back to the workplace at one and one-half (1 ½) their regular rate of pay for actual hours worked, as well as guaranteeing a minimum of two (2) hours' pay for each call-back within the same 24 hours after their regularly scheduled working hours or on a regular day off.

   Time worked immediately after regularly scheduled working hours at the request or approval of the supervisor is not considered call-back time and is paid at the employee's regular rate of pay until overtime requirements are met.

   Travel time to and from a call-back is compensable under this policy. On-call employees who do not return to the workplace but who handle a workplace issue by phone will be paid for actual time spent on the phone. In all cases, employees must report their actual hours worked on their timesheets.

   Employees exempt from overtime are not eligible for compensation under the provisions of this policy.

3. **Employees Called in for Emergencies Who Are Not Designed as "On Call**". Employees who may be asked to report to duty at any time due to an emergency situation are not considered to be on call. When such employees report for duty, they are paid for

time actually worked at their regular hourly wage unless the additional hours actually worked constitute overtime under the FLSA provisions explained earlier in this Section.

## E. INCLEMENT WEATHER / EMERGENCY CLOSING

During normal operating hours, City offices DO NOT CLOSE during inclement weather conditions**.** All City employees, whether exempt or non-exempt, are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

If an employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify his or her immediate supervisor and/or department director and make arrangements to report to work if weather conditions improve. Any leave taken due to inclement weather can be flexed or charged to vacation or compensatory time. Regular full time and part time non-exempt employees who are unable to flex their time and who have no accrued vacation or compensatory time available will not be paid for the time missed.

Each department director or immediate supervisor is responsible for seeing that City services are staffed while City offices are open for business during inclement weather or emergency conditions. Any City service that cannot be provided during inclement weather or other emergency conditions must be immediately reported to the City Manager's Office.

When weather or other conditions are such that the City Manager declares certain City offices/departments officially closed, all affected, non-essential personnel who were scheduled to work during the time of closure will be granted paid “administrative leave” for the time the office/department is closed. Essential personnel must report to work even when other City departments are officially closed due to weather or other types of extraordinary circumstances. Essential personnel required to be on the job regardless of adverse weather or other conditions are designated by the department director and/or the City Manager. Essential personnel who fail to report to work may be subject to disciplinary action up to and including termination of employment.

In the event that weather conditions prohibit certain departments whose primary work location is outdoors, employees may be asked to perform other duties, attend training sessions or the supervisor may deem it necessary to send the employees home until conditions improve. Employees sent home due to adverse weather conditions will be paid at their regular pay rate but those hours will not count towards calculating overtime.

## F. TIME REPORTING

Supervisors will keep records of all hours worked and time not worked. Forms for this purpose are provided by the City. Time records must be signed by the employee’s immediate supervisor and department head.

**It is recommended that these forms be filled out after each day’s work in order to maintain an accurate and comprehensive record of the actual time worked.**

Altering, falsifying, tampering with time records, or recording time on another employee's time record will result in disciplinary action, up to and including termination of employment.

Each department head is responsible for ensuring that all hours worked and leave time taken are reported on the timesheets sent to the Human Resources Department and recorded on the individual department's records.

## SECTION 7. BENEFITS

### A. MEDICAL AND LIFE INSURANCE

Regular full-time employees of the city are eligible for group health benefits (general medical, hospitalization, prescription drug, dental, life and AD&D insurance benefits). The city pays 100 percent of the premiums for the employee for this coverage. The City also pays up to $220.00 per month toward employee's dependent medical coverage and 100% of dependent dental coverage. The Human Resources Department provides current information concerning eligibility, coverage and cost. The city offers vision insurance benefits for employees and dependents on a voluntary basis. Employees may pay for vision insurance coverage through bi-weekly payroll deductions.

The nature and extent of insurance coverage is subject to change for medical, dental, life and AD&D insurance for new employees. Retirees from the City of Lago Vista are eligible to have their health insurance continued through the City's health insurance provider as long as the retiree pays the premiums for such health insurance. *(Legal Reference: Tex. Local Gov't Code §§ 175.001 et seq., as amended.)*

Upon employment, each regular full-time employee is given a benefits booklet containing detailed information about the City's insurance programs. See the provisions in these policies on **Continuation of Group Insurance** for information on continued coverage after certain status changes.

### B. SOCIAL SECURITY

All employees of the City are covered by Social Security. The City also contributes to the Social Security System on behalf of each employee.

### C. RETIREMENT

The City is a member of the Texas Municipal Retirement System (TMRS). Regular full-time employees and employees expected to work at least 1000 hours per year are required to become members of TMRS and are eligible for this benefit immediately upon employment. Members contribute six percent (6%) of their gross salary each month toward retirement. The City matches the employee's TMRS contributions on a 2 to 1 ratio.

The City has a five-year (5) vesting plan, and allows retirement at or after age 60 or at any age after 20 years of participation in the TMRS plan. Accidental death and disability benefits are also incorporated into this retirement plan should an employee become disabled prior to retirement.

Funds contributed by the employee may only be withdrawn upon retirement or resignation. Vested employees will receive the City's matching funds only when they are eligible for retirement and began receiving monthly retirement benefits.

More information is provided in the TMRS Handbook or on their website at www.tmrs.com.

1. **Military Leave Buy-Back**. Employees who performed active-duty military service prior to employment with the City, are eligible to establish credit in TMRS for a maximum of 60 months of military service, if the employee has been employed by the City for ten (10) years, and has at least ten (10) years of creditable service in TMRS.

   Employees who voluntarily leave employment with the City to enter into active-duty military service, and terminate their TMRS membership by withdrawing their deposits are eligible to establish credit in TMRS for a maximum of 60 months of military service provided the employee is re-employed by the City within 90 days of:

   - Release or discharge from active duty; or
   - Release from hospitalization continuing for not more than one year after discharge.

   The credit received is only for the months of active-duty service performed (maximum of 60), has no monetary value, and is not included in the calculation of Updated Service Credits. More detailed information is provided in the TMRS Handbook.

2. **Updated Service Credits**. Employees who have current service credit or prior service credit in TMRS in force and effect on the first day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date have at least thirty-six (36) months of credited service with the System, shall be and are hereby allowed "updated service credits" as defined in subsection (d) of Section 853.402 of the TMRS Act. The updated service credit is one hundred percent (100%) of the "base updated service credit," calculated as provided in subsection (c) of Section 853.402 of the TMRS Act. Each updated service credit replaces any updated service credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service. More detailed information is provided in the TMRS Handbook

## D. WORKERS' COMPENSATION

Employees of the City are covered by the workers compensation insurance program. This coverage provides medical and salary continuation payments to employees who receive bona fide, on-the-job, work-related injuries. Detailed information about workers compensation benefits is found in the sections of this manual under the main headings of **Workers' Compensation** and **Injury Leave**. *(Legal reference: V.T.C.A. Labor Code, Title 5, Subtitle A and Chapter 504.)*

## E. UNEMPLOYMENT INSURANCE

All employees of the City are covered under the Texas Unemployment Compensation Insurance program. This program provides payments for unemployed workers in certain circumstances. *(Legal reference: V.T.C.A. Labor Code, Title 4, Subtitle A.)*

## F. LEAVE TIME

Regular full-time City employees are eligible for holidays, vacation leave, sick leave, and other types of released time under certain circumstances. Detailed information about leaves and other types of released time are found in this manual under **Section 8 - Leave Time** and **Section 9 - Holidays**.

## G. LONGEVITY PAY

Longevity pay is paid at the rate of $25.00 for the first year of employment (regardless of the number of days employed) and an additional $25.00 for every year thereafter. The maximum longevity pay is $500 per year. Employees are eligible for longevity pay if they are full-time, active employees on the day the longevity payroll is published. In addition, the City pays the FICA and TMRS matching costs related to the longevity pay. Longevity pay is paid within the first two weeks of December each year.

## H. CONTINUATION OF GROUP HEALTH INSURANCE (COBRA)

COBRA is a federal law that requires most employers who sponsor group health plans to offer employees and their families the opportunity to temporarily extend their group coverage at group rates in certain instances where coverage under the employer's group health plan would otherwise terminate. The employee is responsible for paying for the cost of any such continuation coverage.

Under COBRA, employees may elect COBRA continuation of coverage for up to 18 months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced to such an extent that the employee no longer qualifies for participation in the group health plan. Under other circumstances, COBRA coverage is available for up to 36 months following a qualifying event. Employees must notify the City within 60 days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.

Detailed COBRA notices are given to employees when an employee becomes eligible for participation in the City's group health plan and again when a qualifying event occurs. For more complete information on COBRA and your health plan, you should review your summary plan description or review a copy of the full health plan at the Human Resources Department.

## I. EDUCATION / PROFESSIONAL DEVELOPMENT

1. **General Policy**. The City encourages its regular full-time employees to take advantage of educational or training opportunities and professional memberships that are related to and will enhance their performance of work with the City.

2. **Required Attendance**. When the City requires an employee to attend any educational or training course, conference, or seminar, the City will provide the necessary time off with pay and will reimburse the employee for associated costs, including tuition or registration fees and authorized travel, meals and lodging.

When appropriate, the City may prepay registration fees, hotel costs, and/or airline or other public transportation costs directly to the entity involved. See additional information in the chapter of these policies **Travel/Expense Reimbursement**.

3. **Professional Memberships and Seminars**. Subject to the prior approval of the City Manager, an employee who joins a professional association related to his or her work at the City may be reimbursed for dues and necessary travel expenses when meetings are judged to offer special training or information of value to the employee in his or her work at the City. Likewise, subject to the City Manager's prior approval, an employee may be reimbursed for conference or seminar expenses if the conference or seminar is related to his or her work.

## SECTION 8. LEAVE TIME

### A. DEFINITIONS

1. **Leave Time**. Leave time is time during normal working hours in which an employee does not engage in the performance of job duties. Leave time may be either paid or unpaid.

2. **Excused Absences**. Excused absences are defined in this policy manual and approved by the employee's supervisor. Examples include paid sick leave, vacation, holidays, bereavement leave, administrative leave, work-related injury leave, and other types of approved time off. To be eligible for an excused absence, an employee must contact his/her supervisor no later than thirty (30) minutes after the employee's regularly scheduled starting time. The reasons for the absence and the date and the time the employee expects to return to work must be reported at this time. This thirty (30) minutes provision may be waived by the supervisor if there are extenuating circumstances.

### B. APPROVAL OF LEAVE

In order to be considered an excused absence, any leave request must be authorized by the employee's immediate supervisor and approved by the appropriate department head. Employees should submit leave request forms at least seven (7) calendar days before the requested time off. Copies of signed leave forms are attached to the time sheets and sent to the payroll office for recording.

### C. VACATION LEAVE

Temporary and part-time employees do not earn vacation leave.

1. **Vacation Leave Accrual**. All new employees are subject to a six (6) month probationary period during which time vacation leave will accrue but cannot be taken. Regular full-time employees earn vacation leave on the following basis:

| Number of Years of Service | Number of Hours / Days of Vacation Leave | Hours Accrued Per Pay Period |
|---|---|---|
| End of 1st 6 Months | 40 Hours / 5 Days | 3.08 |

| | | |
|---|---|---|
| End of 1st Year – 5 Years | 80 Hours / 10 Days | 3.08 |
| 6 Years | 88 Hours / 11 Days | 3.39 |
| 7 Years | 96 Hours / 12 Days | 3.69 |
| 8 Years | 104 Hours / 13 Days | 4.00 |
| 9 Years | 112 Hours / 14 Days | 4.31 |
| 10 Years | 120 Hours / 15 Days | 4.62 |
| 11 Years | 128 Hours / 16 Days | 4.92 |
| 12 Years | 136 Hours / 17 Days | 5.23 |
| 13 Years | 144 Hours / 18 Days | 5.54 |
| 14 Years | 152 Hours / 19 Days | 5.85 |
| 15 Years | 160 Hours / 20 Days | 6.15 |

Vacation leave is accrued at a rate of 10 days per year of continuous employment through the fifth year of employment. One additional day per year accrues beginning with the sixth year and ending with a maximum of 20 days the fifteenth year. (Example: 6 years = 11 days per year, 7 years = 12 days per year, etc.)

2. **Use of Vacation Leave**. Vacation leave usage shall be scheduled with the employee's supervisor as far in advance as possible. Use of vacation leave will be at the convenience of the employee whenever possible. However, use of vacation leave should not interfere with normal functioning of City operations. Vacation leave may be taken in increments of one-half day or more.

3. **Sickness during Vacation Leave**. Employees who become ill during their vacation should notify their supervisor so that the time they are ill may be counted as sick leave. At the discretion of the supervisor, medical proof of illness may be required.

4. **Payment upon Termination**. Upon termination, all regular employees who resign or are terminated after completing the full six (6) month probationary period will be compensated for unused vacation leave, up to a maximum of twenty (20) days (160 hours). Employees who leave City employment before completing six (6) months of service shall not be entitled to vacation pay. Payment will be based on the employee's salary at the time of termination. Employees who leave employment without providing at least a two (2) week written notice will forfeit accumulated vacation leave.

5. **Holidays during Vacation**. City holidays that occur during an employee's vacation will not be charged to vacation time.

6. **Payment upon Death**. Payment for the employee's accrued vacation leave will be paid to the employee's estate.

7. **Restrictions**. An employee shall not be granted vacation leave in excess of accumulated leave. Employees may not elect to receive pay in lieu of vacation leave. Vacation leave is not transferable to another employee. Employees shall be allowed to retain their vacation leave credits if they are reassigned, promoted, or demoted. Employees do not accumulate vacation leave while on leave of absence.

## D. SICK LEAVE

Sick leave is a benefit provided to regular City employees to be used when an employee or a member of the employee's immediate family is unable to work due to illness, physical incapacity, doctor and dental visits. (Dependent family member is defined as husband, wife, son, daughter, mother, father or other family member who is dependent upon and/or resides with the employee.) Abuse of this sick leave benefit will not be tolerated. Employees who willfully use sick leave for purposes other than those intended by these policies shall be subject to discipline. All regular full time employees of the City are entitled to accumulate paid sick leave credit according to the following rules:

1. **Sick Leave Accrual**. All regular full-time employees accrue sick leave at the rate of twelve (12) days per year (or eight (8) hours per month), with accrual allowed to continue without limit.
2. **Use of Sick Leave**. Sick leave may be taken in hourly increments; however, sick leave must be accrued before it is used. The following rules govern the use of sick leave:

- Sick leave will accumulate and may be used during the probationary period; however, sick leave may not be used in advance of its being earned.
- Employees may use sick leave for illness of a dependent family member. (Dependent family member is defined as husband, wife, son, daughter, mother, father or other family member who is dependent upon and/or resides with the employee.)
- Sick leave may be used, if approved by the City Manager, as additional Bereavement Leave (See paragraph on Bereavement Leave.)
- After an employee's accumulated sick leave has been exhausted, accrued vacation leave may be used in lieu of sick leave. When absence due to illness exceeds the amount of paid leave earned, authorized pay to the employee shall be discontinued until the employee returns to work.
- To receive paid sick leave, an employee must communicate with his/her immediate supervisor or the supervisor's authorized representative, before or within one (1) hour of the time set for beginning work unless a justifiable excuse is presented regarding an emergency situation.
- Supervisors and department directors may require satisfactory proof of illness according to these policies (for either the employee or the employee's dependent family member) if there are three (3) or more consecutive days of absence. (See paragraph relating to "Unexcused Absences.") If there is a question of an employee's fitness to continue in his/her present position, an employee may be required to undergo a physical examination by a physician designated by the City at the City's expense.
- Employees shall not earn sick leave while on a leave of absence.

3. **Light Duty**. An arrangement mutually acceptable to both the employee and supervisor may be made to allow an employee to return to work when regular duty is not possible. Light duty must be approved by the department director and the Human Resources Director on a case-by-case basis. A physician must specify what will constitute light duty.

4. **Payment for Sick Leave at Termination**. The following is the policy for employees who started employment before July 1, 2016:

   - The number of sick days that an employee will be paid at time of termination is fifty percent (50%) of the employee's accumulated leave balance. The maximum sick leave payment an employee will receive at termination is ninety (90) days/720 hours).

   Any employee employed by the City after July 1, 2016, will not be eligible for paid accrued sick leave at termination.

## E. CIVIL LEAVE

The City provides paid leave to regular full-time employees required to serve on jury duty or requested to testify as a witness by the City in a City-related civil, criminal, legislative, or administrative proceeding. Court appearances for testimony, investigation, and court preparation as a result of official duties as a City employee (e.g., police, fire, inspections, animal control, etc.) are compensated as actual hours worked and are not classified as paid leave. In all other cases, employees are required to schedule accrued vacation, holiday or compensatory leave; otherwise, a nonexempt employee's time off to testify will be considered a leave without pay. *(Legal reference: V.T.C.A. Labor Code, Sec. 52.051; Election Code, Sec. 276.004.)*

The employee must provide documentation of the requirement for jury duty, subpoena compliance, etc., with the leave request. Employees must submit a Leave Request Form, along with supporting documentation to their supervisor as soon as possible so that arrangements can be made to accommodate the absence.

An employee who is on jury duty typically must report for City duty for the remainder of the day upon completion of court or jury service, or request approval for use of other available paid time off. An employee, who is called for jury duty, must provide his or her supervisor with an acknowledgement of service from the court. Any payment for jury duty received by the employee may be retained by the employee.

Jury duty leave is paid at the employee's base rate at the time of leave and does not include overtime or any other special forms of compensation.

## F. VOTING LEAVES

Employees are encouraged to exercise the right to vote in elections. If the polls are not open on election day for voting for two consecutive hours outside of the employee's working hours, the employee will be permitted reasonable time to vote during working hours.

Upon ten (10) days' notice to the supervisor, employees may be granted time off to attend a precinct convention or a county, district, or state convention to which the employee is a delegate. Time may be charged to vacation, accrued compensatory time, or leave without pay for the period of time missed.

## G. FAMILY AND MEDICAL LEAVE (FMLA)

In accordance with the Family and Medical Leave Act (FMLA), the City allows eligible employees to take unpaid leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave. Covered Employers must grant such leave and usually protect an employees' position (or its equivalent in pay and other benefits) upon timely return from leave. Employees should contact Human Resources to determine whether you may be eligible for leave under this policy.

Eligibility

To be eligible for FMLA leave, you must:

1. Have worked at least 12 months for the City in the preceding seven years (limited exceptions apply to the seven-year requirement);
2. Have worked at least 1,250 hours for the City during the preceding 12 months; AND
3. Currently work at a location where there are at least 50 employees within 75 miles.

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. The birth of a child, or to care for a newly born child (up to 12 weeks);
2. Placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. To care for a qualifying family member (spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. Because of the employees' own serious health condition that makes the employee unable to perform his/her job (up to 12 weeks);
5. To care for a covered service-member with a serious injury or illness related to certain types of military service (up to 26 weeks); or,

6. To handle certain qualifying exigencies arising out of the fact that the employees' spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception of leave to care for a covered service-member with a serious injury or illness related to certain types of military service. For such leave, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

Definitions

A "*serious health condition"* is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of his/her job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three (3) full calendar days and two visits to a health care provider or on visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A "*covered service-member*" is a member or veteran of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

- The term "*serious injury or illness"* means an injury or illness incurred by the covered service-member in the line of duty while on active duty in the Armed Forces that may render the service-member medically unfit to perform the duties of the service-member's office, grade, rank, rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while active duty. With regard to veterans, the injury or illness may manifest itself before or after the individual assumes veteran status.
- "*Qualifying exigencies*" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.

Identifying the 12-Month Period

The City measures the 12-month period utilizing a "rolling" 12-month period for counting family and medical leave, counting backward from the first day FMLA leave is taken. FMLA leave generally ends 12 months after that first date of leave. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

For leave to care for a covered service-member, the City calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered service-member and ends 12 months after that date.

Using FMLA Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or qualifying family member, or in the case of a covered service-member, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for the birth of a child, to care for a newly born child or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the City's operations.

Use of Accrued Paid Leave

The City requires you to use accrued paid leave (such as sick leave, vacation, personal days, or other paid time off), concurrently with your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the City's normal procedures for the applicable paid leave policy (e.g., call-in procedures, advance notice, etc.).

An employee utilizing this policy for the employee's own serious health condition shall exhaust all accrued sick leave, vacation leave and personal leave prior to going on unpaid leave. If an employee is off work due to a work-related injury and the employee qualifies for family and medical leave, the family and medical leave will run concurrently with any paid leave.

An employee utilizing this policy for the placement of a child for adoption or foster care with the employee shall be required to exhaust all accrued vacation and any other applicable paid leave prior to going on unpaid leave.

An employee utilizing this policy for the serious illness of a child, spouse or parent must exhaust all accrued personal leave, vacation leave and any other applicable paid leave prior to going on unpaid leave.

If an employee gives birth to a child, sick leave can be utilized until the employee receives a release from the doctor. After being released, the employee may use additional sick leave if permitted in accordance with the sick leave policy. Once all applicable sick leave has been used, the employee shall be required to exhaust all accrued vacation, compensatory time, holiday leave and any other accrued paid leave, prior to going on unpaid leave.

***The City may count any paid leave that qualifies for family and medical leave toward the twelve (12) or twenty-six (26) weeks allowed under this policy.***

Notice and Medical Certification

When seeking FMLA leave, employees are required to provide:

1. Sufficient information for the City to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include notification you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified;

2. If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave; if the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the City's normal call-in procedures, absent unusual circumstances;

3. Medical certification supporting the need for leave due to a serious health condition affecting you or a qualifying family member within 15 calendar days of the City's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, the City may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with the City's standard leave of absence and attendance policies, subjecting you to discipline up to and including termination of employment. Secord or third medical opinions and periodic re-certifications may also be required;

4. Period check-ins during leave and require employees on an extended FMLA leave must check in at least once each week by phone or email during their absence with Human Resources or their supervisor; and

5. Medical release before returning to work if the leave was due to your serious health condition. The City will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with these requirements may result in delay or denial of leave, or disciplinary action, up to and including termination of employment.

Supervisor Responsibilities

Each department supervisor is responsible for notifying the Human Resources Department immediately when an employee is away from work for a family and medical leave qualifying event (if family and medical leave has not been approved), even if the employee is utilizing paid vacation, sick or personal leave, or is out due to a work-related injury. An employee using sick leave should be reported to the Human Resource Department if it is anticipated that the duration of the illness will be three (3) or more days, or once the employee exceeds three (3) days.

City Responsibilities

To the extent required by law, the City will inform employees whether they are eligible under the FMLA upon inquiry or applicability of the FMLA. Should an employee be eligible for FMLA leave, the City will provide them with a notice that specifies any additional information required, as well as the employees' rights and responsibilities. If an employee is not eligible, the City will provide a reason for the ineligibility. The City will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave anticipated to be counted against the employees' leave entitlement. If the City determines that the leave is not FMLA-protected, the City will notify the employee.

Job Restoration

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Exemption for Key employees

Certain "Key employees" may not be returned to their former or equivalent position following leave if doing so would cause substantial economic injury to the City. Key employees are salaried and among the highest paid 10% of all employees at a worksite or within 75 miles of that worksite. The City will notify you if you qualify as a "key employee," if the City intends to deny reinstatement and/or other rights.

Effect on Married Couples

If a City employee is married to another City employee and either or both employees request family and medical leave for the birth or placement of a child with the employee for adoption or foster care, the total time allowed shall be limited to no more than twelve (12) weeks combined during any rolling twelve (12) month period. For other qualifying family and medical leave events, each employee is entitled to leave as long as the total amount of leave taken during any twelve (12) month period does not exceed twelve (12) weeks (or twenty-six (26) weeks, if applicable).

Continuation of Insurance Benefits

While utilizing unpaid family and medical leave, an employee's insurance benefits will continue without interruption as long as the employee pays his or her portion of the insurance premiums. Insurance premiums can be deducted from the paycheck before the leave begins, or during the leave, if the employee continues to receive pay (pre-tax), paid monthly or bi-weekly.

Holidays

Holidays will be paid in accordance with the Holidays policy. City holidays will be counted as part of the twelve (12) or twenty-six (26) weeks of family and medical leave, whether the employee is on paid or unpaid leave.

TMRS

Employee contributions to TMRS may be made on a voluntary basis through a special arrangement with the City while an employee is in a leave without pay status. It is the employee's responsibility to initiate such an arrangement by timely contacting Human Resources and completing the necessary paperwork.

Recordkeeping

Family medical leave time will be tracked on an hourly basis for payroll and compliance purposes. To determine entitlement for employees who work variable hours, the minimum hours required for eligibility is calculated on a pro rata or proportional basis by averaging the weekly hours worked during the twelve (12) weeks prior to the start of family and medical leave.

Failure to Return After FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), may be subject to the City's standard leave of absence and attendance policies. This may result in termination of employment if you have no other Company-provided or legally mandated leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the City's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Other Employment

The City generally prohibits employees from holding outside employment that violates the Employment Outside Work policy. This policy remains in force during all leaves of absence including FMLA leave, and a violation may result in disciplinary action up to and including termination of employment.

Worksite Employers' Compliance with FMLA and employees' Enforcement Rights

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or terminate or discriminate against any person for opposing any practice made lawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the City encourages employees to bring any concerns or complaints about compliance with FMLA to its attention, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer. Further, FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Limited Nature of this Policy

This policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The City reserves the right to modify this or any other policy as necessary, in its sole discretion, to the extent permitted by law. State or local leave laws may also apply.

For further information concerning FMLA leave, including whether you and the City are covered by the FMLA and whether you are eligible for such leave, please contact Human Resources.

## H. MILITARY LEAVE

The City complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military. Temporary employees who have brief or non-recurrent positions with the City and who have no reasonable expectation that their employment with the City will continue indefinitely or for a significant period of time are generally ineligible for extended paid military leave in excess of 15 days, re-employment rights, or any other military leave benefits under this policy.

This policy covers employees who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

1. **Notice to City of Need for Leave.** Employees must provide as much advance written or verbal notice to the City as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Absent unusual circumstances, such notice must be given to the City no later than 24 hours after the employee receives the military orders. To be eligible for paid military leave, employees must complete and submit a Request for Leave Form along with the official documents setting forth the purpose of the leave and, if known, its duration. The Leave Request Form must be turned into the Human Resources as far in advance of the leave as possible.

2. **Paid and Unpaid Leave for Training and Duty.**

   - **Full Pay For Up to 15 Days.** Employees will be paid for military absences of up to a maximum of 15 workdays per fiscal year. Shift employees will be transitioned to a 40-hour workweek during military absences. This leave may be used when an employee is engaged in National Guard or U.S. armed forces reserve training or active military duty ordered or approved by proper military authority. The paid leave days may be consecutive or scattered throughout the year. An employee who qualifies for this leave may request an annual accounting of the use of this leave.
   - **Other Paid Leave.** Employees who have exhausted all available paid military leave may, at their option, may use any other available paid leave time (i.e., vacation leave, holiday leave, and compensatory time) to cover their absence from work.

- **Unpaid Leave.** After an employee has exhausted all available paid military leave (including any other paid leave time that the employee chooses to use to cover a military absence), the employee will be placed on leave without pay.
- **Benefits**. The City will continue to provide employees on paid military leave with most City benefits.
- **Medical and Dental**. While an employee is on paid military leave (or any military leave of less than 31 days), the City will continue to pay its portion of the monthly premium for group health benefits. When military leave is unpaid, the employee may elect to continue group health coverage for up to 24 months following separation of employment or until the employee's reemployment rights expire, whichever event occurs first, for the employee and eligible dependents.
- **Return to Employment**. Upon an employee's return to employment following military service, the City will provide health insurance coverage immediately. In addition, a returning employee will not be subjected to exclusions from coverage unless the exclusions apply to injuries or conditions that were incurred as a result of military service.
- **Other Benefits.** While on ***paid*** military leave, employees continue to accrue vacation, sick leave, and other benefits provided to other employees on paid leave. The City will also continue to pay the premium for any City-provided life insurance while the employee is on ***paid*** military leave. While on unpaid military leave, employees are generally ineligible for most City-provided benefits. Benefits, such as vacation and sick leave, do not accrue while an employee is on unpaid leave, including unpaid military leave. While on unpaid military leave, benefit accruals will be suspended and will resume upon the employee's return to active employment. Once an employee returns to work following an unpaid leave, the employee will be treated as though continuously employed for purposes of determining benefits based on length of service, such as vacation accrual and longevity pay.
- **TMRS.** Typically, an employee's period of uniformed service is deemed to constitute service for purposes of vesting and benefit accrual. Thus, employees earn service credit for time spent on active-duty military leave. Service time is credited when an employee returns to work. To qualify for service credit, an employee must: return to work for the City within 90 days after discharge; receive an honorable discharge; and timely complete the necessary application. In order to receive monetary credit, an employee has the lesser of five years or three times the length of the military service to make up any TMRS contributions that were missed while on military leave.
- **Returning from Leave.**
  - ✓ **Return to Work**: A person returning from service must report back to work or apply for reemployment within the time constraints prescribed by USERRA. The City shall re-employ a returning veteran according to the provisions of USERRA. Civil service employees shall be required to meet additional requirements in Chapter 143 of the *Texas Local Government Code* before being reinstated.

- ✓ **Deadline to Notify City of Intent to Return to Work.** The deadline for an employee to return to work and/or notify the City that the employee intends to return to work following military leave depends upon how long the employee's military service lasted:
    - o For service of less than 31 days, employees have eight (8) hours following their release from service to report for their next scheduled work period.
    - o For service between 31 days and 180 days, employees have 14 days following their release from service to apply for reemployment.
    - o For service of more than 180 days, employees have 90 days following their release from service to apply for reemployment.
- ✓ These deadlines may be extended for 2 years or more when an employee suffers service-related injuries that prevents the employee from applying for reemployment or when circumstances beyond the employee's control make reporting within the time limits impossible or unreasonable.

♦ **Required Documentation**. To qualify to return to work, an employee returning from leave must provide documentation of the length and character of military service. Also, evidence of discharge or release under honorable conditions must be submitted to the City if the military leave lasted more than 31 calendar days.

## I. ADMINISTRATIVE LEAVE

The City may grant Administrative Leave with or without pay to an employee**,** at the discretion of the City Manager (or designee)**,** when no other paid leave category is available or applicable.

Department directors, in consultation with Human Resources, may designate Administrative Leave with pay only pending a disciplinary decision or drug/alcohol screening results, or during an internal investigation.

Written notice of administrative leave shall be provided to the employee and a copy forwarded to Human Resources for proper payroll processing.

## J. OTHER LEAVES OF ABSENCE WITHOUT PAY

In extraordinary circumstances, the City may grant employees an unpaid leave of absence (LOA). All requests for LOA must be submitted on the City's Leave Request Form. Department directors are authorized to grant an unpaid LOA for up to 30 days. Any LOA beyond 30 days must be authorized by the City Manager. The employee may seek extensions of leave, up to a maximum of 180 total days away from work. This policy will be administered consistently with the City's obligations under the Americans with Disabilities Act, the American with Disabilities Act as Amended and the Family Medical Leave Act (FMLA). An LOA will not be authorized unless there is a reasonable expectation that the employee will return to employment with the City at the end of the approved leave period.

1. **Use of All Other Available Leave**. All vacation, compensatory time, holiday time and/or leave authorized under FMLA must be used prior to authorizing an LOA to an employee.

If the LOA is due to illness or injury, all sick leave must also be used prior to authorizing an LOA.

2. **Criteria**. Factors considered by the City in granting an LOA include the reason for the leave; departmental work requirements; the employee's length of service, work performance and disciplinary history.

3. **Reasons for LOA.** An LOA may be considered in the following circumstances:

   - Recovery from extended illness**,** injury or temporary disability.
   - Extended care for immediate family members.
   - Educational purposes when successful completion will contribute to the work of the City.
   - Public service assignment.

4. **Documentation**. Requests for LOA without pay must be made in writing to the employee's department director as far in advance as possible prior to the requested leave date. Requests for an extension of leave must also be in writing and submitted to Human Resources. The need for a medical LOA must be supported by documentation acceptable to the City, including but not limited to a doctor's explanation of why the employee cannot perform the essential functions of the position, when the employee is expected to return to work, and periodic updates regarding the employee's ability or inability to return to work in a full or modified duty capacity.

   Any employee on LOA without pay must contact Human Resources weekly to report on the employee's condition or status. Before returning to work from a medical LOA, the employee must submit a letter from the doctor stating that the employee is able to resume normal job duties. The City may also impose additional return to work requirements.

5. **Other Employment during Leave**. Under no circumstances may an employee on an authorized LOA without pay work another job, whether for pay, as a volunteer or as self-employment, unless expressly authorized in writing by the department director and Human Resources.

6. **Reinstatement**. Employees returning from an LOA will be reinstated to their same position or one of similar pay and status, provided the City's circumstances have not changed to the extent that it would be impossible or unreasonable to provide reinstatement. If the same job or one of similar pay and status is not available, reinstatement may, at the City's discretion, be deferred until a position is available. Usually, an employee who fails to return to work at the conclusion of an approved LOA will be considered to have voluntarily resigned employment with the City.

7. **Benefits/Premium Payments**. All LOA's are unpaid. Vacation, sick leave, holiday pay, and other benefits do not accrue during an unpaid LOA. Any benefit continuation during an LOA must be approved in advance by Human Resources and the City Manager.

Any insurance premiums, or partial premiums, normally paid on behalf of the employee by the City will not be paid by the City beginning the first day of the month following the starting date of an LOA. Employees who have group health or any other kind of insurance through the City continue to be responsible for paying their portion of the premiums while on a LOA. An employee's failure to pay either the employee's, or the City's, portion of insurance premiums during an LOA may result in cancellation of coverage.

8. **Revocation**. The City Manager may revoke authorized leave without pay at any time. Failure to return to work after the expiration of an authorized LOA or failure to provide required medical status reports, physician's statements, or to contact the City per the required schedule will likely result in revocation of the LOA and/or disciplinary action up to and including dismissal.

## K. WORKERS COMPENSATION INSURANCE AND LEAVE

**Every injury, no matter how minor, must be reported to the Human Resources within 24 hours of occurrence by the injured employee's supervisor.**

Workers Compensation benefits are provided, as required by law, for injuries or illness arising out of job-related duties, and is free to Employees.

1. **Police Personnel**. Police personnel will be compensated according to State law for injuries occurring in the course of employment.

2. **All Other City Employees**. All other employees will adhere to the following policy upon incurring an on-the-job injury:

   - **First Seven (7) Days**. The City will pay the employee's full salary for the first seven (7) calendar days, whether that employee is a regular employee, still in the probationary period, full-time, or temporary

   - **After First Seven (7) Days**. If the employee must be absent from work for more than seven (7) calendar days, Worker's Compensation will pay either 66 2/3% of the employee's full salary, or a set amount (whichever is less). The City will provide the difference between the employee's regular pay and the Worker's Compensation payment. The combined total of the City paycheck and the Worker's Compensation check shall not exceed the employee's regular salary.

   - **Time Limit**. The time limit for use of injury leave is five (5) months, with the count beginning on the first day the employee is off work. At the end of five (5) months, the employee will either receive Workers' Compensation checks only, or he/she will begin to use accrued sick or vacation leave. No exceptions to this policy will occur.

   - **Modified Duty**. If modified duty can be arranged by the supervisor, the employee shall return to work on a modified duty status with no loss in pay. The doctor is to determine what modified duty entails as far as activity. As soon as the doctor rules that the employee is able to return to full duty, he/she will be taken off modified duty and placed back on his/her regular tasks.

- **Return to Work**. If at any point information is obtained that the employee is able to return to work but not willing to do so, the Human Resources will report this information to the Worker's Compensation insurance carrier and the carrier will investigate the matter. Refusal to return to work could result in the lost of Worker's Compensation benefits and the possibility of termination.
- **Benefits**. Employees accrue vacation, sick and holiday leave while on injury leave.

For information on eligibility and injury reporting procedures for bona fide, on-the-job, work-related injuries, please see the section in this manual under the main heading **Worker's Compensation**.

### L. USING LEAVE IN COMBINATION

When an employee who is on sick leave has exhausted his or her accrued sick leave, the employee will automatically be placed on vacation leave if the employee has accrued vacation leave available, and then on compensatory leave if the employee has that leave available.

Sick leave cannot be used for vacation purposes when vacation leave is exhausted.

With the approval of the employee's department head and the City Manager, other types of leave may be used in combination or coupled with holidays if it is determined to be in the best interests of the City and the employee.

## SECTION 9. HOLIDAYS

### M. LIST OF HOLIDAYS

The following is a list of approved holidays:

| Holiday | Date(s) |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King, Jr. Day | 3rd Monday in January |
| President's Day | 3rd Monday in February |
| Good Friday | Friday before Easter |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19th |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veteran's Day | November 11th |
| Thanksgiving Day | Fourth Thursday In November |
| Day after Thanksgiving | Fourth Friday in November |

| | |
|---|---|
| Christmas Eve | December 24th |
| Christmas Day | December 25th |
| Day After Christmas | December 26th |
| Employee Option Day | Employee/Supervisor Discretion |

1. **Rules Governing Holidays**

- If the holiday occurs on Saturday, it will be observed on the preceding Friday. If the holiday occurs on Sunday, it will be observed the following Monday. The Mayor, upon approval by the City Council, may issue a proclamation declaring any day a holiday.
- Full-time regular employees will receive holidays off with pay. If a full-time regular, non-exempt employee is required to work on a holiday, that employee will be paid their regular hourly rate and will accrue a leave day to be taken in the future. Any accrued holiday leave will be paid upon termination.
- Part-time employees who regularly work at least 25 hours weekly may be granted reduced holiday benefits. Temporary employees are not eligible for paid holidays.
- An employee who is absent without leave on the day immediately preceding or following a City holiday shall not be paid for the holiday.
- City employees accrue an Employee Option Day after the employee completes six (6) months of satisfactory performance. Police officers accrue an Employee Option Day after the officer completes one (1) year of satisfactory performance.
- If an official holiday falls within a regular employee's vacation, the employee will be granted the holiday and not charged for a day of vacation.

- This section applies to employees who work on shifts other than Monday through Friday. Whenever a legal holiday on the current year's list of approved holidays falls on a regular employee's regular day off and the employee does not work that day, he or she will (1) be provided with an alternate day off on what would otherwise have been a regular workday for the employee, or (2) be paid his or her regular salary amount for the pay period involved, plus eight additional hours for the holiday.

## SECTION 10. WORKERS' COMPENSATION

### A. ELIGIBILITY FOR WORKER'S COMPENSATION

1. **Purpose**. Workers' compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring during the course and scope of one's employment. It is not designed to cover ordinary diseases of life. All employees and volunteers of the City are covered by workers compensation insurance.

2. **Eligibility**. Employees injured on the job are generally eligible for workers compensation benefits, which may cover the cost of hospitalization, doctors, treatment, prescription drugs and other related expenses, as well as possible partial salary continuation.

3. **Not Covered**. Injuries not directly related to or caused by a specific accident or incident that occurred in the performance of the employee's job duties for the City, injuries occurring while an employee or volunteer is working or volunteering for an employer or organization other than the City, and/or injuries occurring during self-employment, are not covered under the City's workers compensation plan.

## B. ACCIDENT AND INJURY REPORTING PROCEDURES

1. **Medical Attention**. When an employee is injured on the job, the City's first priority is to ensure that the employee gets timely medical attention. The employee must immediately report the circumstances of the accident and/or injury to the supervisor who will direct the employee to seek medical treatment, if necessary, from an approved provider list as provided by the City's Workers' Compensation insurance carrier or the Texas Department of Insurance.

2. **Reporting and Documentation**. The employee's supervisor is responsible for notifying Human Resources and the employee's department head immediately upon being made aware of an employee's involvement in an accident or injury. This timely notification is critical.

3. **Investigation**. The employee's supervisor will initiate a thorough investigation into the cause and circumstances of the accident causing the injury, including interviewing all witnesses and preparing a detailed written report explaining the facts of the accident that occurred. The supervisor must submit the City's Accident Report and any other related information to Human Resources no later than the next business day after the injury was reported or no later than 9 a.m. on Monday for injuries occurring over the weekend.

4. **Report Suspicious Circumstances.** If the employee's supervisor has reason to believe that an injury has been reported that is not directly related to or caused by a specific accident or incident occurring in the performance of the employee's assigned job duties, the supervisor must advise Human Resources of these circumstances. The decision of whether or not an injury will be covered by workers compensation will be made by the City's Workers' Compensation insurance carrier or the Texas Department of Insurance and not by the City.

5. **Employee Reporting Requirements**. If the employee's treating physician recommends convalescence at home, the employee is required to contact the supervisor each day during the time away from work and to report to Human Resources each Friday. For every doctor's office visit, the employee is required to obtain from his doctor a completed Work Status

Report, which includes the employee's diagnosis, when the employee is expected to be able to return to work, the employee's restrictions and the date of the employee's next appointment. It is the employee's responsibility to ensure that a copy of the Work Status Report is forwarded to Human Resources and to the employee's supervisor. Failure to report to Human Resources as required may result in disciplinary action, up to and including termination of employment.

6. **Returning to Work**. The employee is to return to work immediately after treatment unless the employee's physician will permit neither regular duty nor modified duty. The employee must have a written release from the doctor to return to work and the release must specify any restrictions. The City does not guarantee the availability of a modified duty opportunity. However, the employee must accept any modified duty assignment that is offered, including an assignment in another department.

7. **Approval of Modified Duty Assignments**. All modified duty assignments must be approved by Human Resources to ensure compliance with the City's policies, the physician's restrictions/release, and with the Americans with Disabilities Act as Amended (ADAAA).

8. **Maximum Time Limits**. The City will hold open an employee's position, following an injury that occurred while performing official job duties or conducting City business, for a reasonable time period if holding the position does not result in undue hardship on the City. Twelve (12) weeks of this period will be deemed leave under the Family and Medical Leave Act (FMLA), running concurrently with the employee's workers compensation leave.

9. **Consideration of Reasonable Accommodations**. Human Resources will engage in discussions of any reasonable accommodations that may assist the employee in performing the essential functions of the job. At the end of the reasonable period of time, should the employee still be unable for any reason to perform the essential duties of the job, with or without accommodation, the employee's position may be filled, and the employee may be considered for a vacant position for which the employee is qualified and released from the physician to perform.

   If no vacant position is available for which the employee is qualified, if not selected to fill the vacant position or if the employee declines to accept another position, employment with the City will be terminated.

## SECTION 11. DRUG AND ALCOHOL USE POLICY

### A. DRUG-FREE AND ALCOHOL-FREE WORKPLACE

It is the desire of the City to provide an alcohol and drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner.

## B. PROHIBITION AGAINST ALCOHOL AND ILLEGAL AND UNAUTHORIZED DRUGS

While on City premises, while on duty, while conducting City-related business or other activities off premises, while at City locations that sell alcohol, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment, no employee may use, possess, distribute, sell, or be under the influence of alcohol (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

The use of alcohol by a City employee during a business lunch is prohibited even though the person with whom the employee is having lunch may be consuming alcohol. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive his or her own personal vehicle while under the influence of alcohol. No employee in his or her work-related capacity should ever be impaired because of the excessive use of alcohol. City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.

## C. PROHIBITION AGAINST ILLEGAL AND UNAUTHORIZED DRUG-RELATED PARAPHERNALIA

This policy also prohibits the use, possession, distribution and sale of drug-related paraphernalia while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

## D. PERMISSIVE USE OF PRESCRIBED AND OVER-THE-COUNTER DRUGS

The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property, or other equipment) effectively and in a safe manner that does not endanger the employee, citizens, or other individuals in the workplace. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

## E. POLICE DEPARTMENT EMPLOYEES

Certain City Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempted from certain portions of this policy under certain limited conditions. Additional guidelines may be established by Police Department operating procedures.

## F. MANDATORY DISCLOSURE BY EMPLOYEES

Employees taking prescription medication and/or over-the-counter medication must report such use to either their department director or to the City Manager if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of his or her job (or operate a vehicle, property, or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens, or other individuals in the workplace. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

## G. ON-CALL EMPLOYEES

Employees scheduled to be on call are expected to be fit for duty upon reporting to work. Any employee who is scheduled to be on call, and is called out, is governed by this policy. Sometimes, an employee who is not scheduled to be on call may nevertheless be called out. If this or any other situation occurs where the employee called out is under the influence of alcohol or has a presence in the system of drugs, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.

## H. MANDATORY REPORTING OF ARRESTS AND CONVICTIONS

Employees must notify their immediate supervisor and the department director, in writing, of any alcohol or drug-related arrest and/or conviction (including a plea of *nolo contendere*) or deferred adjudication, for a violation occurring off duty and/or in the workplace as soon as possible or no later than twenty-four (24) hours after the arrest and/or conviction.

## I. OFF-DUTY CONDUCT

The City may take disciplinary action, up to and including termination of employment, if an employee's off-duty use of or involvement with drugs or alcohol is damaging to the City's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use, or involvement adversely affects the employee's job performance. Any employee reporting to work under the influence of illegal drugs or alcohol (.02 bac or higher) may be disciplined, up to and including termination.

## J. REHABILITATION/TREATMENT.

1. It is the City's desire to assist employees who voluntarily request assistance with alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge the problem and seek and accept counseling and/or rehabilitation before it impairs job performance and/or jeopardizes the employee's employment.

2. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of absence to participate in a rehabilitation or treatment program. (An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action.) The leave of absence may be granted in the City's sole discretion. Factors considered by the City in deciding whether to grant leave include:

- The length of the employee's employment with the City;
- The employee's prior work and disciplinary history;
- The employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation/treatment program;
- The reputation of the program and the likelihood of a successful outcome;
- The employee's compliance with City policies, rules, and prohibitions relating to conduct in the workplace;
- The resulting hardship on the City due to the employee's absence. Unless otherwise required by law, it is the City's policy to grant such a leave of absence only once during the course of an employee's employment with the City.

3. The cost of any rehabilitation or treatment may be covered under the City's group health insurance policy. In any case, the employee is responsible for all costs associated with any rehabilitation or treatment program.

4. During time off for a City-approved rehabilitation or treatment program, the employee must use any available vacation leave, sick leave, compensatory time off, or other accrued paid leave time.

5. If the employee successfully completes the prescribed rehabilitation or treatment, the City will make reasonable efforts to return the employee to the prior position or one of similar pay and status. However, employment with the City following a City-approved leave for rehabilitation or treatment is conditioned on the following:

   - Initial negative test for drugs and/or alcohol before returning to work;
   - A written release to return to work from the City-approved rehabilitation or treatment facility/program;
   - Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the City-approved rehabilitation or treatment program, if applicable;
   - In addition to any testing required in connection with the employee's ongoing treatment or follow-up to treatment, all employees who participate in rehabilitation or treatment under this section will also be required to submit to periodic and/or random testing by the City during the two years following the employee's return to work following treatment;
   - The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by Human Resources. The employee must meet with Human Resources to discuss the terms of continued employment and sign a formal agreement before returning to work.

## K. POLICY VIOLATIONS

Violations of this policy will lead to disciplinary action, up to and including immediate termination

of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police Department may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or Human Resources to receive assistance or referrals to appropriate resources in the community.

## L. TESTING

1. **Types of Tests**. Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, Intoxilyzer, blood, or other generally-accepted testing procedure. City employees are subject to five types of testing: pre-employment (applicants), post-accident (all employees), random (employees in safety-sensitive positions), reasonable suspicion (all employees), and return to duty (specific employees).

2. **Testing of Applicants**. All applicants to whom a conditional offer of employment has been made will be required to submit to testing for alcohol and illegal and unauthorized drugs. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the City.

3. **Testing of Employees.**

- Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or "near miss," when reasonable suspicion exists, or in connection with any required treatment or rehabilitation. The City may conduct random testing on employees holding safety-sensitive positions.
- Police Department employees are also subject to any applicable departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
- For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee's behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
- Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee's normal work time.
- Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.
- A positive test result is a violation of the City's Drug and Alcohol Use Policy and may

result in disciplinary action up to and including termination of employment. Any employee who is terminated for violation of the City's Drug and Alcohol Use Policy is ineligible for future employment with the City.

- The City has additional obligations when testing for controlled substances and alcohol for those employees who are licensed to drive commercial City vehicles regulated by the U.S. Department of Transportation. Please see the City's Drug and Alcohol Policy for DOT Employees for additional information.

**Testing Procedures.**

- All testing must normally be authorized in advance by both the employee's department director and Human Resources. If the department director is unavailable within a reasonable period of time, Human Resources may, with sole discretion, authorize the testing of an employee. If Human Resources is unavailable within a reasonable period of time, the department director may, with sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led the supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Testing should be arranged as soon as possible after the supervisor's articulable observations.
- If an employee's conduct resulted in a workplace accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the City's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, in its discretion, reassign the employee or put the employee on administrative leave until the test results are received. The City will make arrangements to have the employee transported home after the testing.
- All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the City. Positive test results may be subject to confirmation testing.
- Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by Human Resources; supervisors and managers on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

## M. SEARCHES

The City may conduct unannounced searches or inspections of the work site, including but not limited to City property used by employees such as lockers, file cabinets, desks, and offices, computer and electronic files, social media sites, cell phones, text messages, whether secured, unsecured or secured by a lock or password provided by the employee; the employee shall have

no expectation of privacy. No supervisor has the authority to deviate from City policy. If reasonable suspicion exists, the City may also conduct unannounced searches or inspections of the employee's personal property located on City premises, including vehicles parked on City parking lots.

All searches must be authorized and conducted under the direction of Human Resources and/or the City Manager. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.

## SECTION 12. DRUG AND ALCOHOL POLICY FOR EMPLOYEES UNDER DOT REQUIREMENTS

### A. EMPLOYEES / APPLICANTS SUBJECT TO TESTING.

City employees who drive a commercial motor vehicle (CMV) requiring a Commercial Driver's License (CDL) as part of their job duties are subject to alcohol and drug testing as required by the U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration and as outlined in this policy. The employee's supervisor or Human Resources will advise the employee if the employee is subject to DOT testing and the terms of this policy. Employees who are not required by DOT to hold a CDL are not subject to this policy. Applicants for employment for a position requiring a CDL are also subject to testing under this policy.

Employees covered by this policy are also required to comply with the City's Drug and Alcohol Use Policy. In other words, this DOT Drug and Alcohol Policy is in addition to, not in lieu of, the provisions of the City's general Drug and Alcohol Use Policy. DOT tests will be completely separate from non-DOT tests in all respects. DOT tests take priority and will be conducted and completed before a non-DOT test is begun. All drug and alcohol testing performed under this DOT Policy will comply with applicable DOT procedures. If this policy conflicts with DOT regulations in any way, the DOT regulations will govern.

An employee subject to the provisions of this policy may be a person employed by the City, a contractor engaged by the City or an employee of such contractor. City positions currently subject to the testing provisions of this policy are all drivers with Class A, Class B or Class C CDL's. The positions may change as job responsibilities change or as new jobs are added to the City's work force. Employees required by DOT to hold a CDL, due to the type of equipment they operate, are subject to this policy whether or not this list is immediately updated to include their job titles. Employees who hold these jobs are required to carry their CDLs when they are at work or are operating City equipment.

### B. PROHIBITED ALCOHOL USE.

1. **On-duty and Pre-duty Use.** Reporting for, or remaining on, duty requiring the performance of safety-sensitive functions is prohibited under the following conditions:

    - ♦ While having a breath alcohol concentration of 0.04 or more as indicated via breath test;
    - ♦ While using alcohol; or

- Within 4 hours after using alcohol.

2. **Use Following an Accident**. An employee required to take a post-accident alcohol test pursuant to this policy is prohibited from using alcohol for 8 hours following the accident, or until undergoing a post-accident alcohol test, whichever occurs first.

## C. PROHIBITED DRUG USE

Illicit use of drugs by safety sensitive drivers is prohibited both on and off duty. An employee may not report for duty or remain on duty when using or after use of any controlled substances, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the employee that the substance will not adversely affect the employee's ability to safely operate a CMV. An employee may not report for duty, remain on duty or perform a safety sensitive function if the employee tests positive for controlled substances or has adulterated or substituted a test specimen.

## D. REQUIRED ALCOHOL AND DRUG TESTS

DOT requires the following testing for covered drivers: pre-employment, post-accident, random, reasonable suspicion, return-to-duty and follow-up testing. Before conducting any required DOT testing, the City will notify the driver that the alcohol or drug test is required by DOT regulations.

1. **Pre-employment Testing**. Drug and alcohol tests will be conducted after a conditional offer of employment is made, but before actually performing safety-sensitive functions for the first time. These tests are also required when employees are promoted, demoted or transferred into a safety sensitive driver position.

2. **Post-accident testing**. Drug and alcohol tests will be conducted after accidents in which the driver's performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation. Post-accident testing must be conducted as soon as practicable on all surviving drivers following an occurrence involving a CMV operating on a public road in commerce, as follows:

   - When the employee is issued a moving traffic violation citation and one or more of the vehicles involved is disabled and must be towed from the scene;

   - When the employee is issued a moving traffic violation citation, and any person involved in the accident is injured to the extent that he/she requires and receives immediate medical treatment away from the scene of the accident; or

   - In an accident involving a fatality, testing will be performed on anyone who was performing safety sensitive functions with respect to the vehicle.

   An employee subject to post-accident testing must remain readily available for such testing or will be deemed by the City to have refused to test. Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period

necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

In post-accident situations, the City may substitute a blood or breath alcohol test for a urine drug test, so long as the test is performed by state or local law enforcement officials using procedures required by their jurisdictions, provided such test results are received directly from the local jurisdiction or the driver. A positive post-accident test administered by law enforcement will result in the same action as a positive post-accident test performed at the City's behest.

- **Post-Accident Alcohol Testing**. If alcohol testing cannot be administered within 2 hours of one of the above listed occurrences, a written statement explaining why the alcohol test was not promptly administered must be provided to Human Resources by the appropriate supervisor. If alcohol testing cannot be administered within 8 hours after the occurrence, the City will cease attempts to administer an alcohol test and document the reasons the alcohol test was not administered. This report must be promptly forwarded to Human Resources.
- **Post-Accident Drug Testing**. A driver will be drug tested as soon as practicable but not later than 32 hours after one of the above listed occurrences. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to Human Resources.

3. **Reasonable Suspicion Testing**. Reasonable suspicion drug and alcohol testing is conducted when a trained supervisor has reason to believe that an employee is in violation of this policy. The reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee; the observations may also include indications of the chronic and withdrawal effects of controlled substances. The supervisor must consult with the Department Director (or designee) and affirm the basis of the suspicion. If the Department Director concurs, the employee will be required to undergo testing only after consultation with Human Resources. A written report of the reasonable suspicion observations must be prepared by the supervisor(s) who made the observation within 24 hours of the observed behavior or before the results of tests are released, whichever is earlier. This report must be promptly forwarded to Human Resources.

   - **Reasonable Suspicion Alcohol Testing**. Reasonable suspicion alcohol testing is permitted only if the reasonable suspicion observation is made during, just before, or just after, the period of the workday the employee is required to be in compliance with this policy. An employee may be directed to undergo reasonable suspicion testing only while the employee is performing, just before performing, or just after performing, safety sensitive functions.

     If alcohol testing cannot be administered within two (2) hours after the reasonable suspicion observation, a written statement that explains why the alcohol test was not promptly administered must be given to Human Resources. If alcohol testing cannot be administered within 8 hours after the observation, the City will cease attempts to administer an alcohol test, and the appropriate supervisor must immediately document

the reasons that the alcohol test was not administered; this report must be promptly forwarded to Human Resources.

Notwithstanding the absence of a reasonable suspicion alcohol test under this policy, an employee may not report for duty or remain on duty requiring the performance of safety sensitive functions while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. In such instances, the employee will not be permitted to perform or continue to perform safety sensitive functions until:

- ✓ An alcohol test measures the employee's alcohol concentration at less than 0.02; or
- ✓ 24 hours have elapsed since the reasonable suspicion observation was made.

♦ **Reasonable Suspicion Drug Testing**. A driver will be drug tested as soon as practicable but not later than 32 hours after the reasonable suspicion observation. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to Human Resources.

4. **Random Testing**. Drivers are selected for random, unannounced drug and alcohol testing using a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the employee's Social Security number, payroll identification number, or other comparable identifying numbers. Each driver subject to this policy will have an equal chance of being tested each time random selections are made. The number of drivers randomly selected will be in accordance with applicable DOT regulations. Each driver randomly selected for testing will be tested during the selection period. Dates and times for random testing are unannounced and spread reasonably throughout the calendar year.

   Each driver selected for random testing must proceed to the test site immediately after notification; if, however, the driver is performing a safety-sensitive function, other than driving a CMV, at the time of notification, the City will instead ensure that the driver ceases to perform the safety-sensitive function and proceeds to the testing site as soon as possible. A driver will be randomly tested for alcohol just before, during, or just after performing, safety sensitive functions; random testing for drugs does not have to be conducted in immediate time proximity to performing safety sensitive functions.

5. **Return-to-duty and follow-up testing**. Return-to-duty tests are conducted when a driver who has violated DOT's prohibited drug and alcohol standards returns to performing safety sensitive duties. Follow-up tests are unannounced, and at least 6 tests must be conducted in the first 12 months after a driver returns to duty; follow-up tests may be extended for up to 60 months following a driver's return to duty. Drug tests must be negative and alcohol tests must demonstrate a breath alcohol level of less than 0.02. The driver will pay all costs associated with return-to-duty testing.

   When applicable, the City will follow all applicable DOT regulations in requiring return-to-duty and follow-up testing. The City is not, however, required to hire an applicant or continue the employment of a driver who has violated DOT drug and alcohol regulations or this policy, and it is the policy of the City not to do so.

Thus, return-to-duty and follow-up tests are generally applicable only for those seeking assistance as set out below and, based on individual circumstances, for those who may have had an alcohol concentration of 0.02 or greater, but less than 0.04.

## E. REFUSAL TO TEST

An employee who refuses to be tested in any of the above circumstances, who obstructs the testing process, or who tampers with/alters a specimen, will not be permitted to perform or continue to perform safety sensitive functions and will likely be terminated. An applicant who does one of these prohibited acts will not be hired. Except in the case of pre-employment testing, a refusal to test includes the failure to appear for testing within a reasonable time, as well as failure to remain at the testing site until the testing process is complete. Failure to test also includes the failure to provide the required sample with no adequate medical explanation, and the failure to cooperate with any part of the testing process (e.g., refusing to empty pockets when asked to do so, behaving in a confrontational way that disrupts the collection process, or failure to undergo a medical exam or evaluation as directed by the physician medical review officer (MRO) as part of the verification process).

## F. ADDITIONAL INFORMATION ABOUT ALCOHOL TESTING.

1. **Consequences of a Positive Alcohol Test.** An employee who is tested and has an alcohol concentration of 0.04 or greater will be removed from safety sensitive functions and may be terminated. An employee who is tested and has an alcohol concentration of .02 to.039 will not be permitted to perform safety sensitive functions for a minimum of 24 hours and will be disciplined, up to and including termination. If not terminated, then the employee will receive a mandatory referral to a substance abuse professional. Any non-compliance with the treatment recommendations of the substance abuse professional will result in disciplinary action, up to and including termination. (The employee will be placed on administrative leave without pay during the treatment period. That employee may use accrued sick leave during the treatment period.)

2. **Alcohol Testing Procedures**. A trained breath alcohol technician will conduct alcohol tests. If the alcohol concentration is 0.02 or greater, a second confirmation test will be conducted in accordance with DOT regulations, the results of which will determine any actions taken. Any result of less than 0.02 alcohol concentration is considered a "negative" test. The second, confirmation test results determine if the employee is in violation of this policy. Testing procedures that ensure accuracy, reliability and confidentiality of test results will be followed pursuant to DOT regulations.

## G. ADDITIONAL INFORMATION ABOUT DRUG TESTING.

1. **Drug Testing Procedures**. Drug testing is conducted by analyzing a driver's urine specimen at a lab certified by the U.S. Department of Health and Human Services. The driver provides a specimen in a location that affords privacy, and the "collector" seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug-testing lab. "Split" urine specimens provide drivers with an opportunity for a second test, if needed.

2. If the driver challenges the validity of the test, then the employee has 72 hours to request

that the split specimen be sent for testing to another certified lab approved by Human Resources. The second test will be at the driver's own expense.

3. **Drugs Tested For.** DOT requires testing for the following drugs:

   - Marijuana (THC)
   - Cocaine
   - Amphetamines
   - Opiates
   - Phencyclidine (PCP)

   A screening test is performed first. If the results are positive for one or more of these drugs, then a confirmation test is performed. Whenever the terms "drug," "drugs" or "controlled substances" are used in this policy, they refer to the substances listed above. The City will not test for any other substances under this policy. The City may, however, (1) test for other controlled substances pursuant to its general Drug and Alcohol Use Policy; or (2) modify the list of DOT tested drugs at the direction of DOT.

4. **Review of Drug Test Results**. All positive drug test results are reviewed and interpreted by a physician medical review officer (MRO) before they are reported to the City. If the lab reports a positive result to the MRO, the MRO will contact the driver (either in person or by phone) and will conduct an interview to determine if there is an alternative medical explanation for the drug(s) found in the driver's urine specimen. If the driver provides appropriate documentation and the MRO determines that it is a legitimate medical use of the prohibited drug(s), the drug test result is reported as a negative to the City.

5. **Consequences of a Positive Drug Test**. A driver will be removed from safety sensitive duties and placed on administrative leave if the test returns a positive for drugs. The removal cannot take place until the MRO has interviewed the driver and determined that the positive test resulted from the unauthorized use of a controlled substance. A confirmed positive drug result will result in termination of employment.

## H. CONFIDENTIALITY

Test results may be released only to the driver, designated City officials, a substance abuse professional, laboratory officials or a medical review officer (MRO). Records will also be made available to a subsequent employer or other identified person upon the driver's specific written request. Test results will not be released to others except as required by law or expressly authorized in the applicable DOT regulations (e.g., the decision maker in a lawsuit, appeal or administrative proceeding initiated by or on behalf of the driver and arising from a positive DOT drug or alcohol test or refusal to test; this includes workers compensation and unemployment proceedings.)

All test results will be kept in a confidential file by Human Resources. Management and supervisory personnel who are authorized to have access to alcohol and drug testing results must maintain complete confidentiality regarding this information. City employees who make a reasonable suspicion observation or who witness an accident must also maintain confidentiality.

Breach of confidentiality relating to test results, or any other related matters, will likely result in disciplinary action, up to and including termination of employment.

## I. INFORMATION FROM PRIOR EMPLOYERS

For new hires, promotions and transferred employee-drivers seeking to perform safety sensitive functions for the first time, the City is required, with the driver's written consent, to obtain information from previous employers regarding alcohol test results of 0.04 or greater, verified positive drug test results, refusals to test (including verified adulterated or substituted drug test results), and any other violation of DOT drug and alcohol testing regulations within the two years prior to the date of the driver's application, promotion or transfer. Affected individuals must sign a Breath Alcohol and Drug Testing Results Request. The City will obtain and review the information before allowing the person to perform safety sensitive functions. If the City receives any such information about an applicant-driver, the applicant will not be hired; if such information is received about an employee seeking promotion or transfer, the employee will not be promoted or transferred to the driver position and may also receive disciplinary action, up to and including termination of employment.

The City will maintain a written, confidential record of the information it obtains and/or the good faith efforts it made to obtain the information. This information will be retained for a minimum of three (3) years. The City will also ask if the person has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the driver applied for, but did not obtain, safety sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two (2) years. If the person admits to such conduct, the person will not be allowed to perform safety sensitive functions for the City. If the driver refuses to provide the City with the required written consent, the driver will not be permitted to perform safety sensitive functions and will likely be disciplined (up to and including termination of employment) if employed, or not hired if applying for employment.

## J. NOTIFICATION TO APPLICANTS/EMPLOYEES OF POSITIVE TEST RESULTS

The City will notify applicants of the results of a pre-employment drug test if the applicant requests such results within 60 calendar days of being notified of the disposition of the employment application. The City will notify an employee of the results of random, reasonable suspicion and post-accident drug tests if the test results are confirmed positive, and also which controlled substance(s) verified positive after the MRO confirms the positive. The City will also make reasonable efforts to contact and request each driver who tested positive to contact and discuss the results of their drug test with an MRO who has been unable to contact the driver. The City will immediately notify the MRO that the driver has been notified to contact the MRO within 72 hours.

## K. EMPLOYEE ADMISSION OF DRUG/ALCOHOL USE

An employee who admits to alcohol misuse or drug use must do so in accordance with the City's general Drug and Alcohol Use Policy; provided, however, the employee may not self-identify in order to avoid the testing requirements of this DOT policy. Further, the employee must make the admission prior to performing a safety sensitive function, i.e., prior to reporting for duty.

The employee may not perform a safety sensitive function until the City is satisfied that the employee has been evaluated and has successfully completed educational or treatment requirements in accordance with the City's general Drug and Alcohol Use Policy.

A drug and alcohol abuse evaluation expert, i.e., an EAP professional, a substance abuse professional or a qualified drug and alcohol counselor, will determine successful completion. Prior to the employee performing safety sensitive functions, the employee must undergo a return to duty alcohol test with a result of less than 0.02 and/or a return to duty drug test with a negative test result.

### L. SAFETY SENSITIVE FUNCTIONS

For purposes of this policy, safety sensitive function or duty means all the time from the time a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety sensitive functions/duties include:

1. All time at a City, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the City;

2. All time inspecting equipment as required by applicable DOT regulations or otherwise inspecting, servicing, or conditioning any CMV at any time;

3. All time spent at the driving controls of a CMV in operation;

4. All time, other than driving time, in or upon any CMV;

5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and

6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

### M. TRANSPORTATION TO TESTING SITE

With the exception of pre-employment and random testing, employees will be driven to the testing facility by a supervisor. The supervisor will remain with the employee during the testing process. The City will make arrangements to have the employee transported back to the City or home, as appropriate, after the testing is complete.

### N. QUESTIONS

Anyone with questions regarding this policy should contact Human Resources.

## SECTION 13. PERFORMANCE APPRAISALS

### A. PURPOSES OF PERFORMANCE APPRAISAL SYSTEM

The City uses a thorough performance appraisal system for assisting supervisors in communicating job expectations, measuring the employee's level of past performance, recognizing employee

achievements and exemplary performance**,** and strengthening the supervisor-employee relationship. The performance appraisal system provides necessary information for management decisions including career development and training, assignments, advancements, transfers, disciplinary actions, retention, compensation, etc. The purpose of the performance appraisal system as outlined herein is to achieve optimum employee performance resulting in outstanding citizen service.

## B. SCHEDULE

1. Regular full time and part time employees are eligible for:

   - A performance review after six (6) months of their initial probationary period, except for new Police Officers, who serve a twelve (12) month probationary period**;** and
   - Annual performance appraisal in December of each year.
   - Newly transferred or promoted employees who are serving their initial probationary period may also receive periodic evaluations during their probationary period.
   - Department directors are not governed by the above schedule; the City Manager's office establishes a performance appraisal system for director-level positions.

## C. PERFORMANCE APPRAISAL PROCESS

1. **Written Appraisals**. All performance appraisal information must be written where required and forwarded to Human Resources for retention in the employee's official personnel file. An appraisal is considered complete at the time the employee signs and dates the appraisal document, or the supervisor and/or department director has a witness acknowledge the employee's refusal to sign the appraisal document.

2. **Clear Communication**. Supervisors will strive to clearly communicate all elements of job performance, key result areas, performance standards, measures, goals, strengths and areas of development needed. Each employee will sign and date a copy of the performance appraisal when it is reviewed with him, or her and the supervisor will forward a copy to Human Resources for filing in the employee's official personnel file and provide the employee a copy.

3. **Reviewers Properly Trained**. Department directors are expected to ensure compliance with this policy and ensure that supervisors and managers under their direction are adequately trained in the performance appraisal process. In order to correct any obvious errors or rating bias, department directors and/or mid-level managers are encouraged to review all performance appraisal documents for validity prior to the department supervisor conducting the performance appraisal meeting with the affected employee.

4. **Human Resources Responsibilities**. Human Resources will review all appraisal documents for obvious errors and return them to the department directors for any clarifications or procedural corrections. Human Resources is responsible for maintaining original appraisal documents in the City's official personnel files and for timely processing appraisals for any compensation due.

5. **Employee Responsibilities**. Employees are expected to be knowledgeable of their essential job functions and key result areas and maintain established performance standards and requirements as outlined. Employees are encouraged to address issues and concerns regarding their annual performance appraisal with their evaluating supervisor. If the employee is unable to resolve issues and concerns with the evaluating supervisor, the employee may address them with the department director; if the department director is the evaluating supervisor, the employee may go to the City Manager to address concerns.

## D. PERFORMANCE APPRAISAL APPEALS

Employees have the right to present an appeal concerning their performance appraisal. The performance appraisal appeal will follow the grievance procedure guidelines (See the Section on **Grievances**), through the City Manager level. The City Manager's decision is final.

# SECTION 14. EMPLOYEE CONDUCT & WORK RULES / DISCIPLINARY ACTION

## A. PURPOSE

To ensure orderly and productive operations and provide the best possible work environment, the City requires employees to follow rules of conduct that will protect the interests and safety of the City, its citizens and employees.

## B. PROGRESSIVE DISCIPLINE

In certain instances, the City will use a progressive disciplinary system. The City is not obligated to use all of the progressive disciplinary steps available, and may begin the disciplinary process at any level, up to and including immediate discharge, depending upon the severity of the conduct, the employee's work performance and prior disciplinary history, the employee's length of service, and any mitigating circumstances. **At-will employment status is not affected by the use the progressive discipline process.** Depending on the circumstances of each individual case, disciplinary action may consist of one or more of the following:

- oral warning
- letter of counseling
- written reprimand
- probation
- suspension (without pay)
- demotion
- Performance Improvement Plans
- discharge

## C. DOCUMENTATION

All forms of discipline, other than oral warnings, must be documented and will be placed in the employee's personnel file. Even an oral warning should be noted in writing by the supervisor or

director issuing the oral warning; the employee should be asked to acknowledge the oral warning, and the note, signed by the employee and the person conducting the oral warning, should be sent to the employee's personnel file.

Any written disciplinary action should set forth:

1. Examples of conduct, incidents, actions, or failures to act, that resulted in the discipline;
2. The discipline to be imposed,
3. The effective dates, and
4. If the action is not a dismissal, the likely effect if the employee continues to perform, or to fail to perform, in the manner that resulted in the disciplinary action.

In the event an employee is to be discharged, the supervisor, prior to taking the action, shall forward a copy of the documentation to Human Resources for review, who shall forward a copy of the proposed dismissal to the City Manager. The supervisor will also make a recommendation concerning the possible rehiring (or not rehiring) of the person in the future.

## D. SUPERVISORY RESPONSIBILITY

All employees with the responsibility and authority to supervise and direct employees under their control shall administer policies and procedures within their scope of authority; document their subordinates' job performance, conduct, and behavior as appropriate; properly conduct evaluations of subordinates in a timely manner; and discipline their subordinates as required under their departmental and/or City policies and procedures. Employees with supervisory responsibilities shall also address performance appeals submitted to them, as provided by policy, in a professional manner. The intent of these policies is to attempt to resolve such issues at the lowest possible supervisory level.

## E. REVIEW BY HUMAN RESOURCES MANAGER AND APPROVAL BY CITY MANAGER

Any proposed disciplinary action in excess of an oral warning must be reviewed by Human Resources prior to being given to the employee. This applies to both employees serving the initial probationary period and regular employees that have completed the initial probationary period.

Disciplinary actions, other than oral or written warnings, require the advance approval of Human Resources unless an emergency situation exists. Any written notice of disciplinary action will be included in the employee's personnel file.

## F. APPEAL RIGHTS

Where a disciplinary action involves a suspension of one (1) day (or one (1) shift) or more, demotion, and/or termination, the employee will normally be given an opportunity to respond to the allegations prior to disciplinary action being taken. However, positions classified as Director level and above are employed at the will and pleasure of the City Manager and have no right of appeal for any type of disciplinary action, including termination. Employees serving the initial probationary period have no right of appeal for disciplinary action taken against them.

## G. PROHIBITED ACTIVITIES

Disciplinary action will be imposed for violations of City or departmental policies and procedures, codes of conduct, rules and regulations, either written or verbal. In addition, acts which are not specifically addressed in policies and procedures, codes of conduct, and rules and regulations, yet may adversely affect the City or put the health and safety of fellow employees, citizens, or other third parties at risk, may also result in disciplinary action. It is impossible to list all the forms of behavior that are considered unacceptable in the workplace. The following are some examples of conduct that will likely result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or use of City property or other property not belonging to the employee;
- Falsification of timekeeping or other records, including employment application;
- Reporting for work or working under the influence of or a presence in the system of alcohol or illegal drugs;
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating City-owned equipment;
- Violation of City's policy regarding sexual or other unlawful harassment;
- Interfering with work schedules or another employee's ability to work;
- Misuse of City telephones, computers, mail systems, internet, etc.;
- Excessive or unscheduled absenteeism, tardiness in reporting for work or returning from lunch and breaks, or absence without notice and/or approval;
- Breaks in excess of the allotted time allowed;
- Violation of smoking/tobacco policy;
- Violation of safety or health rules and failure to immediately report an on-the-job injury/accident;
- Profanity, abusive language, or racial slurs;
- Unauthorized disclosure of confidential information;
- Violation of any provision of the City Charter;
- Violation of City or departmental policies, codes of conduct, rules and procedures;
- Coercion, intimidation, or threats against citizens, supervisors, co-workers, City officials**,** or others;
- Making or publishing false, vicious, or malicious statements about the City, or a City employee or citizen, or others;
- Unsatisfactory performance or conduct;
- Inefficiency, incompetence, or neglect of duty;
- Fighting, provoking or instigating a fight, or threatening violence;

- Disruptive activity in the workplace;
- Engaging in a work stoppage;
- Conduct which results in waste or damage of a co-workers, the City's, or citizen-owned property;
- Insubordination or other disrespectful or unprofessional conduct;
- Discourteous treatment of the public;
- Possession of weapons on City time, City premises, or while on City business (except for licensed police officers required to carry a weapon as part of their job duties or employees with concealed handgun license with permitted weapon locked in their personal vehicle);
- Violation of local, state or federal law;
- Conviction of a felony, including reasonable belief employee has committed a crime under Texas Penal Code or Class A or B misdemeanor involving moral turpitude, or repeated conviction of Class C misdemeanor charges, or any crime;
- Failure to timely return to work upon conclusion of authorized leave or disciplinary suspension;
- Outside employment that conflicts with, or potentially conflicts with, City interests;
- Acceptance of payment of any kind for activities related to City employment;
- Failure or refusal to follow lawful orders;
- Sleeping on the job;
- Dishonesty, including misrepresentation during the hiring process; or
- An accumulation of minor infractions.

## H. DISCIPLINARY MEETING

A disciplinary meeting will be scheduled prior to the imposition of a suspension of one (1) day (or one (1) shift) or more, demotion, or termination. The department director, the affected employee, (the meeting may also include a representative from Human Resources) attend the disciplinary meeting. During the meeting, the affected employee will be given an opportunity to present an explanation of the conduct leading up to the proposed disciplinary action. Employees will be given advance notice of the meeting. Employees may, in the City's sole discretion, be placed on administrative leave prior to, during, or after the disciplinary meeting. The employee will be notified of the City's determination following the meeting.

## I. ADMINISTRATIVE LEAVE

During an investigation into alleged offenses or violations of City policies, the City may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay, and may be charged to available accrued leave if authorized by the City Manager.

## J. ADDITIONAL INFORMATION

For additional information regarding procedures to be followed if the discipline results in separation by involuntary dismissal see the following sections of this manual relating to **Separations**.

## SECTION 15. SEPARATIONS

### A. TYPES OF SEPARATIONS

The City designates all employee separations as one of the following types:

1. **Resignation.** An employee who intends to resign is expected to notify the supervisor and/or Human Resources in writing at least (2) two weeks prior to the last day of work. Department Managers are expected to notify the City Manager and Human Resources at least thirty (30) days in advance. Employees who fail to give the required advance notice are typically not eligible for rehire.

2. **Retirement**. An employee who intends to retire is requested to notify the department director, supervisor, and Human Resources, in writing at least one month prior to the date of retirement. The Texas Municipal Retirement System (TMRS) application for retirement must be in the TMRS office the day of intended retirement date to lock in the in-service-date.

   - **Retiree Health Coverage.** An employee who retires from City employment and who is entitled to receive retirement benefits from TMRS is entitled to purchase continued health benefits coverage for the retiree and eligible dependents unless the person is eligible for group health benefits coverage through another employer. To receive continued coverage under the plan, the employee must inform Human Resources before the date of retirement.

     An employee can elect retiree coverage only if covered under the plan at the time of retirement. Similarly, a retiree may elect to cover only those eligible dependents that were covered under the plan at the time the employee retired. A person who was not covered under the plan at the time of the employee's retirement is not eligible for retiree coverage.

3. **Dismissal/Termination**. The City may terminate an employee's employment as a result of unsatisfactory performance or conduct and/or violation of City policies or procedures, including a new hire who fails the probationary period. City employees who are terminated, or who resign in lieu of termination, due to unsatisfactory performance, pending results of an investigation, or conduct and/or violation of City policies or procedures, are not eligible for rehire.

   Dismissal may also occur for the following:

   - **Job Abandonment.** If an employee fails to properly notify the City of an absence from work or if an employee is absent without authorization and/or notification for three (3) or more consecutive days, the City will normally consider the employee to have abandoned employment, and the employee will be terminated.

- **Long-Term Absence.** Leave of absence beyond 180 days may be granted if it is a reasonable accommodation justified by medical necessity.

  - ✓ This policy will be administered consistently with the City's obligations under the Americans with Disabilities Act and the Amendments to the Americans with Disabilities Act.

- **Incapacity**. An employee may be terminated for incapacity when the employee no longer meets the physical or mental requirements of the job with or without accommodations. A termination for incapacity is not considered a disciplinary action. The employee may receive accrued vacation and sick leave benefits if provided by policy, payable upon termination.

- **Reductions-in-Force/Reorganization.** An employee may be separated from City service when it is deemed necessary by reason of shortage of funds or work, the elimination of the position, other material change in the duties of the organization, or for other reasons which are outside the employee's control, and which do not reflect discredit upon the service of the employee.

  When reductions in force are necessary, decisions on individual separations will be made after considering:

  - ✓ The relative necessity of each position to the organization,
  - ✓ The performance record of each employee,
  - ✓ Qualifications of the employee for remaining positions with the city, and
  - ✓ The employee's length of service with the city.

  Employees who have been laid off may reapply to the City for another position. Qualified former employees will be given priority consideration in the event of a vacancy.

  When a regular employee who has been employed by the city for 12 continuous months is dismissed as a result of a reduction in force, he or she will be given a minimum of two (2) weeks' written notice and paid in full to the time of discharge including accrued benefits. In addition, the City department director will attempt to guide the employee to any available, suitable job openings in the area for which the employee qualifies.

- **Death.** If a City employee dies, the designated beneficiary or estate will be paid all earned pay and payable benefits.

**Separation Agreements/Severance Agreements.** At the City's sole discretion, an employee may be offered a Separation Agreement or a Severance Agreement relating to the employee's termination of employment. All Separation Agreements or Severance Agreements offered to department heads whose termination or removal requires City Council approval as stipulated in the City Charter, regardless of the financial terms or dollar amount, shall require prior approval by the City Council. **Procedure for Approval:**

1. The City Manager shall present all proposed department head separation agreements to the City Council for review and approval during a duly noticed public meeting.

2. The presentation shall include all relevant details of the agreement, including but not limited to the reasons for the separation, the financial terms, and any other pertinent information. Portions of the presentation may be made in closed session of the Council, as permitted by law.

### B. EXIT INTERVIEWS

The City usually provides separating employees with an exit interview prior to their last day of work. The purpose of the exit interview is to finalize all compensation due, return City equipment, provide explanation of any continuing benefits, review employment history, discuss the reason(s) for the separation, and solicit constructive feedback to improve the City. Human Resources shall complete an Exit Interview Form, and the supervisor also completes a form.

Exit interviews are conducted confidentially by Human Resources. Information discussed during the exit interview may be shared with the City Manager's office and acted upon as deemed appropriate by the City. The department director (or designee) is responsible for promptly notifying Human Resources of all separations, arranging for the exit interview, and providing documentation of receipt of all departmental and/or City property from the exiting employee.

## SECTION 16. GRIEVANCES

### A. POLICY

It is the policy of the City, insofar as possible, to prevent the occurrence of grievances, and to deal promptly with those that occur. No adverse action will be taken against an employee who files a grievance in good faith with a reasonable belief in the grievance and who does not provide false information during the investigation.

The Texas Whistle Blower Act provides that the City may not suspend or terminate the employment of, or otherwise discriminate against, a City employee who reports a violation of law to an appropriate law enforcement authority, if the employee report is made in good faith.

An employee may file a grievance regarding their wages, hours, or conditions of employment, including but not limited to one or more of the following grounds:

- Improper application of rules, regulations, and procedures (but not the rules, regulations, and procedures themselves);
- Unfair treatment;
- Illegal discrimination based on race, religion, color, sex (including sexual harassment), age, disability, or national origin;
- Improper application of fringe benefits; or
- Improper or unsafe working conditions.

The City follows a grievance procedure which ensures a uniform process in the City's consideration of work-related grievances. Elements of the process include the right to be represented, the right to mount a defense, and the right to present written response(s) regarding resolution of the grievance.

## B. FINAL AUTHORITY

Grievances can be appealed through the employee's supervisor to the City Manager whose decision is final. City Council is the final authority regarding complaints and/or grievances against the City Manager.

## C. PROCEDURE

The following procedures are applicable to regular employees. If a grievance involves a complaint against the employee's immediate supervisor or department head, the complaint should be directed immediately to the Human Resources Department. In consultation with the City Attorney, the Human Resources Department will review the dispute, consider the facts, and may conduct an investigation. If a grievance involves a complaint against the Human Resources Director, the complaint should be directed to the City Manager or City Attorney.

1. **Informal Grievances**. The first step in the grievance procedure is for the employee to attempt to resolve the grievance by informal conference with his or her supervisor. If this informal conference does not result in a resolution of the problem(s) that is satisfactory to the employee, he or she may file a formal, written grievance.

2. **Formal Grievances**. Formal grievances must be in writing on a form provided by the Human Resources Department, signed by the employee, and presented to the employee's supervisor within twenty (20) City working days after the event(s) forming the basis of the grievance allegedly occurred or were reasonably discovered by the grievant. A statement of the specific remedial action requested by the employee must be included in the written grievance.

   An employee may be represented throughout the grievance process by a representative of their choice, including another City employee.

   The employee's supervisor shall, or if the complaint/grievance is against the immediate supervisor or department head, Human Resources Director shall:

   - Schedule and conduct a meeting with the employee and their representative (if any) within ten (10) City working days of receipt of the written grievance to allow the employee to present their grievance, including submission of written materials that the employee deems relevant to the resolution of the grievance;

   - Communicate a written decision on the grievance to the employee within fifteen (15) City working days after receipt of the grievance, sending a copy of the proposed resolution to the employee's file in the Human Resources Department, to the City Manager, as well as the department head.

**Written Appeal.** If no meeting is scheduled and held as required above, or if an employee receives no written resolution from the supervisor within fifteen (15) working days from the date on which the grievance meeting was held, or if the employee is not satisfied with the proposed written resolution from the supervisor, the employee may file a written appeal with the department director within ten (10) City working days after receipt of the written decision, or the time period for the receipt of a proposed resolution has elapsed.

The department director will review the file materials; consult with the Human Resources Director; and schedule a meeting with the parties involved no later than five (5) working days after receipt of the grievance appeal. Following the meeting, the department director shall respond in writing to the employee within ten (10) working days of the date on which the appeal was received in the department director's office, sending a copy to Human Resources and the City Manager.

**Next Level Written Appeal.** If the employee receives no written resolution from the department head within ten (10) working days from the date on which the appeal was filed with the department head, or if the employee is not satisfied with the department head's proposed resolution of the appeal, the employee may file a written appeal with the City Manager within ten (10) working days.

The City Manager shall review the file materials; consult with the Human Resources Director; and schedule a meeting with the parties involved no later than five (5) working days after receipt of the grievance appeal. Following the meeting, the City Manager shall respond in writing to the employee within ten (10) working days of the date on which the appeal was received in the City Manager's office, sending a copy to Human Resources. The decision of the City Manager is final and cannot be appealed further within the City.

3. **Maximum Time Periods**. At each stage of the grievance process, the time periods specified are maximums. Grievances should be dealt with promptly and written responses provided as quickly as possible.

4. **Documentation**. Copies of all documentation relating to the grievance will be forwarded to Human Resources Director immediately upon conclusion of each step in the grievance process and will be placed in the employee's personnel file.

5. **Grievances Relating to Sexual or Other Harassment or Discrimination**. Any employee may file a grievance related to alleged sexual harassment or discrimination on the basis of race, religion, color, sex (including sexual or other harassment), national origin, age, or disability.

   - The initial written grievance may, at the employee's option, be submitted directly to Human Resources immediately.
   - If the grievant alleges discrimination or sexual or other harassment by the City Manager, the employee may file the grievance directly with Human Resources or with the City Attorney. Such grievances shall also be filed within 10 working days of the alleged discriminatory act. In such instances, to allow adequate time for proper investigation, the total cumulative time period which would have been allowed at the

other steps in the grievance process is available to the appropriate authority before his or her written resolution of the grievance is required to be received by the employee.

- In all instances of alleged discrimination or sexual or other harassment, the City Attorney will be consulted before a written resolution is provided to the grievant.

6. **Grievances against the City Manager.** If an employee files a grievance complaining of the actions of the City Manager, the employee should bypass the Work-Related Problems procedure and submit the written grievance form to the City Attorney directly to initiate the process with the City Council. Such grievances will be resolved by the City Council using a process as similar to the standard grievance process as possible given the requirements of the Open Meetings Act.

7. **Requirement for Appeal if Dissatisfied**. If the employee is dissatisfied with any proposed resolution during the grievance process, he or she must appeal to the next step within the established time period. Failure to appeal implies that the employee is satisfied with the latest resolution.

## SECTION 17. PERSONNEL RECORDS

### A. PERSONNEL FILES

An employee's official personnel file contains all documents related to an employee's employment relationship with the City, except for medical records and I-9 forms.

An employee's personnel file does not contain information regarding an employee's medical record(s), nor does it contain any information relating to drug or alcohol testing. These medical files are confidential and are not released to anyone unless a "need to know" has been clearly established. Only Human Resources has routine access to employee medical records.

Federal law requires that the City maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the City maintains a separate medical file for each employee. Human Resources maintains these confidential medical files.

It is important that employees understand that medical records are confidential but that the confidentiality may be waived when the employee provides medical information to the supervisor or the other City employees, except Human Resources. When an employee provides information to the supervisor, the supervisor is expected to share the information only on an "as needed" basis with other members of management and with Human Resources.

In addition to protecting their own confidential medical information, employees must also respect the privacy and confidentiality of other co-workers' medical information. Employees are expected to use discretion and judgment when dealing with such information and should not disclose any information, gossip, rumors, or anything else that may constitute an invasion of a co-worker's privacy or breach of confidentiality. Failure to adhere to this policy will result in disciplinary action, up to and including, termination of employment.

The City must maintain current and accurate records of all employees' addresses and telephone numbers. It may become necessary to write or telephone an Employee at home about working

conditions or schedules. Each employee must promptly inform Human Resources of any changes in an address or telephone number. Employees must also promptly inform Human Resources of any changes in family status such as marriage, divorce, or births. Failure to do so may affect the ability to offer or continue any health benefits to which you or your dependents may be entitled. Any of the above changes should be reported at the time the changes occur.

As governed by the Texas Public Information Act, the employee may request, review, and obtain a copy of their personnel file.

Any request to inspect or copy personnel records must be made in writing with advance notice to Human Resources. The request form can be obtained from the Human Resources Department. The employee's request must be approved prior to the review of their personnel file.

The employee's personnel records may be made available to review at the Human Resources Department. In accordance with the Texas Public Information Act, the records will be made available no later than 30 calendar days from the date the City receives their written request to inspect or copy their personnel records. The City shall attempt to produce the personnel records as soon as practicable following the request, and no later than 10 City working days from the date of the request. If the request cannot be fulfilled within 10 City working days, the employee will be notified in writing no later than the 10th City working day of when the records will be available. In no event shall it take longer than 30 calendar days to produce personnel records to the employee (unless you/your representative and the City mutually agree in writing to a date beyond 30 calendar days but in no event later than 35 calendar days from receipt of the written request).

The City will strictly limit accessibility of personnel records to the employee, the employee's designated representative, the employee's immediate supervisor, department director, Finance Department or designee (material is restricted to financial matters), the Human Resources Department, the City Manager, the City Attorney, and any duly sworn officer of the court upon proper subpoena, court order, or written request, except when a request for personnel information is required under the Texas Public Information Act. In instances where a request has been made under the Texas Public Information Act for information contained in an employee's personnel file, the employee will be notified in writing that such a request has been made, along with the name of the person making the request.

Disclosure of personnel information to outside sources will be limited. However, the City will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations, and as otherwise legally required.

## B. INFORMATION DISCLOSURE ELECTION

Each employee may choose whether the City discloses the employee's home address and telephone number to the public on request. If a new employee does not request confidentiality within the first fourteen (14) days of employment, the home address and telephone number on file are considered public information, with the exception of police officers, whose addresses and telephone numbers are not public information.

However, employees may change their election for disclosure or confidentiality at any time. A form for designating this information as confidential or public is available from the Human Recourses Manager.

## SECTION 19. ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

The Employee Handbook contains important information about the City, and I understand that I should consult the Human Resources Department regarding any questions not answered in the handbook. I have entered into my employment relationship with the City voluntarily and understand that there is no specified length of employment. Accordingly, either the City or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice.

I understand and agree that no person other than the City Manager or the City Council may enter into an employment agreement for any specified period of time or make any agreement contrary to the City 's stated employment-at-will policy.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur, except to the City 's policy of employment-at-will. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the City Manager or the City Council have the ability to adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally binding agreement. I have had an opportunity to read the handbook, and I understand that I may ask my supervisor or any employee of the Human Resources Department with any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it. I further agree that if I remain with the City following any modifications to the handbook, I thereby accept and agree to such changes. City Council members will also be provided with a copy of these policies.

I have received a copy of the City's Employee Handbook – Policies and Procedures on the date listed below. I understand that I am expected to read the entire handbook. I understand that the official current version of the handbook is maintained in the Hyman Resources department. Additionally, I will sign two copies of this Acknowledgment of Receipt, retain one copy for myself, and return one copy to the City's Human Resources department on the date specified. I understand that this form will be retained in my personnel file. I further acknowledge that I will be notified via email of any changes to the contents of the handbook, and that upon such email notice I will sign two copies of this Acknowledgement of Receipt and will retain one copy for myself and return one copy to the City's Human Resources department.

_____ _____

*Employee Signature* *Date*

**THIS PAGE IS TO BE DATED, SIGNED AND RETURNED TO THE HUMAN RESOURCES DEPARTMENT UPON RECEIVING A COPY OF THESE POLICIES AND PROCEDURES**

**AGENDA ITEM NO. 5**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** November 21, 2024

**SUBMITTED BY:** Susie Quinn, City Secretary

**SUBJECT:** Consider approval of Resolution 24-2083; a resolution of the City Council of the City of Lago Vista, Texas cancelling the Regular City Council Meeting scheduled for January 2, 2025.

**BACKGROUND:** The City Council regularly meets on the first and third Thursday of each month.

**FINDINGS:** The scheduled meeting for January 2, 2025, follows New Year's Day, but posting the agenda and packet would need to occur during the city's Christmas Holidays, December 24th, 25th, and 26th which coincides with Christmas holidays. Many members of the City Council and the general public typically engage in holiday activities and may have prior commitments. It is deemed in the best interest of the City of Lago Vista to cancel the meeting scheduled for January 2, 2025, to allow the observance of the Christmas and New Years holiday sand allow staff and Council members to participate in holiday events and celebrations.

**FINANCIAL IMPACT:** N/A

**ATTACHMENTS:**
24-2083 Cancel Jan2-2025 Council Meeting.doc

**CITY OF LAGO VISTA, TEXAS**

**RESOLUTION NO 24 - 2083**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS CANCELLING THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR JANUARY 2, 2025.**

**WHEREAS,** the City of Lago Vista, Texas City Council meets on the first and third Thursday of each month; and

**WHEREAS,** the scheduled meeting for January 2, 2025, follows New Year's Day which is a national holiday in the United States; and

**WHEREAS,** the posting of the agenda and the agenda packet falls on December 26, 2024, a city holiday in conjunction with the Christmas Holidays during the week of Christmas; and

**WHEREAS,** many members of the City of Lago Vista City Council and the general public typically engage in holiday activities and may have prior commitments on or during Christmas week and New Year's; and

**WHEREAS,** it is deemed in the best interest of the City of Lago Vista City Council and its members to cancel the meeting scheduled for January 2, 2025, to allow Council and staff to observe the Christmas and New Year's holidays and allow members to participate in holiday events and celebrations.

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

**THAT,** the City Council of the City of Lago Vista, Texas hereby cancels the Regular City Council meeting scheduled for January 2, 2025.

**AND, IT IS SO RESOLVED. PASSED AND APPROVED** this 21st day of November 2024.

_____
Kevin Sullivan, Mayor

ATTEST:

_____
Susie Quinn, Interim City Secretary

On a motion by Councilor _____, seconded by Councilor _____, the above and foregoing instrument was passed and approved.

**AGENDA ITEM NO. 6**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** November 21, 2024

**SUBMITTED BY:** Lucy Aldrich, City Secretary

**SUBJECT:** Routine Reports from City Council Board/Commission/Committee Liaisons.

- Economic Development Advisory Committee, Councilor Saum
- Golf Course Advisory Committee, Councilor Saum
- Governmental Affairs, Councilor Saum
- Water Issues; Lower Colorado River Authority Board, Texas Water Development Board, and other entities as appropriate; Councilor Saum
- Turnback Canyon Trail Conservancy, Councilor Smith
- Airport Advisory Board, Councilor Durbin
- Planning & Zoning Commission, Councilor Durbin
- Board of Adjustment, Mayor Pro Tem Marion
- Lago Vista Independent School District, Mayor Pro Tem Marion
- Lago Vista Starry Skies, Mayor Pro Tem Marion
- Building and Standards Commission, Councilor Roberts
- Library Advisory Board, Councilor Prince
- Parks & Recreation Advisory Committee, Councilor Prince
- Lago Vista Property Owner's Association, Councilor Prince
- Youth Advisory Committee, Mayor Sullivan
- Keep Lago Vista Beautiful, Mayor Sullivan
- Capital Area Council of Governments, Mayor Sullivan
- CapMetro, Mayor Sullivan
- Texas Department of Transportation, Mayor Sullivan

**FINANCIAL IMPACT:** N/A

AGENDA ITEM NO. 7

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** November 21, 2024

**SUBMITTED BY:** Lucy Aldrich, City Secretary

**SUBJECT:** Routine Reports from City staff.

**FINANCIAL IMPACT:** N/A

**AGENDA ITEM NO. 8**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** November 21, 2024

**SUBMITTED BY:** Taylor Whichard, City Manager

**SUBJECT:** Presentation by the Travis County CDBG Office to Discuss Funding Opportunities Available Through the Home Rehabilitation Program and Various Other Programs for Residents of Lago Vista.

**BACKGROUND:** The Travis County CDBG Office reached out to the Mayor and the City Manager to discuss this Home Rehabilitation Program and requested an opportunity to present this information at a Council meeting.

Links to this program have already been made available on the City's website.

**FINDINGS:** This program is administered through the Travis County CDBG Office and is available to residents of Lago Vista. They also plan on attending the Christmas Tree Lighting event so residents have a chance to speak with them in more detail.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** N/A

**ATTACHMENTS:**
WS CDBG Home Rehab Brochure-r4-FINAL.pdf
WS CDBG PP Travis County CDBG Program Overview-11-2024-FINAL.pdf
WS CDBG Travis County CDBG Program Brochure-ENG_PY24.pdf
WS CDBG Travis County CDBG Program Overview-r4 (draft).pdf

**THE HOME REHAB PROGRAM SERVICE AREA INCLUDES:**

Unincorporated Travis County as well as:

1. Bee Cave
2. Creedmoor
3. Lago Vista
4. Lakeway
5. San Leanna
6. Webberville
7. West Lake Hills

Home Rehab funding may only benefit residents in these areas. Current funding only includes the areas noted above. Future funding will include other cities.

**THE HOME REHAB PROGRAM CAN ASSIST WITH:**

- ⇒ Repairs to home interiors and exteriors
- ⇒ Septic system rehab/repair
- ⇒ Roofing repairs
- ⇒ Improvements or additions of windows and exterior walls
- ⇒ Painting
- ⇒ Electrical repairs and improvements
- ⇒ And more!

# Travis County Home Rehabilitation Program

**Contact Information:**

Travis County CDBG Office
Health & Human Services

P.O. Box 1748
Austin, TX 78767
(512) 854-3460

CDBG

Travis County

Community Development Block Grant Program

## PROGRAM GOALS

The goals of the Home Rehabilitation ("Home Rehab") program are to: 1) help homeowners with much-needed home repairs; 2) reinvest in existing affordable housing stock; 3) allow residents to age in place; and 4) help create more sustainable, well-cared-for, affordable housing stock for future homeowners.

## WHAT DOES THE HOME REHAB PROGRAM OFFER?

The Travis County CDBG Home Rehab program offers minor home rehabilitation assistance to all eligible low-to-moderate income residents in the Travis County CDBG service area.

## WHO IS ELIGIBLE?

An eligible household must be a single-family, owner-occupied residence. The homeowner must reside within the Travis County CDBG service area, as listed on back page. ***Note, mobile homes are also eligible for the home rehab program***.

## HOW MUCH FUNDING MAY I RECEIVE?

**$24,999**. The cost of construction, inspections, and any other necessary project delivery costs will be included in the maximum assistance of $24,999.

## HOW DO I APPLY?

As of October 2024, the Travis County CDBG Office is seeking a program administrator. Once an administrator has been selected to operate the program, all clients will be redirected to a non-profit partner. In the meantime, those seeking help may reach out to the Travis County CDBG Office to be placed on a notification list. Once the program is officially relaunched (likely in January 2025), those on the list will be contacted.

**Email**: cdbg@traviscountytx.gov

## WHAT ARE THE PROGRAM INCOME LIMITS?

Homeowners must be low-to-moderate income to receive home rehab assistance, meaning the household adjusted gross income must be at or below 80% AMI, according to current Austin-Round Rock MSA.

## MAY I RECEIVE ASSISTANCE FROM MORE THAN ONE PROGRAM?

Yes. Homeowners may receive assistance from more than one program. Travis County cannot provide CDBG assistance to residents in another jurisdiction (i.e., Austin, Round Rock, or Pflugerville).

If, during the development of the scope of work, it is determined that work needed exceeds the $24,999 budget, the program administrator should seek referral assistance from other programs. Ideally, work should commence following the completion of the work performed by the Travis County CDBG Home Rehab program.

## HOW FREQUENTLY MAY I APPLY FOR ASSISTANCE?

Homeowners are eligible to receive funds from the program every 10 years.

## ASSISTANCE WILL BE FIRST-COME, FIRST-SERVED.

Once an application and an eligibility verification form are complete, if the household/homeowner is eligible, the homeowner may receive assistance. ****All program eligibility criteria must be met***.

# Travis County Community Development Block Grant ("CDBG") Program Overview

PRESENTED BY: YING VUTHIPADADON, CDBG PLANNING MANAGER

# Annual Outreach

Travis County has been a HUD entitlement urban county since 2006.

The Travis County CDBG Office conducts outreach annually to determine community needs in unincorporated Travis County, and all cities within the Travis County CDBG service area through cooperation agreements.

We put forth an intentional effort annually to deploy a participatory planning process to ensure we engage residents in the service area before we draft the annual action plan.

Annual outreach ensures we are aware of the needs of the community.

If a need is conveyed that is outside of the scope or funding priorities of the CDBG consolidated plan, staff will refer it to the applicable County department or program.

# Program Year 2025 (PY25) Community Needs Survey

We want to promote the annual community needs survey. The more feedback we collect, the better we can gauge:

- If new needs arise
- If needs have shifted due to unforeseen or unknown circumstances
- Annual feedback helps inform the Annual Action Plan, but it is not the sole determining factor.

We strongly encourage all cities to please ask your residents to complete the annual community needs survey.

We are also happy to attend community-led events and initiatives to discuss community needs further!

# Opportunity to Propose Projects

Each year, until March 31, the Travis County CDBG Office collects project proposal forms. Project proposals are typically submitted by community members, cities, non-profits, or city/county departments are requesting consideration for CDBG funding.

Critical items to remember when submitting a project proposal:

- Is the project located within the Travis County CDBG service area?
- Will the project meet a national objective (serve low-to-moderate income residents)?
- Is the proposed project idea a high priority in the current consolidated plan?

These are just a few of the main screening criteria we consider when assessing a project proposal. If a project is deemed viable, CDBG-eligible, and meets all criteria, the project may be added to an upcoming annual action plan!

We want to encourage our small city partners to inquire if they have a viable project!

# Home Rehabilitation Program

- The Home Rehab project has not been active since 2019; it was temporarily delayed due to the demands of COVID-19 response funding.
- There is a great need for home rehab and septic system repairs in the unincorporated area and small cities throughout Travis County.
- The program is slated to be accepting applications by January 2025.
- The Travis County CDBG Office is currently reviewing applicants to serve as the County's Home Rehab Program Administrator.
- Please review the home rehab brochure for more details.
- Prescreening/home rehab referrals may be submitted here: https://app.smartsheet.com/b/form/07dfd4a29cf141a9b50da92feef035f0

**THE HOME REHAB PROGRAM SERVICE AREA INCLUDES:**

Unincorporated Travis County as well as:

1. Bee Cave
2. Creedmoor
3. Lago Vista
4. Lakeway
5. San Leanna
6. Webberville
7. West Lake Hills

Home Rehab funding may only benefit residents in these areas. Current funding only includes the areas noted above. Future funding will include other cities.

**THE HOME REHAB PROGRAM CAN ASSIST WITH:**

- ⇒ Repairs to home interiors and exteriors
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- ⇒ Painting
- ⇒ Electrical repairs and improvements
- ⇒ And more!

# Travis County Home Rehabilitation Program

**Contact Information:**

Travis County CDBG Office
Health & Human Services

P.O. Box 1748
Austin, TX 78767
(512) 854-3460

CDBG

Travis County
Community Development Block Grant Program

## PROGRAM GOALS

The goals of the Home Rehabilitation ("Home Rehab") program are to: 1) help homeowners with much-needed home repairs; 2) reinvest in existing affordable housing stock; 3) allow residents to age in place; and 4) help create more sustainable, well-cared-for, affordable housing stock for future homeowners.

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The Travis County CDBG Home Rehab program offers minor home rehabilitation assistance to all eligible low-to-moderate income residents in the Travis County CDBG service area.

## WHO IS ELIGIBLE?

An eligible household must be a single-family, owner-occupied residence. The homeowner must reside within the Travis County CDBG service area, as listed on back page. ***Note, mobile homes are also eligible for the home rehab program***.

## HOW MUCH FUNDING MAY I RECEIVE?

**$24,999**. The cost of construction, inspections, and any other necessary project delivery costs will be included in the maximum assistance of $24,999.

## HOW DO I APPLY?

As of October 2024, the Travis County CDBG Office is seeking a program administrator. Once an administrator has been selected to operate the program, all clients will be redirected to a non-profit partner. In the meantime, those seeking help may reach out to the Travis County CDBG Office to be placed on a notification list. Once the program is officially relaunched (likely in January 2025), those on the list will be contacted.

**Email**: cdbg@traviscountytx.gov

## WHAT ARE THE PROGRAM INCOME LIMITS?

Homeowners must be low-to-moderate income to receive home rehab assistance, meaning the household adjusted gross income must be at or below 80% AMI, according to current Austin-Round Rock MSA.

## MAY I RECEIVE ASSISTANCE FROM MORE THAN ONE PROGRAM?

Yes. Homeowners may receive assistance from more than one program. Travis County cannot provide CDBG assistance to residents in another jurisdiction (i.e., Austin, Round Rock, or Pflugerville).

If, during the development of the scope of work, it is determined that work needed exceeds the $24,999 budget, the program administrator should seek referral assistance from other programs. Ideally, work should commence following the completion of the work performed by the Travis County CDBG Home Rehab program.

## HOW FREQUENTLY MAY I APPLY FOR ASSISTANCE?

Homeowners are eligible to receive funds from the program every 10 years.

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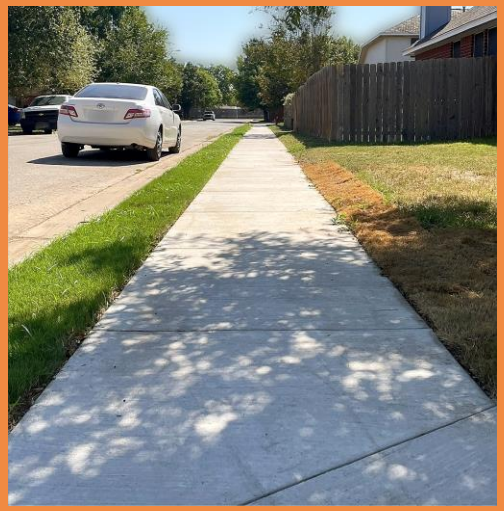
Once an application and an eligibility verification form are complete, if the household/homeowner is eligible, the homeowner may receive assistance. ****All program eligibility criteria must be met***.



*Austin Colony Sidewalk Repair Project*

## About the Annual Travis County CDBG Planning Process

| Month | Action |
|---|---|
| Feb-March | -Consultations with agencies and departments<br>-Public Needs Hearing |
| Due Mar 31 Annually | -Community Needs Survey<br>-Consultation Survey<br>-Project Proposal Form |
| April-May | -Evaluation of proposed project ideas<br>-Action Plan is drafted |
| June-July | -TCCC (Travis County Civil Court) approves Action Plan draft and process<br>-30-day public comment period<br>-Public hearing at TCCC to receive comments |
| August | -Final approval of Action Plan<br>-Submission to HUD (Department of Housing and Urban Development) |

## About the Travis County CDBG Program

- Established in 2006
- Housed in the Health and Human Services department of Travis County
- Receives approx. $1.6 million in federal grant money annually


**TRAVIS COUNTY CDBG PROGRAM**
P.O. Box 1748
Austin, TX 78767
(512) 854-3460


## Contact Us


**Email**: cdbg@traviscountytx.gov
**Web**: https://www.traviscountytx.gov/health-human-services/cdbg


## How To Provide Feedback

Complete the **Community Needs Survey**! We want to hear from you! Even if the needs conveyed are not funded by CDBG, the feedback helps to inform other County programs and services who may be able to meet those needs.

English: **Community Needs Survey**
Spanish: **Community Needs Survey**

For other ways to participate, click **HERE** or scan QR code

*Southeast Metro Playground Project*

*Award-Winning Project: Park Design Excellence Award by the Texas Recreation and Park Society*

# TRAVIS COUNTY CDBG PROGRAM

CDBG
Travis County
Community Development Block Grant Program

## About the Service Area

As of 2024, Travis County's CDBG Program Service Area consists of: Unincorporated Travis County and anywhere in the cities of:

1. Bee Cave
2. Creedmoor
3. Lago Vista
4. San Leanna
5. Webberville
6. West Lake Hills
7. Lakeway
8. Sunset Valley

The County's CDBG funding may only benefit residents in these areas.

## How Do Small Cities Participate?

Every three years, Travis County is required to complete a requalification or urban county renewal process. During this process, Travis County is required to invite all small (non-entitlement) cities within Travis County to participate in the County's CDBG program. Of the 22 jurisdictions within Travis County, three are metropolitan; four split places that traverse Williamson, Bastrop, Caldwell and Travis Counties, and 15 are small cities, eight (8) of which are part of the County's CDBG program as of 2024.

## Can Residents Apply for CDBG Funding?

Unfortunately, no. CDBG funds are not provided directly to residents. Instead, the Travis County CDBG Program funds subrecipients (nonprofit agencies), and/or contractors who then provide services that benefit low-to-moderate income (LMI) residents within Travis County's CDBG service area.

## How to Submit a Project Idea for CDBG Consideration

Project ideas can be submitted via the Travis County **CDBG Project Proposal Form**. Below are links to the form and to project evaluation and selection criteria:

English: Project Proposal Form
Español: Formulario de Proyecto Propuesto
Evaluation and Selection Criteria-click **HERE**

## Who Benefits from CDBG?

The Travis County CDBG Program serves low-to-moderate income residents within the County's CDBG service area who are at or below 80% area median income (AMI)/median family income (MFI).

## What is an Eligible Project?

Currently, only infrastructure and housing rehabilitation projects are eligible. For information regarding all eligible projects, click HERE. Priorities can change every five years via the 5-year Consolidated Plan (ConPlan).

## Does CDBG Fund Public/ Community Service Projects?

Until 2018, the CDBG program funded public/community service project activities. During the PY19-23 and moving forward into the new plan years, PY24-28, CDBG funding priorities shifted to infrastructure and home rehab projects. From 2019 to-date, CDBG funds have been allocated to infrastructure or home rehab projects. Due to the pandemic, the PY19-23 ConPlan and PY19 Action Plan were substantially amended to allow for community/public service projects only for coronavirus (CDBG-CV) projects.

*Crystal Bend Drainage Project*

## What is CDBG's Involvement in Affordable Housing?

Since the CDBG Program's inception in 2006, CDBG has been involved in affordable housing in the following ways:

1. ***Land Acquisition***
   CDBG funds contributed to the McKinney Falls affordable housing project, which was completed in 2018 and occupied between 2019 and 2020.
2. ***Fair Housing Analysis***
   The CDBG office administers Resolutions of No Objections (RONOs) fair housing screening to ensure all Low Income Housing Tax Credit (LIHTC) projects are affirmatively furthering fair housing.
3. ***Planning***
   Planning efforts include Housing Market Analysis, an Affordable Housing Policy Committee, and an annual assessment of needs and barriers to affordable housing.

# Travis County CDBG Program Overview

## How Long has Travis County had a CDBG Program?

Nineteen (19) years. Travis County is an **entitlement** community and began receiving an annual federal allocation from the U.S. Department of Housing and Urban Development in 2006.

## What is the Travis County's CDBG Office Capacity?

The Travis County CDBG Program currently (as of 2024) consists of a planning manager, a planning project manager (vacant, hiring), a senior planner, a planner, a CDBG administrative associate, and a CDBG-CV administrative associate. The CDBG-CV program provides CARES Act funding for the preparation, prevention, or response to COVID-19. As of June 2023, the CDBG Office is now a part of the Supportive Housing Division. This new division also has a Sr. Planner and Administrative Associate. The Travis County CDBG Program is currently administering three (3) state and federal funding sources. The Travis County general fund contributes local funds for administration costs. The Travis County CDBG Program community development funding sources are as follows:

| **Local (1)** | **State (1)** | **Federal (2)** |
|---|---|---|
| Travis County | CDBG-DR Infrastructure via GLO | CDBG via HUD |
| | | CDBG-CV via HUD |

*Note abbreviation meanings below:*

- HUD – U S. Department of Housing and Urban Development
- CDBG – Community Development Block Grant
- CDBG-DR – Community Development Block Grant – Disaster Recovery
- CDBG-CV – Community Development Block Grant – Coronavirus
- GLO – General Land Office
- TDHCA – Texas Department of Housing and Community Affairs

## Can Small Cities Participate in the Travis County CDBG Program?

Yes! Every three (3) years, Travis County is required (by HUD) to complete the Urban County Renewal or Requalification process. During this process, Travis County is required to reach out to every small city within Travis County's jurisdiction to extend an invitation to these small cities to participate in the Travis County CDBG Program. ***Participation*** means income eligible residents within the small city's jurisdiction can benefit from some Travis County CDBG programs, such as the home rehabilitation program. It also means other CDBG eligible projects may have an opportunity to be considered for funding. While participating in the County's CDBG program, small cities **may not** apply for CDBG funding with the State of Texas CDBG program.

There are twenty-two (22) jurisdictions within Travis County: three (3) metropolitan cities (Austin, Pflugerville and Round Rock); four (4) split places, which means cities that traverse Williamson County and Travis County (Cedar Park, Elgin, Leander, and Mustang Ridge); and fifteen (15) small/non-entitlement cities (**Bee Cave**, **Creedmoor**, Briarcliff, Jonestown, **Lago Vista**, **Lakeway**, Manor, Point Venture, Rollingwood, **San Leanna**, **Sunset Valley**, Village of the Hills, and Village of Volente, **Webberville**, and **West Lake Hills**).

As of 2024, the following small cities are a part of the Travis County CDBG Program and service area: San Leanna, Webberville, Bee Cave, Creedmoor, Lago Vista, West Lake Hills, and Sunset Valley. Only cities that have entered into a cooperation agreement with Travis County are a part of the County's CDBG program service area If a small city has not entered into a cooperation agreement, that jurisdiction's residents are ineligible for the County's CDBG program.

## What Areas Define the Travis County CDBG Service Area?

As of 2024, the Travis County CDBG service area (also referred to as the CDBG service area footprint) consists of: the unincorporated parts of Travis County as well as the following seven (7) small cities:

1. Bee Cave
2. Creedmoor
3. Lago Vista
4. Lakeway
5. San Leanna
6. Webberville
7. West Lake Hills
8. Sunset Valley (NEW)

## How Much Funding Does Travis County Receive Annually?

As of 2024, Travis County receives approximately $1.6 million in CDBG funds. The table below shows the CDBG allocation received from 2006-2024. Note, the table below also shows the program year (PY). Each program year period is October 1-September 30, annually.

| **2006-07** | **2007-08** | **2008-09** | **2009-10** | **2010-11** | **2011-12** | **2012-13** | **2013-14** |
|---|---|---|---|---|---|---|---|
| $838,659 | $848,245 | $833,133 | $866,380 | $942,749 | $790,136 | $896,341 | $855,543 |
| **2014-15** | **2015-16** | **2016-17** | **2017-18** | **2018-19** | **2019-20** | **2020-21** | **2021-22** |
| $999,649 | $1,075,760 | $1,087,585 | $1,108,778 | $1,205,291 | 1,164,241 | $1,190,916 | $1,264,331 |
| **2022-23** | **2023-24** | **2024-25** | **2025-26** | **2026-27** | **2027-28** | **2028-29** | **2029-30** |
| $1,296,262 | $1,398,407 | $1,624,715 | | | | | |

## How Do I Determine If My Program Activity is Eligible for CDBG Funding?

Anyone can search **24 CFR 570.201-205** to determine if an activity is eligible. However, if a resident, entity, or department wants to determine if an activity is eligible for CDBG funding, the Travis County CDBG Office requests project ideas for CDBG funding be submitted through the **CDBG Project Proposal Form**. If you have questions or need help with the form, please email **cdbg@traviscountytx.gov** or call (512) 854-3460.

## Can My Organization Apply for CDBG Funding?

Not at this time. Currently, the following process is used to determine annual funding allocations:

1. The CDBG Office first determines if there are approved projects that require additional funding to be completed (i.e., an infrastructure project that requires more than one funding allocation).
2. The CDBG Office will determine if a proposed project idea is:
    a. Eligible (per 24 CFR 570.201-205), and
    b. Meets a national objective (per 24 CFR 570.208) (low-to-moderate (LMI) income).
3. The CDBG Office will determine if the proposed project activity will serve clients in the CDBG service area.
4. The CDBG Office will determine if the activity is a **high priority** in the current 5-year ConPlan.

Only proposed projects that meet all criteria noted above may be considered for CDBG funding. The annual needs assessment and public input process remain a vital part in determining how community development funds are allocated and public input is considered in the decision-

making process for the Travis County annual federal allocation. However, an expressed need must also be eligible, meet a national objective, serve clients in the CDBG service area, and be a high priority in the 5-year ConPlan to be considered for funding.

## Did Travis County Receive CDBG-CV (CARES Act) Funding?

Yes. In April 2020, Travis County received $700,683 in CDBG-CV funds for the preparation, prevention, or response to COVID-19. In September 2020, Travis County received an additional $888,025. These funds are administered by the Travis County CDBG Program. Most of the Travis County CDBG-CV funds have been allocated to support community/public service needs for COVID-19 preparation, prevention, or response through subrecipient agreements with various non-profit organizations.

The Travis County CDBG Program administered a total of four grant application processes: one in May 2020, one in May 2021, one in May 2022, and one in May 2024.

## What Type of Projects are Eligible for Travis County CDBG-CV Funding?

Below is a list of Community/Public Service Activities that are eligible for CDBG-CV funding:

- Job Training/Expansion (i.e., Health Care Workers)
- Testing/Diagnosis/Other Services at a Fixed or Mobile Location
- Increase Capacity and Availability of Targeted Health Services for Infectious Disease
- Increased Capacity and Availability of Daycare or After-School Services
- Provide Equipment, Supplies, and Materials Necessary to Carry Out a Public Service such as: Food Banks; Youth Services; Health Care; WIFI; and Senior Services.
- Deliver Meals to Quarantined Individuals
- Pay Hotel Room Costs for Vulnerable Populations (e.g., homeless)
- Operating Food Banks to Distribute Food
- Operating and Maintenance Costs for Food Distribution Centers
- **Don't see your proposed project listed? Send us an email to inquire!**

DRAFT

## How Can I Provide Input about the Needs in My Community?

Please Complete the CDBG Community Needs Survey! (**English**) (**Spanish**)

We need and want to hear from you annually! Your input is critical and helps the CDBG Office understand how needs are changing or evolving on the grassroots/neighborhood level.

Please email us at **cdbg@traviscountytx.gov** or call (512) 854-3460 with your concerns!

## How Do I Request a Meeting?

Please email us at **cdbg@traviscountytx.gov** or call (512) 854-3460 to request a meeting.

Since March 2020, the Travis County CDBG Office began **meeting with residents virtually** due to the pandemic. We would love to engage your neighborhood! Please let us know if you desire a virtual neighborhood meeting! If we cannot meet virtually, we will do our best to accommodate meeting requests, but we must remain mindful of pandemic safety requirements. If you have access to social media, please follow the Travis County Facebook page and please join your neighborhood on NextDoor! The Travis County CDBG Office provides updates on NextDoor.

## Does the Travis County CDBG Office partner with other Departments and/or Agencies?

Yes! Daily, we work in partnership with the Transportation & Natural Resources (TNR) Department, the Auditor's Office, Purchasing, Legal, HHS Family Support Services (FSS), and the HHS Research & Planning (R&P) team. Each of these divisions or departments play a vital role in the overall success of the CDBG program efforts. We partner with these departments as well as others, on the administration of state and federal grant funds.

The Travis County CDBG Office has also worked with the following agencies to provide much needed community services for the preparation, prevention, or response to COVID-19: Integral Care, YWCA, Arc of the Capital, and Austin Child Guidance Center.

Annually, the CDBG Office receives input and feedback for the action planning process from ECHO, the Housing Authority of Travis County, the Department of State Health Services, Community Tech Network, as well as many other agencies.

Prior to the pandemic, the Travis County CDBG Office also led a multi-departmental Affordable Housing Policy Committee as well as the Regional AI Working Group. These efforts were placed on hold, due to the urgent needs and funding demands that took place due to the pandemic. The CDBG Office plans to resume these efforts in 2022.

## How Do I Learn More about the Travis County CDBG Program?

Visit the Travis County CDBG Program website here: **https://www.traviscountytx.gov/health-human-services/cdbg**

## What is the Difference Between a Subrecipient and a Contractor?

***SUBRECIPIENT*** means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

***CONTRACTOR*** means an entity that receives a contract as defined in this section.

***CONTRACT*** means, for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award. **For additional information on subrecipient and contractor determinations, see § 200.331**. See also the definition of *subaward* in this section.

***SUBAWARD*** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

DRAFT

**AGENDA ITEM NO. 9**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** November 21, 2024

**SUBMITTED BY:** Councilor Saum, City Council

**SUBJECT:** Discussion regarding Amendments to Chapter 5 of the Lago Vista Sign Ordinance.

**BACKGROUND:**

As discussed during the November 7th, City Council meeting, the current sign ordinance includes provisions for Class C misdemeanors, property liens, and significant daily fines as enforcement measures for violations. To align with a civil and administrative enforcement model, these amendments eliminate criminal penalties and liens, replace them with proportionate civil fines, and add options for temporary or permanent restrictions on repeat violators.

**FINDINGS:**

Proportional Enforcement: The current sign ordinance provisions in Sections 5.114, 5.116, and 5.117 allow for criminal penalties and property liens, which can be excessive and disproportionate for sign-related infractions. The proposed amendments seek to replace these with civil remedies that encourage compliance in a fair and balanced manner.

Focus on Civil Penalties: Transitioning to a civil enforcement model aligns with the City's policy of supporting proportional penalties. Civil fines and administrative measures are generally more appropriate for ordinance violations involving signage, allowing the City to enforce standards without criminalizing minor infractions.

Encouragement of Compliance Through Non-Monetary Consequences: By introducing the option to restrict repeat violators from posting signs for specified periods or indefinitely, the amended ordinance provides a meaningful, non-monetary deterrent for ongoing non-compliance. This alternative

supports public compliance without escalating fines.

Improved Fairness and Transparency: Establishing maximum daily fines of $250 for general violations and $500 for severe violations aligns with best practices in similar jurisdictions. The revised penalties ensure that enforcement is transparent and fair, with clear guidelines for civil remedies that prioritize corrective actions over punitive measures.

Alignment with Community Standards: The amendments reflect Lago Vista's commitment to civil-focused enforcement, respecting property owners' rights while promoting community standards. These changes support a positive relationship between the City and its residents by prioritizing civil remedies over criminal charges or property liens.

Cost Recovery Without Excessive Burden: The amended ordinance allows the City to recover removal and administrative costs through reasonable civil penalties, rather than liens or excessive fines. This approach balances cost recovery needs with fairness, ensuring that property owners are not unduly penalized for sign-related violations.

**FINANCIAL IMPACT:** Depends on various factors.

**ATTACHMENTS:**
Sign Ordinance Enforcement Amendment - Redlines.docx
Sign Ordinance Enforcement Amendment - Clean.docx

**EXHIBIT "A"**

# CHAPTER 5

# SIGNS

**Section 5.114 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 Board of Adjustment 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. Such expenses may include administrative costs, reasonable attorneys' fees, and other costs of removal. If the removal costs are not paid within fifteen (15) days after a formal demand for reimbursement, the City may assess a civil penalty as authorized under this chapter to recover these expenses.

**Sec 5.116 Violations And Penalties**

a) A person commits a violation if that person causes, allows, or permits a sign to be erected or maintained in violation of this chapter.
b) A violation of this section shall be subject to a civil penalty of up to $250 per day that the violation continues, or an amount not to exceed the value of the sign in question and removal costs, whichever is less. The total value of the penalty may not exceed the value of the sign and costs of removal, as determined by the City.
c) No culpable mental state is required to prove an offense under this chapter.

**Sec 5.117 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 $500.00 a day, or an amount not to exceed the value of the sign in question and removal costs, whichever is less. The total value of the penalty may not exceed the value of the sign and costs of removal, as determined by the City. This civil penalty is applied 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) A restriction on the individual's or entity's ability to erect, post, or maintain any sign within the City's jurisdiction for a specified period of time or indefinitely if the individual or entity is found to be a repeat violator of this chapter.
d) An impoundment fee may be charged to recover a sign that has been impounded based on the current city fee schedule.

**EXHIBIT "A"**

# CHAPTER 5

# SIGNS

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**…**

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c) A restriction on the individual's or entity's ability to erect, post, or maintain any sign within the City's jurisdiction for a specified period of time or indefinitely if the individual or entity is found to be a repeat violator of this chapter.

d) An impoundment fee may be charged to recover a sign that has been impounded based on the current city fee schedule.

AGENDA ITEM NO. 10

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** November 21, 2024

**SUBMITTED BY:** Councilor Saum, City Council

**SUBJECT:**

Discussion and consideration of exploring the creation of a Groundwater Conservation District (GCD) for the City of Lago Vista.

**BACKGROUND:**

Due to increasing concerns about water availability and dependence on Lake Travis, the City of Lago Vista should explore options to secure and manage additional water resources. The creation of a Groundwater Conservation District (GCD) could allow the City (and neighboring communities) to regulate and protect groundwater resources within its jurisdiction, potentially supplementing surface water supplies from Lake Travis and enhancing water security for residents.

A GCD would grant the City authority to permit and manage wells, regulate groundwater extraction, and implement conservation measures. Establishing a GCD could offer Lago Vista greater local control over its water resources, reduce reliance on lake water during times of drought or restricted lake access, and provide a structured approach to address water needs for a growing population.

**FINDINGS:**

Due to increasing concerns about water availability and dependence on Lake Travis, the City of Lago Vista should explore options to secure and manage additional water resources. The creation of a Groundwater Conservation District (GCD) could allow the City (and neighboring communities) to regulate and protect groundwater resources within its jurisdiction, potentially supplementing surface water supplies from Lake Travis and enhancing water security for residents.

A GCD would grant the City authority to permit and manage wells, regulate groundwater extraction, and implement conservation measures. Establishing a GCD could offer Lago Vista greater local control over its water resources, reduce reliance on lake water during times of drought or restricted lake access, and provide a structured approach to address water needs for a growing population.

**FINANCIAL IMPACT:** Unknown variables

**ATTACHMENTS:**
WS SS 2005-wilco-pgma-report.pdf
WS SS pgma-text.pdf

# UPDATED EVALUATION FOR THE WILLIAMSON, BURNET AND NORTHERN TRAVIS COUNTIES PRIORITY GROUNDWATER MANAGEMENT STUDY AREA

Prepared by

Abiy K. Berehe, P.G.

Water Rights Permitting and Availability Section
Water Supply Division

Priority Groundwater Management Area File Report

November 2005

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## EXECUTIVE SUMMARY ✯✯✯

A 1990 study by the Texas Water Commission [Texas Commission on Environmental Quality (TCEQ) predecessor agency] and Texas Water Development Board (TWDB) determined that Williamson County and parts of Bastrop, Bell, Burnet, Milam, and Travis counties did not meet the criteria to be designated as a "critical area" primarily because of the availability of surface water supplies to meet projected needs. By statutory definition, the critical groundwater problem criteria include shortages of surface water or groundwater, land subsidence resulting from groundwater withdrawn, and contamination of groundwater supplies. The Texas Water Commission, however, recommended that progress toward the conversion from groundwater to surface water usage should be reinvestigated at a later date, and if conversion plans were not being implemented or if groundwater conservation districts were not being formed, designation consideration for the area may need to be reconsidered. Since the 1990 study, the residents of Bastrop and Lee counties, Bell County, and Milam and Burleson counties have confirmed the creation of groundwater conservation districts. During the final phases of completing this report, the citizens of Burnet County also confirmed creation of a groundwater conservation district.

This priority groundwater management area (PGMA) update study summarizes and evaluates data and information that has been developed in Williamson, Burnet and northern Travis counties over the past two decades to determine if the area is experiencing or is expected to experience, within the next 25-year period, critical water supply problems. This report relies primarily on the data and supporting information for the 2001 Brazos G and Lower Colorado Regional Water Plans and the 2002 State Water Plan. The report also evaluates and uses information provided by stakeholders, other TWDB publications and data, data from the groundwater availability modeling for the Northern Segment of Edwards aquifer and the Trinity/Woodbine aquifers, and natural resources issues identified by the Texas Parks and Wildlife Department. The report evaluates the authority and management practices of existing water management entities and purveyors within and adjacent to the study area, and makes recommendations on appropriate strategies needed to conserve and protect groundwater resources in the study area.

On July 26, 2004, TCEQ mailed a notice to approximately 280 water stakeholders in the study area to solicit comments and information about water supplies and groundwater availability, water level trends, water quality, and groundwater management. Most respondents from Williamson County stated that the study area should not have critical groundwater problems during next 25-years and should not be designated as a priority groundwater management area. The Burnet Water Council commented that even though localized groundwater problems exist in the study area, the study area should not be designated as a tri-county PGMA due to different water use practices among the three counties.

The three-county study area gets water from Colorado River and Brazos River Basin sources and groundwater. In 2000, 164,876 acre feet (acft) of water was used: surface water accounted for 83 percent (137,459 acft) of the water used, and groundwater accounted for 17 percent (27,417 acft). The primary sources of surface water supply in the study area are from the Highland Lakes, Colorado River, and water supplied through the Brazos River Authority. The Edwards and Trinity Group aquifers are the primary groundwater sources in Williamson and northern Travis counties, and the Ellenburger-San Saba, Hickory, and Marble Falls, and Trinity Group aquifers are the primary groundwater sources for Burnet County. Other aquifers also supply groundwater to the study area.

The total quantity of water available for supply in the study area was estimated to be 345,209 acft in 2000, and is projected to decrease by eight percent between 2000 and 2030. In 2000, municipal use accounted for 141,667 acft (86 percent) of the total amount of water used, up from 107,254 acft in 1995, and up from 93,541 acft in 1990. Of the amount of water used for municipal purposes in 2000, 22,646 acft (16 percent) was supplied by groundwater sources and 119,021 acft (84 percent) was supplied from

surface water sources. Between the years 2000 and 2030, total population within the study area is projected to increase by approximately 91 percent. The total 2030 projected water demand for the three-county study area is anticipated to be 298,278 acre feet/year (acft/yr), an increase of 133,402 acft, or 81 percent over the 2000 water use. Municipal needs represent the largest demand for water in the study area and are projected to increase by approximately 124,667 acft over the 30-year planning period. Municipal needs account for 86 percent of the total water use in 2000 and increases to 89 percent of the total annual water demand for 2030, from 141,667 acft/yr to 266,334 acft/yr.

The water supply problems identified in the study area include lack of drought-reliable groundwater supplies, lack of firm supplies for some municipal use and most mining use, localized water level declines, potential groundwater supply impacts from new mining or industrial wells, and removal of groundwater from aquifer storage to meet future demands. Most water supply concerns in the study area are addressed with surface water contract renewal, on going and continued water supply infrastructure expansion, and Carrizo-Wilcox aquifer groundwater development for import - all management strategies adopted by the 2001 Brazos G and Lower Colorado Regional Water Plans. There are no significant changes to the management strategies identified in the two 2005 Initially Prepared Regional Water Plans for the study area. During the last 15 years, the study area water purveyors have secured and continue to secure additional surface water resources while not increasing the amount of groundwater use. Using the water demand projections developed by the Brazos G and Lower Colorado Regional Water Planning Groups, the TWDB groundwater availability predictive models for the northern Edwards and Trinity/Woodbine aquifers do not project future significant regional water-level decline to occur in the next 25-year period in the study area. Over the 50-year horizon, the model runs do predict that a gradual long-term water-level decline will occur in the Pflugerville-Round Rock-Georgetown area.

The groundwater quality in the Edwards aquifer is generally good, however, the aquifer is highly vulnerable to surface contamination. The quality of water in the aquifer is directly affected by the total environment of the water, from its origin as rainfall to its ultimate discharge from wells and springs in the aquifer. Most of the dissolved matter in the groundwater is from the solution of substances in the rocks that compose the aquifer. The groundwater quality of the Trinity group aquifer in the western portion of the study can be characterized as a calcium carbonate type water. Downdip to the eastern side of the study area, the water quality tends to decrease, becoming more saline. Water quality problems in the study area are best solved by coordinated efforts of state and local government, and water supply entities. The TCEQ Edwards Aquifer Protection Program rules address activities that could pose a threat to water quality in the Edwards aquifer and the surface streams that feed it in Williamson and northern Travis counties. Naturally occurring water quality problems in the Trinity Group aquifer, especially in the eastern side of the study area, are primarily addressed by blending this groundwater with surface water to achieve the drinking water standards.

Most of the identified water supply problems are localized and are not study area-wide problems. The available data indicates that study area water supplies are of sufficient quality to meet intended and projected uses. Further, study area water purveyors have secured adequate water resources or are presently working to secure adequate water resources to meet all water demands for the next 25-year period. Based on the presently available information, the study area is not experiencing and is not expected to experience within the next 25-year planning horizon, critical groundwater problems. Therefore, the report concludes and recommends the Williamson, Burnet and northern Travis counties study area should not be designated as a priority groundwater management area at this time.

The report evaluates the feasibility and practicability for groundwater management by a groundwater conservation district (GCD), and concludes that managing and protecting the aquifers within the study area could be effectively accomplished through the establishment of a groundwater conservation district. A GCD could benefit the study area by implementing Texas Water Code, Chapter 36 authorized

monitoring, assessment, planning, permitting, and education programs, as well as through water well spacing and water-quality protection rules.

Groundwater management strategies to monitor, evaluate, and understand the aquifers sufficiently to establish programs to protect the riparian habitats fringing rivers, streams, and lakes, as well as protecting karst habitats, should be a priority in study area land-use planning processes. Implementing programs to minimize water level declines from concentrated pumping centers, and maintaining the existing spring flows in the study area and in counties adjacent to the study area would also facilitate the protection of natural resources. Cooperating and supporting existing multi-agency efforts such as the Balcones Canyonlands Preserve, Williamson County Karst Conservation Foundation, and TCEQ Edwards aquifer protection rule are also recommended to help conserve natural resources in the study area.

Because the study area's water supply concerns are mostly solved with implementation of water management strategies, PGMA designation is not recommended at this time and any GCD creation action would have to be locally initiated. The local leadership, landowners, and citizens must determine if they desire to manage their groundwater resources through a GCD. If their answer is yes, the citizens, on their own initiative, would need to consider the different methods and options available to create a groundwater conservation district.

Most study area stakeholders have made it clear they do not believe a multi-county GCD would be practicable based on both hydrological conditions and other factors such as study area population densities. Burnet County stakeholders commented that they greatly preferred a Burnet County-only GCD, and in fact legislatively created and voted to confirm the creation of the Central Texas Groundwater Conservation District during the preparation of this report. The new Central Texas Groundwater Conservation District is sufficiently authorized to manage and protect the groundwater resources in Burnet County. Groundwater monitoring, assessment, planning, education, and permitting programs, as well as water well spacing and well closure programs are recommended for the district to manage the Trinity and Paleozoic-aged aquifers for the present citizens of the county and for future generations. Implementation of these types of programs will allow the district to identify and address water-level declines in localized areas of heavy pumpage, provide safeguards from well interference from new groundwater users, and protect groundwater quality.

Nearly all of northern Travis and Williamson counties are within certificated water purveyor service areas. Through conservation programs and efforts to meet new demands with surface water sources, these entities can largely maintain their present groundwater systems. However, these types of entities do not have authority to control large-scale groundwater pumpage for private purposes that could potentially impact a shared groundwater supply. The Clearwater Underground Water Conservation District in Bell County noted the effectiveness of their groundwater management measures may be lessened if surrounding areas are not likewise managing the shared groundwater resource.

The Williamson County Water Visionary Committee does not support the creation of a GCD in Williamson County and noted that there is little public support in the county for such a district. TCEQ staff suggests that the most practicable method to achieve groundwater management for landowners who are concerned about groundwater quantity or quality impacts from the new users or demands may be to petition an adjacent GCD, either individually or collectively, to have their property added to the district.

In absence of a GCD, TCEQ staff suggest that the Commissioner Court of Williamson County should follow through with its intent to adopt a formal Williamson County master water supply plan to address the supply, treatment, and distribution of water throughout the county to insure both rural and urban areas are efficiently and adequately supplied with water. Lastly, TCEQ staff suggest that a GCD consisting of Williamson and northern Travis counties would be a feasible groundwater management entity only if there were public support for it to succeed.

## INTRODUCTION ✯✯✯

To enable effective management of the state's groundwater resources in areas where critical groundwater problems exist or may exist in the future, the Legislature has authorized the Texas Commission on Environmental Quality (TCEQ), with assistance from other agencies, to study, identify, and delineate priority groundwater management areas (PGMAs), and to initiate the creation of groundwater conservation districts (GCDs) within those areas, if necessary.

In 1990 and 1991, the Texas Water Commission (TCEQ predecessor agency) completed 14 "critical area" studies (now PGMA studies) in various parts of the state to determine if these areas were experiencing critical water problems, or were expected to experience such problems in the next two decades. The Commission determined that four of these study areas had or were expected to have critical groundwater problems and designated them as such, and that five of the study areas did not have and were not expected to have critical groundwater problems and no further evaluation or action was needed.

The Commission determined that the other five study areas did not meet the criteria to be designated as having critical groundwater problems; however, the Commission requested that these five areas be reinvestigated at a later date when more data became available. The area including Williamson, Burnet and northern Travis counties overlying the Edwards and Trinity aquifers was one of these five study areas. Appendix 1 includes a reproduction of the technical summary for the original 1990 study and recommendations for the Williamson and adjacent counties study.

### Purpose and Scope

This report summarizes and evaluates data and information that has been developed in Williamson, Burnet and Northern Travis counties over the past dozen years to determine if the area is experiencing or is expected to experience, within the next 25-year planning horizon, critical groundwater problems. By statutory definition, these critical groundwater problems can include shortages of surface water or groundwater, land subsidence resulting from groundwater withdrawal, and contamination of groundwater supplies.

Further, since the end-purpose of PGMA designation is to ensure that GCDs are created in areas of the state with critical groundwater problems, PGMA evaluation is not necessary for areas that are presently within the boundaries of an existing GCD. The existing GCDs are authorized to adopt policies, management plans, and district rules that can address critical groundwater problems.

### Methodology and Acknowledgments

This report evaluates the reasons and supporting information for or against designating the Williamson, Burnet and northern Travis counties study area as a PGMA. Based on this evaluation, the report provides conclusions and recommendations regarding PGMA designation, conservation of natural resources, and creation of GCDs and management of groundwater resources in the area.

This report relies primarily on the data and supporting information that was used to develop conclusions and recommendations in the Brazos G (HDR, 2001) and Region K (Turner, Collie and Braden Inc. et al., 2000) Regional Water Plans, and in the 2002 State Water Plan (TWDB, 2002). In addition, a cursory review of the Brazos G and Region K 2005 Initially Prepared Plans (IPPs) was conducted to identify new water supply strategies of significance. Much of the data used to support the regional and state water plans and this report is the result of other significant Texas Water Development Board (TWDB) efforts (Duffin and Musick, 1989; Ridgeway and Petrini, 1999; Jones, 2003; Harden and et al., 2004; and TWDB, 1997 and 2001). Special thanks are given to Craig Caldwell, Ian Jones, and Sanjeev Kalaswad

for their assistance in various aspects of data compilation and interpretation (TWDB, 2003). Furthermore, this report considers natural resource issues identified in the Brazos G and K Regional Water Plans and by the Texas Parks and Wildlife Department (El-Hage and Moulton, 1999 and 2004).

On July 26, 2004, TCEQ mailed a stakeholder notice to solicit comments and to request data on water supply, groundwater availability, groundwater level trends, and groundwater quality. Several locally organized stakeholder meetings were also held in the study area and staff were invited to give an overview of the PGMA process and procedures, and an overview of the ongoing study. The writer acknowledges the stakeholders who participated in these meetings and the following stakeholders for providing written comments and data: Aqua Water Supply Corporation; the Honorable David Kithil, Burnet County Judge; the Burnet County Water Council; the Brazos River Authority (BRA); the Brushy Creek Municipal District; the City of Austin; the Clearwater Underground Water Conservation District (UWCD) and Turner Collie and Braden Inc. on behalf of the Clearwater UWCD; the City of Georgetown; the Lower Colorado River Authority (LCRA); the City of Round Rock; Sierra Club, Lone Star Chapter; and the Honorable John Doerfler, Williamson County Judge on behalf of the Commissions Court of Williamson County and the Williamson County Water Visionary Committee.

**Location, Climate, and Topography**

This study area is located in central Texas and covers approximately 2,685 square miles. For this evaluation, the study area includes all of Williamson and Burnet counties and Travis County north of the Colorado River (Figure 1). Parts of Bastrop, Milam and Bell counties have been removed from the study area as originally delineated in 1989 because local actions have been accomplished to create groundwater conservation districts.

The climate of the study area is characterized by long, hot summers and short, mild winters. The average minimum temperature for January, the coldest month, ranges from $37^0$ F ($3^0$ C) in the northwest to $41^0$ F ($5^0$ C) in the southeast. The average maximum temperature for July, the warmest month, is $96^0$ F ($39^0$ C) throughout the study area. The average annual temperature for the period 1951-1980 ranged from $66^0$ F ($19^0$ C) in the northwest to $68^0$ F ($20^0$ C) in the east. The average annual precipitation ranges from 28 inches in the west to 35 inches in the east. These figures are based on National Weather Service records for the 30-year period, 1951-1980. Cyclic droughts occur in the region, most recently in 1996 and 1998 (Ridgeway and Petrini, 1999). The average annual gross lake-surface evaporation for the period 1940-1965 ranged from 60 inches in the east to 80 inches in the northwest (Duffin and Musick, 1991).

The study area is located in the Hill Country of central Texas. Most of the land surface expressions in the study area are the result of stream erosion of relatively flat or gently dipping rocks that are exposed on the surface. The soils in the study area are typically dark, gravelly, shallow to deep calcareous clays in the uplands, and reddish-brown to dark gray clay loams and clays in the bottomlands. The study area has moderately high relief with tabular divides, small limestone capped mesas, sharp-cut valleys, and a thorough dendritic drainage. Elevations range from slightly under 550 feet along the eastern part of the study area to slightly over 1,500 feet above the mean sea level in Burnet County in the northwest part of the study area. In northeastern Burnet County and Williamson County, drainage is to the east by the Lampasas, Little, and San Gabriel Rivers – tributaries to the Brazos River. Surface water drainage is to the south and southeast toward the Colorado River and its tributaries in southwestern Burnet County and Travis County.

The study area is relatively densely populated along the Interstate Highway 35 (I-35) corridor in Travis and Williamson counties. Population growth in the study area has been rapid since 1970, averaging 3.9 percent annually (Brazos G Regional Water Plan, HDR, 2001). In 2000, the total population in the study area was approximately 985,726 (TWDB, 2003). Burnet County had the lowest population in the study

area with 33,874 inhabitants, and Travis County the highest with approximately 744,080 inhabitants. Austin (pop. 640,240), Georgetown (Pop. 33,357), Round Rock (Pop. 48,742), are some of the large towns in the study area, and Marble Falls, Burnet, Bertram, Cedar Park, Leander, Hutto, Taylor, and Pflugerville are some of the small towns (Figure 1).

**Surface Water Resources**

The study area is within two river basins–the Colorado River Basin and Brazos River Basin. The Lower Colorado River Authority (LCRA) in the Colorado River basin provides surface water to Burnet, Travis, and parts of Williamson counties. The Brazos River Authority (BRA) in the Brazos River basin is the primary provider of surface water to Williamson County. The BRA and LCRA have formed the Brazos-Colorado Water Alliance to identify water supply and treatment alternatives to meet the future needs of the Brazos G and Colorado River Basins (Brazos G Water Plan).

In the Colorado River Basin, major water storage reservoirs include Lake Buchanan and Lake Travis. These lakes, part of the Highland Lakes System, are owned and operated by the LCRA. The system also contains three intermediary lakes owned and operated by the LCRA–Inks Lake, Lake LBJ, and Lake Marble Falls. Lake Austin, the last in the Highland Lakes System, is owned by the City of Austin and is operated by the LCRA through an agreement. The LCRA operates these reservoirs to control floods and to provide a reliable source of water to downstream customers. The LCRA developed a Water Management Plan for the lower Colorado River Basin in response to requirements contained in a final report of adjudication of water rights to the LCRA. The firm yield of the Highland Lakes System was determined by modeling of the Colorado River (Region K Regional Water Plan, 2000). The resulting total yield for the Highland Lakes System is 445,766 acre feet per year (acft/yr).

Lake Walter E. Long (Decker Lake) is a minor reservoir in the study area, it is owned and operated by the City of Austin. The lake is formed by a dam on Decker Creek, which is a tributary to the Colorado River in Travis County. The lake is used to supply cooling water for an electrical generation plant by the City of Austin. The TWDB estimated that firm yield of this lake due to inflows along Decker Creek is 1,000 acft (acre feet).

Lake Granger and Lake Georgetown are reservoirs found in the Brazos River Basin in Williamson County. The total yield in 2000 for Lake Granger and Lake Georgetown was 19,220 acft and 14,711 acft, respectively. The other major Brazos River Basin reservoir that is important for study area water supplies is Lake Stillhouse Hollow. Water from Lake Stillhouse Hollow is delivered to Lake Georgetown through the Williamson County Raw Waterline. The total firm yield in 2000 for Lake Stillhouse Hollow was 71,044 acft. The water supplies from these major reservoirs are mainly used for municipal use.

The BRA manages the surface water resources of these three reservoirs and plays a major role in securing the surface water needs of Williamson County. Currently, BRA is implementing the Williamson County Raw Waterline, in agreement on a Highland Lakes water supply, and developing existing and future supplies to meet water needs in Williamson County.

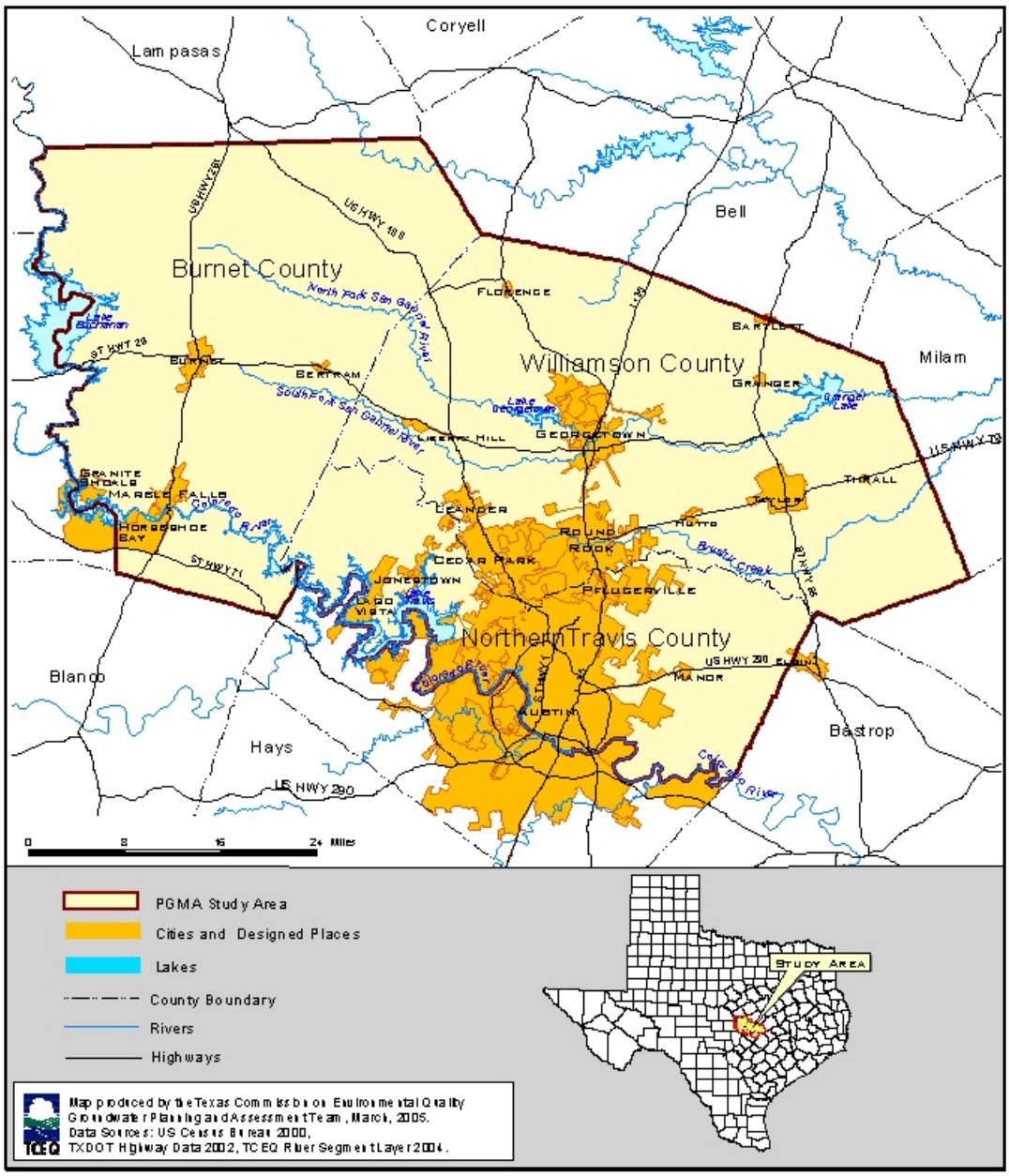


Figure 1. Williamson, Burnet and Northern Travis Counties Study Area Location Map

## GEOLOGY AND GROUNDWATER RESOURCES ★★★

Stratigraphic units of the study area that contain water in usable portions range in age from the Cambrian Hickory Sandstone to Recent alluvium. Of these, the most important water-bearing units are of Cretaceous age. The structural features that most affect the Cretaceous and Tertiary Systems are the erosional surface upon which beds in these systems were deposited, the Bend Arch and Llano Uplift on the west, the McGregor High near the town of McGregor located southwest of Waco in McLennan County, and the Balcones and Luling-Mexia-Talco Fault Zones (Duffin and Musick, 1991).

The irregular erosional surface upon which Cretaceous formations were deposited generally slopes to the east and southeast. This surface consists of rocks belonging to the Permian, Pennsylvanian, and pre-Pennsylvanian Systems in the western part of the study area, the Pennsylvanian System in the west-central part, the Ouachita folded belt in the east-cental part, and Jurassic System in the eastern part. The ridges and valleys which make up the pre-Cretaceous surface had a direct effect upon the lower Cretaceous deposition in that thicker accumulations of sediments were laid down in the valleys and thinner accumulation on the ridges such as the McGregor High, where the Hosston Formation (lower Cretaceous) is absent or markedly thinner than in surrounding areas (Duffin and Musick, 1991).

On the west, the Llano Uplift and the Bend Arch also had an effect upon sediments containing the Cretaceous aquifers. The Llano Uplift, a structure dome with a core of igneous and metamorphic rocks, stood as an island during lower Cretaceous deposition. It acted as a source of sediments, and affected the depositional environment of the Cretaceous rocks immediately east of the Uplift area. Meanwhile, the Bend Arch area received marginal facies lower Cretaceous sediments of conglomerates, sands, and sandy shales, followed by limestones and marls as Cretaceous seas advanced (Duffin and Musick, 1991).

The Balcones Fault Zone extends from Travis County through Waco to Hill County. The Luling-Mexia-Talco Fault Zone approximately parallels the Balcones Fault Zone on the east and extends from Bastrop County northeasterly through central Limestone County. The Balcones Fault Zone has produced displacements of 400 feet or greater. The Luling-Mexia-Talco Fault Zone has produced displacements of 700 feet and more. These displacements may cause blockage or restriction of groundwater movement downdip, and also may contribute to contamination by allowing poor quality water to enter along fault planes. These undesirable conditions probably affect Cretaceous aquifers over a greater area than those in the Tertiary. The western boundary of the Luling, Mexia-Talco Fault Zone appears to be the controlling factor in the downdip limit of fresh to slightly saline water occurring in the lower Cretaceous aquifers (Duffin and Musick, 1991).

Cretaceous formations dip east-southeast at a rate of about 15 feet per mile in the northwest part of the study area. This dip rate increases to as much as 200 feet per mile east of the Balcones and Luling-Mexia-Talco Fault Zones.

Tertiary beds lie on an erosional surface sloping southeastward over rocks belonging to the Cretaceous age. Dip rates vary from 100-200 feet per mile toward the southeast except in fault blocks within the Luling-Mexia-Talco Fault Zone. The attitude of the fault blocks determines the rate and direction of the dip of the beds which in turn affects the rate and direction of movement of the groundwater. Also, the faulting may subject groundwater in these beds to contamination by providing a direct passageway along the fault planes for surface water runoff to enter the aquifers (Duffin and Musick, 1991).

The primary groundwater resources in the study area include the Edwards Balcones Fault Zone (BFZ), Trinity Group, Marble Falls, Ellenburger-San Saba, Hickory, and other aquifers (Figure 2).

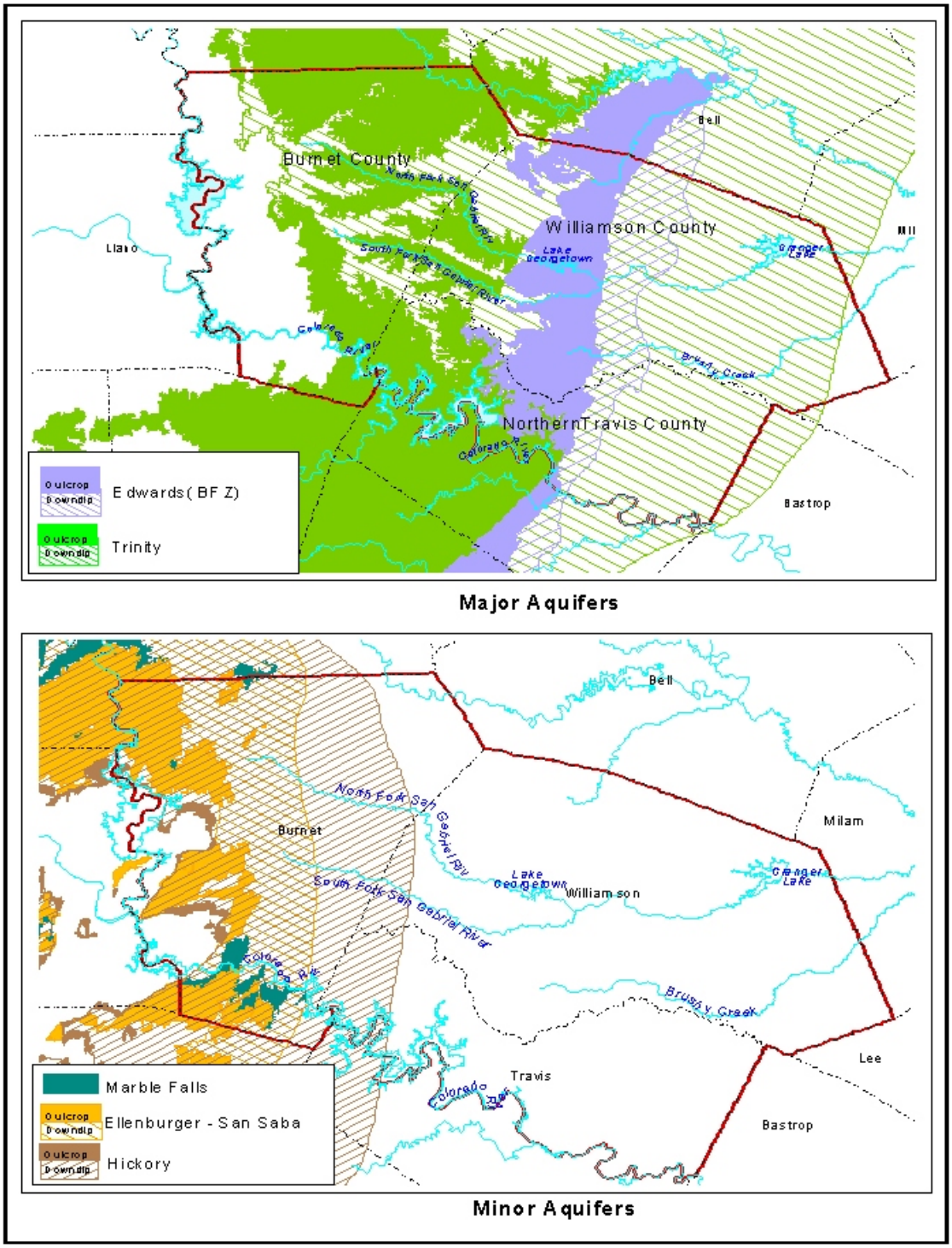


Figure 2. Major and Minor Aquifers, Williamson, Burnet and Northern Travis Counties PGMA Study Area.

**Edwards Aquifer**

The Edwards aquifer consists of the Cretaceous-aged Georgetown Formation, Edwards Group, and Comanche Peak Formation. The Edwards Group, composed of massive-to thin-bedded limestone and dolostones, contains most of the aquifer. Honeycomb textures, caverns, and voids in collapse breccias account for most of the significant aquifer porosity. The formation thins from about 300 feet in the Austin area to 100 feet in southern Bell County, outside the study area (Senger and others, 1990). The contacts between the Comanche Peak, Edwards, and Georgetown Formations do not reflect major lithologic changes. Even thought porosity is greater within the Edwards sequence, locally the porosity within the Comanche Peak and Georgetown limestones may also be high (Senger and others, 1990). Water-table conditions exists in the outcrop area and artesian conditions predominate under the confining Del Rio Clay (Ridgeway and Petrini, 1999).

The fresh-water section of the Edwards aquifer narrows toward the northern and southern boundary and expands in a west-east direction in the central part. The western boundary coincides with the westernmost outcrop of the Edwards Limestone, and the eastern boundary is represented by the "bad-water" line, which separates the aquifer from that area to the east where total dissolved solids exceed 1,000 milligrams/liter (mg/l) (Senger and others, 1990).

Recharge in the northern region of the Edwards occurs in tributaries, and infiltration from precipitation on the outcrop. It consists of mainly gently rolling terrain, whereas the Austin region is characterized by steeper and more highly dissected terrain. Surface runoff and precipitation infiltrates the aquifer through faults, fractures, sinkholes, and caves. These features have been dissolved out, which allows rapid infiltration as well as rapid movement of groundwater within the aquifer. Another complicating factor concerning the recharge and discharge measurement is the amount of subsurface recharge from the underlying Trinity Group aquifer (Duffin and Musick, 1991).

A study by Ashworth (1983) on the Lower Cretaceous formations in the Guadalupe River basin determined that approximately four percent of precipitation on the outcrop area can be considered as effective recharge to the aquifer. Klemt and others (1975) determined that an estimated three percent of the average annual precipitation is available as effective recharge. Their study was confined principally to the Brazos, Colorado, and Trinity River basins. Muller and Price (1979), reporting on the quantity of groundwater available in the state of Texas on an average annual basis through the year 2030, determined that approximately 1.5 percent of the average annual precipitation falling on the outcrop (effective recharge) can be transmitted through the Trinity Group aquifer.

The Edwards aquifer in the Austin area is slightly to moderately developed by wells, and springs are by far the greatest portion of the discharge from the aquifer. Barton Springs are considered to be a large spring, with an average annual flow of approximately 50 cubic feet per second (CFS) or 36,199 acre-feet for the period 1917-81, and ranked as the fourth largest springs in Texas. Although not as large as Barton Springs, there are numerous springs issuing from the northern part of the Edwards. Several small springs are located along the Colorado River and Mt. Bonnell Fault, with larger springs located near the eastern edge of the outcrop of the aquifer. Many smaller springs are found east in the outcrop in Williamson County, extending north into Bell County. The three main springs in the northern region are San Gabriel, Berry Creek, and Salado Springs.

Fluctuation of water levels in wells is an indicator of the effects of changes in pumpage and variations in precipitation over the years. Water levels in wells in the Edwards aquifer fluctuate over a wide range in most of the study area. Like spring flows, water levels have been low in years of low rainfall and have recovered during the wet years. The water levels in the mid-1950s were considered to be record lows, but with the increased pumpage during the late-1970s, the water levels have equaled or have been lower than

those of the 1950s (Duffin and Musick, 1991). A noticeable decrease in water levels was observed during the severe droughts of 1983 to 1984 and 1996 (Ridgeway and Petrini, 1999).

Some wells near the recharge zone of the Edwards aquifer experienced the most significant water level declines (up to 120 feet) during the 1983-1984 drought. Some wells in this zone also reflect drawdown of up to 130 feet during the period of time culminating with the 1996 drought. The wells measured since 1996 exhibited a rise in water levels through 1997, indicating a relatively rapid rebound from drought conditions. Overall, the wells found near the recharge zone of the Edwards aquifer have current water levels equal to or only slightly below water levels measured in the 1960s (Ridgeway and Petrini, 1999).

The wells located downdip, near the Williamson-Travis county line, mostly in the artesian portion of the aquifer, show a decrease in water levels over time and are more affected by pumpage from nearby towns and cities. Some wells are also depicted with the most erratic historic water levels due to a wide fluctuations as a result of pressure changes created by nearby pumpage (Ridgeway and Petrini 1999).

Water-level data from the winter of 1997 indicates groundwater flow patterns have not changed significantly in the study area portion of the Edwards aquifers since the initial study. Ridgeway's and Petrini's 1999 potentiometric map (Figure 3) showed the predominant direction of the hydraulic gradient is to the east. From the north-central part of the City of Austin, a moderate southerly component dominates as groundwater generally flows toward the Colorado River.

A comparison of water-level elevations from the winter of 1987 to the winter of 1997 indicates an overall decrease in water levels in the middle to eastern portion of the aquifer (Figure 4) (Ridgeway and Petrini 1999). This water-level decline is due to the heavy groundwater pumpage around the Pflugerville area. In the late 1980s, water levels in the wells located in the eastern section were between 665 to 437 feet above mean sea level (msl). The average water elevation was 625 feet above the msl. The same wells were re-measured in 1997 to 1998 and found to have an average water-level elevation of 595 feet above msl (an average decrease of 30 feet), with water levels ranging from 671 to 437 feet above msl.

A single-layer groundwater availability model (GAM) for the northern segment of the Edwards aquifer (Jones, 2003) has been used to predict future water levels under average recharge and drought-of-record conditions. These predictive model runs used projected aquifer-pumpage rates developed by the Brazos G and Lower Colorado K Regional Water Planning Groups. The model predicts that in year 2030 water-levels in the northern segment of the aquifer will not change dramatically (less than 25 feet) under the conditions of average recharge (Figure 5). Under the conditions of drought-of-record, the model predicted water-level declines of greater than 25 feet to occur only along the western margin in the outcrop area of the aquifer (Figure 6). In the predictive scenario runs, higher water levels occur in the Round Rock-Georgetown area of the study area. These higher water levels are the result of projected municipal and industrial pumping rates in the Round Rock-Georgetown area that are much lower than historic pumping rates. Even though the model expected the pumping rates to rise over the 2001 through 2050 period, it will still be much lower than pre-2000 pumping rates. Jones (2003) outlined that the lower pumping rates will result from conversion from the use of Edwards aquifer groundwater to surface water to meet water demands. The southern part of the study area shows the most apparent rising pumping rates.

The model results indicate that no historic regional-scale-of-depression exist in the northern Edwards aquifer. As a result of relatively small pumping of the total water budget in the northern segment of the Edwards aquifer, regional-scale drawdown associated with increasing pumping has not been observed (Jones, 2003). However, pumping results in local drawdown. Gradual long-term water-level decline is occurring in the Pflugerville-Georgetown area.

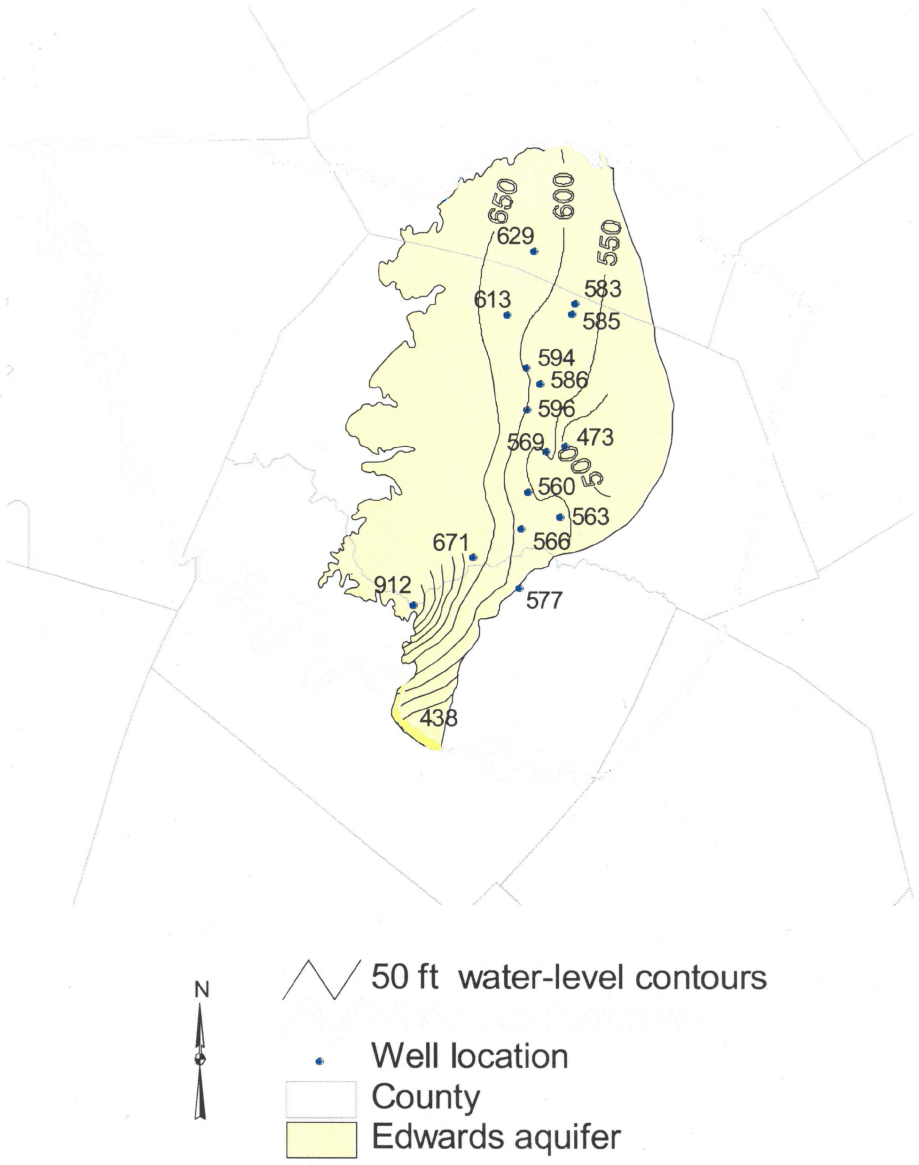


Figure 3. Potetiometric Surface Map, 1997 - 1998, Edwards Aquifer
(Ridgeway and Petrini 1999)

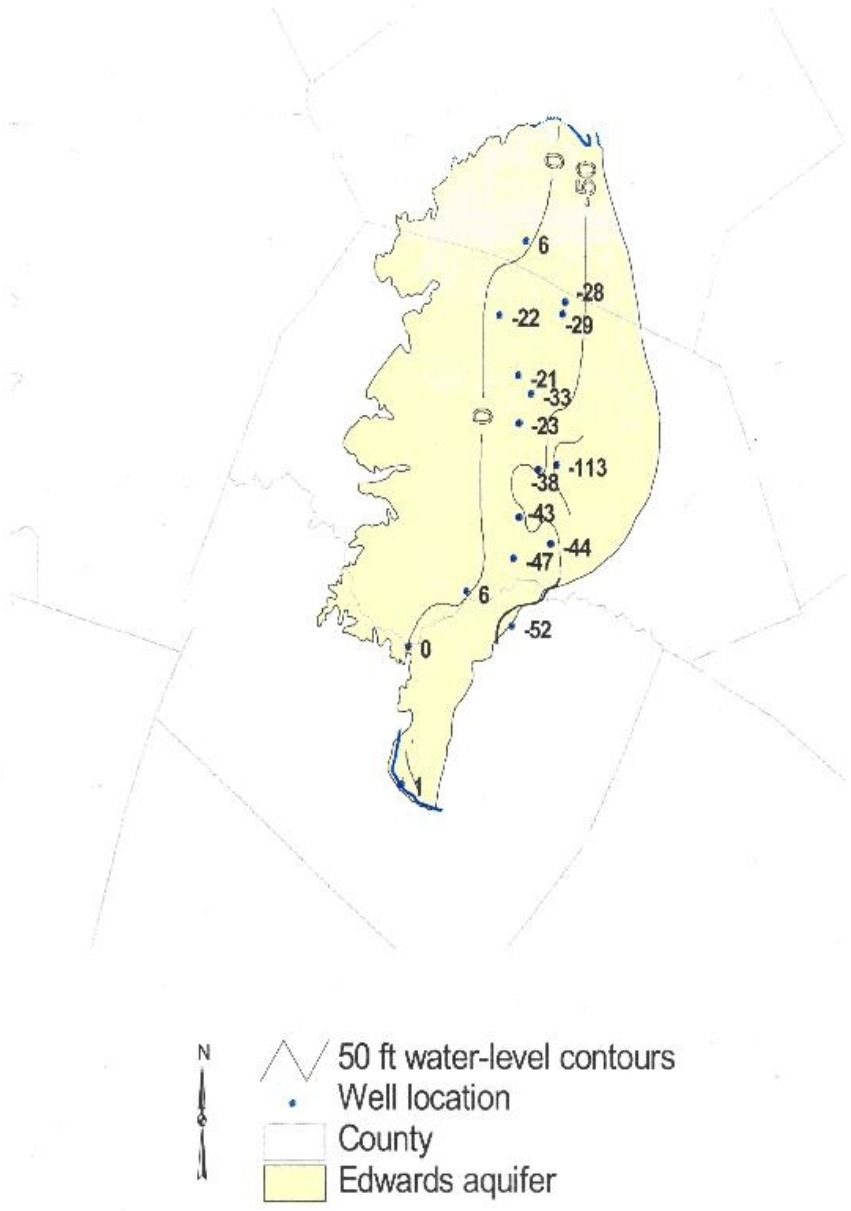


Figure 4.Water-level change in the Edwards Aquifer based on data collected 1987-1988 and data collected 1997-1998 (Ridgeway and Petrini 1999)

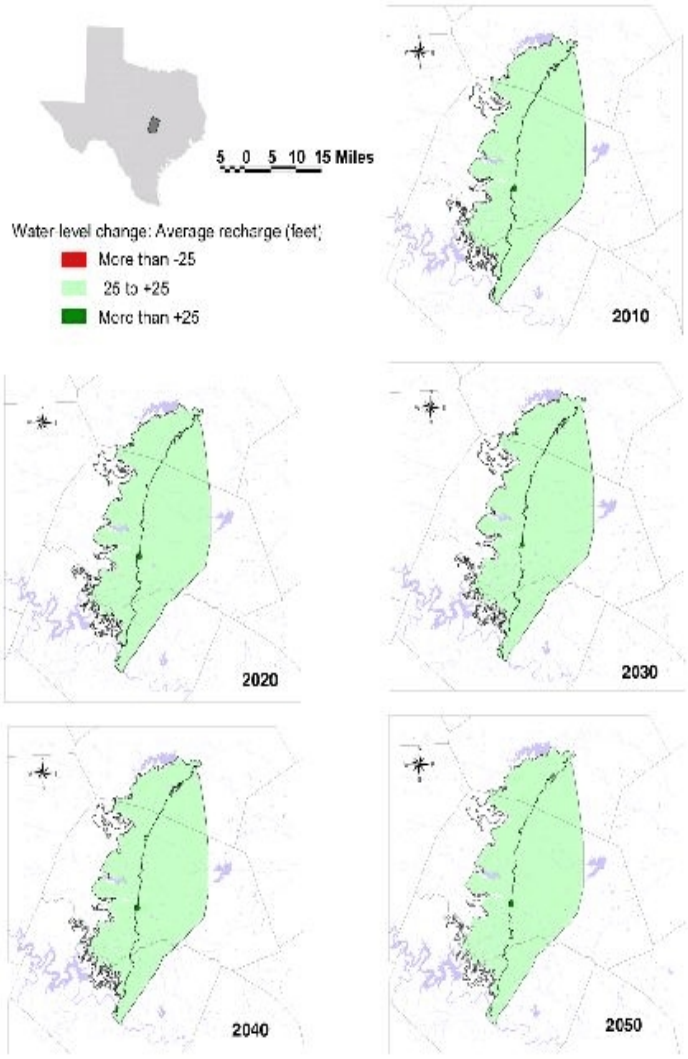


Figure 5. Simulated water-level changes 2010 through 2050, with average recharge. (Jones 2003)

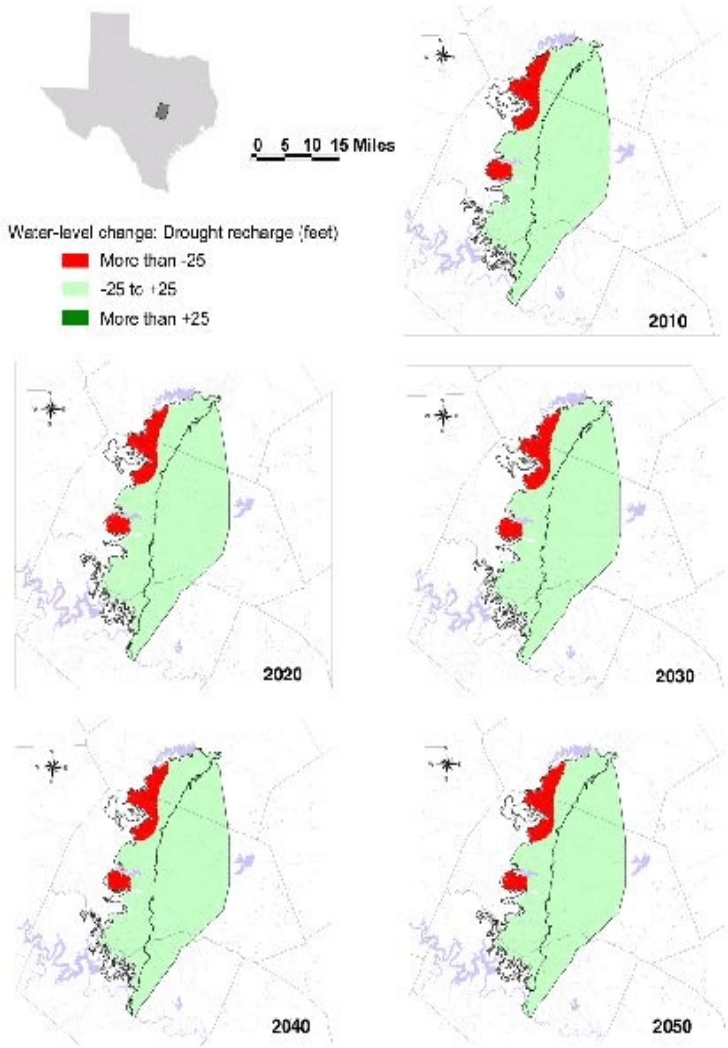


Figure 6. Simulated water-level changes 2010 through 2050, with drought-of-record recharge (Jones, 2003)

**Trinity Group Aquifer**

The Trinity Group aquifer consists of the lower Trinity hydrologic unit containing the Hosston and Sligo members of the Travis Peak Formation, the middle Trinity hydrologic unit containing the Cow Creek limestone and Hensel sand members of the Travis Peak Formation and the lower member of the Glen Rose Formation, and the upper Trinity hydrologic unit containing the upper member of the Glen Rose Formation and the Paluxy Formation (Duffin and Musick, 1991).

The lower Trinity hydrologic unit consists of a lower calcareous conglomeritic section, a middle calcareous section, and an upper calcareous clastic section. Regionally, the lower unit of the Trinity Group aquifer dips east to southeast. It ranges in thickness from 100 feet in the west to around 900 feet downdip in Milam County. Between the lower Trinity hydrologic unit and the middle Trinity hydrologic unit, the Hammett shale member of the Travis Peak Formation acts as a confining bed. The Hammett shale is a fossiliferous, calcareous, and dolomitic shale interbedded with thin limestone and sand layers. The middle Trinity hydrologic unit consists of a lower calcareous section with intermittent gypsum or anhydrite beds, a middle calcareous conglomerate section, and an upper calcareous section. The upper Trinity hydrologic unit consists of the upper Glen Rose Formation, containing alternating marl and limestone beds. Stair-step topography typifies the upper Glen Rose Formation in outcrop due to erosional characteristics of the lithology. Gypsum and anhydrite beds, which are present in some areas, have often been dissolved leaving solution channels (Duffin and Musick, 1991).

Recharge to the Trinity Group aquifer is derived primarily from rainfall on the outcrop, underflow, vertical leakage, and seepage from lakes and streams. The upper and lower members of the Glen Rose Formation and the Hensell Sand Member of the Travis Peak Formation outcrop over the western portions of the study area; therefore, these units receive the maximum amount of recharge. The Hosston Member of the Travis Peak Formation probably receives very little recharge from rainfall because of its limited surface outcrop and the type of soils (Duffin and Musick, 1991).

Groundwater in the Trinity Group aquifer moves slowly downdip to the south and east-southeast. The direction of the groundwater movement is perpendicular to water level contour lines and toward lower elevations. A potentiometric surface map for the Trinity Group aquifer is shown in Figure 7. Water level measurements indicate the hydraulic gradient of the potentiometric surface is about 10 to 100 feet per mile in most of the study area. In areas of continuous pumping, the direction of groundwater movement is toward these points of discharge from all directions. Because of low permeability and numerous confining beds, movement of groundwater in the upper member of the Glen Rose is generally in the same direction as the slope of the land surface (Duffin and Musick, 1991).

There are no known springs discharging from the lower Trinity aquifer in the study area. Most of the discharge occurs from flowing wells and pumpage. Discharge from the middle and upper Trinity aquifers are from pumping and flowing wells and springs.

Groundwater from the Trinity aquifer is used primarily in the west and east of the study area, where the Edwards Limestone is absent or too thin to produce significant amounts of groundwater. In the area of the Edwards aquifer, groundwater from the underlying Trinity aquifers is rarely used. Only in eastern Williamson County, where water quality of the Edwards aquifer deteriorates, groundwater from the lower Trinity aquifer (Hosston Formation) is used as the main water supply for several municipalities (Senger and others, 1990).

Abrupt changes in water-level elevations were not generally observed in the Trinity Group aquifer (Figure 8). The two main reasons for significant drawdown are normally associated with changes in annual rainfall and industrial or public-supply production (Duffin and Musick, 1991). In the unconfined

recharge zone, water levels are primarily influenced by precipitation and to a lesser degree by public-supply production. In the confined portions of the aquifer however, drawdown is generally influenced more by public-supply production than by precipitation (Ridgeway and Petrini, 1999). Cones-of-depression have occurred in western Williamson County and north of the Colorado River in Travis County. The declining water levels are due to the low permeability of the water-producing sands and the groundwater pumpage by industrial and public supply users.

The Trinity/Woodbine aquifer GAM used the calibrated and verified transient models to predict future water lever response, artesian pressure declines/recovery in the downdip portion of the aquifer. The regional water planning groups estimated groundwater demands were used in the predictive simulations. (Harden et al., 2004).

Six scenarios were used in the GAM development to assess the water level and artesian pressure response from average rainfall and drought-of-record conditions. The model is comprised of seven layers, whose lateral extent is bounded by the outcrop zones to the north and west of the Trinity/Woodbine aquifer and by the Luling-Mexia-Talco Fault Zone in downdip areas (Harden et al., 2004). Of the seven model layers, two layers represent the primary aquifer interest to this study area. These are Hensel (layer 5) and Hosston (layer 7).

The predictive simulations showed that difference between drought-of-record and average rainfall water levels in downdip portions of the aquifer system were significantly less than one foot (Harden et al., 2004). This predictive water level response also showed a general water-level rise due to the planned reduction in pumpage assumed by the state and regional water plans in the study area. Water-level responses are most sensitive to pumpage and horizontal hydraulic conductivity in the Trinity aquifer.

Figures 9 and 10 present the simulated water-level changes from 2000 to 2030 for layer 5 (Hensen) for simulations assuming both average annual recharge and drought-of-record recharge distributions respectively. The predictive simulations showed that the pumping center in Williamson County had water-level recovery over 100 feet in 2030. Northern Travis has a similar prediction as Williamson County. Burnet County will remain without significant water-level changes for the next 25 years.

Figures 11 and 12 present the simulated water-level change from 2000 to 2030 for layer 7 (Hosston) for simulations assuming both average annual recharge and drought-of-record recharge distributions. According to the GAM modeling, the Hosston aquifer layer also showed significant water-level recovery in each of the predictive simulations. Eastern and western parts of Williamson and Travis Counties show water-level recoveries up to 100 ft. Water levels were not predicted to change appreciably for the next 25 years from present levels in Burnet County.

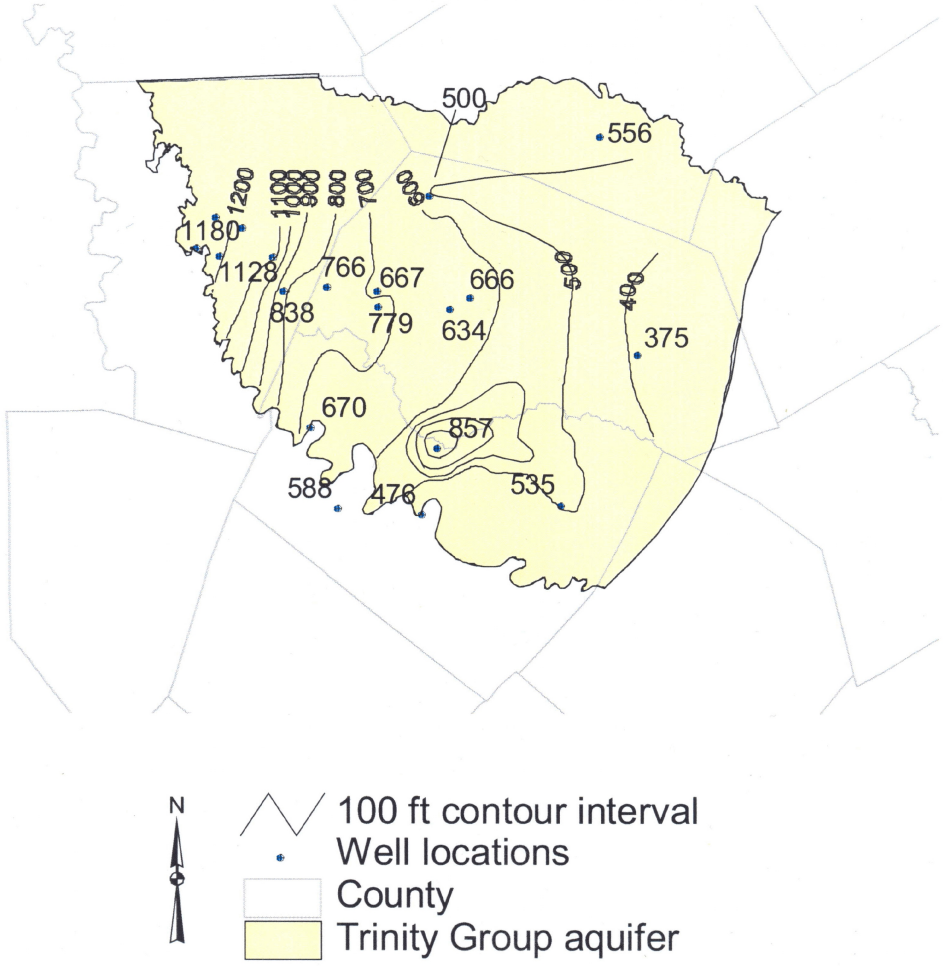


Figure 7. Potetiometric Surface Map, 1997 - 1998, Trinity Aquifer
(Ridgeway and Petrini, 1999)

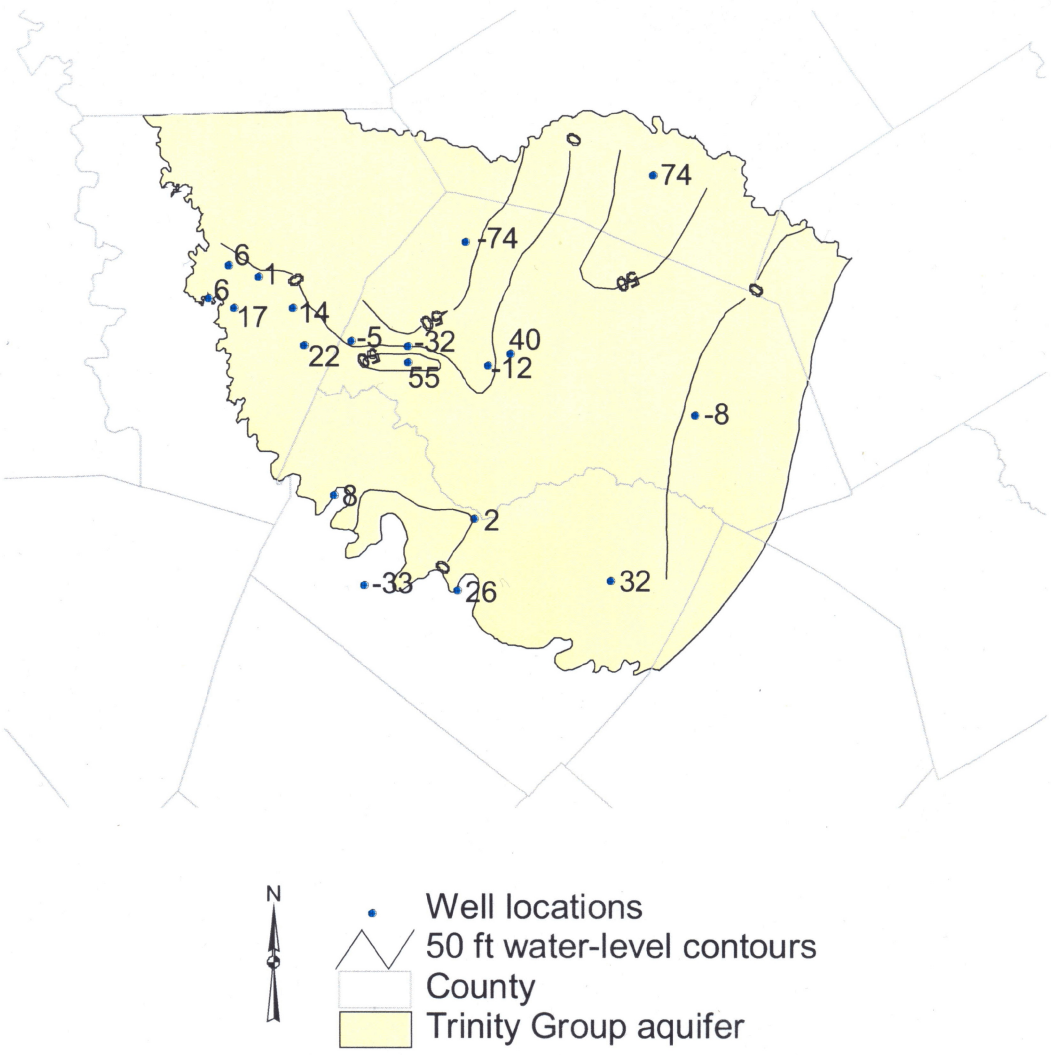


Figure 8. Water-level changes in the Trinity Group aquifers based on data collected 1987-1988 and data collected 1997-1998 (Ridgeway and Petrini, 1999)

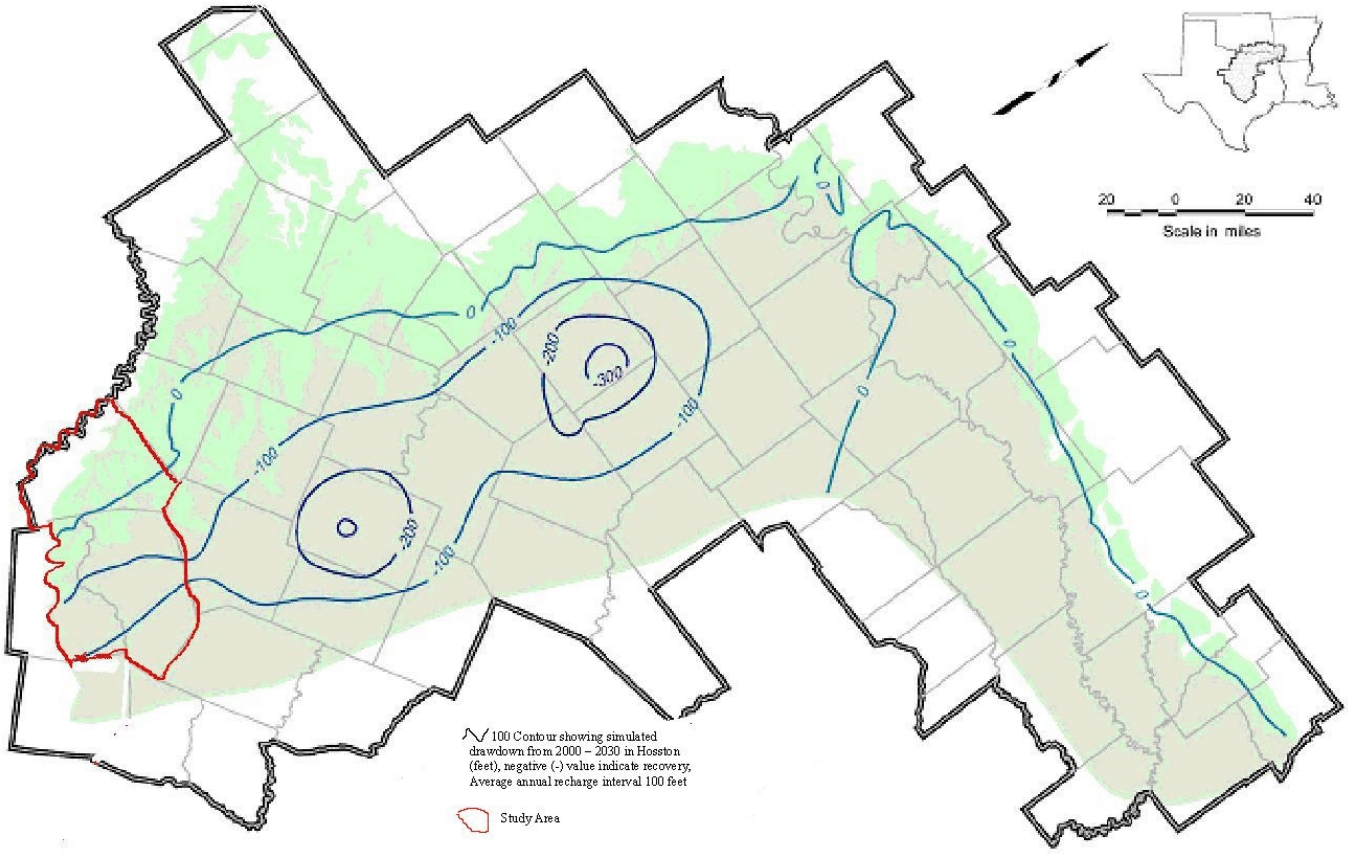


Figure 9. Simulated Water-level from 2000 to 2030 for layer 5 (Hensell), Assuming Average Recharge (Harden et al., 2004)

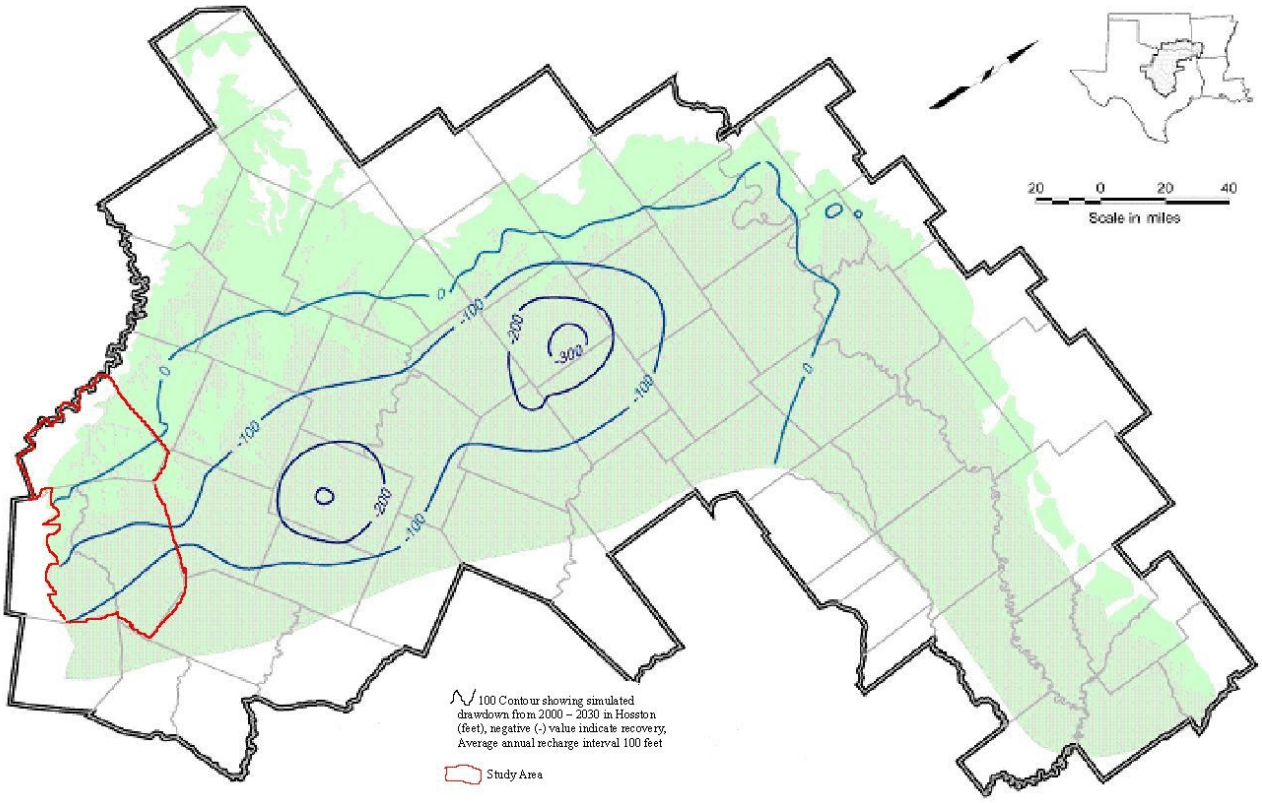


Figure 10. Simulated Water-level from 2000 to 2030 for layer 7 (Hensell), Assuming drought of record recharge distribution (Harden et al., 2004)

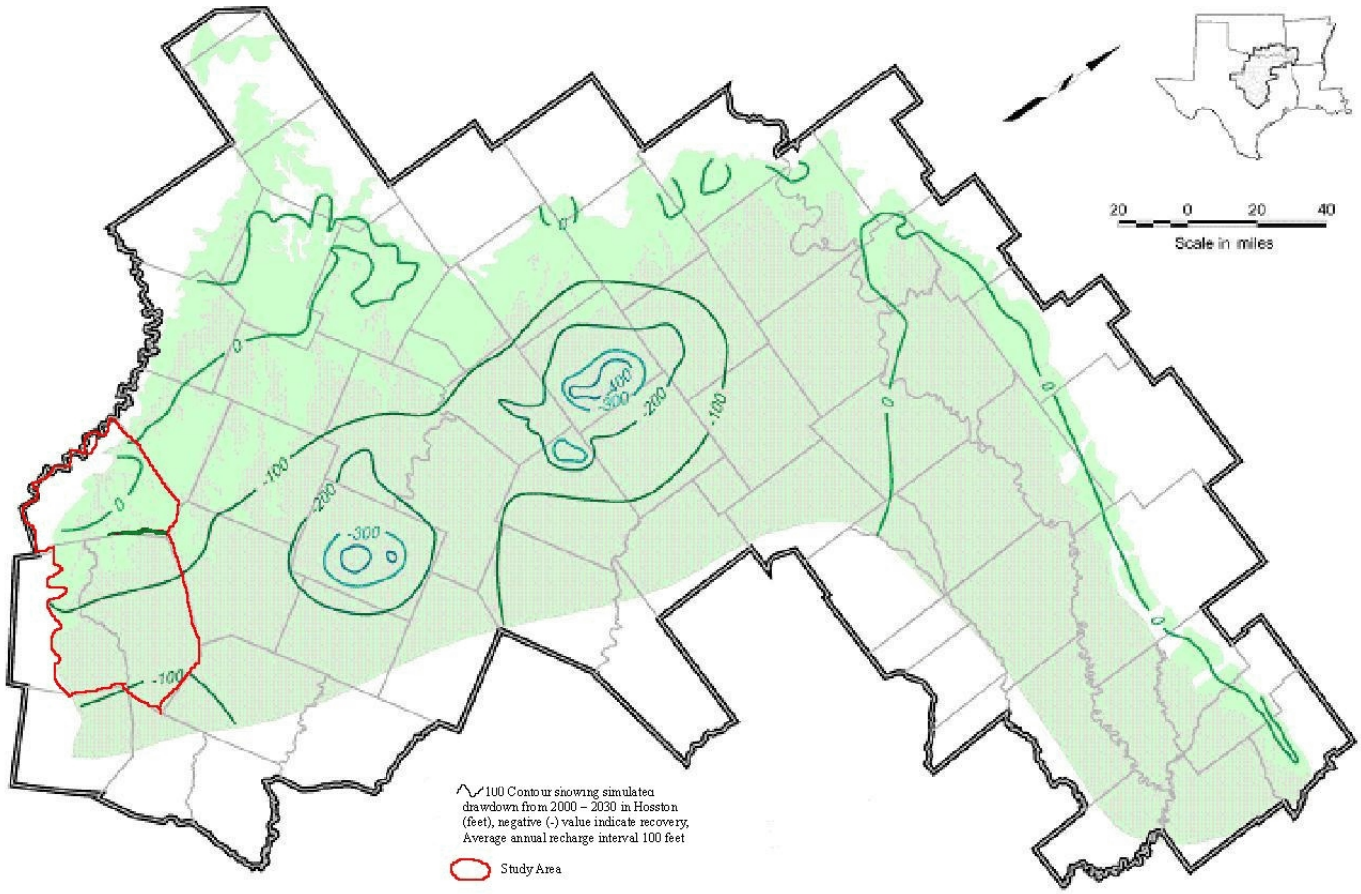


Figure 11. Simulated Water-level change from 2000 to 2030 for layer 7 (Hosston), Assuming Average Annual Recharge (Harden et al., 2004)

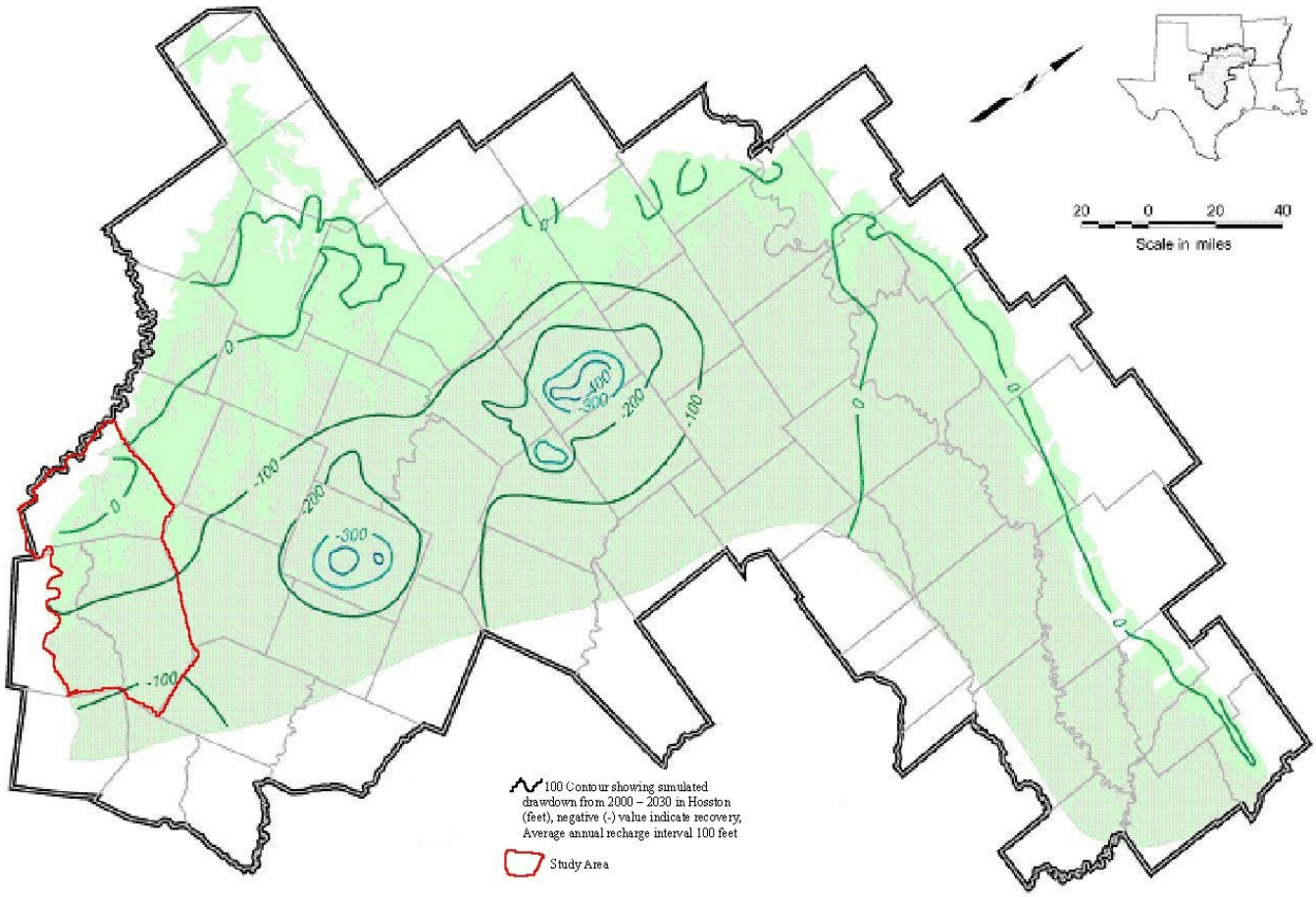


Figure 12. Simulated Water-level change from 2000 to 2030 for layer 7 (Hosston), Assuming Drought of record recharge distribution (Harden et al., 2004)

**Minor Aquifers**

Others aquifers which produce small to moderate amounts of groundwater in the study area are the Hickory, Marble Falls, and Ellenburger-San Saba (Figure 2). These aquifers mainly supply groundwater in Burnet County. Groundwater containing lower concentrations of total dissolved solids (less than 500 mg/l) in the Hickory aquifer are found in the western part of Burnet County surrounding the Llano Uplift. This lower concentration is indicative of recharge and active groundwater flow systems on and near the outcrop. A higher total dissolved solids in groundwater extend towards the central and eastern part of Burnet County, and may indicate restricted subsurface flow areas. Groundwater from the Ellenburger-San Saba aquifer yields fresh water (less than 500 mg/l total dissolved solids) in most parts of Burnet County except in the northern and southern tips of the county. Downdip, total dissolved solids increases with increased depth and may reflect restricted or stagnant flow. The quality of groundwater produced from the Marble Falls aquifer is generally suitable for most purposes.

Marble Falls Aquifer

The Marble Falls Limestone aquifer is exposed along the northern and eastern flanks of the Llano Uplift. The aquifer reaches a maximum thickness of 600 feet, with groundwater occurring in cavities and fractures in the Pennsylvanian-aged limestone (Muller and Price, 1979). The majority of the aquifer recharge is probably derived from inflow along cavities and fractures from the underlying strata (Brune, 1975), and infiltration of precipitation on the outcrop. Discharge occurs from large springs issuing from the limestone (Brune, 1975).

Ellenburger-San Saba Aquifer

This aquifer is composed of marine limestone and dolomite deposits of the San Saba Member of the Wilberns Formation of Cambrian age and the Ellenburger Group of Cambrian and Ordovician age. The Ellenburger-San Saba aquifer yields small to moderate supplies of water. The San-Saba Member and the Ellenburger Group are considered to be one aquifer due to their hydrologic interconnection and the difficulty in distinguishing the two stratigraphic units in the subsurface (Walker, 1979). The Ellenburger-San Saba aquifer is exposed at the surface in the circular shape which surrounds the Llano Uplift and dips into the subsurface away from the uplift. The aquifer is highly faulted in the surface and subsurface and was eroded prior to being covered by Cretaceous sediments, causing a large variation in aquifer thickness (Walker, 1979).

Hickory Aquifer

The Hickory Sandstone aquifer crops out and dips into the subsurface in a radial pattern around the Llano Uplift. The aquifer is principally composed of sand and sandstone of the Hickory Sandstone Member of the Riley Formation of Cambrian age (Muller and Price, 1979) and is the oldest aquifer in the study area. Extensively faulted in the outcrop and subsurface, the aquifer strata dip steeply away from the Llano Uplift. The Hickory was deposited upon an unevenly eroded metamorphic and igneous rock surface with a topographic relief in excess of 300 feet, which resulted in a wide variability in the accumulated thickness (Walker 1979; Black, 1988). Although recharge from precipitation on the circular outcrop with groundwater movement down gradient in a radial direction in to the aquifer does occur, the groundwater flow direction into and within the aquifer is modified by intense faulting as indicated in a study by Black (1988). He postulated that faults may either enhance recharge or discharge through overlying confining strata; may impede flow, causing groundwater to stagnate down dip of a fault; or redirect flow around a fault.

Other Groundwater Sources

The study area also gets groundwater supplies from other widely scattered sources. The Austin Chalk and Navarro and Taylor Groups, alluvium and terrace deposits and Wilcox Group produce small to moderate amounts of groundwater in the study area (Duffin and Musick, 1991). The alluvium and terrace deposits along the Colorado River are the larger producers of groundwater when compared to the Austin Chalk or Navarro and Taylor Groups in the study area. The alluvium and terrace deposits are found along the Colorado River. These deposits consists of gravel, sand, silt, and clay, sometimes cemented with calcium carbonate, with the coarser materials concentrated at the base. They occur at higher elevations than the more recent floodplain deposits.

In the Austin Chalk, groundwater usually occurs in the upper, weathered outcrop portion of the units, which is the most permeable. The unit contains numerous fractures and joints throughout the unit. It consists of a light gray chalk, limey marl, and chalky limestone. Some bentonite, glauconite, and pyrite nodules are also present in the unit. It has an extensive outcrop across Texas from northeast to southeast along the eastern portion of the study area. Water can also be present in the softer marls which occur throughout the unit. Groundwater occurs primarily under water-table conditions in the unit.

In the Navarro and Taylor Groups groundwater usually occurs in the upper, weathered outcrop portion of the units, which is the most permeable. Groundwater occurs primarily under water-table conditions. Lithologically, the Taylor Group and overlying Navarro Group are very similar and are treated as a single hydrologic unit. They consist of massive beds of shale, siltstone, marl, and chalk with clay. They also include beds of sands and some nodular and phosphatic zones. The unit is found along the eastern portion of the study area from eastern Williamson County to eastern Travis County.

The Wilcox Group crops out in the southeastern parts of Williamson County. It mainly consists of fine to coarse sand and lesser amounts of clay, sandy clay, sandstone, and silty shale with a few lenses of limestone and lignite. It yields small to moderate quantities of fresh to slightly saline water outside the study area.

## NATURAL RESOURCES ★★★

As requested by the TCEQ, an evaluation of selected natural resources in the study area was conducted by the Texas Parks and Wildlife Department (TPWD) in 1999 and updated in 2004. Most information presented in this section was obtained from TPWD's 2004 report prepared by El-Hage and Moulton. The remaining information has been obtained from the Brazos G and Lower Colorado Regional Water Plans or other sources as noted.

### Texas Parks and Wildlife Department Regional Facilities

Within the study area, TPWD operates one state park, Bright Leaf State Park (SP), and one wildlife management area (WMA), Granger WMA. Granger WMA surrounds Granger Reservoir, which is owned and operated by the U.S. Army Corps of Engineers. The reservoir itself provides water based recreational activities, and in conjunction with the WMA, a rich habitat for waterfowl.

### Springs, Wetlands, and Fishes

Most springs in the study area emanate from the Northern Edwards (Balcones Fault Zone) aquifer. Major springs in the study include Leon, Salado, and Berry Springs. The distribution and size, as of 1980, of those springs and seeps that are of some importance within the study area are listed in Table 3 (Brune 1981). Most springs emanate from the top of the groundwater reservoir, so changes in the water table elevation generally have immediate impact upon springs discharge rates.

In Travis and Williamson counties, the springs issue from the Edwards and associated limestones along the Balcones Fault Zone. Most of the spring waters in Williamson County pass through underground caves. These caves and associated springs are the home of several species of unusual invertebrates. "As they can live nowhere else, it is important to preserve the springs in order not to destroy the species (Brune 1981)." El-Hage and Moulton suggest the implementation of a PGMA in this region could regulate groundwater resources. In general, a flowing spring indicates the fact that groundwater supplies are not depleted.

The U.S. Army Corps of Engineers defines wetlands as areas that, due to a combination of hydrologic and soil conditions, are capable of supporting hydophytic vegetation. In the study area, wetlands are found primarily in narrow strips along rivers and streams.

As natural resource, wetlands are especially valued because of their location on the landscape, the wide variety of ecological functions they perform, and the uniqueness of their plant animal communities. Many wetlands are also valued for their aesthetic qualities, as sites for educational research, as sites of historic and archaeological importance, and as locations for conveying floodwaters. Wetlands provide high-quality habitats for wildlife, including foraging and nesting areas for birds and spawning and nursery areas for fish.

The rivers and streams within the study area have a variety of fish species common to the Brazos and Colorado River drainages. The reservoirs in the study area support many fish species that are not native. This results from stocking and "bait bucket" transplants.

**Birds and Waterfowl**

Many species of neotropical songbirds, wintering shorebirds, and a large number of waterflow stopover in the study area to feed and rest along the river banks and creek bottoms. The trees and shrubs that grow along the rivers, streams, and lakes are of importance to migrating songbirds and raptors, such as the yellow warbler and the swallow-tailed kite.

The Bald eagle (*Haliaeetus leucocephalus*), although rare in the study area, is a federally and state threatened species that is found primarily near rivers and large lakes in the study area. Bald eagles nest in tall trees or on cliffs near water.

The snow goose (*Chen caerulescens*), mallard (*Anas platyrhynchos*), lesser scaup (Aythya affinis), bufflehead (*Bucephala albeola*), and ruddy duck (*Oxyura jamaicensis*) are but some of a large population of waterfowl that stopover on reservoirs and rivers in the area at different times of the year to forage, nest, and roost.

The mountain plover (*charadrius montanus*), peregrine falcon (*Falco peregrinus*), and the interior least tern (*Sterna antillarum athalassos*) are on the special list of the TPWD Wildlife Diversity Program. The special species list includes those species that are considered threatened, endangered, rare or extirpated.

**Amphibians, Reptiles, and Mammals**

There are 1,100 vertebrate species in Texas, 60 of which are endemic (Texas Audubon, 1997). In the study area there are at least 44 species of reptiles, mammals, and amphibians that are either aquatic, semi-aquatic, or in some way wetland-dependent.

Bats typically drink water from rivers and other riparian habitats, as well as use rivers and streams as travel corridors. The cave myotis (*Myotis velifer*) is a good example. It is the most abundant bat of the Edwards Plateau and hibernates in central Texas caves in winter. Cave myotis are opportunistic insectivores that feed on a wide variety of insects depending upon what is most available on a given night. Small moths make up the largest portion of the diet although small beetles and weevils are also taken. The cave myotis is closely associated with water. When the bats leave their diurnal roots late in the evening, they fly to nearby ponds and streams over which they forage and from which they drink (Davis and Schmidly, 1994).

Most toads and frogs require an aquatic habitat in order to reproduce. For example, the red-spotted toad thrives in dry habitats, but requires a constant source of moisture, such as springs, seepages, pools along streams, and stock tanks (Garrett and Barker, 1987). The Jollyville Plaeau salamander is known from springs and caves of Travis and Williamson counties north of the Colorado River.

In the study area, most of the snakes, lizards, and turtles are restricted to riparian habitat adjacent to the local rivers, springs, ponds and wetlands. A good example is the Texas garter snake, which is usually found in riparian meadowland and juniper-wooded canyons along the eastern edge of the Edwards Plateau.

**Vegetation and Soil**

The natural regions of Texas were delineated largely on the basis of soil type (Godfrey et al. 1973) and major vegetation types (McMahan et al. 1984). The study area soils vary from dark calcareous clays, sandy loams in the uplands, to dark gray to reddish-brown calcareous clay loams and clays in the bottomlands.

Different crop types are found as the major land cover in the study area, followed by Oak-Mesquite-Juniper-Parks/Woods, Live Oak-Ashe Juniper Parks, and Live Oak-Mesquite-Ashe Jiniper Parks. Commonly associated plants with the Crops type are: cultivated cover crops or row crops providing food and/or fiber for either man or domestic animals. This type may also portray grassland associated with crop rotations.

The Oak-Mesquite-Juniper-Parks/Woods occurs centrally and north in the study area. Commonly associated plants include: post oak, Ashe juniper, shin oak, Texas oak, blackjack oak, live oak, cedar elm, agarito, soapberry, sumac, hackberry, Texas pricklypear, Mexican persimmon, purple three-awn, hairly grama, Texas grama, sideaots grama, curly mesquite, Texas wintergrass.

Live Oak-Ashe Juniper Parks and Live Oak-Mesquite-Ashe Juniper Parks types occur extensively in the western part of the study area. Commonly associated plants (Edwards Plateau) include: Texas oak, shin oak, cedar elm, netleaf hackberry, flameleaf sumac, agarito, Mexican persimmon, Texas pricklypear, kidneywood, saw greenbriar, Texas wintergrass, little bluestem, curly mesquite, Texas grama, Halls panicum, purple three-awn, hairly tridens, cedar sedge, two-leaved senna, mat euphorbia, rabbit tobacco.

**Conservation Lands**

The Williamson County Karst Conservation Foundation was formed in December 2002, for the purpose of providing a mechanism for conservation and the eventual recovery of endangered cave-dwelling invertebrates in the Williamson County area. Karst preserves will be acquired and managed by a non-profit corporation formed by the county. The initial preserve area includes caves located in the county's new Southwest Regional Park, and are targeted for conservation of the endangered Bone Cave Harvestman Spider (*Texella reyesi*) found primarily in the Williamson County area. Two preserve areas have been set aside: Mellinium Preserve of approximately 130 acres, and the Wilco Preserve of approximately 90 acres (http://www.wilcokarst.org/facts.html accessed in December 2004).

The Foundation is authorized to accept private and public funds to be used for the conservation and recovery of the karst species though the direct acquisition of karst preserve areas (through purchase, deed and/or conservation easements), operation, management, monitoring, research and public education efforts related to the species. The Foundation's goal is to provide a long-term method for conservation and potential recovery of the species. Ultimately, the Foundation hopes to acquire and manage additional preserve lands sufficient to "down-list" or "de-list" various endangered karst species in Williamson County.

The Balcones Canyonlands Preserve (BCP) is a multi-agency conservation effort which operates under a regional 10(a) permit issued by the U.S. Fish and Wildlife Service (USFWS). Though this permit was issued to the BCP's two managing partners, the City of Austin and Travis County, several other organizations own and manage Preserves dedicated to the BCP. These organizations include the Travis Audubon Society, the Lower Colorado River Authority, the Nature Conservancy of Texas and numerous private land owners. The BCP's goal is the acquisition and management of at least 30,428 acres. At this time (summer, 2002), acreage dedicated to the Preserve totals 26,323 acres. The City of Austin's holdings total 13,034 acres and Travis County's BCP acreage totals 2,289 acres.

(http://www.ci.austin.tx.us/preserves/bcl.htm; accessed January 2005). Because the purpose of the BCP is endangered species conservation, allowable activities and public access vary between individual Preserves in the system.

The Balcones Canyonlands Conservation Plan (BCCP), a document accompanying the permit, specifies eight endangered species, two migratory songbirds and six karst invertebrates, to be protected within the Preserve. They include the golden-cheeked warbler, black-capped vireo, Tooth Cave pseudoscorpion, Tooth Cave spider, Tooth Cave ground beetle, Kretschmarr Cave mold beetle, Bone Cave harvestman, and Bee Creek Cave harvestman. An additional list of 27 "species of concern" specifies threatened plants and invertebrates to be protected.

The USFW Service 10(a) permit and its accompanying documents provide a very specific mandate for Preserve Management. Page 2-31 of the Habitat Conservation Plan and Final Environmental Impact Statement (March 1996) states the following:

> "The BCCP preserve system is to be managed to permanently conserve and facilitate the recovery of the populations of target endangered species inhabiting western Travis County. This priority objective will govern preserve management activities to improve target species habitat, while protecting preserves against degradation caused by urbanization of surrounding lands and increased public demand for recreation usage within preserves."

Evaluations of historic water usage, population and water demand projections, current water supplies, and total water availability are provided in this section. The evaluated data come predominantly from the 2002 State Water Plan, *Water For Texas - 2002* (TWDB, 2002). Data from the Brazos G and Region K Regional Water Plans have also been utilized. If not discussed here, the methodologies for development of the evaluated data may be referenced in the state and regional water plans.

Water supplies from existing sources are the amounts of water that can be used if water rights, water quality, infrastructure limitation, and contract restrictions are taken into account. The total amount of water available for use, or water availability, is the amount of water that could be used if the infrastructure were built to transport that water to users. Groundwater availability represents the total amount of water available for use from an aquifer under a development scenario selected by regional planning group. Most of the planning groups estimate groundwater availability using either recharge or systematic depletion. Groundwater supplies represent the amount of water that can be accessed with existing infrastructure, such as wells and pipelines. Surface water supplies represent the amount of water that can currently be used from rivers and reservoirs. A reservoir may have much more water available than can be currently used because of limited infrastructure.

**Water Usage**

Table 1 shows area-wide estimated water use for the counties in the study area in 2000. In 1995, approximately 127,819 acre-feet of water was used to meet the needs of the three-county study area. Of this amount, approximately 79 percent was extracted from surface water (101,214 acft), and the remaining 21 percent (26,605 acft) was extracted from groundwater sources.

Water needs throughout the study area are primarily met with surface water, and increased use from 1985-2000 has largely been met by surface water sources. Groundwater use and levels of use have remained fairly consistent over this time period. Burnet County used 2,944 acft of groundwater in 1985 and decreased to 2,320 acft in 1995, and increased to 2,957 acft in 2000. Travis County shows increased use of groundwater by 28 percent (1,438 acft) from 1985 to 2000. The amount of groundwater used in Williamson County did not vary much between 1985 to 2000. In 1995, groundwater accounted for 20 percent of all water used in the study area, and was down from 24 percent in 1985. In 2000, groundwater accounted for 17 percent (27,417 acft), and surface water accounted for 83 percent (137,459 acft) of water used in the study area. Increased use of surface water was observed in the study over this five-year period.

More water is used for municipal needs in the study area than for any other purpose. In 2000, municipal accounted for 141,667 acft (86 percent) of the total amount of water used, up from 107,254 acft (84 percent) in 1995, and up from 93,541 acft (86 percent) in 1990. Of the amount of water used for municipal purposes in 2000, 22,646 acft (16 percent) was supplied by groundwater sources and 119,021 acft (84 percent) was supplied from surface water sources. Sixty-three percent of the water used in 2000 for municipal purposes (89,554 acft) was used in Travis County north of the Colorado River. Williamson County used 15,496 acft (69 percent) of the groundwater used for municipal use in 2000 in the study area.

| Table 1. Estimated Water Use, 2000, Williamson, Burnet and Northern Travis Counties Study Area | | | | | | |
|---|---|---|---|---|---|---|
| **USE TYPE** | **BURNET COUNTY** | | **NORTHERN TRAVIS COUNTY** | | **WILLIAMSON COUNTY** | |
| | **GW** | **SW** | **GW** | **SW** | **GW** | **SW** |
| MUNICIPAL | 1,798 | 3,709 | 5,352 | 84,202 | 15,496 | 31,110 |
| MANUFACTURING | 23 | 720 | 404 | 8,817 | 518 | 653 |
| POWER | 0 | 0 | 4 | 4,269 | 0 | 0 |
| IRRIGATION | 78 | 25 | 680 | 17 | 0 | 80 |
| MINING | 641 | 1,084 | 0 | 732 | 1,672 | 215 |
| LIVESTOCK | 417 | 417 | 200 | 200 | 134 | 1,209 |
| **2000 USE** | **2,957** | **5,955** | **6,640** | **98,237** | **17,820** | **33,267** |
| PREVIOUS WILLIAMSON, BURNET AND NORTHERN TRAVIS COUNTIES PGMA STUDY AREA WATER USE BY SOURCE | | | | | | |
| **USE TYPE** | **BURNET COUNTY** | | **NORTHERN TRAVIS COUNTY** | | **WILLIAMSON COUNTY** | |
| | **GW** | **SW** | **GW** | **SW** | **GW** | **SW** |
| 1985 USE | 2,944 | 2,878 | 5,202 | 70,484 | 17,872 | 9,108 |
| 1990 USE | 1,946 | 4,752 | 5,501 | 68,252 | 16,842 | 11,347 |
| 1995 USE | 2,320 | 4,687 | 6,467 | 75,972 | 17,818 | 20,555 |
| Notes: **Water quantity in acre-feet**; GW - groundwater; SW - surface water. Adapted from TWDB, 2004. | | | | | | |

Manufacturing use accounted for 11,135 acft (seven percent) of the total water used in 2000. Eight percent of this water use was from groundwater. As a comparison, water used for these purposes in 1990 was 4,999 acft (or 4.6 percent of the total water used), with groundwater constituting ten percent of this amount in the study area. Travis County used 9,221 acft for manufacturing, 83 percent of the water used in 2000.

Mining use accounted for 4,344 acft (three percent) of the total water used in 2000. Out of this amount 53 percent was from groundwater sources. Williamson County used 1,672 acft for mining purposes, 72 percent of groundwater use in 2000 for mining purposes.

Water for power generation accounted for 4,273 acft of water use in Travis County in 2000, representing less than three percent of the total water use in the study area. Groundwater was used to supply 758 acft of water for irrigation purposes (less than one percent of total water use) and 2,313 acft of water for

mining purposes (less than two percent of total water use) in 2000. Use of surface and groundwater sources for the watering of livestock accounted for 2,577 acft of use (less than two percent) in 2000; consisting of 29 percent groundwater (751 acft) and 71 percent surface water (1,826 acft).

**Population and Water Demand Projections**

According to the Brazos G and Region K Regional Water Planning Groups, the total population of the study area was 669,595 in 2000. This report uses the population projections developed for the regional and state water plans in 2002. The U.S. Census Bureau did not outline population projections based on Water User Groups (WUGs) or for the portion of the study area north of the Colorado River; therefore, this report did not use population projections from the Bureau.

The regional and state water plans project that between the years 2000 and 2030, total population within the study area will increase by approximately 91 percent (from 669,595 inhabitants in 2000 to 1,278,831 inhabitants in 2030). During that time period, the population in Austin, Georgetown, Round Rock, Hutto, and Leander are projected to increase most dramatically. Population projection data is shown in Table 2.

The area of Travis County north of the Colorado River was estimated using GIS techniques and compared to the area of southern Travis County. The TWDB estimated that approximately 56 percent of Travis County lies north of the river and about 44 percent south of the river. The TWDB used a similar technique to estimate the area of the City of Austin north and south of the Colorado River. These areas are approximately 57 percent and 43 percent, respectively. Other cities (population greater than 500 and listed in the 2002 State Plan database) within Travis County lie entirely north or south of the Colorado River and either were fully retained (north of the river) or completely eliminated (south of the river).

**Table 2. Projected Population, Williamson, Burnet and Northern Travis Counties PGMA Study Area**

**BURNET**

| WUG | BASIN | YR1996 | YR2000 | YR2010 | YR2020 | YR2030 | YR2040 | YR2050 |
|---|---|---|---|---|---|---|---|---|
| BERTRAM | BRAZOS | 1,051 | 1,209 | 1,232 | 1,231 | 1,229 | 1,275 | 1,325 |
| BURNET | COLORADO | 4,290 | 4,819 | 6,091 | 7,015 | 7,812 | 8,048 | 8,292 |
| COTTONWOOD SHORES | COLORADO | 750 | 880 | 1,060 | 1,144 | 1,213 | 1,261 | 1,285 |
| GRANITE SHOALS | COLORADO | 2,167 | 2,502 | 3,426 | 4,356 | 5,089 | 5,396 | 5,721 |
| MARBLE FALLS | COLORADO | 5,228 | 5,975 | 7,435 | 8,995 | 10,268 | 10,739 | 11,231 |
| MEADOWLAKES | COLORADO | 799 | 1,010 | 1,045 | 1,058 | 1,072 | 1,130 | 1,202 |
| COUNTY-OTHER | BRAZOS | 4,072 | 4,747 | 5,732 | 7,012 | 8,078 | 8,402 | 8,731 |
| COUNTY-OTHER | COLORADO | 11,069 | 12,732 | 14,973 | 17,971 | 20,467 | 21,263 | 22,104 |
| | | **29,426** | **33,874** | **40,994** | **48,782** | **55,228** | **57,514** | **59,891** |

**NORTHERN TRAVIS**

| WUG | BASIN | YR1996 | YR2000 | YR2010 | YR2020 | YR2030 | YR2040 | YR2050 |
|---|---|---|---|---|---|---|---|---|
| ANDERSON MILL | COLORADO | 180 | 247 | 251 | 260 | 267 | 268 | 281 |
| AUSTIN | COLORADO | 316,918 | 364,936 | 439,857 | 542,797 | 639,895 | 703,062 | 772,464 |
| JONESTOWN | COLORADO | 1,319 | 1,853 | 2,396 | 3,108 | 3,800 | 4,251 | 4,756 |
| LAGO VISTA | COLORADO | 2,417 | 5,586 | 6,935 | 8,749 | 10,484 | 11,611 | 12,858 |
| MANOR | COLORADO | 1,217 | 1,424 | 1,862 | 2,208 | 2,523 | 2,728 | 2,950 |
| PFLUGERVILLE | COLORADO | 8,233 | 12,968 | 16,569 | 21,327 | 25,927 | 28,922 | 32,263 |
| ROUND ROCK | BRAZOS | 63 | 102 | 154 | 221 | 286 | 330 | 381 |
| WELLS BRANCH | COLORADO | 7,894 | 8,075 | 8,264 | 8,293 | 8,616 | 9,057 | 9,497 |
| COUNTY-OTHER | BRAZOS | 580 | 363 | 396 | 454 | 502 | 533 | 564 |
| COUNTY-OTHER | COLORADO | 51,919 | 32,395 | 35,694 | 41,336 | 46,004 | 48,911 | 51,927 |
| | | **390,740** | **427,949** | **512,378** | **628,753** | **738,304** | **809,673** | **887,941** |

**WILLIAMSON**

| WUG | BASIN | YR1996 | YR2000 | YR2010 | YR2020 | YR2030 | YR2040 | YR2050 |
|---|---|---|---|---|---|---|---|---|
| BARTLETT | BRAZOS | 995 | 840 | 873 | 947 | 973 | 1,035 | 1,101 |
| BRUSHY CREEK | BRAZOS | 7,735 | 12,589 | 20,648 | 22,798 | 23,800 | 23,800 | 23,800 |
| CEDAR PARK | BRAZOS | 10,847 | 17,439 | 30,978 | 39,642 | 46,915 | 53,413 | 56,026 |
| FLORENCE | BRAZOS | 1,126 | 1,060 | 1,349 | 1,682 | 2,097 | 2,318 | 2,489 |
| GEORGETOWN | BRAZOS | 21,445 | 33,357 | 54,419 | 77,409 | 100,432 | 128,994 | 163,777 |
| GRANGER | BRAZOS | 1,521 | 1,574 | 2,021 | 2,548 | 3,091 | 3,540 | 3,947 |
| HUTTO | BRAZOS | 821 | 1,065 | 1,578 | 2,280 | 3,216 | 4,322 | 5,532 |
| LEANDER | BRAZOS | 5,738 | 9,381 | 15,557 | 20,214 | 26,478 | 32,333 | 39,195 |
| ROUND ROCK | BRAZOS | 48,961 | 58,742 | 92,430 | 140,605 | 165,487 | 189,521 | 197,313 |
| TAYLOR | BRAZOS | 14,130 | 16,025 | 22,028 | 30,886 | 35,597 | 41,021 | 48,996 |
| THRALL | BRAZOS | 745 | 691 | 774 | 976 | 1,224 | 1,378 | 1,532 |
| COUNTY- OTHER | BRAZOS | 62,355 | 55,009 | 78,886 | 145,312 | 179,271 | 193,494 | 209,184 |
| | | **176,419** | **207,772** | **321,541** | **485,299** | **588,581** | **675,169** | **752,892** |

Note: Water User Group (WUG) population data from 2002 State Water Plan.

The updated population projections from the TWDB for the 2006 Regional Water Plans indicate an increase from the 2002 State Water Plan predications for Burnet and northern Travis counties and also indicate a decreased population projection for Williamson County for the next 25 years. The updated population projections are presented below.

| COUNTY NAME | P2000 CENSUS | P2010 | P2020 | P2030 | P2040 | P2050 | P2060 |
|---|---|---|---|---|---|---|---|
| BURNET | 34,147 | 41,924 | 51,044 | 60,382 | 69,271 | 79,981 | 90,263 |
| NORTHERN TRAVIS | 469,999 | 552,874 | 675,734 | 789,584 | 883,806 | 981,960 | 1,076,469 |
| WILLIAMSON | 211,474 | 304,154 | 416,122 | 550,146 | 696,412 | 855,960 | 1,027,400 |

Projected water demand data, by county and category for the study area, are presented in Table 3. The Water User Groups (WUGs) have been identified by the Brazos G and Region K Regional Water Planning Groups. The WUG projected water demand data include municipal demands for cities and towns, rural water supply demands for county-others uses, agricultural demands for irrigation and livestock, and other water demands for manufacturing, mining, and steam electric power generation.

Development of the demand projection data is detailed in Brazos G (HDR, 2001) and Region K (Turner, Collie and Braden Inc. et al., 2000). The total projected water demand for the three-county study area is expected to change significantly over the next 30-year period. The total water use for 2000 (Table 1) was 164,876 acft and the total projected demand for 2030 is anticipated to be 298,278 acft, an increase of 133,402 acft, or 81 percent over the 30-year time frame. The year 2000 estimated water use value accounts for only 93 percent of the 2000 water demand projection.

Municipal needs represent the largest demand for water in the study area. Municipal demand for the study area is projected to increase by approximately 124,667 acft over the 30-year planning period. It accounts for 86 percent of the total water use in 2000 and increases to 89 percent of the total water demand for 2030, from 141,667 acft to 266,334 acft. Municipal water demand for Williamson County is projected to increase 97 percent (from 46,606 acft to 91,966 acft), Travis County is projected to increase 77 percent (from 89,554 acft to 158,466 acft ), and Burnet County is projected to increase 39 percent (from 5,507 acft to 7,646 acft) between 2000 and 2030.

Demand for manufacturing, the second largest demand for water in the study area, is projected to increase 34 percent (from 11,136 acft to 14,960 acft) between 2000 and 2030. This demand is mainly used by industries in producing end-products, as a cooling agent during manufacturing process, or for cleaning/wash-down of parts and/or products. The projected increase in manufacturing water use in Travis County accounts for 86 percent of the total manufacturing demand in 2030.

Water for mining is the third largest demand in the study area and is projected based on future production of mineral commodities, historic rate of water use, and calculated by water requirements of technological processes. In 2000, mining demand was the third highest use category in the study area and accounted for three percent of the total water demand in the study area (4,344 acft). This demand is projected to increase by 44 percent (to 6,277 acft) by 2030 and accounts for two percent of the total demand in the area. Travis County mainly uses and is projected to use the majority of the mining water demand in the study area.

Steam electric power generation is the fourth largest demand for water in the study area even though this demand is located solely in Travis County. The total steam electric water use in 2000 was 4,271 acft and will increase to 7,695 acft in 2010. This demand is projected to remain the same between 2010 and 2040.

Livestock water demand accounts for about two percent of the total water use in the study area in 2000. This demand is projected to remain almost the same for the next 30-year period, and will decrease to account for one percent of the study area total water demand in 2030.

Irrigated agricultural demand represents the least demand for water in the study area. Water for irrigation accounts for 0.5 percent of the total water demand in 2000 and decreases slightly to 0.3 percent of the total water demand in 2030. Decrease in irrigation water demand is associated with improvements in irrigation efficiency and reductions in irrigated acres due to forecasted unfavorable farming economics.

**Table 3. Total Water Demand Projections, Williamson, Burnet and Northern Travis Counties PGMA Study Area**

**BURNET COUNTY**

| WUG NAME | YR2000 | YR2010 | YR2020 | YR2030 | YR2040 | YR2050 |
|---|---|---|---|---|---|---|
| BERTRAM | 207 | 200 | 190 | 184 | 185 | 191 |
| BURNET | 912 | 1,078 | 1,179 | 1,286 | 1,307 | 1,338 |
| COTTONWOOD SHORES | 141 | 160 | 164 | 168 | 170 | 171 |
| GRANITE SHOALS | 286 | 345 | 400 | 456 | 471 | 493 |
| MARBLE FALLS | 1,372 | 1,624 | 1,874 | 2,105 | 2,177 | 2,264 |
| MEADOW LAKES | 453 | 451 | 440 | 441 | 459 | 486 |
| COUNTY OTHER | 2,193 | 2,412 | 2,715 | 3,006 | 3,057 | 3,143 |
| MANUFACTURING | 1,246 | 1,377 | 1,514 | 1,655 | 1,800 | 1,947 |
| IRRIGATION | 295 | 290 | 285 | 280 | 275 | 271 |
| STEAM ELECTRIC POWER | 0 | 0 | 0 | 0 | 0 | 0 |
| MINING | 1,013 | 987 | 1,006 | 1,028 | 1,058 | 1,091 |
| LIVESTOCK | 794 | 794 | 794 | 794 | 794 | 794 |
| **TOTAL** | **8,912** | **9,718** | **10,561** | **11,403** | **11,753** | **12,189** |

**NORTHERN TRAVIS COUNTY**

| WUG NAME | YR2000 | YR2010 | YR2020 | YR2030 | YR2040 | YR2050 |
|---|---|---|---|---|---|---|
| ANDERSON MILL (P) | 35 | 34 | 34 | 33 | 32 | 34 |
| AUSTIN (P) | 87,070 | 100,511 | 119,778 | 139,054 | 151,206 | 165,267 |
| JONESTOWN | 243 | 284 | 334 | 400 | 438 | 485 |
| LAGO VISTA | 1,821 | 2,128 | 2,519 | 2,995 | 3,291 | 3,630 |
| MANOR | 255 | 313 | 349 | 393 | 419 | 449 |
| PFLUGERVILLE | 2,876 | 3,378 | 4,061 | 4,908 | 5,410 | 5,963 |

| WUG NAME | YR2000 | YR2010 | YR2020 | YR2030 | YR2040 | YR2050 |
|---|---|---|---|---|---|---|
| ROUND ROCK (P) | 25 | 36 | 51 | 63 | 73 | 85 |
| WELLS BRANCH | 1,113 | 1,074 | 1,013 | 1,013 | 1,025 | 1,064 |
| COUNTY OTHER | 7,934 | 8,187 | 8,930 | 9,682 | 10,078 | 10,642 |
| MANUFACTURING | 9,624 | 10,819 | 11,672 | 12,674 | 13,841 | 15,487 |
| IRRIGATION | 412 | 379 | 348 | 320 | 295 | 271 |
| STEAM ELECTRIC POWER | 7,560 | 7,560 | 7,560 | 7,560 | 7,560 | 9,240 |
| MINING | 2,733 | 2,658 | 2,938 | 3,243 | 3,588 | 3,985 |
| LIVESTOCK | 487 | 487 | 487 | 487 | 487 | 487 |
| **TOTAL** | **122,188** | **137,848** | **160,074** | **182,825** | **197,743** | **217,089** |

**WILLIAMSON COUNTY**

| WUG NAME | YR2000 | YR2010 | YR2020 | YR2030 | YR2040 | YR2050 |
|---|---|---|---|---|---|---|
| ANDERSON MILL | 1,963 | 1,975 | 1,943 | 1,986 | 2,031 | 2,106 |
| AUSTIN | 1,779 | 3,037 | 4,757 | 6,092 | 6,905 | 7,866 |
| BARTLETT (P) | 197 | 196 | 203 | 205 | 213 | 227 |
| BRUSHY CREEK | 2,538 | 3,955 | 4,214 | 4,345 | 4,239 | 4,212 |
| CEDAR PARK | 3,516 | 5,933 | 7,326 | 8,916 | 9,513 | 9,916 |
| FLORENCE | 195 | 238 | 290 | 340 | 383 | 416 |
| GEORGETOWN | 7,052 | 10,444 | 13,826 | 17,416 | 21,962 | 27,800 |
| GRANGER | 245 | 292 | 311 | 374 | 424 | 469 |
| HUTTO | 131 | 194 | 281 | 396 | 532 | 681 |
| LEANDER | 1,891 | 2,979 | 3,736 | 4,832 | 5,759 | 6,934 |
| ROUND ROCK (P) | 13,339 | 19,672 | 26,345 | 30,839 | 35,318 | 40,225 |
| TAYLOR | 3,016 | 3,874 | 5,155 | 5,861 | 6,663 | 7,958 |
| THRALL | 83 | 87 | 102 | 123 | 133 | 146 |
| COUNTY OTHER | 7,096 | 8,778 | 15,365 | 18,497 | 19,614 | 18,127 |
| MANUFACTURING | 368 | 398 | 409 | 405 | 443 | 481 |
| IRRIGATION | 160 | 160 | 160 | 160 | 160 | 160 |
| STEAM ELECTRIC POWER | 0 | 0 | 0 | 0 | 0 | 0 |
| MINING | 1,885 | 1,845 | 1,896 | 1,949 | 2,007 | 2,068 |
| LIVESTOCK | 1,314 | 1,314 | 1,314 | 1,314 | 1,314 | 1,314 |
| TOTAL | **46,768** | **65,371** | **87,633** | **104,050** | **117,613** | **131,106** |

Notes: All water demand projections in acre-feet.
(P) Indicates city is in more than one county
Adapted from TWDB, 2003.

The updated water demand projection figures for the 2006 Regional Water Plans from the TWDB, (2004) indicate increased projections in Williamson and Burnet counties and decreased projections in Travis County from the 2002 State Water Plan predictions. Counties' projected demands are in acre-feet per year and are presented below.

| COUNTY NAME | 2000 | 2010 | 2020 | 2030 | 2040 | 2050 | 2060 |
|---|---|---|---|---|---|---|---|
| BURNET | 9,158 | 10,665 | 12,190 | 13,659 | 15,093 | 16,625 | 18,483 |
| NORTHERN TRAVIS | 104,013 | 130,222 | 156,521 | 185,186 | 209,339 | 233,223 | 254,396 |
| WILLIAMSON | 51,424 | 71,903 | 95,177 | 122,752 | 152,650 | 185,431 | 220,885 |

**Water Supply**

Current and projected water supply data by county, water user group, and year for the study area are tabulated in Appendix 2. The projected population and water demand data combined with the estimates of groundwater and surface water availability are critical to project water supply shortfalls or surpluses for the study area. The regional water plan data describe current supplies and water user groups based on existing conditions and limitations. All water supplies that are presently available to a water user group are identified and quantified. Surface water supplies include rivers, streams, creeks, lakes, ponds and tanks. These supplies are under state regulation, and are limited by water rights, contracts, or reservoir yields. Groundwater resources located in the study area also supply water based on developed well fields and aquifer availabilities. The total quantity of water supplied in the study area is estimated to be 345,209 acft estimated in 2000, and is projected to decrease by eight percent between 2000 and 2030. In the study area, groundwater usage is not projected to fluctuate, and is projected to continue accounting for almost 11 percent of total water usage.

In 2000, groundwater supplied an estimated 36,609 acre-feet (acft) of water in the study area. The Edwards and Trinity aquifers are the primary groundwater sources in Travis and Williamson counties. Groundwater supplied in Burnet County is from the Ellenburger-San Saba, Trinity, Hickory and Marble Falls aquifers. Williamson County uses more groundwater than the other counties in the study area. In 2000, groundwater supply was 56 percent, 5 percent and 14 percent of the total water supply in Burnet, Travis and Williamson counties, respectively. Water supply from the Edwards aquifer in Travis and Williamson counties is projected to remain the same through 2030, 10,692 acft. In 2000, the Trinity aquifer supplied 4,051 acft of water in the study area, and is projected to decrease to 3,925 acft in 2030. Groundwater supply from minor aquifers in Burnet County is projected to remain fairly constant through 2030, from 14,034 acft in 2000 decreasing to 13,948 acft in 2030. Generally, the groundwater supply in the study area is projected to remain constant through 2030.

Surface water supplies include any water resource where water is obtained directly from a surface water body. The primary sources of surface water supply in the study area are from the Highland Lakes, Colorado River combined run-of-river, and the Brazos River Authority system. The Highland Lakes system is comprised of two major water storage reservoirs, Lake Buchanan and Lake Travis, and is one of the major supplies of water in the study area. Water supply from the Highland Lakes in Burnet County is mainly used for municipal use. The municipal use is projected to decrease by 15 percent, up to 4,600 acft between 2000 and 2030. The Highland Lakes supply 53 percent of the water supply in Travis County and 10 percent of the water supply in Williamson County. This supply is projected to decrease in Travis County by 25 percent and remain the same in Williamson County between 2000 and 2030. In 2000, Colorado River combined run-of-river supplied 45 percent of the water supply, 102,613 acft in Travis

County and is projected to increase by two percent in 2030. The Brazos River Authority supplied most of the surface water in Williamson County, and accounted for 57 percent, or 39,936 acft, of the water supply in 2000 and is projected to increase by five percent in 2030. These total surface water supplies are projected to decrease by nine percent between 2000 and 2030 in the study area.

Groundwater Availability

Determination of groundwater availability in the study area involves consideration of issues such as groundwater occurrence, demand, water level declines, spring flows, potential water quality deterioration, depletion of aquifer storage, and the availability of alternate surface water supplies. Groundwater availability allows for some increase in groundwater development to meet a portion of future demands, but utilizes available surface water to meet the majority of demands in order to minimize or eliminate negative effects on aquifer systems.

In the Region K Regional Water Plan (Turner, Collie and Braden Inc et. al., 2000), groundwater availability estimates in Edwards aquifer BFZ are based on minimum spring flows and groundwater withdrawals that occurred in the Colorado and Brazos River Basins during the drought of record of the 1950s. In the Colorado River Basin the estimate is based on minimum spring flow at Barton Springs in Travis County during the drought of the 1950s, and by effective recharge to the aquifer. This estimate does not include removal of water in storage. Future groundwater availability in this aquifer involves consideration of issues such as future demand, water level declines, potential water quality deterioration, depletion of aquifer storage, and the availability of alternate surface water supplies.

Current and projected Edwards aquifer groundwater use should be based on utilizing effective recharge only, with little or no mining of recoverable storage (Ridgeway and Petrini, 1999). Due to its highly permeable nature in the fresh water zone, the Edwards aquifer responds quickly to changes and extremes in stress placed upon the system (Turner, Collie and Braden Inc et. al., 2000). This is indicated by the rapid fluctuations in water levels over relatively short periods of time. During times of adequate rainfall and recharge, the Edwards aquifer is able to supply sufficient amounts of water for most of the demands as well as sustain spring flows at many locations throughout its extent. However, when recharge is low, water withdrawn from wells and water discharged at the springs comes mainly from aquifer storage. If these conditions persist, water in storage within the aquifer continues to be depleted with corresponding water-level declines and reduced spring flows.

Groundwater availability in the Trinity aquifer could consists of the annual recharge and mining of the total recoverable storage until the year 2030 (Ridgeway and Petrini, 1999). After 2030, supply from the aquifer would be based on the estimated effective recharge. The availability is also based on the areal extent of the downdip or artesian portion of the aquifer in the study area.

Moderate amounts of groundwater are supplied to Burnet County from the Ellenburger-San Saba, Hickory and Marble Falls minor aquifers. Table 4 summarizes groundwater availability data from the 2002 State Water Plan. The Edwards aquifer accounts for 39 percent of the available groundwater supply in Travis and Williamson counties. The Trinity aquifer in the study area accounts for eight percent, minor aquifers account for 25 percent, the other undifferentiated aquifers account for 46 percent of the available groundwater supply. Specific geologic sources for the other aquifers were not identified in the regional water plans or the state water plan.

**Table 4. Groundwater Availability, Williamson, Burnet and Northern Travis Counties PGMA Study Area**

| SOURCE | COUNTY | YEAR 2000 | YEAR 2030 | YEAR 2050 |
|---|---|---|---|---|
| EDWARDS- BFZ AQUIFER | BURNET | 0 | 0 | 0 |
| | TRAVIS | 4,480 | 4,480 | 4,480 |
| | WILLIAMSON | 7,370 | 7,370 | 7,370 |
| TRINITY AQUIFER | BURNET | 2,170 | 1,835 | 1,505 |
| | TRAVIS | 478 | 478 | 391 |
| | WILLIAMSON | 2,197 | 2,110 | 2,045 |
| ELLENBURGER-SAN SABA AQUIFER | BURNET | 3,148 | 3,148 | 3,148 |
| | TRAVIS | 0 | 0 | 0 |
| | WILLIAMSON | 0 | 0 | 0 |
| HICKORY AQUIFER | BURNET | 5,411 | 5,411 | 5,411 |
| | TRAVIS | 0 | 0 | 0 |
| | WILLIAMSON | 0 | 0 | 0 |
| MARBLE FALLS AQUIFER | BURNET | 5,625 | 5,625 | 5,625 |
| | TRAVIS | 0 | 0 | 0 |
| | WILLIAMSON | 0 | 0 | 0 |
| OTHER AQUIFER* | BURNET | 10,000 | 10,000 | 10,000 |
| | TRAVIS | 5,553 | 5,553 | 5,553 |
| | WILLIAMSON | 10,665 | 10,665 | 10,665 |
| TOTAL | | 57,097 | 56,675 | 56,193 |

**All values are acre-feet per year.** Adapted from 2002 State Water Plan.

Note: * Specific sources were not identified in the 2001 regional water plans or in 2002 State Water Plan.

Surface Water Availability

There are presently nine major reservoirs in the Lower Colorado River and in the Brazos River basins that lie near or within the study area. Lake Georgetown, Granger Lake and Lake Stillhouse Hollow are located in the Brazos River Basin. Lake Stillhouse Hollow is located outside of the study area. The total amount of surface water available for Williamson County from the Brazos River Basin is 113,556 acft. Water users in Williamson County need to construct additional intake and conveyance facilities to fully use the surface water in the Brazos River basin reservoirs.

The majority of the reservoirs located within the Lower Colorado River Basin in the vicinity of the study area are part of the LCRA's Highland Lakes system. These are Lake Buchanan, Inks Lake, Lake LBJ,

Lake Marble Falls, Lake Travis, and Lake Austin (Ridgeway and Petrini, 1999). Of these, Lake Buchanan and Lake Travis are the two major water storage reservoirs in the Lower Colorado River Basin. The two lakes system's firm yield is 445,266 acft per year (TWDB, 1998). Lake Austin is owned by the City of Austin and operated by the LCRA through an agreement. Town Lake and Lake Walter E. Long (Decker Lake) are also located in the study area, owned and operated by the City of Austin. The City of Austin uses Decker Lake to supply cooling water for an electric generating plant.

In addition to the LCRA's Highland Lakes system, several ponds and reservoir with capacities less than 5,000 acft exist in the study area and supply local needs. The total annual availability of surface water is estimated to be 564,266 acft as show below in Table 5.

**Table 5. Annual Surface Water Availability, Williamson, Burnet and Northern Travis Counties PGMA Study Area**

| LOWER COLORADO RIVER BASIN | BRAZOS RIVER BASIN | OTHER SURFACE WATER | REUSE | TOTAL ANNUAL AVAILABILITY |
|---|---|---|---|---|
| 445,266 | 113,600 | 5,000 | 400 | 564,266 |
| All values are acre-feet per year. | | | | |

## GROUNDWATER AND WATER SUPPLY CONCERNS ★★★

This section summarizes data and information with regard to water quality, water supply and identified needs, and identified water management strategies for the next 25 years. The discussions in this section rely primarily upon the Brazos G Regional Water Plan (HDR et al., 2001); the Region K (Lower Colorado) Regional Water Plan (Turner, Collie and Braden Inc., 2000); *Water for Texas - 2002* (TWDB, 2002); Duffin and Musick, 1991; and Ridgeway and Petrini, 1999.

### Groundwater Quality

The quality of water in the Edwards aquifer is directly affected by the total environment of the water, from its origin as rainfall to its ultimate discharge from wells and springs in the aquifer. Most of the dissolved matter in the groundwater is from the solution of substances in the rocks that compose the aquifer (Duffin and Musick, 1991). The dissolved matter varies throughout the study area. Low permeability, restricted water circulation, longer groundwater residence time, and temperature increases cause the groundwater to become more highly mineralized in the downdip portion of aquifers (Ridgeway and Petrini, 1999). Other constituents found in the water from the Edwards aquifer originating outside the aquifer between precipitation upon the recharge zone and its latter entry into the aquifer. During this time, various constituents, possibly including human-related contaminants, are carried by the recharge water into the aquifer (Duffin and Musick, 1991).

Groundwater in the Edwards and associated limestones aquifer may be described as a calcium carbonate, and sometimes magnesium carbonate type water, generally becoming a sodium sulfate water downdip. Still farther downdip, it becomes more highly mineralized. The quality of water from the Edwards aquifer varies throughout the study area. Mineralization of the water increases from the recharge areas on the west to the downdip areas on the east. The dissolved solids concentration typically increases from 200 to 400 mg/l in the recharge zone, to 1,000 mg/l and then 3,000 mg/l at variable distances to the east (Duffin and Musick, 1991).

The increase in mineralization with distance from the recharge area is much more rapid in Travis County than in Williamson County. Intensive faulting of the groundwater reservoir in Travis County has created numerous barriers to groundwater movement. This retardation of groundwater movement has caused the dissolved solids concentration of the water to reach the 1,000 and 3,000 mg/l limits as near as one to two miles east of the Edwards aquifer outcrop near the Colorado River in Travis County. In Williamson County, where faulting is less severe, the Edwards aquifer contains water having less than 3,000 mg/l of dissolved solids greater distances downdip. In Williamson County, water having generally less than 1,000 mg/l dissolved solids concentrations extends as much as 10 miles east of the aquifer outcrop, and water having generally from 1,000 to 3,000 mg/l extends beyond this limit an additional 10 to 12 miles in places (Duffin and Musick, 1991).

Groundwater geochemical compositions also vary downdip from Ca-$HCO_3$- to Na-$SO_4$-type waters and Na-Cl-type water (Brune and Duffin, 1983). These hydrochemical patterns indicate hyrdochemical evolution of groundwater along flow paths. In the south of the study area, faults that disrupt groundwater flow may also provide pathways for an influx of deep saline groundwater (Senger and others, 1999).

The spatial distributions of groundwater having different geochemical compositions reflects the interaction of two main flow systems in the aquifer (Jones, 2003). These flow systems involve:

(1) rapid circulation of fresh groundwater from the recharge zone and
(2) a slow influx of saline groundwater from downdip

The Ca-HCO3 -type water that occurs within or adjacent to the recharge zone is characterized by high tritium of 7 to 11 Tritium Units (TU). The slowly circulating groundwater is characterized by low tritium (<1 TU) and mixed-cation-HCO3-, Na-HCO3-, and Na-mixed-anion-type groundwater. The contrasting low and high tritium in confined and unconfined parts of the aquifer, respectively, indicate that most rapid groundwater circulation in the aquifer occurs in the unconfined part of the aquifer. The boundary between low- and high-tritium groundwater coincides with the bad-water line, indicating relatively little circulation of recently recharged groundwater in the saline parts of the aquifer (Jones, 2003).

The geochemistry of the Trinity group aquifer in the western portion of the study can be characterized as a calcium carbonate type water. This water becomes a sodium sulfate or sodium chloride type downdip. It is usually of neutral pH and very hard and its quality ranges from fresh to slightly saline in most cases (Duffin and Musick, 1991). Down dip to the southeast of the study area, the water quality tends to deteriorate. Low permeability, restricted water circulation, and increase in temperature cause the groundwater to become more highly mineralized in the downdip portion of the aquifer.

Groundwater from the Trinity aquifer is used primarily for domestic and public water supply, although generally the ranges for fluoride and total dissolved solids exceed the drinking water standards especially in the eastern parts of Williamson County. Most public water supplies in the eastern part of the study blend the elevated constituents of the Trinity groundwater with fresh water to meet the drinking water standards. Manufacturing use of groundwater in this area is minimal since the water is generally unsuitable for its high iron, hardness, and sodium bicarbonate contents (Duffin and Musick, 1991).

The potential for man induced groundwater contamination in the Edwards aquifer is a major concern in the study area. The cavernous, highly permeable nature of the aquifer and the thin soil characteristics of the recharge zone pose a significant potential for contamination of the aquifer from surface sources of pollutants. There have been localized instances of groundwater contamination resulting from human activities. Groundwater contamination from nitrate, fecal colliform, or leaking petroleum storage tanks have been recorded in the study area.

Perchlorate contamination was detected in the City of Georgetown public water supply wells in November 2003. A total of 46 private and public water wells were sampled in December 2004 in Williamson County; out of these, 40 samples had detection of perchlorate below 4.0 parts per billion (ppb). Five private wells had detections above the TCEQ interim action level of 4.0 ppb. Four surface water (spring) samples had detections ranging from 6.3 to 9.25 ppb.

The source of the perchlorate contamination is still under investigation. Rock quarries along Interstate Highway 35 (IH-35) are potential sources for perchlorate contamination. Perchlorate can be naturally-occurring, but it is also used in the manufacture of rockets, matches, explosives, and air bags. Levels of perchlorate measured in the City of Georgetown's public water supply wells ranged from non-detect to 4.3 ppb. The TCEQ's interim action level for perchlorate, the level which triggers an investigation but which is well below levels of health concern, is 4 ppb. Level of concern may be at rates at least ten times greater than the interim action. The health implication of perchlorate ingestion is also under investigation. The National Academy of Science (NAS) study on health effects of perchlorate reported that the chemical, in high doses, can decrease thyroid function in humans, and that the chemical is present in many public drinking water supplies (http://www.nas.edu/). The report also said daily ingestion of up to 0.0007 milligrams per kilogram of body weight can occur without adversely affecting the health of even the most sensitive populations. That amount is more than 20 times the "reference dose" proposed by USEPA in recent draft risk assessment (http://www.epa.gov/).

In response to citizens concern about sediment loading from the mining operations along the upper Brazos River, TCEQ conducted an inventory of rock quarries in 2004. Out of the TCEQ inventoried

quarries statewide, 40 quarry sites were inventoried in Burnet, Travis and Williamson counties. More than half of these sites in the study area had no permit or were violating the minium standards of their permits either by an unauthorized discharge of sediment or by air quality violation.

Data provided from the City of Austin showed U.S. Geological Survey sampling results from Schlumberg, Tanglewood, and Stillhouse springs discharging from the Edwards aquifer in the Bull Creek watershed in northern Travis County. Samples from all three springs indicated low concentrations of dissolved pesticides and solvents in addition to elevated concentrations of nutrients, ions and certain metals.

**Water Supply Shortages and Identified Water Management Strategies**

Table 6 summarizes and compares projected water demand and current water supply in the study area. The last column in Table 6 identifies unmet water needs for year 2030 that are not solidly addressed by Brazos G and Lower Colorado Regional Water Planning Groups recommended water management strategies. The following discussion regarding water supply concerns and identified strategies for each county, and regional strategies in general are summarized from Brazos G (HDR et al., 2001) and Region K (Turner, Collie and Braden Inc et al., 2000) Water Plans, and TWDB, 2002.

**Table 6. Comparison of Water Demand and Current Supply, and Identified Needs in Williamson, Burnet, and Northern Travis Counties.**

| COUNTY & YEAR | PROJECTED DEMAND | CURRENT SUPPLY | | | IDENTIFIED NEEDS |
|---|---|---|---|---|---|
| | | GW | SW | TOTAL | |
| **BURNET** | | | | | |
| 2000 | 8,826 | 14,034 | 11,171 | 25,205 | No unmet need identified by Region K Water Plan |
| 2010 | 9,718 | 14,027 | 11,193 | 25,220 | |
| 2020 | 10,561 | 14,017 | 9,058 | 23,075 | |
| 2030 | 11,403 | 13,948 | 8,334 | 22,282 | |
| **NORTHERN TRAVIS** | | | | | |
| 2000 | 121,075 | 11,256 | 227,664 | 238,920 | No unmet need identified by Region K Water Plan |
| 2010 | 136,774 | 11,256 | 228,311 | 239,567 | |
| 2020 | 159,061 | 11,256 | 224,098 | 235,354 | |
| 2030 | 181,812 | 11,256 | 202,836 | 214,092 | |
| **WILLIAMSON** | | | | | |
| 2000 | 46,768 | 11,319 | 69,765 | 81,084 | Municipal need identified in year 2010, Mining need identified throughout the planning period. |
| 2010 | 65,371 | 11,319 | 64,562 | 75,881 | |
| 2020 | 87,633 | 11,319 | 69,647 | 80,966 | |
| 2030 | 104,050 | 11,256 | 69,688 | 80,944 | |

Notes: **Water demand and supply in acre-feet, availability in acre-feet per year**; GW - groundwater; SW - surface water. For comparison purposes, surface water supply and availability assumed to be the same.

Burnet County

In 2000, groundwater from the Trinity, Ellenburger-San Saba, Marble Falls and Hickory aquifers provided 56 percent of the total supply in Burnet County. Surface water accounted for 44 percent of the total supply, primarily water from the Highland Lakes through contracts with the LCRA. Municipal water demands account for over one-half of the total water demands in Burnet County, and no water shortages are expected for the county in the irrigation, mining, manufacturing, or livestock water user groups (WUGs) through 2050. Burnet County water shortages have been identified in the next 30-year period for municipal user groups and the county-other user group in the Colorado River Basin. Several of these shortages have been identified due to wholesale contract expirations. Water management strategies have been adopted to address all of the projected water supply shortages.

The cities of Marble Falls and Cottonwood Shores are expected to have water supply deficits due to contractual expirations over the study period. The City of Marble Falls is expected to have a water supply shortfall of 1,874 acft/yr by 2020 that increases to 2,105 acft/yr in 2030. The recommended water management strategy to address this need is contract renewal with the LCRA. A contract renewal of 2,264 acft/yr will meet the City of Marble Falls projected water demand through 2030. The City of Cottonwood Shores is projected to have a water supply deficit of 164 acft/yr starting in 2020 that increases to 168 acft/yr in 2030. The recommended water management strategy to address this need is also contract renewal with the LCRA. A contract renewal of 171 acft/yr will meet the City of Cottonwood Shores projected water demand through 2030 (Turner, Collie and Braden Inc., 2000).

The City of Burnet is not expected to have water supply deficits during the study period. The city gets most of its water supply from a Highland Lakes system contract with the LCRA that expires in 2040. With the recommended water management strategy to renew a contract of 4,100 acft/yr, the city is projected to have a surplus through 2030. The City of Granite Shoals is not expected to have water supply deficits even though their LCRA contract of 830 acft/yr will expire in 2030. The city receives most of its water supplies from groundwater. With the recommended water management strategy to renew a contract of 493 acft/yr with the LCRA, the city is projected to have a surplus through 2030. The cities of Bertram and Meadowlakes are not expected to have water supply shortfalls during the study period and no water management strategies are recommended for these WUGs (Turner, Collie and Braden Inc., 2000).

The county-other water user group in the Colorado River Basin is also expected to have deficits of 1,102 acft/yr by 2010 that increase to 1,652 acft/yr in 2030. The recommended water management strategy for this water user group is a contract renewal with the LCRA. A contract renewal of 1,779 acft/yr will meet the projected water demand through 2050 (Turner, Collie and Braden Inc., 2000).

Northern Travis County

In northern Travis County, surface water supplies 95 percent of the total supply and the rest is from the Edwards, Trinity, and undifferentiated aquifers. Surface water is available through the LCRA and City of Austin (COA) run-of-river water rights. Municipal water demands account for more than 80 percent of the total demand in the county and manufacturing and steam electric generation account for most of the remaining demands. The manufacturing, mining, irrigation and livestock WUGs are projected to have enough water to meet their demands through 2050. Travis County water shortages have been identified in the next 30-year period for municipal user groups and the county-other user group. Several of these shortages have been identified due to wholesale contract expirations. Water management strategies have been adopted to address all of the projected water supply shortages.

The largest WUG, the COA, receives its water supply from the Colorado River thorough its run-of-river rights and from LCRA water in the Highland Lakes system. A 1999 amended agreement with the LCRA provides the city with a firm water supply for municipal, industrial, and wholesale water needs totaling 325,000 acft/yr. In addition, the COA has run-of-river rights, and an agreement with the LCRA for water to be used at its steam electric plants sufficient to meet this need through 2050. The COA has sufficient water supplies to meet its municipal, industrial, and wholesale water needs through 2030. Even though there was no water shortage projected for the city, a water management strategy for water reuse of 17,442 acft/yr through the year 2030 has been recommended (Turner, Collie and Braden Inc., 2000).

The City of Pflugerville is expected to have water supply deficits over the study period. The city is expected to have a water supply shortfall of 793 acft/yr in 2010 that increases to 2,323 acft/yr in 2030. The city currently receives its water supply mainly from the Edwards aquifer to meet its water demands. The city has executed a wholesale contract with the COA for the supply of up to 10 mgd (31 acft/day) in order to secure a firm supply of water through 2050. The City of Pflugerville is also looking at other supplemental sources to meet future water demands. The recommended water management strategies from other sources include aquifer storage and recovery, surface water from the Colorado River, and import of Carrizo-Wilcox aquifer groundwater from other counties (Turner, Collie and Braden Inc., 2000).

The cities of Lago Vista and Jonestown are expected to have water supply deficits by 2030. The City of Lago Vista is expected to have water supply deficits in 2030 due to contract expirations of 6,500 acft/yr. The city receives most of its water supplies from the Highland Lakes system. The recommended water management strategy is for renewal of a LCRA contract of 3,630 acft/yr. The City of Lago Vista will be able to meet its projected 2030 water demand with this amount of water. The City of Jonestown is expected to have a water shortage of 40 acft/yr in 2030 that increases to 438 acft/yr in 2040. The recommended water management strategy to address this shortage is to renew a contract of 485 acft/yr with the LCRA by 2030 (Turner, Collie and Braden Inc., 2000).

The municipal Wells Branch and Anderson Mill WUGs are also expected to have water supply deficits by 2030 due to their contractual expirations with the COA and the LCRA, respectively. Wells Branch is expected to have a water supply shortfall of 1,013 acft/yr in 2030 that increases to 1,064 acft/yr in 2050. Contract renewal with the COA is the recommended water management strategy for Wells Branch to address the identified need. Anderson Mill is projected to have a water deficit of 2,009 acft/yr in 2010. The recommended water management strategy to address this need is contract renewal with the LCRA (Turner, Collie and Braden Inc., 2000).

The county-other WUG is also expected to have water deficits over the study period. The expected deficit is 51 acft/yr in 2010, increasing to 7,408 acft/yr in 2030. The deficit is associated with the contractual expirations. The recommended water management strategy to address the identified need is to renew a contract of 8,758 acft/yr either with the LCRA or the COA in 2030 (Turner, Collie and Braden Inc., 2000).

Williamson County

Williamson County receives about 14 percent of its total water supply from Edwards and Trinity aquifers. Surface water is primarily from the Brazos River Basin through the BRA; however, some of the county receives water from Colorado River sources through the LCRA and the COA. Municipal water demand accounts for more than 84 percent of the total water demands in the county. Mining and livestock water demands account for most of the remaining demands. The cities of Georgetown, Round Rock, Granger, Florence, Hutto, and Thrall, and the Brushy Creek Municipal Utility District (MUD) are projected to have water shortages within the next 30-year period. Most of these municipal shortages are

associated with the infrastructure expansion or capacity constraints, lack of infrastructure, or contract expirations. The county-other and mining WUGs are also projected to have water shortages over the study period.

The City of Georgetown purchases Lake Georgetown and Lake Stillhouse Hollow water from BRA. The city also uses groundwater from the Edwards aquifer and the estimated reliable supply is about 921 acft/yr. The City of Georgetown also implements wastewater reuse projects where appropriate to meet demands with non-potable water. The city is projected to have a water supply shortage of 8,151 acft/yr in 2030 as a result of infrastructure constraints related to intake and conveyance facilities. The City of Georgetown has a water purchase contract of 22,168 acft/yr from BRA. This water supply is sufficient to meet the city's needs beyond 2040. However, the city's estimated diversion capacity at Lake Georgetown is about 8,344 acft/yr. The City of Georgetown will need to construct additional intake and conveyance facilities to fully use the remaining 13,824 acft/yr under contract. Other long-term strategies recommended to meet the city's water needs beyond 2030 are to participate in the Little River Reservoir project, to develop a groundwater supply from the Carrizo-Wilcox aquifer, and/or purchase water from BRA/LCRA Alliance water availability up to 25,000 acft/yr (HDR et al., 2001). According to the 2005 Brazos G Initially Prepared Plan (IPP), the City of Georgetown is projected to have a surplus of 9,500 acft/yr in year 2030.

The City of Round Rock also purchases Lake Georgetown and Lake Stillhouse Hollow water from BRA. The city also uses groundwater from the Edwards aquifer and the estimated reliable supply is about 921 acft/yr. In addition, the city implements wastewater reuse projects. The City of Round Rock is expected to have a shortage of 12,157 acft/yr in 2030, increasing to 21,543 acft/yr in 2050. About 7,000 acft/yr of this shortage results from intake and conveyance constraints at Lake Georgetown. The city has a water purchase contract of 24,854 acft/yr from BRA. This water supply is sufficient to meet the City of Round Rock's needs until about 2015; however, the city's estimated diversion capacity at Lake Georgetown is limited to about 17,800 acft/yr. The City of Round Rock will need to construct additional intake and conveyance facilities to fully use the remaining 7,000 acft/yr under contract. Other recommended water management strategies are for the city to participate in a regional Carrizo-Wilcox aquifer supply project, to purchase Lake Travis water from the BRA/LCRA Alliance, and to continue implementing wastewater reuse. The other long-term strategy recommended to meet the city's water needs beyond 2030 is to participate in the Little River Reservoir project (HDR et al., 2001). The 2005 Brazos G IPP projects the City of Round Rock will have a 2030 supply deficit of 10,566 acft/yr and increasing to 42, 548 acft/yr by 2060. The recommended strategies are largely the same.

The Brushy Creek MUD presently has a contract for water supply from the City of Round Rock which expires in 2006, and is further projected to have a shortage of 4,020 acft/yr in 2030. In 1994, the Brushy Creek MUD entered into an agreement with the BRA to purchase 4,000 acft/yr of water from Lake Stillhouse Hollow, and became part of the Williamson County Regional Project (other participants include - City of Georgetown, City of Round Rock, Chisholm Trail Special Utility District (SUD), and Jonah SUD). Presently, the Brushy Creek MUD is working to complete construction of its own water treatment plant and transmission line from Lake Georgetown. The recommended water management strategy for Brushy Creek MUD to meet the projected 2030 shortage is for construction of diversion and treatment facilities to use Lake Stillhouse Hollow water delivered to Lake Georgetown (HDR et al., 2001). The 2005 Brazos G IPP projects the Brushy Creek MUD to have supply surplus of 109 acft/yr by 2030, and a surplus of 87 acft/yr by 2060.

The City of Granger is projected to have a water shortage of 129 acft/yr in 2030 that increases to 224 acft/yr by 2050. The expected shortage in 2030 is about 34 percent of demand. The city receives its water supply from the Trinity aquifer. Identified water management strategies to address the projected shortage include participation in a regional water supply project with the City of Taylor and obtaining water from

either the BRA (Lake Granger) or from the Carrizo-Wilcox aquifer (HDR et al., 2001). The 2005 Brazos G IPP projects the City of Granger will have a 2030 supply surplus of 130 acft/yr.

The City of Florence is projected to have water deficits of 136 acft/yr in 2030, and increasing to 212 acft/yr in 2050. The expected shortage in 2030 is about 40 percent of demand. The city receives its water supply from the Trinity aquifer. The identified water management strategies to address the projected shortages in 2030 are voluntary redistribution from the BRA, and transmission and treatment through existing Central Texas Water Supply Corporation (WSC) and Chisholm Trail SUD facilities. The City of Florence will need to negotiate for about 250 acft/yr of water from either the BRA or an existing contract holder (HDR et al., 2001). The 2005 Brazos G IPP projects that the city of Florence will have a 2030 supply deficit of only 63 acft/yr and recommends constructing three new Trinity aquifer wells to meet this need.

The City of Hutto is projected to have water deficits of 265 acft/yr in 2030, and increasing to 550 acft/yr by 2050. The expected shortage in 2030 is about 67 percent of total demand. The city receives its water supply from the Trinity and Edwards aquifers. Identified water management strategies to address the projected 2030 shortage are to participate in a regional water supply project with the City of Taylor and to obtain water either from the BRA (Lake Granger) or from Carrizo-Wilcox aquifer sources (HDR et al., 2001). The 2005 Brazos G IPP projects a 2030 supply deficit of 407 acft/yr and recommends buying groundwater from a private out-of-county supplier to meet the need.

The City of Thrall is projected to have a water shortage of 40 acft/yr in 2030, that increases to 63 acft/yr in 2050. The city obtains its water supply from the Trinity aquifer and through the Noack WSC from the City of Taylor. The identified strategy to address the projected shortage is to continue buying water from the City of Taylor and to negotiate a contract to receive additional water sufficient to meet needs (HDR et al., 2001). The 2005 Brazos G IPP projects a 2030 supply deficit of 144 acft/yr and recommends purchasing water from the BRA as the primary strategy.

Entities in the county-other category in Williamson County obtain their water supply from the Edwards and Trinity aquifers, the BRA from Lake Georgetown and Lake Stillhouse Hollow, and by purchases from nearby cities. Water from Lake Stillhouse Hollow is delivered to Lake Georgetown through the Williamson County Raw Waterline. According to the Brazos G Water Plan, the county-other category is shown to have a current water supply shortage. This shortage is based primarily on the conservatively low groundwater supply values in the projections. The projected shortages increase to 11,750 acft/yr in 2030 and then stay relatively the same through 2050. The Brazos G Water Plan identified similar shortages and presented similar strategies as these demands are closely linked to what is occurring in the cities. The water management strategies identified to address the county-other projected shortages include participation in a regional Carrizo-Wilcox aquifer supply project (6,000 acft/yr; year to implemented 2010), purchasing Lake Travis water from the BRA/LCRA Alliance (6,000 acft/yr; year to be implemented 2020), and continued to implementation of wastewater reuse (5,000 acft/yr; year to be implemented 2030) (HDR et al., 2001). According to the 2005 Brazos G IPP, the county-other water user group is projected to have a surplus of 1,165 acft/yr of supply in year 2030.

The mining WUD is also projected to have water deficits over the study period. The projections show a shortage of 1,543 acft/yr in 2030, and increasing to 1,663 acft/yr in 2050. The deficit is due largely, if not completely, to the conservatively low groundwater supply figures used for Williamson County. The Brazos G Water Plan (1) anticipates that mining use will continue to be from locally available groundwater supplies; (2) does not identify any water management strategy to meet the mining needs of the projected supplies from any sources through the year 2030; and (3) notes that if groundwater becomes unavailable due to drought or overpumpage, the mining demand will either purchase new supplies from nearby water utilities, or will cease operations until groundwater (Edwards aquifer) returns

(HDR et al., 2001). The 2005 Brazos G IPP projects the mining user group will have a supply deficit of 1,576 acft/yr in 2030 and recommends conservation to address the shortage.

In addition to those noted above, the 2005 Brazos G IPP identifies the following water user groups having supply shortage for the year 2030: City of Bartlett (146 acft/yr), City of Cedar Park (6,650 acft/yr), Chisholm Trail SUD (941 acft/yr), Jarrel-Schwertner WSC (329 acft/yr), Liberty Hill (788 acft/yr), City of Weir (277 acft/yr), and manufacturing (1,583 acft/yr). The recommended strategies in the 2005 Brazos G IPP for all of these water user groups rely on obtaining additional supplies from surface water sources and conservation.

Other Generally Recommended Strategies

The Brazos G and Lower Colorado Regional Water Plans identified several water management strategies that may be implemented to reduce or offset unmet needs. These general strategies include interbasin transfer of water, wastewater reuse, voluntary redistribution, aquifer storage and recovery, new reservoirs, and Carrizo-Wilcox aquifer development.

At the request of the City of Round Rock and Williamson County, the 76th Texas Legislature passed House Bill 1437 in 1999, authorizing the LCRA to transfer up to 25,000 acft/yr of water to Williamson County under certain conditions. This transfer of water should result in "no net loss" of water to the Colorado River watershed. The Act requires that an additional charge be added to the base water rate to pay the costs of mitigating any adverse effects of the transfer of water to Williamson County from the lower Colorado River watershed. Water resources developed or conserved through the additional charge may be acquired from any source inside or outside the boundaries of the Colorado River watershed and must be used for the benefit of water services areas of the LCRA's irrigation operations.

Under the provisions of HB 1437, the supply of water and cost to irrigation customers will be protected. Before water is transferred, the LCRA must offset the transferred water by the development of an additional water resource or other water-reuse strategies to replace or offset the amount of surface water transferred. This may include the development of groundwater resources, reuse, conservation and other opportunities to reduce reliance on surface water for agricultural irrigation. These strategies must take into consideration the surface water and groundwater needs of the affected Colorado River basin users. Any additional costs for implementing this system will be paid for by Williamson County customers by a mitigation surcharge added to the base water rate.
(source:http://www.utexas.edu/lbj/research/no_net_loss/, accessed in December 2004)

The LCRA had several meetings in and outside the study area to solicit comments regarding the interbasin transfer of water from Lake Travis to meet demands in Williamson County. This interbasin transfer of water may not be amenable to shareholders (Parsons et al., 2003). Similarly, it may not be cost-effective as the cost to the consumer of LCRA water per 1,000 gallons is currently higher than the BRA water (Parsons et al., 2003). Before water can be transferred, "no net loss" must be defined and a plan to mitigate the effect of the transferred water developed and approved by the LCRA board of directors. Thus, a date for water delivery will depend on LCRA board approval and the time it takes to implement the water make-up system. No firm date has been set as of September 2005.

Wastewater reuse is the intentional use of treated wastewater effluent for a beneficial purpose. It takes the place of potable or raw water to reduce the overall demand for fresh water supply. Wastewater reuse typically involves a capital project connecting treatment plant and discharges facilities to an individual entity that has a relatively high, localized use that can be met with non-potable water. Examples most frequently include the irrigation of golf courses and other public lands and specific industries or industrial use areas. This strategy cannot impact the downstream needs for water rights holders and

environmental instream uses. Generally, reuse of wastewater can provide a drought resistant source, increases with economic and population growth, and provides an alternative source when high-quality water is not required. In the study area, many municipalities use indirect or direct reuse of wastewater as source supply to meet increasing water demands. These entities include the cities of Austin, Georgetown, Round Rock, and Taylor.

Voluntary redistribution is defined as an entity in possession of water rights or water purchase contracts freely selling, leasing, giving, or otherwise providing water to another entity. Typically, the entity providing the water has determined that it does not need the water for the duration of the transfer. The transfer of water could be for a set period of years or a permanent transfer. Voluntary redistribution is not new to Texas or to the study area–it is essentially a water purchase. Typical examples of voluntary redistribution occurring in the region are the sale of water by entities such as the BRA and the LCRA. The most common water sales occur when cities, such as Austin or Georgetown, sell water to surrounding WUGs. Voluntary redistribution has many benefits over other supply options including the facts that it can be much easier than implementing a new reservoir project, typically cost less than large capital projects, and avoids implementation issues of new reservoir projects such as environmental and local impacts. Most importantly, redistribution of water makes use of existing resources and provides a more immediate source of water (HDR et al., 2001).

Aquifer storage and recovery (ASR) is a process wherein an aquifer is used as an underground reservoir for water storage and recovery. Surface or groundwater is conveyed, via infiltration basins or injection wells, into subsurface space in an aquifer for storage. The water is pumped back out when needed during periods of high demand or drought. This alternative would involve the construction of an aquifer storage and recovery well. In the study area, the City of Pflugerville would purchase treated water from the COA and store this water in the aquifer during low demand periods. This stored water would be recovered during the peak demand period (summer). The probable cost to implement this ASR project is estimated to be about $4.7 million. The unit cost of operating this system, including purchasing the treated water from the COA, would be about $710/acft (HDR et al., 2001).

New reservoirs have been the source of the state's surface water supply resources as well as planning for future supplies. Most of the sites in the state that are readily amenable to reservoir development have already been utilized. Many other sites that are amenable to reservoir development from a technical, or water supply point-of-view have not been developed even though they have been studied for many years. One potential new reservoir could greatly impact the study area. The potential Little River Reservoir site is located on the Little River downstream of the City of Cameron (Milam County) and just upstream of its confluence with the Brazos River. Two different conservation storage levels for this proposed reservoir have been evaluated by the Brazos G Water Plan. One conservation storage level would provide a yield primarily to meet the estimated water supply deficits in Williamson County. The other is at an approximate full development level. The primary water short entities in the study area that could benefit from the construction of the reservoir are the Williamson County municipal, mining, and manufacturing WUGs through 2050. The fully developed Little River Reservoir site would have a yield of about 129,000 acft/yr (HDR et al., 2001).

Carrizo-Wilcox aquifer development involves transporting groundwater to municipal and industrial users in Williamson and northern Travis counties. The required facilities for each of the areas are well fields, pipelines, pump stations, and storage facilities. Water treatment to remove possible iron and manganese constituents may be needed. The Carrizo-Wilcox aquifer system in central Texas is capable of producing large quantities of fresh water from the Simsboro and Carrizo Formations. The aquifer is primarily used for domestic, livestock, public supplies, and some industrial purposes. This alternative addresses the Williamson County shortfalls that begin in 2030 and reach 36,514 acft/yr by year 2050. Groundwater from the Carrizo-Wilcox aquifer could be supplied to the cities of Georgetown, Round Rock, Hutto,

Taylor, and Pflugerville and to the Jonah and Chisholm Trail SUDs. The contemplated well fields (in Bastrop, Burleson, Lee, or Milam counties) would be located southeast of the Mexia-Talco Fault Zone and about midway between the outcrop of the Carrizo-Wilcox aquifer and the downdip extent of fresh water (HDR et al., 2001). No infrastructure have been constructed to develop this water supply source.

## STAKEHOLDER RESPONSE ★★★

On July 26, 2004, TCEQ mailed a stakeholder notice to solicit comments and to request data on water supply; groundwater quality, availability, and water level trends; and actions to address identified water management strategies. Approximately 280 stakeholders were identified in the study area. The majority of the stakeholders were county officials, municipalities, water supply corporations, river authorities, planning entities, groundwater conservation districts, and other entities that supply public drinking water. Other identified stakeholders included state legislators, selected federal and state agencies, and other environmental interest groups.

Stakeholder comments about the condition of study area water supplies and actions to meet future demands are summarized here. Burnet and Williamson county water stakeholder groups provided consolidated and concurred comments and information. Stakeholder comments regarding the creation of groundwater conservation districts are presented in a later chapter although some mention may be made here.

### Burnet Water Council

The Burnet Water Council (BWC) submitted comments on behalf of the interests of Burnet County. The BWC noted the Region K December 2000 data (Turner, Collie and Braden Inc., 2000) projected the county's population would grow by 76 percent over the next 50 years, and the updated 2004 TWDB data (Appendix 3) projects a population increase of about 75 percent by the year 2030. The BWC also commented the predicted pattern of growth, and anecdotal evidence observed by BWC members, indicate this explosive growth will be from high-density bedroom communities in previously rural areas. They commented that such areas would be reliant on groundwater sources and that groundwater availability may become a "critical" issue in Burnet County over the next 25-year period due to localized groundwater declines. The Burnet Water Council (BWC) noted that localized groundwater level declines can be expected in areas of heavy pumpage, and suggested that localized declines can be managed best at the local level.

The BWC also noted that the western two-thirds of Burnet County were underlain by the Paleozoic Marble Falls, Ellenburger-San Saba, and Hickory aquifers. They commented that the City of Bertram is served by high-capacity wells completed in these aquifers, and the City of Burnet has back-up supply wells drilled in the aquifers. Based on work by Preston et al. (1996), the BWC commented the immediate management issue for these highly faulted and compartmentalized aquifers is not region-wide decline but localized declines. The BWC noted the Paleozoic aquifers were highly important to the economic future of Burnet County, but were not found in Williamson County and northern Travis County. Similarly, they noted the northern Edwards aquifer which supplies significant amounts of groundwater to northern Travis and Williamson counties is not found in Burnet County.

The BWC commented the Trinity Group aquifer in the eastern one-third of Burnet County is the area where most of the anticipated growth is expected to occur. In referencing the two groundwater availability models for the Trinity aquifer, the BWC noted that regional groundwater availability in the Trinity aquifer may not be a pressing issue in the near future; however, localized groundwater declines would likely occur in the Trinity aquifer under heavy pumpage.

The BWC noted it has actively sought to educate Burnet County citizens about the purpose and advantage of a groundwater conservation district. The BWC also stated that Burnet County has a core group of citizens who are committed to effective groundwater management for Burnet County and who strongly support a Burnet-County-only district. The BWC commented that effective groundwater management in Burnet County would be accomplished best by combining an informed citizenry that fully

supports the goals of a single-county groundwater conservation district and a citizens group and district board of directors that can anticipate the population growth issues facing the county and can, therefore, respond in a timely and knowledgeable manner to the resulting problems affecting groundwater in the county.

**Williamson County Water Visionary Committee**

The Honorable John Doerfler, Williamson County Judge, provided consolidated comments and documentation on behalf of the Commissioners Court of Williamson County and the Williamson County Water Visionary Committee composed of county residents, public and city officials, and county water providers. In summarizing information from the Water Visionary Committee (WVC), Judge Doerfler commented that (1) only a small percentage of the county's existing water demand is supplied by groundwater; (2) in the past several years significant additional surface water sources from outside of the county have been obtained through the BRA and the LCRA to replace groundwater; (3) forecasted use of groundwater will continue to decrease with no additional groundwater demands anticipated; (4) conservation programs established by groundwater providers continue in place with emphasis on restricted use of groundwater during drought periods; and (5) the commissioners court is actively reviewing additional means to meet the county's growing water needs. Judge Doerfler also commented that the commissioners court was considering the creation of a strategic master plan addressing the supply, treatment, and distribution of water throughout Williamson County to insure that both rural and urban areas are efficiently and adequately supplied with water. He noted this effort would be similar in focus and execution to the current Williamson County Wastewater Master Plan. To date, a formal rural water supply master plan has not been adopted by the commissioner court or by WVC of Williamson County (personal communication, October 25, 2005).

The provided documentation included resolutions opposing the designation of a PGMA and creation of groundwater conservation district(s) from the Commissioners Court of Williamson County, the City of Round Rock, the City of Georgetown, the Chisholm Trail SUD, and the Brushy Creek MUD. In part, the commissioners court and two city resolutions note that: Williamson County has adequately planned for future surface water sources; dependence on local groundwater is a very small percentage of total water usage in the county; and subsidence, water quality problems, or groundwater shortages are not major issues in Williamson County. The resolutions from the two utility districts note that Williamson County water purveyors recognize the limitations associated with the Edwards aquifer and have developed or are in the process of developing alternative surface water supplies from the Colorado and Brazos River basins and groundwater supplies from the Carrizo-Wilcox aquifer outside of the county. Because of these efforts, the two district resolutions note that Williamson County water purveyors have not experienced and are not expected to experience critical groundwater problems. The two district resolutions note that Williamson County water purveyors have not experienced and are not expected to experience shortages of surface water or groundwater, land subsidence resulting from groundwater withdrawal, or contamination of groundwater supplies in a manner that justifies the designation of a PGMA or the creation of a groundwater conservation district.

The provided documentation also included WVC information from the Thornhill Group, Inc. This information notes that, based on hydrogeologic conditions and distribution of water needs, the Edwards and Trinity aquifers in Williamson County are relatively "self-regulated" with respect to water availability and production distribution. Among many items, this information notes the following for the Edwards aquifer: (1) the aquifer has relatively low storativity and high transmissivity characteristics; (2) water levels, spring flows, well yields, and total groundwater availability are controlled predominantly by wet-dry cycles and are less impacted by pumping; and (3) primary discharge occurs from pumping near the cities of Pflugerville, Round Rock, and Georgetown, and from flows at Berry Springs near the City of Georgetown and Salado Spring in Bell County about seven miles north of the Williamson–Bell County

line. The Thornhill information notes that relatively small sustained water-level declines have occurred in deeper artesian portions of the Edwards aquifer; however, they do not significantly affect overall groundwater availability in Williamson County. The Thornhill information also notes: that short- and long-term water demands far exceed estimated groundwater availability from the Edwards and Trinity aquifers within Williamson County; that dependence on groundwater will likely decrease; and that the existing entities are presently taking actions and developing plans to address future demands.

**Brazos River Authority**

The Brazos River Authority submitted documentation on water supply and planning issues and provided two recent reports: *Williamson County Water Supply Facilities Plan*, September 2001, prepared by HDR Engineering, Inc.; and *Evaluation of Water Supply Options to Meet Williamson County Needs, Draft Conceptual Master Plan*, February 2003, prepared by Parsons Brinckerhoff Quade and Douglas, Inc. The BRA noted that they have worked with Williamson County entities for over 25 years to evaluate and meet the county's water needs. They commented that the BRA manages the surface water resources of Lakes Georgetown and Granger located in Williamson County and Lake Stillhouse Hollow in Bell County. The BRA commented that they supply approximately 67,000 acft of raw water to Williamson County entities. The BRA noted they also have an agreement with the LCRA to provide 25,000 acft of Colorado River Basin water to Williamson County. Of this, 22,460 acft is presently under contract with water providers in Williamson County. With this water factored in, BRA comments that approximately 89,000 acft of surface water is supplied by the BRA to Williamson County water providers.

The BRA commented that they own a 4.8 million gallon per day (MGD) water treatment plant located near Lake Granger that provides treated water to the City of Taylor and several other entities in eastern Williamson County. The BRA also operates a 4 MGD surface water treatment plant owned by the LCRA and located near Lake Travis that provides treated water to the City of Leander. Further, the BRA noted that water from Lake Travis (Colorado River Basin) is presently being supplied to Williamson County through the City of Austin, and through water treatment plants operated by the City of Cedar Park and the BRA.

The BRA also commented that it operates the Williamson County Raw Water Line. This water line is owned by five Williamson County water providers–the City of Georgetown, the City of Round Rock, the Brushy Creek MUD, the Chisholm Trail SUD, and the Jonah SUD. The water line provides connectivity between Lake Stillhouse Hollow and Lake Georgetown and allows these customers to access the raw Lake Stillhouse Hollow water they have under contract with the BRA.

The BRA commented that it is presently evaluating ways to increase delivery of water to Williamson County from existing reservoirs and facilities, both through their policies and management practices. The BRA noted that it will continue to work with Williamson County entities in the development of new groundwater supplies outside of Williamson County from the Carrizo-Wilcox aquifer, and reuse of effluent from regional wastewater treatment facilities operated by the BRA in Williamson County.

**Municipalities and Water Purveyors**

The City of Round Rock commented it has conducted several planning studies to assist in developing a long-range plan for water supply to include groundwater from the Edwards aquifer in Williamson County. In addition to groundwater supplies, the city has 36,298 acft of surface water under contract with BRA. When combined with groundwater and wastewater reuse, the City of Round Rock projects adequate supplies until the year 2038. Beyond 2038, the city anticipates receiving groundwater from the Carrizo-Wilcox aquifer. The city noted it has initiated discussions with several water suppliers, including with the BRA, to secure Carrizo-Wilcox groundwater.

The City of Round Rock also noted that it manages groundwater supply by using an average of four to five MGD of groundwater from the Edwards aquifer. The city noted the Edwards aquifer declines in summer months, but recovers very quickly if managed properly. The city noted they also inspect and certify wastewater lines every seven years to prevent ex-filtration of wastewater to protect the aquifer.

The Brushy Creek MUD noted that it is presently constructing a new membrane water treatment facility designed to treat both surface water and groundwater. They commented that their wells have been determined to be under the influence of surface water, and the treatment facility must be on line for them to use the wells. They also commented they were making improvements to be able to direct the groundwater supplies to the treatment facility. The Brushy Creek MUD noted their wells presently produce 1.8 MGD, and they produce at least 1.7 MGD even under extended drought conditions. They noted ongoing efforts to purchase an old Aquasource Company well that produces about 0.7 MGD. The Brushy Creek MUD commented that most of the major entities using groundwater have already determined what they believe to be the maximum pumpage they can sustain, and have shifted or are planning to shift to surface water or other groundwater sources outside of Williamson County for the remainder of their needs.

The Aqua WSC commented that a portion of their certificated service area located in Travis and Williamson counties is deemed as one of several high-growth corridors. The Aqua WSC noted this area's water supplies are not in Travis or Williamson counties. They noted that they have been unable to find any economically reliable groundwater resources within their service area in Travis County and the entirety of the present supply for this area is being produced and treated from groundwater resources within Bastrop County.

The Aqua WSC noted their responsibility to provide a continuous and adequate water service in their certificated area, and stated they have expended considerable time and resources to enable Aqua WSC to plan for and maintain the ability to provide an adequate water supply in the future. The Aqua WSC commented that it was concerned with the future demands the increasing population will place on the natural resources of this and surrounding areas. They noted their plans for growth in the area mirror high-density urban subdivision growth and associated water demands. The Aqua WSC commented they are developing the water supplies needed to meet the future demands of their service area from several potential sources, none of which are in Travis or Williamson counties.

The City of Austin submitted water quality data from three sites/springs in the Bull Creek watershed. The samples were collected and analyzed by the U.S. Geological Survey using the National Water Quality Assessment (NAWQA) protocols for very low detection limits. Samples from all three springs indicated low concentrations of dissolved pesticides and solvents in addition to elevated concentrations of nutrients, ions and certain metals. The results indicate marked differences in water quality between springs in urbanized settings and those in rural settings. The COA also submitted chemical analysis data for wells completed in Edwards aquifer and springs discharging from the Edwards.

**Others**

The Clearwater Underground Water Conservation District (UWCD) commented that it manages the Trinity and Edwards aquifers in Bell County. They noted the district had registered over 4,000 wells since 2002 and were presently collecting information on production from approximately 50 non-exempt wells and taking biannual water level measurements from selected wells to monitor changes. The Clearwater UWCD noted that Turner Collie & Braden, Inc. and LBG Guyton Associates completed a January 2002 study for the district–*Groundwater Resources Management Information*. This study provides general information on the Edwards and Trinity aquifers in Bell County and includes some Williamson County data.

The Clearwater UWCD noted that data from the TWDB's northern Edwards aquifer groundwater availability model (GAM) indicates the general direction of groundwater flow trends northward from Williamson County into Bell County. The district noted concerns about the potential impact that increased groundwater use in Williamson County could have on the availability of groundwater in Bell County. Turner Collie & Braden, Inc., the district's consultant, provided data involving a series of predictive pumping scenarios using the northern Edwards aquifer GAM.

The Lone Star Chapter of the Sierra Club (Sierra Club) noted that there is a potential for critical groundwater problems to exist in the study area and supported the designation of the area as a PGMA. The Sierra Club noted that significant population growth has occurred since 1990 in study-area cities, and noted the infrastructure to deliver all of the needed water supplies is not completely in place. The Sierra Club commented that most municipalities continue to rely on water wells for backup supply, especially during periods of drought when the aquifers are most susceptible to drawdown. They noted without any groundwater management district in place, the City of Pflugerville, for example, has the potential to pump over 9,000 acft/yr from six wells.

The Sierra Club also noted that the rural domestic users continuing to rely on groundwater could be seriously impacted by depleted aquifers, and noted that groundwater shortages currently exist for mining water users. The Sierra Club commented that the Brazos G water plan states that during periods of drought, many mining facilities will temporarily cease operations because of lack of groundwater supplies. The Sierra Club commented that this management strategy creates the potential for significant stresses to the aquifer as users attempt to remain in operation as long as possible. The Sierra Club also questioned the accuracy regarding of the Brazos G industrial demand projections.

The Sierra Club also commented on the northern segment of Edwards aquifer GAM parameters, including average recharge, recharge from septic tanks, and interaction of surface and groundwater. The Sierra Club acknowledged the state water-quality protection rules for the Edwards Aquifer, but noted that none of the other aquifers are currently protected. Based on the number of septic tanks in the area, the current and projected level of development, and TWDB studies showing slight westward shift of the "bad water", the Sierra Club recommended that water quality concerns are evident in the study area.

One mining company, Capital Aggregate, indicated that the company did not expect any increased use or demands on groundwater resources over the next 25 years. The mining company anticipated using its existing surface water and groundwater supplies and continuous recycling of water (personal communication, October 25, 2005).

In evaluating the need for groundwater management, it is important to examine the efficiency of existing institutions in managing, planning, and regulating groundwater use. If existing entities can effectively develop and implement groundwater management and protection strategies, or if they can secure alternative supplies to decrease dependence or competing interests for groundwater, new entities may neither be necessary nor desirable. However, if such entities do not exist, or if an existing entity does not implement its programs consistently or have sufficient authority, then alternatives may need to be considered.

Several major groups of entities can be considered in the evaluation of groundwater management. These include government entities, authorities and planning groups, water suppliers and water users. Entities that may be involved with groundwater management activities include local municipalities; counties; state and federal government; regional planning authorities and commissions; regional surface water and groundwater management authorities; regional, municipal, and private water suppliers; and major agricultural, industrial and commercial water users.

**Federal Agencies**

The U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission are federal agencies responsible for enforcing numerous federal laws for protecting groundwater resources. Generally, these agencies have delegated the administration of federal regulatory programs to individual states, or occasionally to local authorities. For example, the USEPA which has authority over the federal Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Clean Water Act; the Safe Drinking Water Act; and the Federal Insecticide, Fungicide and Rodenticide Act has delegated administration of these programs in Texas to the TCEQ.

The USFWS is a bureau within the Department of the Interior that works with others to conserve, protect and enhance fish, wildlife and plants and their habitats for the continuing benefit of the American people. Among its key functions, the USFWS enforces federal wildlife laws, protects endangered species, manages migratory birds, restores nationally significant fisheries, and conserves and restores wildlife habitat.

The U.S. Department of Agriculture (USDA) administers numerous programs at the local level to protect and conserve water resources. The USDA Farm Service Agency's Conservation Reserve Program (CRP) undertakes to reduce soil erosion and sedimentation in streams and lakes, improve water quality, establish wildlife habitats, and enhance wetland resources. The CRP encourages farmers to convert highly erodible cropland or other environmentally sensitive areas to vegetative cover such as native grasses. The USDA Natural Resource Conservation Service (NRCS) provides technical assistance to landowners, communities, and local governments in planning and implementing conservation programs. The USDA/NRCS's national Farm*A*Syst and Home*A*Syst programs promote voluntary assessments to prevent pollution. Step-by-step worksheets allow individuals to apply site-specific management practices to their property.

**State Water Planning and Regulatory Programs**

State agencies do not have authority to manage or regulate groundwater resources. The roles of state agencies in addressing the problems and concerns identified in the study area are limited to water quality protection primarily through the regulation of waste management or implementation of best management practices (BMPs), water resource planning and project funding, and facilitation of groundwater management activities through the creation and limited oversight of groundwater conservation districts.

State law, however, does not provide any state agency the authority to control groundwater pumpage and use.

Water planning efforts at the state level are the responsibility of the TWDB which prepares a statewide water plan using information provided by regional stakeholders and other state water agencies. The TWDB has established 16 regional water planning areas covering the entire state, and a regional water planning group (RWPG) in each of these areas. Each regional water planning area, through its RWPG, is responsible for obtaining local input and developing a regional water plan. The study area is in the 37-county Brazos G Regional Water Planning Area and 14-county Lower Colorado Regional Water Planning Area (Region K). The Brazos G Regional Water Plan (HDR., 2001) and Region K Regional Water Plan (Turner, Collie and Braden, 2000) were adopted and submitted to the TWDB prior to January 5, 2001, and incorporated into the 2002 State Water Plan, adopted by the TWDB on December 12, 2001 (TWDB, 2002). The 2005 Initially Prepared Regional Water Plans (IPPs) are under review by the regional planning groups and the TWDB, and should be completed by early 2006.

In addition to its water planning responsibilities, the TWDB collects and analyzes data to support its planning functions, and administers water development funds under state and federal programs. Water development funds generally are available as low interest loans and some as grants to local and regional governments for water supply and wastewater planning, feasibility studies, and infrastructure development. TWDB financial assistance may be provided only to water supply projects that meet needs in a manner that is consistent with an approved regional water plan. In addition, the TCEQ cannot issue a water right for municipal purposes unless it is consistent with an approved regional water plan.

The TCEQ is the state's primary environmental regulatory agency. TCEQ administers the supervision program for public drinking water systems and has primary responsibility for public water system aspects of the federal Safe Drinking Water Act. TCEQ also implements state and federally delegated programs. Among its other regulatory authorities are surface water rights permitting; creation and supervision of water districts; industrial, municipal and hazardous waste management; and water quality protection.

The TCEQ also administers the Edward Aquifer Protection Program. Anyone who plans to build on the recharge, transition, or contributing zones of the Edwards aquifer must have an application with construction plans approved by the TCEQ. The rules for this program (Title 30, Texas Administrative Code, Chapter 213) address activities that could pose a threat to water quality in the Edwards aquifer and the surface streams that feed it. The rules apply specifically to the Edwards aquifer in Bexar, Comal, Hays, Kinney, Medina, Travis, Uvalde and Williamson counties, and are not intended for any other aquifers in Texas.

The USFWS and TCEQ responsibilities for natural resource protection overlap in some cases regarding water quality and endangered species that are dependent upon high quality water in the Edwards aquifer. The USFWS has determined the optional water quality measures which serve as guidance for complying with TCEQ's Edwards aquifer rules will also protect several federally-listed endangered and threatened species, such as the Georgetown salamander. The USFWS has indicated that if these voluntary enhanced water quality measures are used by non-Federal landowners and other non-Federal managers, "no take" of these species would occur, with some exceptions. Starting February 14, 2005, the use of these optional measures is voluntary under the TCEQ's Edwards Program; however, the water quality measures will protect certain species from potential water quality impacts that could result from development over the Edwards aquifer region. The optional measures include site planning best management practices (BMPs) such as providing stream buffers, providing natural buffers around sensitive features, and providing cave gates. Capture volumes for temporary sediment basins used during construction must be large enough to capture runoff from the 2-year, 24-hour storm. Hazardous material traps are required for new roadways that will convey at least 5,000 vehicles a day. Enhanced stormwater detention requirements are also

specified. The optional measures also require permanent BMPs to treat Storm water runoff regardless of the amount of impervious cover that is proposed. When sites are redeveloped, the permanent BMPs must be sized for the entire project area. Each permanent BMP that is constructed must have a sign indication who is responsible for maintenance  placed at the facility and maintenance records are required to be kept.

Other state agencies such as the TPWD, Railroad Commission of Texas, Department of State Health Services, Texas Department of Agriculture, Texas Department of Licencing and Regulation, and the Texas State Soil and Water Conservation Board (TSSWCB) have management or regulatory responsibilities for some activities related to environmental protection. The TPWD is the state agency with primary responsibility for protecting the state's fish and wildlife resources. The TSSWCB administers the Texas Soil Conservation Law and offers a technical assistance program to the state's 216 soil and water conservation districts (SWCDs). The TSSWCB is the lead agency for the planning, management and abatement of agricultural and silvicultural (forestry) nonpoint source pollution (Texas Groundwater Protection Committe, 2003).

**Regional Groups and Authorities**

The study area is within both the Brazos G Regional Water Planning Area and the Lower Colorado Regional Water Planning Area. Northern Travis County, Burnet County, and the metropolitan portion of southern Williamson County are located in Region K, and the remaining portion of Williamson County is located in Brazos G. The Brazos G and Lower Colorado Regional Water Planning Groups (BRWPG and LCRWPG, respectively) consist of members representing the public, counties, municipalities, industry, agriculture, environmental groups, small business, electric generating utilities, river authorities, water districts, and water utilities. The BRWPG and LCRWPG are required to develop a regional water plan, establish policies, make decisions, and consider interest groups in the development of the plans consistent with Texas Water Code requirements. The development of a regional water plan includes studies, decisions, and recommendations on water supply needs. The purpose of the plan is to identify and recommend methods or strategies to conserve water supplies, meet future water supply needs, and respond to future droughts in the region. Both the BRWPG and LCRWPG have identified a number of water supply options in the development of their 2001 regional water plans. The 2005 Initially Prepared Regional Water Plans (IPPs) are under review by the regional planning groups and the TWDB, and should be completed by early 2006.

The Lower Colorado River Authority (LCRA) is a conservation and reclamation district created by the Texas legislature in 1934. It has no taxing authority and operates solely on utility revenues and fees generated from supplying energy, water and community services. The LCRA supplies low-cost electricity for Central Texas, manages water supplies and floods in the lower Colorado River basin, develops water and wastewater utilities, provides public parks, and supports community and economic development in 58 Texas counties. The LCRA sells wholesale electricity to more than 40 retail utilities, including cities and electric cooperatives that serve more than one million people in 53 counties. The LCRA manages water supplies for cities, farmers and industries along a 600-mile stretch of the Texas Colorado River between San Saba and the Gulf Coast. It operates six dams on the Colorado River that form the scenic Highland Lakes: Buchanan, Inks, LBJ, Marble Falls, Travis and Lake Austin. The LCRA regulates water discharges to manage floods, and releases water for sale to municipal, agricultural and industrial users. The organization helps communities plan and coordinate their water and wastewater needs. It also operates an environmental laboratory and monitors the water quality of the lower Colorado River. The LCRA also enforces ordinances that control illegal dumps, regulates on-site sewage systems, and reduces the impact of major new construction along and near the lakes. The LCRA owns about 16,000 acres of recreational lands along the Highland Lakes and Colorado River, with more than 40 parks, natural science centers and nature preserves (www.lcra.org).

The Brazos River Authority (BRA) was created by the Texas legislature in 1929 and was the first state agency in the United States created specifically for the purpose of developing and managing the water resources of an entire river basin. Today, the BRA's purpose is to develop and distribute water supplies, provide water and wastewater treatment, monitor water quality, and pursue water conservation through public education programs. Except for occasional governmental grants to help pay the costs of specific projects, the BRA is entirely self-funded. The BRA maintains and operates its reservoirs and treatment systems using revenues from the customers it serves. The Brazos River basin provides some 6.75 billion gallons of water each year for cities, agriculture, industry and mining. Recreational opportunities such as boating, swimming and fishing are abundant (www.brazos.org).

Three Soil and Water Conservation Districts (SWCDs) are located in the study area: the Little River-San Gabriel SWCD #508 in southern Bell, northern Williamson, and northern Milam counties; the Taylor SWCD #513 in northern Travis, southern Williamson, and southern Milam counties; and, the Hill Country SWCD #534 in Burnet and Lampasas counties. The TSSWCB Water Quality Management Plan Program provides agricultural and silvicultural producers an opportunity to comply with state water quality laws through traditional, voluntary, incentive-based programs. Landowners and operators may request the development of a site-specific water quality management plan through local SWCDs. Plans include appropriate land treatment practices, production practices, and management and technology measures to achieve a level of pollution prevention or abatement consistent with state water quality standards (Texas State Soil and Water Conservation Board, 2004).

The study area is also part of the 10-county Capital Area Council of Governments (CACOG). The CACOG was created June 26, 1970 and includes Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson counties. The CACOG members meet at regular intervals to discuss and study community challenges of mutual interest and concern, and to develop plans, policies, and recommendations for action for approval and implementation by member local governments and other levels of government within the region. The CACOG members encourage and facilitate local governments in the region to cooperate with one another, with other levels of government, and with the private sector to plan for the future development of the region and thereby improve the health, safety, and general welfare of their citizens. Such councils of government (COGs) are political subdivisions of the state and are basically planning and funding distribution agencies with no independent regulatory authority. Among numerous other responsibilities, COGs may make recommendations concerning recreational sites, public utilities, and water supplies. State law mandates that COGs have primary responsibility for the development of regional municipal solid waste plans. Regional solid waste plans must conform with the state plans and are adopted by TCEQ rule (www.capco.state.tx.us/?articleid=12).

**Local Government and Water Purveyors**

Counties and municipalities typically carry out public health programs such as disposal of municipal solid waste; production, distribution, and protection of public drinking water supplies; and treatment and discharge of municipal wastewater. The Local Government Code, §§212.0101 and 232.0032 provide groundwater availability certification authority to all municipal and county platting authorities in the state. Under this statute, a municipal platting authority or county commissioners court may require a person submitting a plat for the subdivision of a tract of land for which the intended source of water supply is groundwater under that land to demonstrate adequate groundwater is available for the proposed subdivision. If groundwater availability certification is required by the local platting authority under the Local Government Code, the plat applicant must evaluate groundwater resources and prepare the availability certification pursuant to TCEQ rules. The rules in Title 30, Texas Administrative Code, Chapter 230 establish the appropriate form and content of a groundwater availability certification.

Local water suppliers are also important water management entities and can include municipalities, water supply corporations, water supply districts, and water conservation and irrigation districts. A TCEQ issued certificate of convenience and necessity (CCN) defines a water purveyor's service area. The purveyor's system might not extend to the limits of this service area, but other utility service providers generally may not encroach upon the service area. If anyone in this area applies for service, the supplier generally must serve them. Water purveyors may use one or more systems to serve their area. An affected county, investor-owned utility, or water supply corporation must obtain a CCN, but a city, district, or other county does not need one. TCEQ rules regarding CCNs are in Title 30 Texas Administrative Code, Chapter 291. A January 2005 query of the TCEQ water utilities database indicates there are 105 active public water supply systems using groundwater sources in the three-county study area: 24 in northern Travis County, 34 in Williamson County, and 47 in Burnet County.

The purpose of the City of Austin (COA) Water Utility (CCN #11322) is to provide effective management of water resources for the community in order to protect the public health and environment. The mission of the COA is to optimize the use of available water resources, provide a safe and reliable supply of water for community purposes and public safety, and provide quality wastewater collection and treatment services. The COA also has a mission to practice cost efficiency, continuous improvement, environmental responsibility, and customer service. The COA service area covers most of the central part of Travis County in the study area (City of Austin, 2004).

The service areas for the Manville Water Supply Corporation (WSC; CNN #11144) and the Aqua WSC (CNN #10294) cover most of rural eastern Travis County in the study area. The Manville WSC generally extends from the Colorado River east of Farm to Market (FM) FM 973, around the City of Manor and to the City of Pflugerville in Travis County, and to the cities of Round Rock, Hutto, and Taylor in Williamson County. The Aqua WCS in the study area covers an area in the northeastern extreme of Travis County. In the eastern parts of the county, other significant service areas have been issued for the City of Manor (CCN #10947), the City of Pflugerville (CNN #11303), and the Windemere Utility Company, Inc. (CCN #12064).

Scattered parts of northwestern Travis County, north of the Colorado River and west of the COA, are covered by the service areas for the cities of Cedar Park (CCN #10160) and Leander (CCN #10302), the Jonestown WSC (CCN #11115), the Lago Vista Water System (CCN 312813), the Lohman's Ford Water Company (CCN #11894), the Aquasource Utility, Inc. (CCN #11157), the Travis County Water Control and Improvement District (WCID) No. 17 (CCN #11670), and other small service areas.

North of Austin in Williamson County, the cities of Cedar Park, Leander, Georgetown (CCN #12369), and Round Rock (CCN #11047), and the Brushy Creek Municipal Utility District (MUD; CCN #11773) have water service areas that cover most of the Interstate HW 35 (I-35) corridor and the area generally west of I-35 and south of State HW 29. Other smaller service areas in this area have also been issued to the Liberty Hill WSC (CCN #10324), the Durham Park WSC (CCN #10432), and the Anderson Mill MUD (CCN #10301). The area of Williamson County generally north of State HW 29 and the City of Georgetown, and west of I-35, is within the service area of the Chisholm Trail Special Utility District (SUD; CCN #11590). The Chisholm Trail SUD service area also extends into a small part of northeastern Burnet County and into Bell County.

In the eastern part of Williamson County, water service areas have also been issued for the cities of Bartlett (CCN #11232), Granger (CCN #11060), Hutto (CCN #10321), and Taylor (CCN #10319). From the area generally around the City of Hutto and north of U.S. HW 79 to the Williamson–Bell County line, and generally between I-35 and State HW 95, service areas have been issued for the Jonah Water SUD (CCN #10970) and the Jarrell-Schwertner WSC (CCN #10002). East of State HW 95, the area generally north of Lake Granger is in the service area for the Bell Milam Falls WSC (CCN #10051), the area

generally southeast of Lake Granger and north of U.S. HW 79 is in the service area for the Southwest Milam WSC (CCN #10027), and the area generally south of U.S. HW 79 is in the Noack WSC (CCN #12359).

The vast majority of Burnet County is not within a TCEQ certificated service area. Burnet County only has certificated service areas for the cities of Bertram (CCN #10442), Burnet (CCN #20158), and Marble Falls (CCN #11137); multiple developed areas along the Colorado River for such entities as the Kingsland WSC (CCN #12217), the Highland Utilities, Inc. (CCN #12334), and the LCRA (CCN #11670); the Kempner WSC (CCN #10456) in the northeastern portion of the county generally north of U.S. HW 183 and FM HW 963; and, the Chisholm Trail SUD in the extreme eastern corner of the county northeast of U.S. HW 183 and south of FM HW 2657.

All wholesale and retail water suppliers are required to prepare and adopt drought contingency plans under TCEQ rules (Title 30, Texas Administrative Code, Chapter 288). These plans are to be implemented during times of water shortage or drought and usually address a variety of measures to reduce peak demands and to extend water supplies. Each drought contingency plan for a retail water utility should include: specific and quantified targets for water use reductions, drought response stages and triggers to begin and end each stage, supply and demand management measures, descriptions of drought indicators, notification and enforcement procedures and procedures for granting exceptions, public input to the plan and ongoing public education, and adoption of plan and coordination with regional water planning groups.

The TCEQ rules require adopted drought contingency plans to be submitted to the TCEQ no later than May 1, 2005. Thereafter, the next revision of the drought contingency plans for retail public water suppliers serving 3,300 or more connections, wholesale public water suppliers, and irrigation districts must be submitted no later than May 1, 2009, and every five years thereafter to coincide with the regional water planning group process. For all retail public water suppliers serving less than 3,300 connections, the drought contingency plans must be prepared and adopted no later than May 1, 2005, and must be available for inspection upon request. Privately-owned water suppliers, called investor-owned utilities (IOUs), are required to complete a drought contingency plan and amend the plan into their tariff. IOUs must submit a letter requesting a tariff amendment with the drought contingency plan to the TCEQ by May 1, 2005.

A January 2005 query of the TCEQ water utilities database indicates there are presently 238 active and operational public water supply (PWS) wells in the study area. Of these, 68 are in northern Travis County, 76 are in Burnet County, and 94 are in Williamson County. In northern Travis County, the Manville WSC presently has 15 operating PWS wells. The Windemere Utility Company, Inc. and the Sandy Creek Ranches are supplied by Aquasource Utilities, Inc., each having seven operating wells. Thirteen of the PWS wells in Burnet County are for supplies to different summer camps. The LCRA presently has nine operating wells supplying water to several developments in Burnet County. In Williamson County, the Jonah SUD has nine operating PWS wells, the City of Georgetown has seven operating PWS wells, and the City of Round Rock and the Jarrell-Schwertner WSC each have six operating PWS wells. Figure 13 shows most of the major water purveyor service areas and PWS well locations in the study area.

TCEQ CCN and public drinking water rules require adequate storage, conveyance and treatment facilities for customer-supplied drinking water. These rules do not address the availability of groundwater locally or regionally for use by water suppliers. The rules do not empower water utilities to regulate or manage groundwater withdrawals. Municipal and county groundwater availability land platting authority under the Local Government Code can be an effective groundwater management tool and can address certain wells outside of a groundwater conservation district's management jurisdiction. However, this

management tool is limited because it only addresses site-specific cases of land subdivision and does not allow for aquifer-wide or regional considerations.

**Summary**

The TCEQ implements a water quality protection program for the recharge, transition, and contributing zones of the Edwards aquifer in Travis and Williamson counties. If desired by developers, this program works in conjunction with the USFWS requirements to protect federally listed threatened or endangered species. The LCRA, the BRA, the COA, and Williamson County also administer natural resource conservation programs such as the Balcones Canyonlands Preserve and setting aside recreational lands for parks and endangered species preserves.

Most of the major water purveyors in the area, including the cities, the LCRA and the BRA, are active participants in regional water planning processes. The water purveyors use both surface water and groundwater to serve customers and they are required to adopt and implement drought contingency plans. Nearly all of northern Travis and Williamson counties, and the municipal areas and developed areas along the Colorado River in Burnet County are within certificated water purveyor service areas. Through conservation programs and efforts to meet new demands with surface water sources, these entities can largely maintain their present groundwater systems. However, these types of entities do not have authority to control large-scale groundwater pumpage for private purposes that could potentially impact a shared groundwater supply.

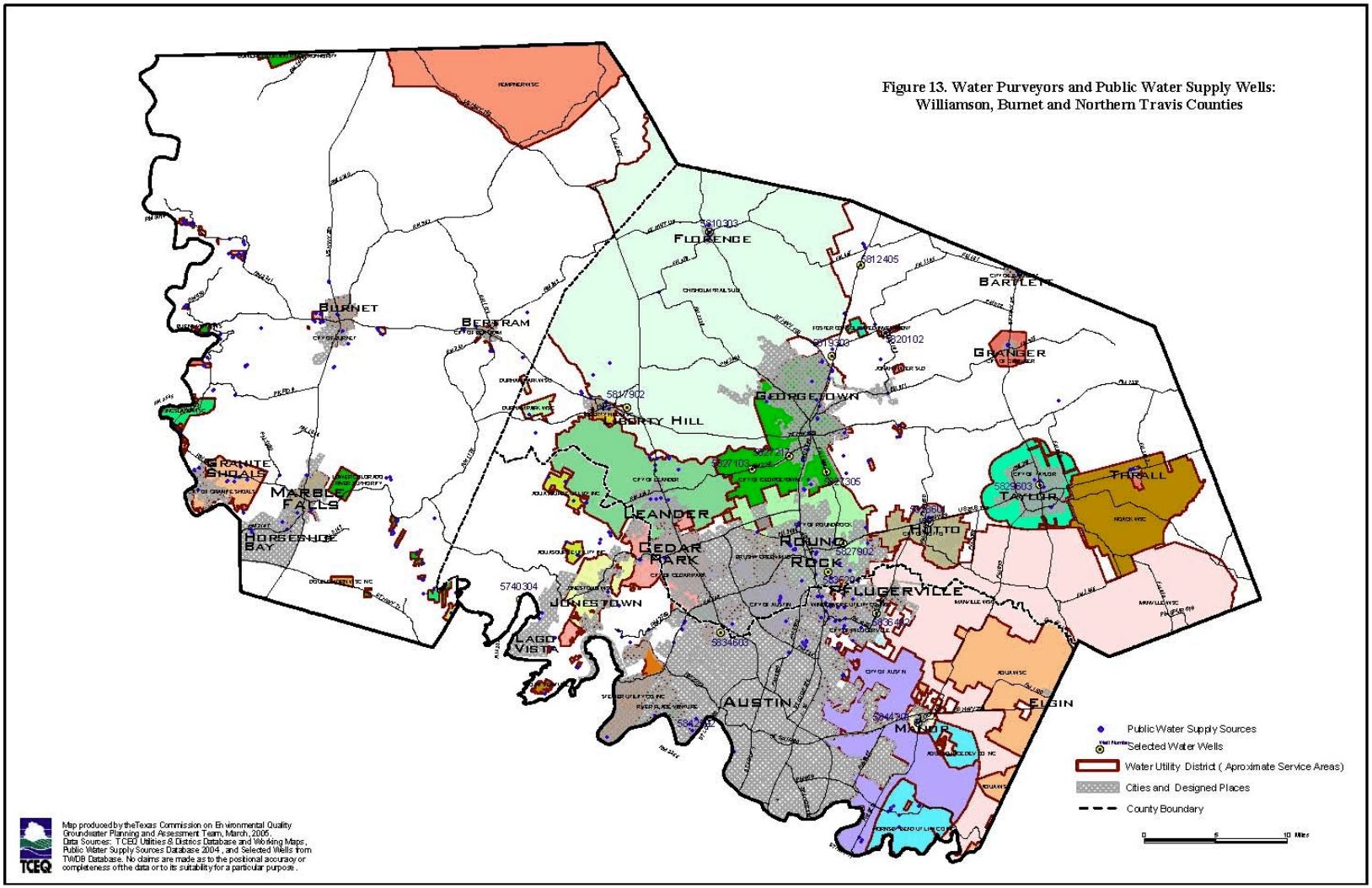


Figure 13. Water Purveyors and Public Water Supply Wells in Williamson, Burnet and Northern Travis Counties

## ADMINISTRATIVE FEASIBILITY OF GROUNDWATER MANAGEMENT ★★★

The feasibility of managing groundwater resources within the study area is presented within this section, and groundwater management approaches that can be utilized by groundwater conservation districts are evaluated. Area-specific groundwater management strategies, economic and financial considerations, and available district-creation options are discussed below. At present, there is one groundwater conservation district in the three-county study area.

### Groundwater Management Approaches

Various mechanisms are available for protecting groundwater resources in an area. They range from imposing restrictions on groundwater withdrawals to developing alternate supplies, to conjunctively using both surface water and groundwater. The study area water suppliers are actively implementing the latter two measures.

Local or regional groundwater conservation districts (GCDs) are the state's preferred method of managing groundwater resources, and are the only entities in Texas explicitly granted the power to regulate groundwater withdrawals. These districts are charged with managing groundwater by conserving, preserving, protecting, recharging, and preventing wastage of the groundwater resources within their jurisdiction. The GCD approaches or techniques for managing groundwater include:

- water resource planning;
- groundwater resource assessment and research;
- monitoring of water levels, water quality and land subsidence;
- well inventory, registration, permitting and closure;
- limiting withdrawals and well interference through well spacing or setback requirements;
- well pumpage or use limitations; and
- use of engineered structures or injection wells to enhance natural recharge or artificially recharge groundwater aquifers.

Through groundwater monitoring (both quantity and quality) and assessment functions, a GCD can quantify groundwater resources, study and investigate aquifer characteristics, and identify groundwater problems that need to be addressed. Planning functions outline appropriate management objectives and goals for the district to preserve and protect groundwater resources and GCD rules are adopted to achieve the management planning objectives and goals. Texas Water Code, Chapter 36 outlines the general contents of a GCD's locally developed and adopted management plan and requires coordination to develop the plan with surface water entities on a regional basis. Chapter 36 also requires that a groundwater district's management plan must be submitted to and considered by a regional water planning group in development of the region's water plan.

Groundwater conservation districts are required to establish a water well permitting and registration program, and through this program can quantify aquifer impacts from pumpage. They may also adopt rules and permit requirements to regulate the export of groundwater out of the district. An efficient water well inventory, permitting, and registration program allows a GCD to establish an overall understanding of groundwater use and production within the district. Permits must be obtained from the district to drill, equip or complete wells, or to substantially alter the size of wells or well pumps. However, certain types of water wells are exempted from GCD permitting. These exempted wells generally include wells incapable of producing 25,000 gallons per day on tracts of land larger than 10 acres and wells supplying water for exploration, production, and other activities permitted by the Railroad Commission of Texas. Wells exempted from regulation by a district must, however, be completed and maintained in accordance

with the district's rules regarding prevention of waste and pollution of the groundwater, and must be registered with the district before being installed.

Groundwater conservation districts may also adopt rules to regulate the spacing and production of water wells. Spacing regulations are generally adopted by a district to minimize drawdown of water levels (both water table and artesian pressure), control subsidence, prevent waste, and prevent interference from other nearby wells. Spacing and production regulations are commonly based on minimum distances from other wells or property lines, a maximum number of wells in a specified area of land (e.g., ¼-section, ½-section, or full-section), or a maximum allowable production per a given unit of land (e.g., 5 gallons per minute per acre or 1 acre-foot of production per year per acre of land).

Groundwater conservation district management activities can include protecting water quality by regulating water well construction, ensuring proper well closure, and actively identifying and closing abandoned wells. Districts also administer activities such as weather modification or recharge enhancement projects to enhance natural recharge and increase groundwater supplies. Other important GCD management programs include water conservation and public education efforts and providing conservation assistance through loan and grant programs.

Other types of regional or local entities do not have the statutory authority to regulate groundwater production, but can indirectly limit groundwater withdrawals by implementing and enforcing water conservation programs and developing alternative supplies. Public water suppliers are required to prepare drought contingency plans and to implement the plans during times of water shortages and drought. These drought contingency plans generally call for mandatory water conservation and address options for alternate supplies during times of shortage.

The Region K Water Plan supports the creation of local groundwater conservation districts and notes such districts are the state's preferred approach to groundwater management. The Region K Planning Group has adopted a resolution regarding the creation of groundwater districts which addresses groundwater management by GCDs and states "....the Lower Colorado Regional Water Planning Group resolves to recommend the creation of Groundwater Conservation Districts as soon as possible giving considerations to developing multi-county districts, or single-county districts with shared management and costs, and with consideration to adjacent hydrological impacts, consistent with local control and local political considerations in order that they may provide for the conservation, preservation, protection, recharging, and prevention of waste of groundwater and to prevent and control subsidence in their areas of the state consistent with the objectives of Section 59, Article XVI, Texas Constitution, or single-county districts with shared management and with consideration to adjacent hydrological impacts."

The regional water plans are required to consider current water availability and use, existing water supply plans, and drought contingency plans during the development of their regional water plans. The regional water planning groups are charged to include potentially feasible water management strategies, including groundwater strategies, within their regional water plans. The regional water planning groups are also designed to involve the stakeholders and the public in water issues both at a local and regional level. Such participation should improve the development of management, conservation, and reclamation practices for those lives and livelihoods that depend on protection of their common water resources.

**Identified Groundwater Management Strategies**

The water supply problems identified in the study area include lack of drought-reliable groundwater supplies for both short-term drought and long-term economic development, lack of firm supplies for municipal and mining use, localized water-level declines in Edwards aquifer wells due to low area-wide

storage and in Trinity aquifer wells due to low permeability, potential groundwater impacts from new mining or industrial well development, and mining of groundwater from aquifer storage to meet future demands. Opportunities for the study area include continued participation in regional water planning and cooperation with local water supply, conservation and education entities. The following management strategies are recommended for the area to address identified problems and issues:

- quantify groundwater availability and quality, understand aquifer characteristics, and identify groundwater problems that should be addressed (both quantity and quality) through aquifer- and area-specific research, monitoring, data collection, and assessment programs;
- quantify aquifer impacts from pumpage and establish an overall understanding of groundwater use through a comprehensive water well inventory, registration, and permitting program;
- establish programs that encourage conservation of fresh groundwater and the use of poorer-quality groundwater when feasible and practicable and facilitate such transitions;
- evaluate and understand aquifers sufficiently to establish spacing regulations to minimize drawdown of water levels and to prevent interference from neighboring wells;
- establish educational programs, for school children and for the general public, to increase awareness of the limited water resources and actions that can be taken to conserve the resources;
- protect water quality by requiring water well construction to be protective of fresh-water zones and by administering a program to locate and plug abandoned water wells; and,
- actively participate in the regional water planning process, groundwater availability model refinements, and regional groundwater management and protection programs with other central Texas groundwater conservation districts and existing water supply entities.

The study area could benefit from GCD monitoring, assessment, planning, and permitting programs as well as water well spacing and well closure programs for the Edwards and Trinity aquifers. Well and well test data is the best data that can be used to understand subsurface geology and hydrology, and the collection and understanding of this type of information is a core GCD responsibility. After existing wells have been located, inventoried, registered, and permitted as necessary, a GCD program to limit the proximity of new wells to existing wells would provide protection to permitted public water supply and industrial wells, and to registered domestic wells. This fundamental GCD function can provide a safeguard from well interference from new groundwater users. A study area GCD could also work closely and provide expertise to municipal and county platting authorities regarding potential groundwater issues associated with rural or suburban subdivision developments. The protection of groundwater quality is also of great importance since the aquifers in the study area are vulnerable to human-induced contamination, especially the Edwards aquifer. An active GCD abandoned-well plugging program to locate and seal such wells would help protect groundwater quality. Lastly, a GCD management program geared toward sustainability would potentially enhance both groundwater quantity and quality and maintain spring flows and riparian habitats within and proximal to the study area.

**Economic Consideration and Impacts**

Obtaining alternative sources of water for an area is often cost prohibitive because either new or additional surface water rights must be acquired or infrastructure constructed to deliver surface water or groundwater from outside sources. The economic impacts of managing groundwater resources through a groundwater conservation district are both positive and negative. For example, managing an area's

groundwater resources can increase the value of land in the area by extending the economic life of the aquifer(s), limiting the possible encroachment of salt-water, and reducing other water quality impacts. One of the greatest benefits a GCD can take is a proactive approach through its assessment and monitoring, planning, permitting, and other conservation programs to equitably extend groundwater supplies for future use and economic development. GCDs also benefit the area by developing and implementing regulations for adequate well spacing, water well construction, pollution prevention through the plugging of abandoned wells, and also by providing public education outreach programs.

While a district may provide many benefits to those living within its boundaries, there is a cost for the groundwater management programs and activities that are provided. To finance its operations, a GCD must generate revenue which is generally done either through property taxes collected from all residents within the district or from well production fees collected from major water users. Collection of taxes to operate a district places an additional financial burden on all property owners within the district, and the collection of well production fees adds a financial burden to the users of water with permitted wells. The scale of cost for residents is dependent upon many factors including the size and total tax base of the district or the quantity of water that is subject to production fees, and the scale and scope of the programs undertaken by the district. Additionally, because a GCD is a political subdivision, it is an additional layer of local government that may not be welcomed by all residents.

**Financing Groundwater Management Activities**

Groundwater conservation districts are required to operate from an annual budget with spending limited to budgeted items. Present budgets for existing, operational GCDs range from slightly over $100,000 for some single-county districts with limited permitting and monitoring programs to over several million dollars for special-law type, multi-county districts with specific statutory responsibilities and mandates such as restricting production to protect spring-flow or to cease subsidence cause by groundwater withdrawal. Present budgets for GCDs that include three- to four-counties range from about $150,000 to about $425,000 (TCEQ personnel communication, August 27, 2003).

Under Texas Water Code, Chapter 36, a GCD may levy an ad valorem tax at a rate not to exceed 50 cents per $100 assessed valuation to pay for maintenance and operating expenses. In fact, most GCDs have lower ad valorem tax caps established either by their enabling legislation or by voters. After a tax cap has been approved by the voters, a GCD may not exceed the cap unless the voters subsequently authorize the GCD to do so at election. Most existing groundwater conservation districts currently have tax rates ranging from $0.004 to $0.0775 per $100 assessed valuation (or, $4.00 to $77.50 annual tax paid on property valued at $100,000) (TAGD, 2003). Single-county districts generally tend to have higher tax rates than multi-county districts which typically have tax rates averaging around $0.01 per $100 assessed valuation. One partial-county GCD with a small tax base presently has a tax rate of $0.231 per $100 (TCEQ personal communication, January 27, 2005). This is most likely the highest GCD tax rate in the state. (TCEQ personal communication, Hudspeth County UWCD No. 1)

The total appraised value for county taxation in each of the three counties in the study area is as follows: Williamson–$19,824,347,055, Burnet–$2,333,002,487, and northern Travis–$33,891,302,190 (Texas Association of Counties, 2003). For the three-county study area, the total appraised value is approximately $56,048,651,732. If a GCD was created that covered all three counties, a tax rate of $0.0005 per $100 (or fifty cents annual tax on $100,000 of property) would annually generate around $280,243, and a tax rate of $0.001 per $100 (or one dollar on $100,000 of property) would annually generate about $560,486.

Groundwater conservation districts may also generate revenue through the assessment and collection of well production fees on permitted wells. Unless otherwise addressed by a district's enabling legislation,

the production fees are capped by state law at $1 per acre-foot/year for agricultural use, and $10 per acre-foot/year for other uses. Based on year 2000 supply data provided in Appendix 2, and assuming that county-other, livestock, and mining uses would be exempt from potential regulation and fees, about 5,262 acre-feet of water was produced for irrigation and about 12,447 acre-feet of water was produced for other purposes (municipal, manufacturing, steam electric) in the three-county study area. Making the same assumption that a GCD was created that included all three counties, and utilizing the maximum statutory well production fee rates ($1 per acre-foot/year for agricultural use and $10 per acre-foot/year for other uses), it is estimated that about $129,732 of revenue could be generated through this method of financing district operation and maintenance.

To a lesser extent, GCDs may also generate revenue by assessing fees for administrative services such as processing permit or groundwater transport applications, performing water quality analysis, providing services outside of the district, and capping or plugging abandoned wells. These fees must not unreasonably exceed the cost of providing these services. GCDs can also impose export fees (see below) and apply for and receive grants, loans and donations from governmental agencies, individuals, companies or corporations for specific conservation projects or research.

In addition, GCDs can issue and sell tax bonds for capital improvements such as building dams, draining lakes and depressions, installing pumps and equipment, and providing facilities for the recharge of aquifers. Such tax bonds are subject to voter authorization, TCEQ review, and the State Attorney General's approval. The taxing rate is not capped for the repayment of bond indebtedness.

GCDs may impose an export fee on water transferred out of the district. Unless specified in the legislation creating the district, the export fee is based on the district's existing tax or production fee rates or is negotiated with the transporter. GCDs are allowed to charge a 50 percent export surcharge in addition to the production fee charged for in-district use.

Conversely, a few groundwater conservation districts have been created without the authority to impose ad valorem taxes or water use fees. These districts have generally been funded by county government and are limited, by the amount of funding received, in the scope of programs they can implement.

**Management Options**

Water management and management planning can be considered at various scales of oversight and authority. On a state-wide scale, no federal or state entity has authority to regulate groundwater withdrawal or use. However, state-level water planning responsibilities and groundwater conservation district management plan oversight responsibilities are well defined, as previously discussed. Assessment and planning by the regional water planning groups can identify groundwater problem areas and appropriate management options for use by regional and local entities, but these planning entities are not authorized to manage and regulate groundwater resources or implement water conservation programs. County and municipal authorities can require plat applicants to evaluate and demonstrate that site-specific groundwater resources are available and sufficient for new subdivisions, and cities, utilities, and water suppliers can implement programs to discourage groundwater waste and seek alternative supplies. However, none of these local entities are directly authorized to manage groundwater pumpage.

Several groundwater management options are available for the study area. In one scenario, local leadership, landowners, and citizens can opt not to take any action. If an area does not have any demonstrated or anticipated groundwater problems or issues, this may be an appropriate choice. If this is not the case, however, this choice would not offer any resource protection to landowners and would allow existing or anticipated groundwater problems to persist or worsen.

A groundwater conservation district created within the study area would have the necessary authority to address groundwater issues and accomplish groundwater management objectives identified in the preceding text. Such a district would have the best available regulatory authority to manage and protect groundwater resources in the area. A GCD could benefit the study area by implementing groundwater management strategies as authorized under Texas Water Code, Chapter 36. The study area could benefit from monitoring, assessment, planning, and permitting programs to protect existing public and private water wells. A GCD could also benefit the area by implementing programs to prevent long-term water level drawdowns and well interference, to actively identify and plug abandoned wells that serve as a conduit to contaminate groundwater supplies, to construct and maintain aquifer recharge enhancement features, and to maintain spring discharges for the protection of natural resources.

If groundwater management is desired, the local leadership and concerned citizens must consider several methods for the creation of a groundwater conservation district. Most GCDs are created by special Acts of the Texas Legislature. In other general law procedures, statute allows landowners to petition the TCEQ for the creation of a GCD, or allows landowners to petition another district to have property be added into that district. Lastly, if an area is designated as a PGMA, landowners are provided a two-year period to accomplish one of the above district creation actions. If they do not, TCEQ is required to create a GCD or recommend the area be added to an existing GCD. (Methods of, and procedures for GCD creation are discussed in significant detail in TCE, 2002a and 2002b.)

District size must also be considered. Historically, single-county groundwater conservation districts have been the predominant choice of Texas citizens. However, multi-county GCDs covering larger portions of aquifers have increased in popularity over the past half-dozen years. Such districts can exercise consistent regulation and effective conservation and management planning on a larger or even aquifer-wide scale. Generally, multiple single-county GCDs or a few multi-county GCDs are created within the same groundwater management area and each district operates under its own rules and regulations to manage the groundwater resource. However, because these GCDs share common groundwater resources, it is imperative that their efforts to manage the resource be coordinated. Regional GCD alliances to facilitate like management goals have been established over some of the major aquifers, and the state laws requiring such joint planning have recently been strengthened.

Under Texas Water Code, §36.108, the presiding officer or the presiding officer's designee of each district located in whole or in part in a groundwater management area must meet at least annually to conduct joint planning with the other districts in the management area and to review the management plans and accomplishments for the management area. The districts are required to consider the goals and effectiveness of each management plan and each management plan's impact on planning throughout the management area. After 2010 the state law requires these districts to consider the degree to which each management plan achieves the desired future conditions established during the joint planning process. Through these cooperative efforts, local GCDs can effectively provide coordinated regional management of a shared groundwater resource. The three-county study area, and other counties to the north of the study area are included in Groundwater Management Area 8 for the northern segment of Edwards aquifer and Trinity aquifer as designated by the TWDB in November 2002 (Figure 14).

The following text describing different scenarios for the creation of GCDs in the study area was prepared before the June 17, 2005 creation, and the September 24, 2005 confirmation election for the Central Texas Groundwater Conservation District in Burnet County. The full discussion has generally been retained to illustrate all of the GCD creation options for the three-county study area.

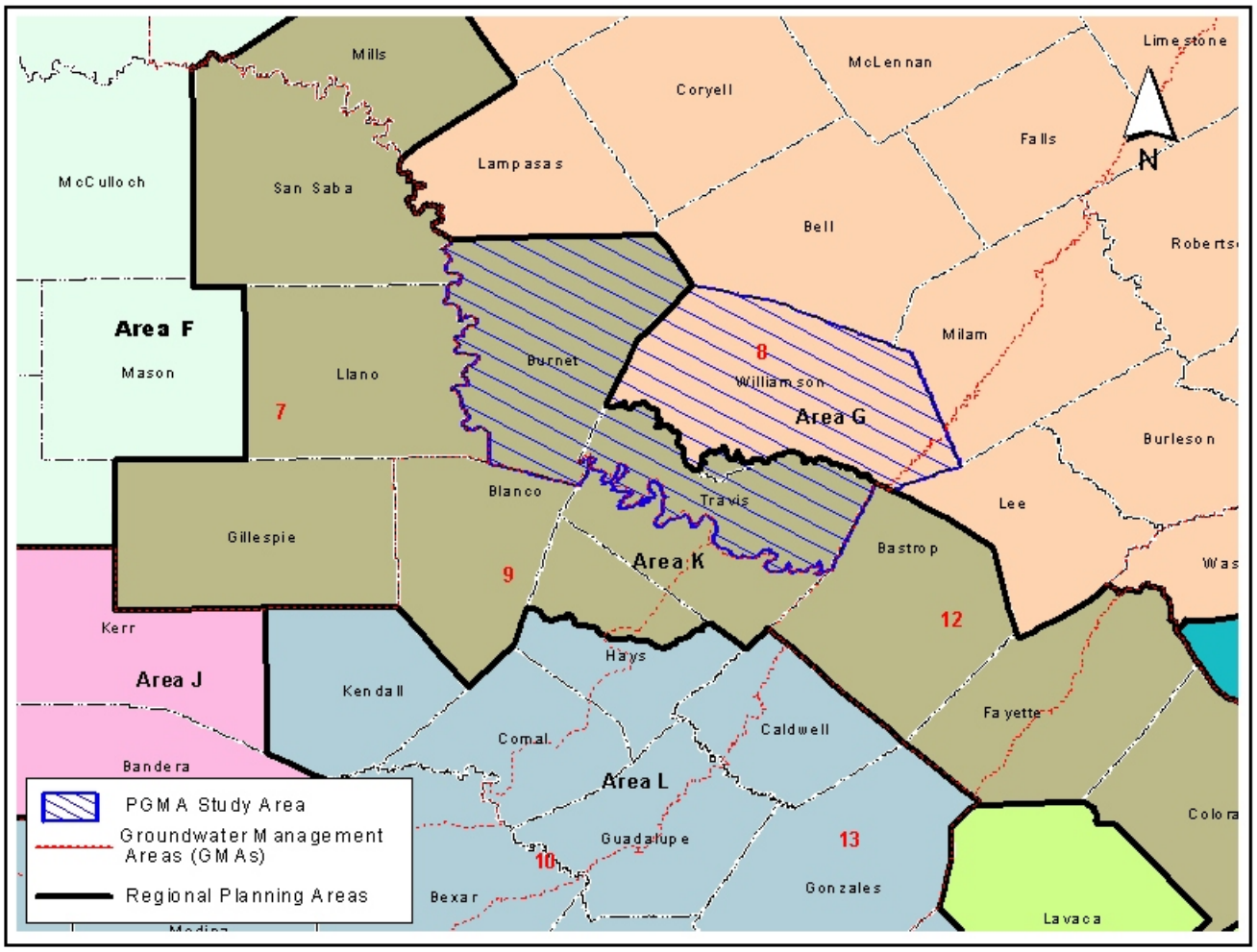


Figure 14. Map Showing Groundwater Management Area and Regional Water Planning Group Boundaries.

Multi-County Groundwater Conservation District

Besides considering the different groundwater conservation district creation methods, citizens must also consider several different GCD creation options and the implications for each. The most reasonable option would be a multi-county GCD consisting of all three counties in the study area. Because of the broader tax base that this option provides, sufficient revenue could be generated to finance district operation and maintenance at an extremely low tax rate. As discussed above, a tax rate of $0.0005 per $100 (or fifty cents annual tax on $100,000 of property) would annually generate around $280,243, and a tax rate of $0.001 per $100 (or one dollar on $100,000 of property) would annually generate about $560,486. These revenue estimates are in line with existing GCDs of the same size and would be practical to finance groundwater management activity through a GCD for the study area. An even lower tax rate may be practicable to finance the initial operations of a new GCD.

Alternatively, a three-county GCD could finance operations and maintenance through the assessment of well production fees and it is estimated (see above) that about $129,732 could be generated annually at the maximum fee rates authorized by Texas Water Code, Chapter 36. Although Chapter 36 authorizes GCDs to generate revenue through the levy of taxes and the assessment of well production fees, TCEQ is unaware of any districts that do both simultaneously. Frequently, the authority for special-law created GCDs requires the generation of revenue through either taxes or fees, but not both. It is doubtful any of the study area counties would be able to finance meaningful single-county district operations through well production fees alone.

Furthermore, since the three-county GCD creation option would include the greatest areal extent of the Edwards and Trinity aquifers, a single GCD management program would also represent the most optimal groundwater management option.

Single-County Groundwater Conservation Districts

Citizens could also consider a combination of single- and bi-county district configurations. The occurrence and condition of aquifers, predominate groundwater and land use types, demographics and population densities, and the public will are usually the defining factors for the consideration of these GCD creation options. TCEQ staff estimate a minimum of about $150,000 in revenue must be generated annually to operate a single-county district and fund meaningful groundwater management programs. All of the counties within the study area are capable of generating sufficient revenue to operate a GCD alone through an ad valorem tax of less than $0.01 per $100 valuation.

Williamson and northern Travis counties would require tax rates of about $0.0008 and $0.0004 per $100 valuation (or, 80 cents and 40 cents per $100,000 valuation), respectively, to generate around $150,000. These tax rates would represent a minimum economic impact on property owners; they are very low compare to tax rates levied by existing GCDs.

A bi-county district of Williamson and northern Travis counties would encompass the remaining part of the northern segment of the Edwards aquifer not presently within the jurisdiction of a GCD. These two counties are also much more urbanized and developed than Burnet County, and have similar aquifer use types and demands. A district composed of these two counties could easily generate more that $250,000 annually with a tax rate of $0.0005 per $100 valuation (50 cents per $100,000 valuation).

Having two or three GCDs would require a like number of individual groundwater management programs. These options provide for the most local control because each director represents a smaller area. However, these options would also require that largely duplicative administrative and management programs be implemented. For example, each GCD would be required to:

- establish and maintain an office;
- establish procedures to address open meetings and open records and records retention;
- annually address financial budgeting and auditing requirements;
- develop and adopt a management plan;
- develop and adopt administrative, well permitting and other regulatory rules; and,
- meet and uphold other statutory requirement relating to policies and district operation.

The creation of single-county districts in the study area is feasible. Nevertheless, citizens should understand that better economic and administrative options do exist. The only apparent trade-off would be the conception that the most-localized form of groundwater management was being forfeited if something other than single-county GCDs were created. However, the creation of GCDs by special law, and Texas Water Code, Chapter 36, allow sufficient flexibility to assure that the number and representation by district directors alleviate this misconception. Under either method, district directors must be accountable to, and responsive to the electorate.

Addition to Existing Groundwater Conservation District

Alternatively, the study area could opt to join an existing groundwater conservation district through the petition and addition procedures outlined in Texas Water Code, Chapter 36, Subchapter J. Under such circumstances, and assuming that a petition to add territory is accepted by the receiving district, landowners in the study area would agree to assume the financial obligations of the district they would join and be provided equitable representation on the receiving district's board of directors. The advantage of joining an existing district include accessibility to the district's established regulations, programs, and infrastructure, and an increased tax base which may be less burdensome on the taxpayers in the study area. All or parts of the study area, down to individually owned tracts of land, could be added to adjacent districts.

Presently, the most feasible GCD (Figure 15) that landowners in the study area could join is the Clearwater Underground Water Conservation District (UWCD). The Clearwater UWCD was created in Bell County in 1989 by HB 3172 (Chapter 524, Acts of the 71st Legislature, Regular Session, 1989). The district was confirmed by election on August 21, 1999 by a vote of 2,272 for; 1,206 against. The voters also approved an operation and maintenance tax to be levied at a rate not to exceed $0.01 per $100 of assessed valuation. The district is currently levying a tax of $0.0059 per $100 and contracts with the Central Texas Council of Governments for administrative services. The district’s initial management program is geared toward controlling groundwater production to protect Salado Springs.

Landowners could also consider joining the Saratoga UWCD in Lampasas County. The Saratoga UWCD was created by Chapter 519, Acts of the 71st Legislature, Regular Session, 1989 (H.B. No. 3122) and confirmed by Lampasas County voters on November 7, 1989. The Saratoga UWCD does not levy ad valorem taxes and is primarily funded by appropriations from the Commissioners Court of Lampasas County. The other GCDs adjacent to the study area, the Post Oak Savannah GCD in Milam and Burleson counties and the Lost Pines GCD in Bastrop and Lee counties, manage the Carrizo-Wilcox aquifer and are predominantly outside of Groundwater Management Area 8.

If any of these GCDs were agreeable to an inclusion-petition from landowners in the study area, the resulting larger GCD would benefit from a larger tax base, would include a larger areal extent of the aquifers, and would be able to develop a more uniform management program for the aquifers. However, the special law for the Clearwater UWCD and the Saratoga UWCD would need to be amended to allow flexibility for board member representation. Primarily because of the aquifer and groundwater management differences for Williamson and northern Travis counties, it would be less practicable to

attempt to add the study area to the Saratoga UWCD. For these two counties, it would be more practical to join the Clearwater UWCD as they share the same aquifers.

Under any of the groundwater conservation district creation scenarios outlined above, it will be imperative for a district to understand the water supply options and strategies that have been identified in the Brazos G and Lower Colorado Regional Water Plans and the groundwater data that is built into the State Water Plan (TWDB, 2002) and the TWDB groundwater availability models. This data and these water supply strategies will serve as guides for water planning in the study area, and in the region for the next 50 years. Further, a district should also intimately understand and recognize the drought contingency plans of the wholesale and retail water suppliers in the area and the water demands of areas that are proposed for platting. Through monitoring programs, assessment, research, and cooperation, a district in the study area should be able to institute successful groundwater management programs for the Edwards and Trinity and other aquifers and provide better information and input about the groundwater resources for consideration in future updates to the regional and state water plans.

**Stakeholder GCD Creation Issues and Concerns**

In response to the study notice mailed in July 2004, most study area water stakeholders have clearly related preferences regarding the creation of groundwater conservation districts. The Burnet Water Council (BWC) submitted comments on behalf of the interests of Burnet County. The BWC reported they have provided over 1,500 signatures to the Honorable Troy Fraser, Texas Senate, petitioning for the creation of the Burnet County Groundwater Conservation District during the 79th Legislature, Regular Session, 2005. The BWC also provided copies of resolutions and other documentation by the cities of Bertram, Marble Falls, and Burnet, and the Chamber of Commerce of Bertram supporting the creation of a Burnet County-only district. The BWC noted the the Edwards aquifer was not present in Burnet County, and the Paleozoic-aged aquifers (Marble Falls, Ellenburger-San Saba, and Hickory) are either not present or are not prominent groundwater resources for the other two counties in the study area. The BWC also rightly commented that broad support of the citizens is crucial for a groundwater conservation district, and notes that such support is presently be built and maintained in Burnet County. The BWC commented that Burnet County residents were strongly against the creation of a multi-county GCD for numerous reasons, and requested they be given the opportunity to proceed with their locally-initiated and supported district creation actions.

The Central Texas Groundwater Conservation District for Burnet County was created by Chapter 855, Acts of the 79th Legislature, Regular Session, 2005 (Senate Bill 967). Burnet County voters confirmed the District's creation on September 24, 2005 by a vote of 2,258 for; 214 against, and authorized the directors to levy an ad valorem tax at a rate not to exceed $0.02 per $100 valuation. Presently five temporary directors govern the district, one appointed from each commissioners precinct and one appointed to represent the county at-large. Two of the five director positions will be up for election in May 2006, and the other three director positions will be up for election in May 2008. Elected directors will serve staggered four-year terms. Chapter 855 authorizes the District with specific powers and duties and with those of Texas Water Code, Chapter 36. The District is prohibited from exercising the power of eminent domain.

The Honorable John Doerfler, Williamson County Judge, provided consolidated comments on behalf of the Commissioners Court of Williamson County and the Williamson County Water Visionary Committee composed of county residents, public and city officials, and various county water providers. He commented the Commissioners Court of Williamson County does not support the creation of a GCD in Williamson County and that it is apparent there is little public support in the county for such a district. Judge Doerfler provided copies of resolutions and other documentation by the Commissioners Court of Williamson County, the City of Georgetown, the City of Round Rock, the City of Taylor, the Chisholm

Trail SUD, the Brushy Creek MUD, and the Williamson County Water Vision Committee all opposing creation of a GCD in Williamson County. The Brushy Creek MUD in Williamson County commented that a GCD would be a solution looking for a problem to solve. They further commented that most of the major entities using groundwater have already determined what they believe to be their maximum sustainable pumpage and have shifted to surface water sources for the remainder of their needs.

The Clearwater UWCD did not comment directly on the GCD creation issue. However, they did comment that groundwater availability modeling data indicates the general direction of groundwater flow in the Edwards aquifer tends to be northward from Williamson County into Bell County. They noted concerns about the impact that increased groundwater use in Williamson County may have on Bell County. The Clearwater UWCD commented the effectiveness of their groundwater management measures may be lessened if surrounding areas are not likewise managing their groundwater. This is especially when they depend upon some of this water entering Bell County. They state unregulated pumping of the Edwards aquifer in Williamson County could have an impact on the availability of groundwater in Bell County. The Brazos River Authority, City of Austin, Lower Colorado River Authority, and Turner Collie & Braden Inc. did not provide direct comment regarding their positions or preferences about GCD creation. The Sierra Club noted their respect for the ongoing Burnet County efforts to create a district, but inferred they would favor a study-area wide GCD.

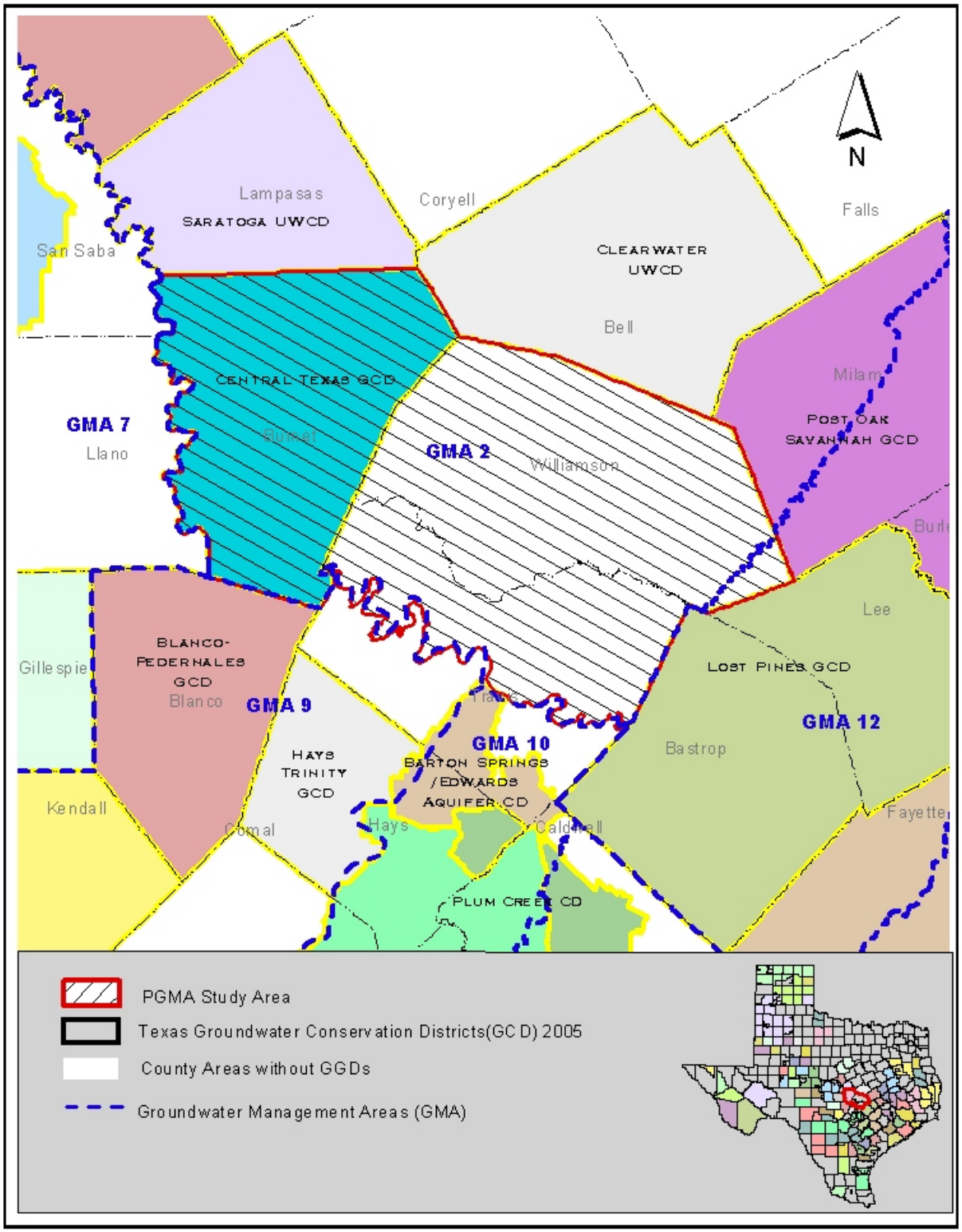


Fig 15. Map showing Groundwater Conservation Districts in Central Texas

## SUMMARY ★★★

Texas Water Code, Section 35.007, requires that a TCEQ Priority Groundwater Management Area (PGMA) report: 1) examine the reasons and supporting information for or against designating the study area as a PGMA; 2) recommend the delineation of boundaries if PGMA designation is proposed; 3) provide recommendations regarding groundwater conservation district creation in the study area; 4) recommend actions necessary to conserve natural resources within the study area; and 5) evaluate information or studies submitted by the study area stakeholders.

The Texas Water Code requires the report to identify present critical groundwater problems, or those expected to occur within a 25-year planning horizon. Critical water suplly problems which warrant PGMA designation include shortages of surface water or groundwater, land subsidence resulting from groundwater withdrawal, and contamination of groundwater supplies. This report evaluates the authorities and management practices of existing water management entities and purveyors within the study area and makes recommendations on appropriate strategies necessary to conserve and protect groundwater resources in the area.

TCEQ staff have considered data and information provided by the TWDB, TPWD, stakeholders in the study area, the Brazos G and Lower Colorado Regional Water Plans, and from independent research to support the following conclusions and recommendations regarding the Williamson, Burnet and Northern Travis Counties PGMA Study Area.

**Water Use and Supply**

The three-county study area gets water from the Colorado and Brazos River Basins and from groundwater sources. In 2000, 164,876 acft of water was used: surface water accounted for 83 percent (137,459 acft), and groundwater accounted for 17 percent (27,417 acft) of the water used in the study area. Increased use of surface water was observed in the study area over the last ten-year period to meet increasing demands and groundwater production levels have remained fairly constant. The Edwards and Trinity aquifers are the primary groundwater sources in Williamson and northern Travis counties, and the Ellenburger-San Saba, Hickory, Marble Falls, and Trinity Group aquifers are the primary groundwater sources for Burnet County. These minor aquifers are not found in Williamson and northern Travis counties. Groundwater from other geological units (undifferentiated aquifers) are also used in the study area. These groundwater sources are not specifically identified in the existing literature.

More water is used for municipal needs in the study area than any other purpose. In 2000, municipal use accounted for 141,667 acft (86 percent) of the total amount of water used, up from 107,254 acft in 1995, and up from 93,541 acft in 1990. Of the amount of water used for municipal purposes in 2000, 22,646 acft (16 percent) was supplied by groundwater sources and 119,021 acft (84 percent) was supplied from surface water sources. Sixty-three percent of the water used in 2000 for municipal purposes (89,554 acft) was used in Travis County north of the Colorado River. Williamson County used 15,496 acft (69 percent) of the groundwater used for municipal purposes in 2000 in the study area.

Manufacturing use accounted for 11,135 acft (seven percent) of the total water used in 2000. Eight percent of this water use was from groundwater. Mining use accounted for 4,344 acft (three percent) of the total water used in 2000. Out of this amount 53 percent was from groundwater sources. Water for power generation accounted for 4,273 acft of water use in Travis County in 2000, representing less than three percent of the total water use in the study area. Groundwater was used to supply 758 acft of water for irrigation purposes (less than one percent of total water use) and 2,313 acft of water for mining purposes (less than two percent of total water use) in 2000. Use of surface and groundwater sources for

the watering of livestock accounted for 2,577 acft of use (less than two percent) in 2000; consisting of 29 percent groundwater (751 acft) and 71 percent surface water (1,826 acft).

The total quantity of water available for supply in the study area was estimated to be about 345,209 acft in 2000, and this quantity is projected to decrease by eight percent between 2000 and 2030 mainly due to surface water contract expirations. The primary sources of surface water supply in the study area are from the Highland Lakes, Colorado River, and water supplied through the Brazos River Authority (BRA). In Burnet County, water from the Highland Lakes is mainly used for municipal supply, and is projected to decrease by 15 percent between 2000 and 2030. The Highland Lakes supply 53 percent of the water supply in Travis County and 10 percent of the water supply in Williamson County. Supply is projected to decrease in Travis County by 25 percent, and remain the same in Williamson County, between 2000 and 2030. In 2000, the Colorado River supplied 45 percent of the water supply in Travis County and is projected to increase by two percent through 2030. The BRA supplied most of the surface water in Williamson County, and accounted for 57 percent, or 39,936 acft, of the water supply in 2000. The BRA supplied water is projected to increase by five percent through 2030. These total surface water supplies are projected to decrease by nine percent between 2000 and 2030 in the study area.

**Groundwater Supply and Groundwater Quality Concerns**

In 2000, groundwater supply was estimated to be 36,609 acft of water in the study area. In the same year, groundwater supply was 56 percent, 5 percent and 14 percent of the total water supply in Burnet, Travis and Williamson counties, respectively. Water supply from the Edwards aquifer in Travis and Williamson counties is projected to remain the same through 2030, at 10,692 acft. In 2000, the Trinity Group aquifer supplied 4,051 acft of water in the study area, and the amount supplied is projected to decrease to 3,925 acft through 2030. Groundwater supply from minor aquifers in Burnet County is projected to remain fairly constant through 2030, from 14,034 acft in 2000 decreasing to 13,948 acft in 2030. Williamson County uses more groundwater than the other counties in the study area. Use of other groundwater sources for import is also projected for some of the eastern Williamson County water user groups before 2030. Generally, the groundwater supply in the study area is projected to remain the same through 2030. The TWDB groundwater availability model runs do not indicate a regional water-level decline in the study area. However, gradual long-term and localized water-level decline is predicted in the Pflugerville, Round Rock, and Georgetown area. Under drought-of-record conditions, the model for the Edwards aquifer predicts water-level declines of greater than 25 feet to occur along the western margin in the outcrop area of the Edwards aquifer.

The groundwater quality in the Edwards aquifer is generally good, however, the aquifer is highly vulnerable to human-induced contamination. The quality of water in the aquifer is directly affected by the total environment of the water, from its origin as rainfall to its ultimate discharge from wells and springs in the aquifer. Within its jurisdiction, the TCEQ Edwards Aquifer Protection rules address activities that could pose a threat to water quality in the Edwards aquifer and the surface streams that feed it in Williamson and northern Travis counties. The groundwater quality of the Trinity Group aquifer in the western portion of the study area can be characterized as a calcium carbonate type water. Downdip to the southeast of the study area, the water quality tends to deteriorate and does not meet drinking water standards for chloride, fluoride, sulfate and hardness.

**Natural Resources Concerns**

The population of the study area in 2000 was 669,595 and is projected to be 1,278,831 by 2030. Population growth gradually puts a stress on the study area's ecosystems. Stress on the different ecosystems come from the number of people, their location, and the nature and scale of their activities. The TPWD concluded that the selected natural resources mentioned in the report are facing an uncertain

future, a future that depends on the quality and quantity of the water resources, both surface and groundwater, within the study area. The five species of Eurycea salamanders found in the study area are all endemic to local springs and caves. Therefore, their fate is tied to groundwater levels.

The TPWD concluded that mitigating the negative impacts of past and current practices, such as grazing, agriculture, industrialization, and urbanization will improve the chances of natural resources recovery, be it surface water, groundwater, or fauna and flora. Fundamental changes in land and water management and resources valuation will be needed for mitigation plans to be effective.

The USFWS and TCEQ responsibilities for natural resource protection overlap in some cases regarding water quality and endangered species that are dependent upon high quality water in the Edwards aquifer. The USFWS has determined the new, optional water quality measures which serve as guidance for complying with TCEQ's Edwards aquifer rules will also protect several federally-listed endangered and threatened species, such as the Georgetown salamander. The USFWS has indicated that if these voluntary, enhanced water quality measures are used by non-Federal landowners and other non-Federal managers, "no take" of these species would occur, with some exceptions. Starting February 14, 2005, the use of these optional measures is voluntary under the TCEQ's Edwards Program; however, the water quality measures will protect certain species from potential water quality impacts that could result from development over the Edwards aquifer region.

**Projected Demand, Availability, and Strategies to Meet Needs**

The regional and state water plans project that between the years 2000 and 2030, total population within the study area will increase by approximately 91 percent. The total projected water demand for the three-county study area is expected to increase over the next 30-year period. The total water use for 2000 was 164,876 acft and the total projected demand for 2030 is anticipated to be 298,278 acft, an increase of 133,402 acft, or 81 percent over the 30-year time frame. Municipal needs represents the largest demand for water in the study area. Municipal demand for the study area is projected to increase by approximately 124,667 acft over the 30-year planning period. Municipal demand accounts for 86 percent of the total water use in 2000 and increases to 89 percent of the total water demand for 2030, from 141,667 acft to 266,334 acft. Between 2000 and 2030, municipal water demand: for Williamson County is projected to increase by 97 percent from 46,606 acft to 91,966 acft, for northern Travis County is projected to increase 77 percent from 89,554 acft to 158,466 acft, and for Burnet County is projected to increase 39 percent from 5,507 acft to 7,646 acft.

The current and projected Edwards aquifer groundwater use should be based on utilizing effective recharge only, with little or no mining of recoverable storage (Ridgeway and Petrini, 1999). Due to its highly permeable nature in the fresh water zone, the Edwards aquifer responds quickly to changes and extremes in stress placed upon the system. The TWDB also suggests that groundwater availability in the Trinity aquifer could consist of the annual recharge and mining of the total recoverable storage until the year 2030. After 2030, supply from the Trinity aquifer would be based on the estimated effective recharge. The availability is also based on the areal extent of the downdip portion of the aquifer in the study area. The data from the 2002 State Water Plan indicate that 57,097 acft/yr of groundwater is available in the three-county study area. The Edwards and Trinity aquifers account for 21 and 9 percent of the available groundwater supply, respectively. The minor aquifers in Burnet County account for 25 percent of the total groundwater supply in study area. Other aquifers account for 45 percent of the remaining groundwater supply in the study area, primarily from the Colorado River alluvium.

There are nine major reservoirs in the Lower Colorado River and in the Brazos River basins that lie near or within the study area. The majority of the reservoirs located within the Lower Colorado River Basin in the vicinity of the study area are part of the LCRA's Highland Lakes system. These reservoirs are Lake

Buchanan, Inks Lake, Lake LBJ, Lake Marble Falls, Lake Travis, and Lake Austin. The Highland Lakes system firm yield is 445,266 acft. Lake Georgetown, Granger Lake and Lake Stillhouse Hollow are located in the Brazos River Basin. The 2001 Brazos G Water Plan notes the total amount of surface water available for Williamson County from the Brazos River Basin is 113,556 acft. Including other surface water sources and reuse, the total annual availability of surface water for the study area is estimated to be 564,266 acft.

The Brazos G and Lower Colorado Regional Water Planning Groups recommended different water management strategies to meet the identified needs through the year 2030. These water supply strategies generally include surface water contract renewal, on going and continued infrastructure expansion, and Carrizo-Wilcox aquifer groundwater development for import. With the recommended water management strategies, most of the water user groups (WUGs), except for mining, meet their identified needs. The mining WUG is expected to have water deficits over the study period. The projections show a shortage of 1,543 acft/yr in 2030, and increasing to 1,663 acft/yr in 2050. The deficit is due largely, if not completely, to conservatively low groundwater supply figures used for Williamson County. The Brazos G Regional Water Plan anticipates that mining use will continue to be from locally available groundwater, but did not identify any water management strategy to meet the mining needs. The Brazos G Regional Water Plan recommends that if groundwater becomes unavailable due to drought or overpumpage, the mining WUGs will either purchase new supplies from nearby water utilities, or will cease operations until groundwater (Edwards aquifer) rebounds. Mining stakeholders have commented that they do not anticipate increased demands on groundwater sources and will use surface water and recycling.

**Stakeholder Concerns**

Evaluating the authority and management practices of existing water management entities and purveyors within and adjacent to a PGMA study area is required for TCEQ to make meaningful conclusions about critical water supply and groundwater conditions. Approximately 280 water stakeholders were identified in this study area, and on July 26, 2004, TCEQ mailed a notice to solicit comments and to request data on water supply; groundwater quality, availability, and water levels; and actions taken to address identified water management strategies.

The Burnet Water Council (BWC) provided consolidated comments for Burnet County interests. Noting that the projected Burnet County population increase of about 75 percent by the year 2030 is anticipated to be manifested as high-density bedroom communities in previously rural areas, the BWC commented that such areas would be reliant on groundwater sources and that groundwater availability may become a critical issue over the next 25-year period due to localized groundwater declines. The BWC commented that the Trinity Group aquifer in the eastern one-third of the county is the area where most of the anticipated growth is expected to occur, and that localized groundwater level declines would likely occur in the Trinity aquifer under heavy pumpage. The BWC also noted that localized declines are also an immediate management issue for the highly faulted and compartmentalized Marble Falls, Ellenburger-San Saba, and Hickory aquifers in the western two-thirds of the county, aquifers that are not present in the other two study area counties. The BWC suggested that localized declines can be managed best at the local level and actions to do so were being initiated in Burnet County. The creation and confirmation of the Central Texas GCD in Burnet County was the result of these actions.

The Honorable John Doerfler, Williamson County Judge, provided consolidated comments and documentation on behalf of the Commissioners Court of Williamson County and the Williamson County Water Visionary Committee (WVC). In summary, they commented that (1) only a small percentage of the county's existing water demand is supplied by groundwater; (2) in the past several years significant additional surface water sources from outside of the county have been obtained through the BRA and the

LCRA to replace groundwater; (3) forecasted use of groundwater will continue to decrease with no additional groundwater demands anticipated; (4) conservation programs established by groundwater providers continue in place with emphasis on restricted use of groundwater during drought periods; and (5) the commissioners court is actively reviewing additional means to meet the county's growing water needs. He commented that the commissioners court was considering the creation of a strategic master plan addressing the supply, treatment, and distribution of water throughout Williamson County to insure that both rural and urban areas are efficiently and adequately supplied with water. Resolutions opposing the designation of a PGMA and creation of groundwater conservation district(s) from the Commissioners Court of Williamson County, the City of Round Rock, the City of Georgetown, the Chisholm Trail Special Utility District, and the Brushy Creek Municipal Utility District were provided.

The BRA noted that they have worked with Williamson County entities for over 25 years to evaluate and meet the county's water needs, and will continue to work with these entities in the development of new groundwater supplies outside of the county from the Carrizo-Wilcox aquifer and from reuse of effluent from in-county regional wastewater treatment facilities operated by the BRA. The BRA commented that it is presently evaluating ways to increase delivery of water to Williamson County from existing reservoirs and facilities, both through their policies and management practices.

The Aqua Water Supply Corporation noted that they have been unable to find any economically reliable groundwater resources within their service area in Travis County, and the entirety of the present supply for their Travis and Williamson counties service area is from Bastrop County groundwater sources. The Aqua WSC commented they are developing water supplies needed to meet the projected high-density urban subdivision growth for their service area from several sources, none of which are in Travis or Williamson counties. The City of Austin submitted data indicating that low concentrations of dissolved pesticides and solvents in addition to elevated concentrations of nutrients, ions, and certain metals are present in Travis County in the Bull Creek watershed. These results indicate marked differences in water quality between springs in urbanized settings and those in rural settings.

The Clearwater Underground Water Conservation District noted that Edwards aquifer groundwater flowed from Williamson County into Bell County, and noted concerns about the potential impact that increased groundwater use in Williamson County could have on the availability of groundwater in Bell County. The Lone Star Chapter of the Sierra Club noted the infrastructure to deliver all of the needed study area water supplies is not completely in place, that most of the municipalities continue to rely on groundwater for backup supply, and that groundwater shortages presently exist for mining water uses. They noted that rural domestic users continue to rely on groundwater and could be seriously impacted by depleted aquifers. The Sierra Club commented that the potential for these critical groundwater problems to persist support the designation of the study area as a PGMA.

## CONCLUSIONS AND RECOMMENDATIONS ★★★

TCEQ staff have considered data and information provided by the Texas Water Development Board, Texas Parks and Wildlife Department, stakeholders in the study area, the 2001 Brazos G and Lower Colorado Regional Water Plans, and from independent research to support the following conclusions and recommendations.

### Study Area Designation Recommendation

The water supply problems identified in the study area include lack of drought-reliable groundwater supplies, lack of firm supplies for some municipal use and most mining use, localized water level declines, potential groundwater supply impacts from new mining or industrial wells, and removal of groundwater from aquifer storage to meet future demands. Most water supply concerns in the study area are addressed with surface water contract renewal, on going and continued water supply infrastructure expansion, and Carrizo-Wilcox aquifer groundwater development for import - all management strategies adopted by the 2001 Brazos G and Lower Colorado Regional Water Plans. There are no significant changes to the management strategies identified in the two 2005 Initially Prepared Regional Water Plans for the study area water users.

During the last 15 years, the study area water purveyors have secured and continue to secure additional surface water resources while not increasing the amount of groundwater use. Using the water demand projections developed by the Brazos G and Lower Colorado Regional Water Planning Groups, the TWDB groundwater availability predictive models for the northern Edwards and Trinity/Woodbine aquifers do not project future significant regional water-level decline to occur in the next 25-year period in the study area. Over the 50-year horizon, the model runs do predict that a gradual long-term water-level decline will occur in the Pflugerville-Round Rock-Georgetown area.

The Edwards aquifer is highly vulnerable to surface contamination. Water quality problems in the study area are best solved by coordinated efforts of state and local government, and water supply entities. Within its jurisdiction, the TCEQ Edwards Aquifer Protection Program rules address activities that could pose a threat to water quality in the Edwards aquifer and the surface streams that feed it in Williamson and northern Travis counties. Naturally occurring water quality problems in the Trinity Group aquifer, especially in the eastern side of the study area, are primarily addressed by blending this groundwater with surface water to achieve the drinking water standards.

Most of the identified water supply problems are localized and are not study-area-wide problems. The available data indicates that study area water supplies are of sufficient quality to meet intended and projected uses. Further, study area water purveyors have secured adequate water resources or are presently working to secure adequate water resources to meet water demands for the next 25-year period. Surface and groundwater supplies are sufficient to meet the present needs, and are projected to be sufficient to meet all future needs to 2030.

Based on the presently available information, the Williamson, Burnet, and Northern Travis counties study area is not experiencing and is not expected to experience within the next 25-year planning horizon, critical groundwater problems. Therefore, it is concluded and recommended the Williamson, Burnet and northern Travis counties study area should not be designated as a priority groundwater management area at this time.

**Natural Resource Recommendations**

Groundwater management strategies to monitor, evaluate, and understand the aquifers sufficiently to establish programs to protect the riparian habitats fringing rivers, streams, and lakes, as well as protecting karst habitats, should be a priority in study area land-use planning processes. Implementing programs to minimize water level declines from concentrated pumping centers, and maintaining the existing spring flows in the study area and in counties adjacent to the study area would also facilitate the protection of natural resources. Cooperating and supporting existing multi-agency efforts such as the Balcones Canyonlands Preserve, Williamson County Karst Conservation Foundation, and TCEQ Edwards aquifer protection rule are also recommended to help conserve natural resources in the study area.

**Groundwater Conservation District Considerations**

Because the study area's water supply concerns are mostly solved with implementation of water management strategies adopted by the regional water planning groups, PGMA designation is not recommended at this time and any GCD creation action would have to be locally initiated. Most study area stakeholders have made it clear they do not believe a multi-county GCD would be practicable based on both hydrological conditions and other factors such as study area population densities.

Burnet County stakeholders commented that they greatly preferred a Burnet County-only GCD, and in fact legislatively created and voted to confirm the creation of the Central Texas Groundwater Conservation District during the preparation of this report. The Burnet County stakeholders noted that the importance of the Paleozoic-aged Marble Falls, Ellenburger-San Saba, and Hickory aquifers to the county, the lack of these aquifers in the other two counties, and the population density differences from the other two counties were reasons enough to favor creation of the single-county district. It is concluded that programs to manage the Trinity aquifer will be needed as projected population growth and anticipated new demands on groundwater supplies in the eastern part of Burnet County become reality.

The new Central Texas Groundwater Conservation District is sufficiently authorized to manage and protect the groundwater resources in Burnet County. Groundwater monitoring, assessment, planning, education, and permitting programs, as well as water well spacing and well closure programs are recommended for the district to manage the Trinity and Paleozoic-aged aquifers for the present citizens of the county and for future generations. Implementation of these types of programs will allow the district to identify and address water-level declines in localized areas of heavy pumpage, provide safeguards from well interference from new groundwater users, and protect groundwater quality.

Nearly all of northern Travis and Williamson counties are within certificated water purveyor service areas. Through conservation programs and efforts to meet new demands with surface water sources, these entities can largely maintain their present groundwater systems. However, these types of entities do not have authority to control large-scale groundwater pumpage for private purposes that could potentially impact a shared groundwater supply. The Clearwater UWCD in Bell County noted the effectiveness of their groundwater management measures may be lessened if surrounding areas are not likewise managing the shared groundwater resource.

A consensus of Williamson County stakeholders commented that they do not believe a GCD is needed in Williamson County at this time. The Williamson County Water Visionary Committee – composed of county residents, public and city officials, and county water providers – does not support the creation of a GCD in Williamson County and noted that it is apparent there is little public support in the county for such a district. Even though most of the major Williamson County entities using groundwater have already determined what they believe to be their maximum sustainable pumpage and have shifted to

surface water sources for the remainder of their needs, detrimental impacts from large-capacity, nonmunicipal wells could easily affect the groundwater balances relied upon by these water purveyors.

In absence of a GCD, TCEQ staff suggest that the Commissioner Court of Williamson County should follow through with its intent to adopt a formal Williamson County master water supply plan to address the supply, treatment, and distribution of water throughout the county to insure both rural and urban areas are efficiently and adequately supplied with water.

TCEQ staff suggests that the most practicable method to achieve groundwater management for landowners who are concerned about groundwater quantity or quality impacts from new users or demands may be to petition an adjacent GCD, either individually or collectively, to have their property added to the district. Lastly, TCEQ staff suggest that a GCD consisting of Williamson and northern Travis counties would be a feasible groundwater management entity only if there were public support for it to succeed.

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APPENDIX 1.

## 1990 CRITICAL AREA REPORT SUMMARY FOR TEXAS WATER COMMISSION

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EVALUATION OF GROUNDWATER RESOURCES WITHIN BELL, BURNET, TRAVIS, WILLIAMSON AND PARTS OF ADJACENT COUNTIES, TEXAS
(A Critical Area Groundwater Study)
Chapter 52, Subchapter C, Texas Water Code

TECHNICAL SUMMARY

The area identified for the critical area groundwater study includes parts of six counties: Bastrop, Bell, Burnet, Milam, Travis, and Williamson. The area was identified as a potential critical area and nominated for a detailed study by the Texas Water Commission and the Texas Water Development Board in a joint press release dated January 13, 1987. The critical area study and report were joint efforts of the Board and Commission. The report recommends that the study area not be designated as a Critical Area and provides information about groundwater problems and water use in the area in support of the recommendations.

A public meeting was held in Austin, Texas on October 9, 1986, to solicit comment regarding critical area designation for the study area. Interviews of members of local government, industry, and concerned citizens were conducted in the spring and summer of 1987. A sixteen-member advisory committee, composed of representatives from throughout the study area, was formed in October, 1987, to assist TWC staff in assessing local groundwater conditions and to provide input and comments on both ground and surface water issues on a local level. The advisory committee provided input to the report and on the recommendations in the report.

Groundwater problems in the study area include a lack of drought-reliable supplies for both short-term drought demand and long-term economic development. Pumpage had historically exceeded recharge, resulting in declining water levels and possibly deteriorating chemical quality in the Hosston and Hensel members of the Trinity Group aquifer in the eastern and western portions of the study area. During late summer dry spells and drought, water levels drop quickly in Edwards aquifer wells due to low area-wide storage and in Trinity Group wells due to low permeabilities.

Overdrafts are occurring in the Trinity Group aquifer in portions of Bell, Williamson, and Travis counties. The estimated groundwater availability for Trinity Group aquifer in the study area, based on average annual effective recharge and a prorated amount of water recoverable from storage is 6,700 acre-feet per year. However, in 1985, 7,705 acre-feet of groundwater was pumped from the Trinity Group aquifer in the study area, resulting a net loss of water from the aquifer in 1985. Water-level declines and associated reduction of artesian pressure caused by deficit-removal of water from storage constitute a regional groundwater problem.

A major problem with the Edwards aquifer is available during drought conditions, especially at its current level of development. In 1985, approximately 15,919 acre-feet of groundwater was pumped from the Edwards aquifer. The amount of water stored in the Edwards aquifer in the study area is not known, but is considered to be small due to the aquifer's low average porosity. The availability for drought conditions is calculated to be 7,464 acre-feet annually based on the amount of springflows plus well pumpage during the drought of record. Recent pumpage in the study area has equaled or exceeded drought-year recharge to the aquifer.

Water quality in both aquifers in the eastern portion of the study area presents problems for public supplies. High concentrations of sulfates, chlorides, fluorides, and dissolved solids often do not meet the Texas Department of Health standards for public water supply systems. The potential for water quality impacts to the Edwards aquifer in the study area from man's activities is judged to be high. No regional contamination problems are known, and current Commission rules protecting the aquifer, with some improvements, should afford the necessary protection.

Current and projected water demand for the area is based on three factors, increased population growth, water use, and current availability of both groundwater and surface water. The Texas Water Development Board projects the population to grow by almost fifty percent between 1985 and 2010. The annual water requirement for the study area is expected to more than double from 1985 to 2010. In 1985, a total of 25,940 acre-feet of groundwater was pumped from all aquifers in study area with 7,705 acre-feet from the Trinity Group and 15,919 acre-feet from the Edwards aquifer. A total of 118,084 acre-feet of water was used for public supply, irrigation, industrial, power, and livestock purposes in the area with groundwater supplying 22 percent of the total and surface water supplying 92,144 acre-feet, the remainder.

Shortage of present and future supplies of groundwater may pose a serious problem for the study area. However, the area is not facing a "critical" water supply problem due to the availability of surface water. Surface water supplies are adequate due to meet current and projected needs beyond 2010. Sufficient water is available in the Highland Lakes system of the Colorado River basin to supply the needs of the City of Austin and a large part of northern Travis County. Sufficient water is available in Lake Georgetown and has become available in Lakes Granger and Stillhouse Hollow, both in the Brazos River basin, to meet area needs to the year 2000 and beyond 2000 for some entities. More surface water development is needed in the basin to free up additional water, currently committed for system use, in Lake Stillhouse Hollow to meet local supply needs to 2010 and beyond. Many large-volume groundwater users, concentrated along the Interstate Highway 35 and State Highway 183 corridors, plan to convert to these surface water sources in near future.

While an underground water conservation district has broad powers to regulate activities that endanger the aquifers either from overpumpage or pollution, protecting of existing groundwater supplies through large-quantity producer conversions to surface water may be the best regional management method for area. However, to convert to surface water supplies, reservoirs, treatment plants, and conveyance systems will have to be built. It is also recognized that an underground water district may not be the best or most appropriate mechanism for facilitating conversion to surface water in the study area.

In general, it is recognized that regional management practices are needed to stabilize groundwater levels and to help preserve the aquifers for future use. Interviews indicated that the area, as a whole, would probably not support the formation of a district created under Chapter 52 Subchapter C, Texas Water Code, mainly due to the ad valorem taxing structure and to varying political interests in the area. There is a large dichotomy in the population distribution and water-supply source, mainly divided between the large population centers, rural, and farming areas on groundwater supplies. As a result, an underground water conservation district would probably be viewed as only benefiting a relative few on groundwater while being financed by the majority of surface water.

Although many cities are currently experiencing problems with groundwater level declines and drought availability in the aquifers that supply their water, they are implementing plans that will alleviate their supply problems in the future. Planning in many areas relies on surface water for future supplies. The groundwater supply in these areas will not be critical if future surface water supply plans are implemented. The major blockage to surface water conversion is the initially large expense to build treatment plants and conveyance systems.

It is recommended that the Texas Water Commission not designate the study area as a Critical Area at this time. Progress towards the conversion from groundwater to surface water usage should be monitored by the Texas Water Commission over the next five years, and if conversion plans are not being implemented or if districts are not being formed, consideration should again be given to "Critical Area" designation.

| | | |
|---|---|---|
| Prepared by: | Steve Musick, Geologist<br>Groundwater Conservation Section<br>Texas Water Commission | March 30, 1990 |
| Approved by: | Bill Klemt, Chief<br>Groundwater Conservation Section<br>Texas Water Commission | March 30, 1990 |

APPENDIX 2.

## Total Water Supply Projections in the Study Area

### Burnet County

| WUG NAME | RWPG | BASIN | SOURCE TYPE | SOURCE NAME | YR2000 | YR2010 | YR2020 | YR2030 |
|---|---|---|---|---|---|---|---|---|
| Bertram | K | G | 01 | Ellenburger-San Saba Aquifer | 207 | 200 | 190 | 184 |
| Burnet | K | K | 00 | Highland Lakes System | 4,100 | 4,100 | 4,100 | 4,100 |
| Burnet | K | K | 01 | Ellenburger-San Saba Aquifer | 1,862 | 1,862 | 1,862 | 1,862 |
| Cottonwood Shores | K | K | 00 | Highland Lakes System | 138 | 138 | 0 | 0 |
| Granite Shoals | K | K | 01 | Highland Lakes System | 830 | 830 | 830 | 0 |
| Granite Shoals | K | K | 00 | Other Aquifer | 963 | 963 | 963 | 963 |
| Marble Falls | K | K | 00 | Highland Lakes System | 2,000 | 2,000 | 0 | 0 |
| Meadowlakes | K | K | 00 | Other Local Supply | 486 | 486 | 486 | 486 |
| County-Other | K | G | 01 | Trinity Aquifer | 1,000 | 1,000 | 1,000 | 1,000 |
| County-Other | K | G | 01 | Ellenburger-San Saba Aquifer | 400 | 400 | 400 | 400 |
| County-Other | K | K | 00 | Highland Lakes System | 184 | 107 | 0 | 0 |
| County-Other | K | K | 01 | Ellenburger-San Saba Aquifer | 65 | 65 | 65 | 65 |
| County-Other | K | K | 01 | Hickory Aquifer | 54 | 54 | 54 | 54 |
| County-Other | K | K | 01 | Marble Falls Aquifer | 21 | 21 | 21 | 21 |
| County-Other | K | K | 01 | Trinity Aquifer | 227 | 227 | 227 | 192 |
| County-Other | K | K | 01 | Other Aquifer | 150 | 150 | 150 | 150 |
| Irrigation | K | G | 01 | Trinity Aquifer | 0 | 0 | 0 | 0 |
| Irrigation | K | K | 00 | Highland Lakes System | 102 | 91 | 50 | 0 |
| Irrigation | K | K | 00 | Irrigation Local Supply | 276 | 276 | 276 | 276 |
| Irrigation | K | K | 01 | Ellenburger-San Saba Aquifer | 25 | 25 | 25 | 25 |
| Irrigation | K | K | 01 | Hickory Aquifer | 2,397 | 2,397 | 2,397 | 2,397 |
| Irrigation | K | K | 01 | Marble Falls Aquifer | 533 | 533 | 533 | 533 |
| Irrigation | K | K | 01 | Other Aquifer | 1,000 | 1,000 | 1,000 | 1,000 |
| Irrigation | K | K | 01 | Trinity Aquifer | 104 | 104 | 104 | 104 |
| Livestock | K | K | 00 | Livestock Local Supply | 210 | 210 | 210 | 210 |

**Burnet County** (cont.)

| WUG NAME | RWPG | BASIN | SOURCE TYPE | SOURCE NAME | YR2000 | YR2010 | YR2020 | YR2030 |
|---|---|---|---|---|---|---|---|---|
| Livestock | K | G | 0 | Livestock Local Supply | 341 | 341 | 341 | 341 |
| Livestock | K | G | 00 | Livestock Local Supply | 341 | 341 | 341 | 341 |
| Livestock | K | G | 01 | Trinity Aquifer | 45 | 45 | 45 | 45 |
| Livestock | K | K | 01 | Trinity Aquifer | 71 | 71 | 71 | 60 |
| Livestock | K | K | 1 | Other Aquifer | 10 | 10 | 10 | 10 |
| Livestock | K | K | 01 | Marble Falls Aquifer | 3,115 | 3,115 | 3,115 | 3,115 |
| Livestock | K | K | 01 | Hickory Aquifer | 189 | 189 | 189 | 189 |
| Livestock | K | K | 01 | Ellenburger-San Saba Aquifer | 25 | 25 | 25 | 25 |
| Manufacturing | K | K | 00 | Highland Lakes System | 500 | 500 | 500 | 500 |
| Manufacturing | K | K | 00 | Other Local Supply | 1,237 | 1,367 | 1,503 | 1,643 |
| Manufacturing | K | K | 01 | Ellenburger-San Saba Aquifer | 25 | 25 | 25 | 25 |
| Mining | K | K | 01 | Hickory Aquifer | 315 | 315 | 315 | 315 |
| Mining | K | K | 01 | Ellenburger-San Saba Aquifer | 25 | 25 | 25 | 25 |
| Mining | K | K | 00 | Other Local Supply | 767 | 747 | 762 | 778 |
| Mining | K | G | 01 | Marble Falls Aquifer | 123 | 123 | 123 | 123 |
| Mining | K | K | 01 | Trinity Aquifer | 54 | 54 | 54 | 54 |
| Mining | K | K | 01 | Other Aquifer | 1,000 | 1,000 | 1,000 | 1,000 |
| Mining | K | K | 01 | Trinity Aquifer | 4 | 4 | 4 | 4 |
| Steam Electric Power | K | K | 01 | Ellenburger-San Saba Aquifer | 25 | 25 | 25 | 25 |
| Total Projected Water Supplies (acre-feet per year) | | | | | 25,205 | 25,220 | 23,075 | 22,282 |

Basin: K- Lower Colorado
G- Brazos

00, Surface Water
01, Groundwater

Source: TWDB, 2002

## Northern Travis County

| WUG NAME | RWPG | BASIN | SOURCE TYPE | SOURCE NAME | YR2000 | YR2010 | YR2020 | YR2030 |
|---|---|---|---|---|---|---|---|---|
| Anderson Mill | K | K | 00 | Highland Lakes System | 36 | 0 | 0 | 0 |
| Austin | K | K | 00 | Colorado River Combined Run-of-River | 3,478 | 3,478 | 3,478 | 3,478 |
| Austin | K | K | 00 | Colorado River Combined Run-of-River | 78,115 | 78,115 | 78,115 | 78,115 |
| Austin | K | K | 00 | Highland Lakes System | 70,557 | 70,557 | 70,557 | 70,557 |
| Jonestown | K | K | 00 | Highland Lakes System | 360 | 360 | 360 | 360 |
| Lago Vista | K | K | 0 | Highland Lakes System | 6500 | 6500 | 6500 | 0 |
| Manor | K | K | 01 | Other Aquifer | 2,620 | 2,620 | 2,620 | 2,620 |
| Manor | K | K | 01 | Other Aquifer | 0 | 0 | 0 | 0 |
| Pflugerville | K | K | 01 | Edwards-BFZ Aquifer | 2,585 | 2,585 | 2,585 | 2,585 |
| Pflugerville | K | K | 00 | Colorado River Combined Run-of-River | 0 | 0 | 0 | 0 |
| Round Rock | K | G | 00 | Colorado River Combined Run-of-River | 5,498 | 5,498 | 5,498 | 5,498 |
| Wells Branch | K | K | 00 | Colorado River Combined Run-of-River | 1,113 | 1,074 | 1,013 | 0 |
| County-Other | K | K | 01 | Trinity Aquifer | 332 | 332 | 332 | 332 |
| County-Other | K | K | 01 | Other Aquifer | 1,080 | 1,080 | 1,080 | 1,080 |
| County-Other | K | K | 01 | Edwards-BFZ Aquifer | 1,448 | 1,448 | 1,448 | 1,448 |
| County-Other | K | K | 00 | Highland Lakes System | 23,615 | 23,207 | 15,488 | 0 |
| County-Other | K | K | 00 | Colorado River Combined Run-of-River | 2,176 | 2,245 | 2,449 | 2,656 |
| County-Other | K | G | 01 | Edwards-BFZ Aquifer | 19 | 19 | 19 | 19 |
| Irrigation | K | K | 01 | Other Aquifer | 110 | 110 | 110 | 110 |
| Irrigation | K | K | 01 | Trinity Aquifer | 48 | 48 | 48 | 48 |
| Irrigation | K | K | 00 | Irrigation Local Supply | 493 | 493 | 493 | 493 |
| Irrigation | K | K | 01 | Edwards-BFZ Aquifer | 445 | 445 | 445 | 445 |
| Irrigation | K | G | 01 | Edwards-BFZ Aquifer | 3 | 3 | 3 | 3 |
| Livestock | K | G | 01 | Edwards-BFZ Aquifer | 1 | 1 | 1 | 1 |
| Livestock | K | K | 00 | Livestock Local Supply | 487 | 487 | 487 | 487 |

**Northern Travis County** (cont.)

| WUG NAME | RWPG | BASIN | SOURCE TYPE | SOURCE NAME | YR2000 | YR2010 | YR2020 | YR2030 |
|---|---|---|---|---|---|---|---|---|
| Livestock | K | K | 01 | Edwards-BFZ Aquifer | 129 | 129 | 129 | 129 |
| Livestock | K | K | 01 | Other Aquifer | 127 | 127 | 127 | 127 |
| Livestock | K | K | 01 | Trinity Aquifer | 1 | 1 | 1 | 1 |
| Manufacturing | K | K | 01 | Edwards-BFZ Aquifer | 94 | 94 | 94 | 94 |
| Manufacturing | K | K | 01 | Other Aquifer | 122 | 122 | 122 | 122 |
| Manufacturing | K | K | 00 | Colorado River Combined Run-of-River | 9,253 | 10,415 | 11,240 | 12,218 |
| Manufacturing | K | G | 00 | Colorado River Combined Run-of-River | 371 | 404 | 404 | 456 |
| Mining | K | G | 01 | Edwards-BFZ Aquifer | 0 | 0 | 0 | 0 |
| Mining | K | K | 00 | Other Local Supply | 2,733 | 2,658 | 5,246 | 5,791 |
| Mining | K | K | 01 | Edwards-BFZ Aquifer | 891 | 891 | 891 | 891 |
| Mining | K | K | 01 | Other Aquifer | 1,103 | 1,103 | 1,103 | 1,103 |
| Mining | K | | 01 | Trinity Aquifer | 96 | 96 | 96 | 96 |
| Steam Electric Power | K | K | 00 | Colorado River Combined Run-of-River | 2,546 | 2,546 | 2,546 | 2,546 |
| Steam Electric Power | K | K | 00 | Highland Lakes System | 19,710 | 19,710 | 19,710 | 19,710 |
| Steam Electric Power | K | K | 00 | Walter E. Long/Decker Lake | 560 | 560 | 560 | 560 |
| Steam Electric Power | K | K | 01 | Trinity Aquifer | 2 | 2 | 2 | 2 |
| Steam Electric Power | K | K | 00 | Colorado River Combined Run-of-River | 63 | 63 | 63 | 63 |
| Total Projected Water Supplies (acre-feet per year) | | | | | 238,920 | 239,567 | 235,354 | 214,092 |

Basin: K- Lower Colorado
G- Brazos

00, Surface Water
01, Groundwater

Source: TWDB, 2002

## Williamson County

| WUG NAME | RWPG | BASIN | SOURCE TYPE | SOURCE NAME | YR2000 | YR2010 | YR2020 | YR2030 |
|---|---|---|---|---|---|---|---|---|
| Anderson Mill | K | G | 00 | Colorado River Combined Run-of-River | 1,975 | 0 | 0 | 0 |
| Austin | K | K | 00 | Colorado River Combined Run-of-River | 160 | 160 | 160 | 160 |
| Austin | K | K | 00 | Colorado River Combined Run-of-River | 1,147 | 1,147 | 1,147 | 1,147 |
| Austin | K | K | 00 | Highland Lakes System | 6,168 | 6,168 | 6,168 | 6,168 |
| Bartlet | G | G | 01 | Trinity Aquifer | 254 | 254 | 254 | 254 |
| Brushy Creek | G | G | 0 | Brazos River Authority System | 0 | 0 | 0 | 0 |
| Brushy Creek | G | G | 00 | Brazos River Authority System | 3360 | 0 | 0 | 0 |
| Brushy Creek | G | G | 01 | Edwards-BFZ Aquifer | 325 | 325 | 325 | 325 |
| Cedar Park | G | G | 00 | Highland Lakes System | 11,289 | 11,289 | 11,289 | 11,289 |
| Florence | G | G | 01 | Trinity Aquifer | 204 | 204 | 204 | 204 |
| George town | G | G | 00 | Brazos River Authority System | 0 | 0 | 0 | 0 |
| Georgetown | G | G | 00 | Brazos River Authority System | 8,344 | 8,344 | 8,344 | 8,344 |
| Georgetown | G | G | 01 | Edwards-BFZ Aquifer | 921 | 921 | 921 | 921 |
| Granger | G | G | 01 | Trinity Aquifer | 245 | 245 | 245 | 245 |
| Hutto | G | G | 01 | Trinity Aquifer | 131 | 131 | 131 | 131 |
| Leander | G | G | 00 | Highland Lakes System | 6,400 | 6,400 | 6,400 | 6,400 |
| Leander | G | G | 01 | Trinity Aquifer | 363 | 363 | 363 | 363 |
| Leander | G | G | 00 | Brazos River Authority System | 0 | 0 | 0 | 0 |
| Round Rock | G | G | 00 | Brazos River Authority System | 3570 | 342 | 427 | 468 |
| Round Rock | G | G | 00 | Brazos River Authority System | 14,191 | 17,419 | 17,334 | 17,293 |
| Round Rock | G | G | 01 | Edwards-BFZ Aquifer | 921 | 921 | 921 | 921 |
| Taylor | G | G | 00 | Brazos River Authority System | 6,451 | 6,451 | 6,451 | 6,451 |
| Thrall | G | G | 01 | Trinity Aquifer | 83 | 83 | 83 | 83 |
| County-Other | G | G | 01 | Other Aquifer | 305 | 305 | 305 | 305 |
| County-Other | G | G | 00 | Brazos River Authority System | 12 | 12 | 12 | 12 |

**Williamson County** (Cont.)

| WUG NAME | RWPG | BASIN | SOURCE TYPE | SOURCE NAME | YR2000 | YR2010 | YR2020 | YR2030 |
|---|---|---|---|---|---|---|---|---|
| County-Other | G | G | 00 | Brazos River Authority System | 3,993 | 4,125 | 4,210 | 4,251 |
| County-Other | G | G | 01 | Edwards-BFZ Aquifer | 1,213 | 1,213 | 1,213 | 1,213 |
| County-Other | G | G | 01 | Trinity Aquifer | 470 | 470 | 470 | 470 |
| County-Other | G | G | 00 | Highland Lakes System | 318 | 318 | 318 | 318 |
| County-Other | K | G | 00 | Other Aquifer | 2,414 | 2,414 | 2,414 | 2,414 |
| County-Other | K | G | 01 | Edwards-BFZ Aquifer | 523 | 523 | 523 | 523 |
| County-Other | K | G | 01 | Trinity Aquifer | 219 | 219 | 219 | 176 |
| County-Other | K | K | 01 | Edwards-BFZ Aquifer | 0 | 0 | 0 | 0 |
| Irrigation | G | G | 00 | Brazos River Authority System | 15 | 15 | 15 | 15 |
| Irrigation | G | G | 0 | Irrigation Local Supply | 942 | 942 | 942 | 942 |
| Irrigation | K | K | 01 | Other Aquifer | 35 | 35 | 35 | 35 |
| Irrigation | K | K | 01 | Trinity Aquifer | 15 | 15 | 15 | 12 |
| Irrigation | K | K | 01 | Edwards-BFZ Aquifer | 13 | 13 | 13 | 13 |
| Irrigation | K | G | 01 | Trinity Aquifer | 29 | 29 | 29 | 29 |
| Irrigation | K | G | 01 | Other Aquifer | 150 | 150 | 150 | 150 |
| Irrigation | K | G | 01 | Edwards-BFZ Aquifer | 355 | 355 | 355 | 355 |
| Livestock | G | G | 00 | Livestock Local Supply | 1,303 | 1,303 | 1,303 | 1,303 |
| Livestock | G | G | 01 | Other Aquifer | 10 | 10 | 10 | 10 |
| Livestock | K | G | 01 | Edwards-BFZ Aquifer | 4 | 4 | 4 | 4 |
| Livestock | K | G | 01 | Other Aquifer | 150 | 150 | 150 | 150 |
| Livestock | K | G | 01 | Trinity Aquifer | 10 | 10 | 10 | 8 |
| Livestock | K | K | 00 | Livestock Local Supply | 1 | 1 | 1 | 1 |
| Livestock | K | K | 01 | Edwards-BFZ Aquifer | 0 | 0 | 0 | 0 |
| Manufacturing | G | G | 01 | Other Aquifer | 200 | 200 | 200 | 200 |
| Manufacturing | G | G | 00 | Brazos River Authority System | 0 | 0 | 5,000 | 5,000 |
| Manufacturing | G | G | 01 | Edwards-BFZ Aquifer | 50 | 50 | 50 | 50 |
| Manufacturing | G | G | 00 | Brazos River Run-of-River | 126 | 126 | 126 | 126 |

**Williamson County** (Cont.)

| WUG NAME | RWPG | BASIN | SOURCE TYPE | SOURCE NAME | YR2000 | YR2010 | YR2020 | YR2030 |
|---|---|---|---|---|---|---|---|---|
| Manufacturing | K | G | 01 | Other Aquifer | 150 | 150 | 150 | 150 |
| Manufacturing | K | G | 1 | Edwards-BFZ Aquifer | 78 | 78 | 78 | 78 |
| Mining | G | G | 00 | Edwards-BFZ Aquifer | 255 | 255 | 255 | 255 |
| Mining | G | G | 01 | Other Aquifer | 150 | 150 | 150 | 150 |
| Mining | K | G | 01 | Edwards-BFZ Aquifer | 419 | 419 | 419 | 419 |
| Mining | K | G | 01 | Trinity Aquifer | 29 | 29 | 29 | 29 |
| Mining | K | K | 01 | Edwards-BFZ Aquifer | 0 | 0 | 0 | 0 |
| Mining | K | G | 01 | Other Aquifer | 150 | 150 | 150 | 150 |
| Mining | K | K | 01 | Trinity Aquifer | 15 | 15 | 15 | 12 |
| Mining | K | K | 01 | Other Aquifer | 311 | 311 | 311 | 311 |
| Steam Electric Power | K | G | 01 | Other Aquifer | 150 | 150 | 150 | 150 |
| Total Projected Water Supplies (acre-feet per year) | | | | | 81,084 | 75,881 | 80,966 | 80,944 |

Basin: K- Lower Colorado
G- Brazos

00, Surface Water
01, Groundwater

Source: TWDB, 2002

APPENDIX 3.

**Williamson, Burnet and Northern Travis PGMA study, Updated Population Projection (TWDB, 2004)**

## Burnet County

| WATER USER GROUP | P2000 | P2010 | P2020 | P2030 | P2040 | P2050 | P2060 |
|---|---|---|---|---|---|---|---|
| BERTRAM | 1122 | 1307 | 1524 | 1746 | 1958 | 2189 | 2458 |
| BURNET | 4735 | 5625 | 6668 | 7736 | 8753 | 9864 | 11154 |
| CHISHOLM TRAIL SUD | 118 | 178 | 249 | 321 | 390 | 465 | 553 |
| COTTONWOOD SHORES | 877 | 1100 | 1362 | 1630 | 1885 | 2164 | 2488 |
| COUNTY-OTHER | 17315 | 21733 | 26913 | 32218 | 37265 | 42781 | 49189 |
| GRANITE SHOALS | 2040 | 2489 | 3015 | 3554 | 4067 | 4627 | 5278 |
| KEMPNER WSC | 666 | 884 | 1140 | 1402 | 1652 | 1925 | 2242 |
| KINGSLAND WSC | 315 | 366 | 426 | 487 | 545 | 608 | 682 |
| LAKE LBJ MUD | 707 | 817 | 946 | 1078 | 1204 | 1341 | 1500 |
| MARBLE FALLS | 4959 | 5604 | 6361 | 7136 | 7874 | 8680 | 9616 |
| MEADOWLAKES | 1293 | 1821 | 2440 | 3074 | 3678 | 4337 | 5103 |
| **Total Projected Population** | **34,147** | **41,924** | **51,044** | **60,382** | **69,271** | **78,981** | **90,263** |

## Northern Travis County

| WATER USER GROUP | P2000 | P2010 | P2020 | P2030 | P2040 | P2050 | P2060 |
|---|---|---|---|---|---|---|---|
| ANDERSON MILL MUD | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| AQUA WSC | 6300 | 7251 | 8523 | 9698 | 10432 | 11208 | 12007 |
| AUSTIN | 644752 | 770529 | 946974 | 1111996 | 1258580 | 1409808 | 1548275 |
| BARTON CREEK WEST WSC | 1456 | 1456 | 1456 | 1456 | 1456 | 1456 | 1456 |
| BEE CAVE VILLAGE | 656 | 948 | 1339 | 1700 | 1926 | 2165 | 2411 |
| BRIARCLIFF VILLAGE | 895 | 1289 | 1817 | 2305 | 2609 | 2931 | 3263 |
| CEDAR PARK | 541 | 922 | 1432 | 1903 | 2197 | 2508 | 2828 |
| COUNTY-OTHER | 44016 | 33665 | 27853 | 23127 | 17213 | 12127 | 12636 |
| CREEDMOOR-MAHA WSC | 4962 | 5962 | 7301 | 8537 | 9309 | 10126 | 10967 |

**Northern Travis** (Cont.)

| WATER USER GROUP | P2000 | P2010 | P2020 | P2030 | P2040 | P2050 | P2060 |
|---|---|---|---|---|---|---|---|
| ELGIN | 33 | 56 | 87 | 116 | 134 | 153 | 173 |
| GOFORTH WSC | 217 | 288 | 383 | 471 | 526 | 584 | 644 |
| HILL COUNTRY WSC | 991 | 1689 | 2623 | 3486 | 4025 | 4595 | 5182 |
| JONESTOWN | 1681 | 1985 | 2391 | 2766 | 3000 | 3248 | 3503 |
| JONESTOWN WSC | 779 | 926 | 1123 | 1305 | 1419 | 1539 | 1663 |
| LAGO VISTA | 4507 | 6132 | 8307 | 10316 | 11571 | 12898 | 14265 |
| LAKEWAY | 8002 | 10789 | 14519 | 17965 | 20117 | 22394 | 24738 |
| LOOP 360 WSC | 1802 | 2803 | 2803 | 2803 | 2803 | 2803 | 2803 |
| LOST CREEK MUD | 4354 | 4372 | 4372 | 4372 | 4372 | 4372 | 4372 |
| MANOR | 1204 | 1319 | 1473 | 1615 | 1704 | 1798 | 1895 |
| MANVILLE WSC | 9293 | 12987 | 17931 | 22498 | 25350 | 28367 | 31474 |
| MUSTANG RIDGE | 409 | 486 | 590 | 686 | 746 | 809 | 874 |
| NORTH AUSTIN MUD #1 | 780 | 780 | 780 | 780 | 780 | 780 | 780 |
| NORTH TRAVIS COUNTY MUD #5 | 2121 | 3615 | 5614 | 7460 | 8613 | 9833 | 11089 |
| PFLUGERVILLE | 16335 | 24709 | 35916 | 46268 | 52733 | 59572 | 66614 |
| RIVER PLACE ON LAKE AUSTIN | 2763 | 4449 | 5250 | 5250 | 5250 | 5250 | 5250 |
| ROLLINGWOOD | 1403 | 1414 | 1428 | 1441 | 1449 | 1458 | 1467 |
| ROUND ROCK | 1076 | 1806 | 2782 | 3684 | 4247 | 4843 | 5456 |
| SHADY HOLLOW MUD | 4732 | 4732 | 4732 | 4732 | 4732 | 4732 | 4732 |
| THE HILLS | 1492 | 2301 | 3000 | 3000 | 3000 | 3000 | 3000 |
| TRAVIS COUNTY WCID #17 | 11023 | 15838 | 22283 | 28236 | 31954 | 35887 | 39936 |
| TRAVIS COUNTY WCID #18 | 4915 | 6291 | 8133 | 9834 | 10896 | 12020 | 13177 |
| TRAVIS COUNTY WCID #19 | 553 | 716 | 716 | 716 | 716 | 716 | 716 |
| TRAVIS COUNTY WCID #20 | 990 | 1140 | 1140 | 1140 | 1140 | 1140 | 1140 |
| WELLS BRANCH MUD | 8211 | 8211 | 8211 | 8211 | 8211 | 8211 | 8211 |
| WEST LAKE HILLS | 3116 | 3520 | 4061 | 4561 | 4873 | 5203 | 5543 |

**Northern Travis** (Cont.)

| WATER USER GROUP | P2000 | P2010 | P2020 | P2030 | P2040 | P2050 | P2060 |
|---|---|---|---|---|---|---|---|
| WEST TRAVIS COUNTY REGIONAL WS | 3260 | 4881 | 7051 | 9055 | 10307 | 11631 | 12994 |
| WILLIAMSON-TRAVIS COUNTY MUD #1 | 1179 | 1699 | 2395 | 3037 | 3438 | 3862 | 4299 |
| WINDERMERE UTILITY COMPANY | 11481 | 17999 | 18710 | 18710 | 18710 | 18710 | 18710 |
| **Total Projected Population** | **812280** | **969955** | **1185499** | **1385236** | **1550538** | **1722737** | **1888543** |

**Williamson County**

| WATER USER GROUP | P2000 | P2010 | P2020 | P2030 | P2040 | P2050 | P2060 |
|---|---|---|---|---|---|---|---|
| AQUA WSC | 420 | 504 | 603 | 721 | 849 | 989 | 1139 |
| BARTLETT | 857 | 893 | 936 | 987 | 1043 | 1103 | 1168 |
| BELL-MILAM FALLS WSC | 274 | 362 | 467 | 592 | 727 | 874 | 1032 |
| BLOCKHOUSE MUD | 4452 | 7197 | 10452 | 14322 | 18530 | 23108 | 28018 |
| BRUSHY CREEK MUD | 11322 | 16270 | 22138 | 23823 | 23823 | 23823 | 23823 |
| CEDAR PARK | 25508 | 52700 | 73421 | 102705 | 128373 | 154089 | 187931 |
| CHISHOLM TRAIL SUD | 11202 | 19019 | 28290 | 39312 | 51297 | 64336 | 78320 |
| COUNTY-OTHER | 14690 | 2758 | 2187 | 3057 | 12542 | 25493 | 33442 |
| FERN BLUFF MUD | 5319 | 9801 | 15117 | 21437 | 28309 | 35785 | 43803 |
| FLORENCE | 1054 | 1263 | 1511 | 1806 | 2127 | 2476 | 2850 |
| GEORGETOWN | 28339 | 40888 | 55770 | 73463 | 92702 | 113633 | 136082 |
| GRANGER | 1299 | 1400 | 1520 | 1663 | 1818 | 1987 | 2168 |
| HUTTO | 1250 | 1826 | 2510 | 3323 | 4207 | 5168 | 6199 |
| JARRELL-SCHWERTNER WSC | 2720 | 3795 | 5070 | 6585 | 8233 | 10026 | 11949 |
| JONAH WATER SUD | 7962 | 10685 | 13915 | 17755 | 21930 | 26472 | 31344 |
| LEANDER | 7596 | 11499 | 16128 | 21631 | 27615 | 34125 | 41107 |
| LIBERTY HILL | 1409 | 2440 | 3663 | 5117 | 6698 | 8418 | 10263 |
| MANVILLE WSC | 5273 | 7979 | 11188 | 15003 | 19151 | 23664 | 28504 |
| ROUND ROCK | 60060 | 87187 | 119358 | 157606 | 199196 | 244442 | 292970 |
| SOUTHWEST MILAM WSC | 1245 | 1584 | 1986 | 2464 | 2984 | 3550 | 4157 |

**Williamson County** (Cont.)

| WATER USER GROUP | P2000 | P2010 | P2020 | P2030 | P2040 | P2050 | P2060 |
|---|---|---|---|---|---|---|---|
| TAYLOR | 13575 | 15530 | 17849 | 20606 | 23604 | 26865 | 30363 |
| THRALL | 710 | 859 | 1035 | 1245 | 1473 | 1721 | 1987 |
| WEIR | 591 | 936 | 1345 | 1831 | 2360 | 2935 | 3552 |
| WELLS BRANCH MUD | 168 | 168 | 168 | 168 | 168 | 168 | 168 |
| WILLIAMSON-TRAVIS COUNTY MUD #1 | 4179 | 6611 | 9495 | 12924 | 16653 | 20710 | 25061 |
| **Total Projected Population** | **211474** | **304154** | **416122** | **550146** | **696412** | **855960** | **1027400** |

APPENDIX 4.

**Williamson, Burnet and Northern Travis PGMA study, Updated Water Demand Projection (TWDB, 2004)**

## Burnet County

| WUG Name | 2000 | 2010 | 2020 | 2030 | 2040 | 2050 | 2060 |
|---|---|---|---|---|---|---|---|
| BERTRAM | 226 | 258 | 295 | 334 | 371 | 412 | 463 |
| BURNET | 849 | 983 | 1,143 | 1,300 | 1,461 | 1,635 | 1,849 |
| CHISHOLM TRAIL SUD | 15 | 28 | 40 | 53 | 66 | 79 | 94 |
| COTTONWOOD SHORES | 121 | 147 | 177 | 208 | 239 | 271 | 312 |
| GRANITE SHOALS | 327 | 385 | 453 | 525 | 592 | 669 | 763 |
| KEMPNER WSC | 228 | 298 | 381 | 466 | 548 | 636 | 741 |
| KINGSLAND WSC | 49 | 55 | 63 | 70 | 77 | 85 | 95 |
| LAKE LBJ MUD | 200 | 227 | 261 | 293 | 324 | 359 | 402 |
| MARBLE FALLS | 1,616 | 1,795 | 2,016 | 2,238 | 2,452 | 2,693 | 2,984 |
| MEADOWLAKES | 492 | 687 | 916 | 1,150 | 1,372 | 1,618 | 1,903 |
| COUNTY-OTHER | 1,629 | 1,947 | 2,352 | 2,743 | 3,131 | 3,546 | 4,078 |
| IRRIGATION | 103 | 101 | 100 | 98 | 96 | 95 | 93 |
| LIVESTOCK | 835 | 835 | 835 | 835 | 835 | 835 | 835 |
| MANUFACTURING | 743 | 963 | 1,109 | 1,248 | 1,384 | 1,502 | 1,636 |
| MINING | 1,725 | 1,956 | 2,049 | 2,098 | 2,145 | 2,190 | 2,235 |
| STEAM-ELECTRIC | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Total Projected Demand (acft/yr)** | **9,158** | **10,665** | **12,190** | **13,659** | **15,093** | **16,625** | **18,483** |

## Northern Travis County

| WUG Name | 2000 | 2010 | 2020 | 2030 | 2040 | 2050 | 2060 |
|---|---|---|---|---|---|---|---|
| ANDERSON MILL MUD | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| AQUA WSC | 981 | 1088 | 1251 | 1390 | 1484 | 1582 | 1695 |
| AUSTIN | 72,041 | 85,603 | 104,600 | 122,118 | 137,412 | 153,023 | 167,064 |
| CEDAR PARK | 112 | 188 | 290 | 384 | 443 | 506 | 570 |

**Northern Travis (cont.)**

| WUG Name | 2000 | 2010 | 2020 | 2030 | 2040 | 2050 | 2060 |
|---|---|---|---|---|---|---|---|
| ELGIN | 6 | 9 | 14 | 18 | 21 | 24 | 27 |
| JONESTOWN | 245 | 280 | 329 | 372 | 400 | 429 | 463 |
| JONESTOWN WSC | 107 | 122 | 145 | 164 | 176 | 190 | 205 |
| LAGO VISTA | 1,494 | 2,006 | 2,698 | 3,340 | 3,733 | 4,161 | 4,602 |
| MANOR | 266 | 285 | 312 | 336 | 351 | 369 | 388 |
| MANVILLE WSC | 1,291 | 1,731 | 2,350 | 2,898 | 3,237 | 3,622 | 4,019 |
| NORTH AUSTIN MUD #1 | 112 | 109 | 107 | 106 | 103 | 102 | 102 |
| NORTH TRAVIS COUNTY MUD #5 | 314 | 514 | 792 | 1,045 | 1,196 | 1,366 | 1,540 |
| PFLUGERVILLE | 2,909 | 4,318 | 6,196 | 7,930 | 8,978 | 10,143 | 11,342 |
| RIVER PLACE ON LAKE AUSTIN | 919 | 1,470 | 1,723 | 1,723 | 1,717 | 1,717 | 1,717 |
| ROUND ROCK | 242 | 399 | 605 | 792 | 909 | 1,036 | 1,167 |
| WELLS BRANCH MUD | 1,527 | 1,508 | 1,490 | 1,472 | 1,444 | 1,435 | 1,435 |
| WILLIAMSON-TRAVIS COUNTY MUD #1 | 144 | 198 | 274 | 344 | 385 | 433 | 482 |
| WINDERMERE UTILITY COMPANY | 1,415 | 2,157 | 2,222 | 2,201 | 2,180 | 2,180 | 2,180 |
| COUNTY-OTHER | 4,832 | 3,674 | 3,022 | 2,495 | 1,846 | 1,293 | 1,340 |
| IRRIGATION | 685 | 631 | 579 | 533 | 490 | 451 | 415 |
| LIVESTOCK | 394 | 394 | 394 | 394 | 394 | 394 | 394 |
| MANUFACTURING | 9,060 | 12,881 | 15,845 | 21,564 | 28,270 | 32,314 | 36,205 |
| MINING | 720 | 857 | 923 | 967 | 1,010 | 1,053 | 1,084 |
| STEAM-ELECTRIC | 4,197 | 9,800 | 10,360 | 12,600 | 13,160 | 15,400 | 15,960 |
| **Total Projected Demand (acft/yr)** | **104,013** | **130,222** | **156,521** | **185,186** | **209,339** | **233,223** | **254,396** |

**Williamson County**

| WUG Name | 2000 | 2010 | 2020 | 2030 | 2040 | 2050 | 2060 |
|---|---|---|---|---|---|---|---|
| ANDERSON MILL MUD | 1,504 | 1,464 | 1,434 | 1,405 | 1,375 | 1,355 | 1,355 |
| AQUA WSC | 65 | 76 | 88 | 103 | 121 | 140 | 161 |
| AUSTIN | 2,315 | 3,993 | 5,964 | 8,286 | 10,786 | 13,479 | 16,338 |
| BARTLETT | 173 | 176 | 181 | 188 | 195 | 205 | 217 |

**Williamson County** (cont.)

| WUG Name | 2000 | 2010 | 2020 | 2030 | 2040 | 2050 | 2060 |
|---|---|---|---|---|---|---|---|
| BELL-MILAM FALLS WSC | 41 | 53 | 66 | 83 | 101 | 120 | 142 |
| BLOCKHOUSE MUD | 578 | 903 | 1,288 | 1,749 | 2,242 | 2,796 | 3,389 |
| BRUSHY CREEL MUD | 1,902 | 2,643 | 3,596 | 3,869 | 3,869 | 3,869 | 3,869 |
| CEDAR PARK | 5,286 | 10,744 | 14,886 | 20,708 | 25,883 | 31,068 | 37,892 |
| CHISHOLM TRAIL SUD | 1,380 | 3,025 | 4,595 | 6,473 | 8,619 | 10,954 | 13,335 |
| FERN BLUFF MUD | 745 | 1,339 | 2,049 | 2,882 | 3,805 | 4,810 | 5,888 |
| FLORENCE | 192 | 224 | 262 | 307 | 357 | 413 | 476 |
| GEORGETOWN | 6,127 | 8,610 | 11,619 | 15,141 | 19,003 | 23,293 | 27,895 |
| GRANGER | 178 | 185 | 196 | 209 | 222 | 240 | 262 |
| HUTTO | 176 | 247 | 335 | 439 | 551 | 677 | 812 |
| JARRELL-SCHWERTNER WSC | 567 | 769 | 1,017 | 1,306 | 1,614 | 1,965 | 2,342 |
| JONAH WATER SUD | 1,159 | 1,676 | 2,229 | 2,804 | 3,415 | 4,092 | 4,845 |
| LEANDER | 1,344 | 1,971 | 2,728 | 3,610 | 4,578 | 5,657 | 6,815 |
| LIBERTY HILL | 268 | 454 | 673 | 940 | 1,223 | 1,537 | 1,874 |
| MANVILLE WSC | 732 | 1,064 | 1,466 | 1,933 | 2,446 | 3,022 | 3,640 |
| NORTH AUSTIN MUD #1 | 1,007 | 983 | 968 | 952 | 928 | 920 | 920 |
| ROUND ROCK | 13,522 | 19,239 | 25,937 | 33,896 | 42,617 | 52,298 | 62,680 |
| SOUTHWEST MILAM WSC | 209 | 259 | 318 | 386 | 465 | 549 | 643 |
| TAYLOR | 2,281 | 2,522 | 2,839 | 3,208 | 3,622 | 4,093 | 4,625 |
| THRALL | 106 | 123 | 145 | 172 | 200 | 231 | 267 |
| WEIR | 101 | 156 | 223 | 301 | 386 | 480 | 581 |
| WELLS BRANCH MUD | 31 | 31 | 30 | 30 | 30 | 29 | 29 |
| WILLIAMSON-TRAVIS COUNTY MUD #1 | 510 | 770 | 1,085 | 1,462 | 1,865 | 2,320 | 2,807 |
| COUNTY-OTHER | 2,320 | 429 | 333 | 452 | 1,812 | 3,627 | 4,757 |
| COUNTY-OTHER (CITY OF AUSTIN) | 2,123 | 2,401 | 2,729 | 3,118 | 3,536 | 3,989 | 4,469 |
| IRRIGATION | 80 | 80 | 80 | 80 | 80 | 80 | 80 |
| IRRIGATION | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| LIVESTOCK | 1,344 | 1,344 | 1,344 | 1,344 | 1,344 | 1,344 | 1,344 |

**Williamson County** (cont.)

| WUG Name | 2000 | 2010 | 2020 | 2030 | 2040 | 2050 | 2060 |
|---|---|---|---|---|---|---|---|
| MANUFACTURING | 1,171 | 1,587 | 1,854 | 2,120 | 2,388 | 2,630 | 2,856 |
| MANUFACTURING | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MINING | 1,874 | 2,354 | 2,615 | 2,795 | 2,972 | 3,149 | 3,280 |
| MINING | 13 | 9 | 5 | 1 | 0 | 0 | 0 |
| STEAM-ELECTRIC | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Total Projected Demand (acft/yr)** | **51,424** | **71,903** | **95,177** | **122,752** | **152,650** | **185,431** | **220,885** |

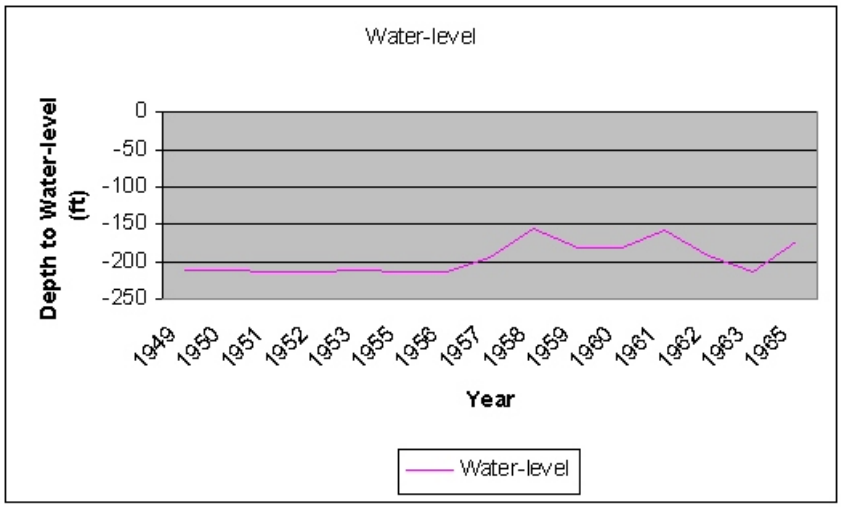
APPENDIX 5.

Selected Hydrographs

**Williamson County**
**Edwards Aquifer, Water-level fluctuations**
**SWN 54-42-602**

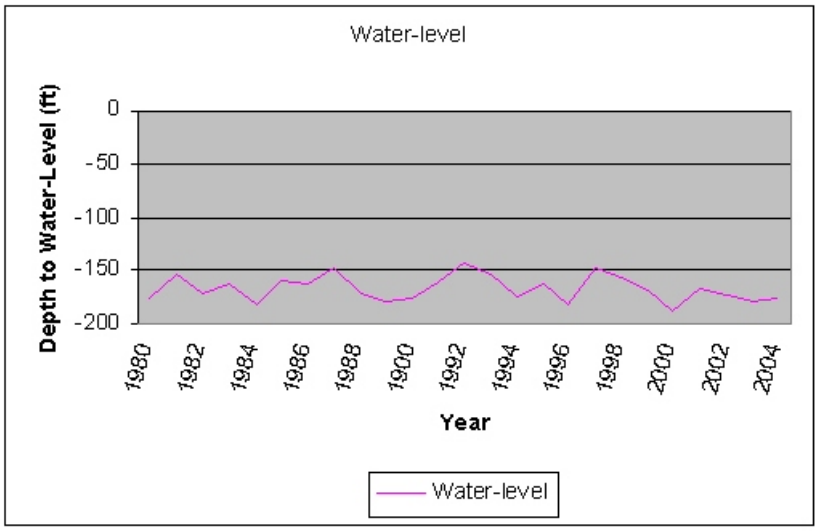
Well number 5842602

| Year | Water-level |
|---|---|
| 1949 | -212.42 |
| 1950 | -211.42 |
| 1951 | -213.45 |
| 1952 | -213.65 |
| 1953 | -211.86 |
| 1955 | -214.57 |
| 1956 | -215.01 |
| 1957 | -193.29 |
| 1958 | -156.45 |
| 1959 | -179.96 |
| 1960 | -180.62 |
| 1961 | -157.97 |
| 1962 | -191.81 |
| 1963 | -212.6 |
| 1964 | |
| 1965 | -172.16 |



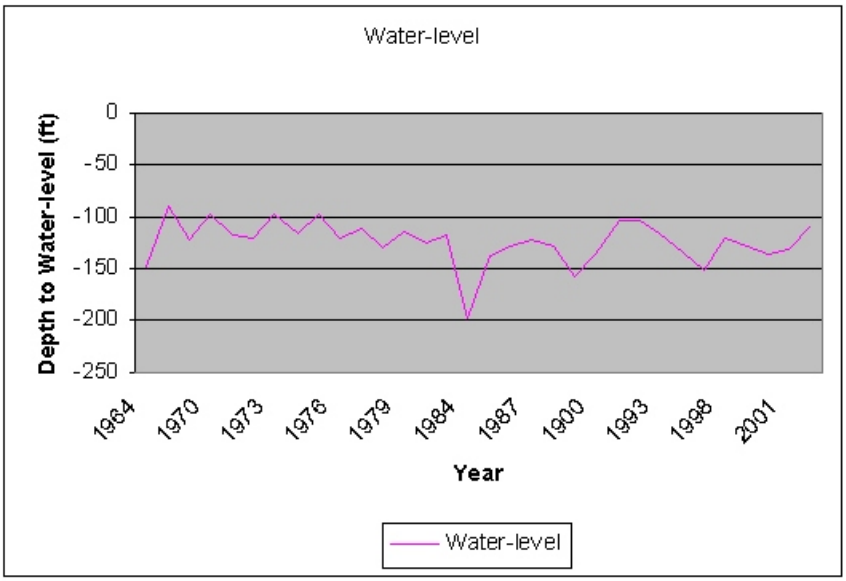
**Williamson County**
**Edwards Aquifer, Water-level fluctuations**
**SWN 58-27-305**

| Well no | 5827305 |
|---|---|
| Year | Water-level |
| 1980 | -177.55 |
| 1981 | -154.21 |
| 1982 | -170.41 |
| 1983 | -163.99 |
| 1984 | -182.47 |
| 1985 | -160.06 |
| 1986 | -163 |
| 1987 | -146.68 |
| 1988 | -171.64 |
| 1989 | -178.12 |
| 1990 | -176.43 |
| 1991 | -160.64 |
| 1992 | -143.69 |
| 1993 | -154.05 |
| 1994 | -175.42 |
| 1995 | -162.48 |
| 1996 | -181.68 |
| 1997 | -147.18 |
| 1998 | -157.79 |
| 1999 | -169.65 |
| 2000 | -188.29 |
| 2001 | -167.2 |
| 2002 | -173 |
| 2003 | -179.06 |
| 2004 | -177.22 |



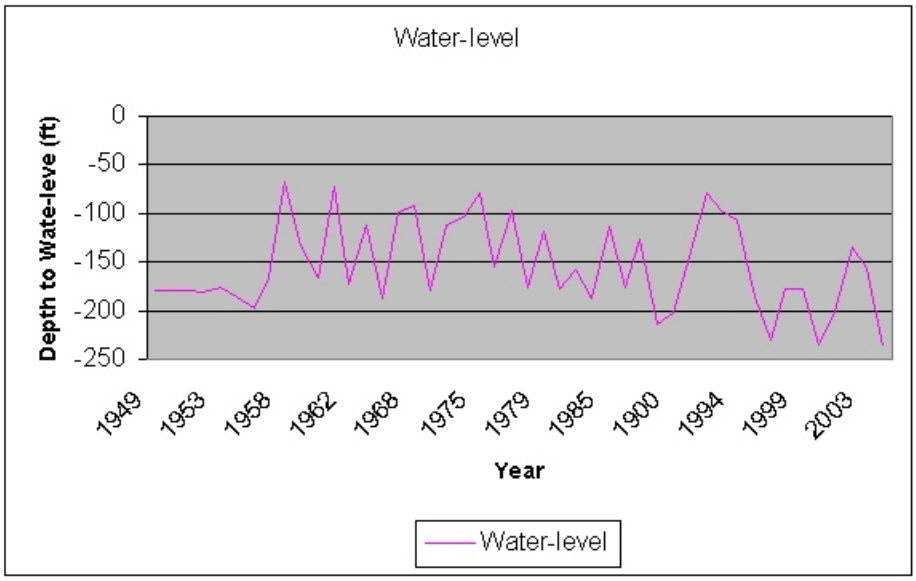
**Williamson County**
**Edwards Aquifer, Water-level fluctuations**
**SWN 58-35-204**

| Year | Water-level |
|---|---|
| 1964 | -147.8 |
| 1965 | |
| 1966 | |
| 1967 | |
| 1968 | -90.63 |
| 1969 | -122.15 |
| 1970 | -97.8 |
| 1971 | -117.54 |
| 1972 | -119.08 |
| 1973 | -97.6 |
| 1974 | -115.58 |
| 1975 | -97.25 |
| 1976 | -120.38 |
| 1977 | -111.7 |
| 1978 | -129.49 |
| 1979 | -113.25 |
| 1980 | -126.89 |
| 1981 | |
| 1982 | -118.75 |
| 1983 | |
| 1984 | -198.88 |
| 1985 | -137.51 |
| 1986 | -128.66 |
| 1987 | -121.1 |
| 1988 | -127 |
| 1989 | -157.2 |
| 1990 | -135.7 |
| 1991 | -103.4 |
| 1992 | -104.8 |
| 1993 | -115.5 |
| 1994 | -134.47 |
| 1995 | |
| 1996 | -151.55 |
| 1997 | |
| 1998 | -120.68 |
| 1999 | -127.15 |
| 2000 | -135.4 |
| 2001 | -131.45 |
| 2002 | -107.05 |
| 2003 | |
| 2004 | |



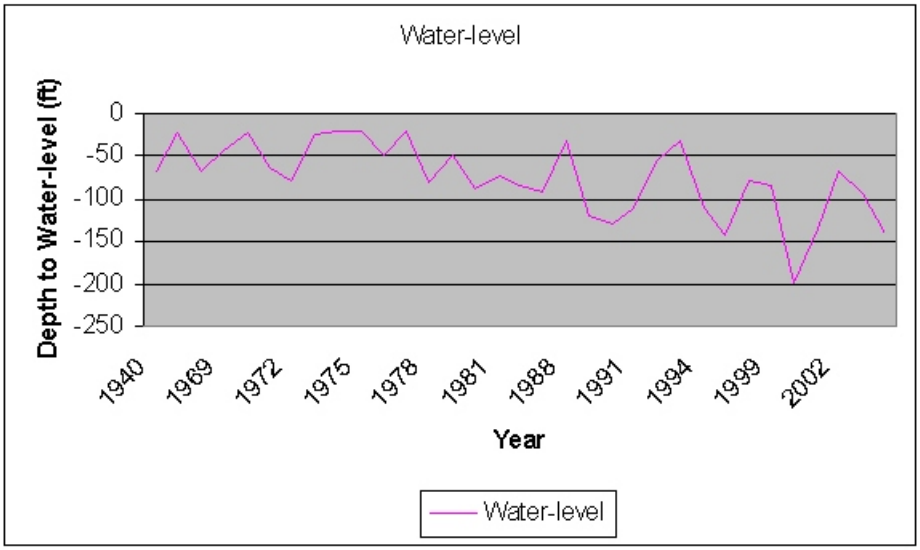
**Travis County**
**Edwards Aquifer, Water-level fluctuations**
**SWN 58-36-402**

| Year | Water-level |
|---|---|
| 1949 | -178.74 |
| 1950 | -180.45 |
| 1951 | -179.99 |
| 1952 | -181.61 |
| 1953 | -175.91 |
| 1955 | -185.74 |
| 1956 | -197.6 |
| 1957 | -165.96 |
| 1958 | -65.54 |
| 1959 | -133.5 |
| 1960 | -166.47 |
| 1961 | -73.64 |
| 1962 | -173.75 |
| 1963 | -111.7 |
| 1964 | -188.57 |
| 1965 | -98.56 |
| 1968 | -91.71 |
| 1972 | -179.56 |
| 1973 | -111.7 |
| 1974 | -102.6 |
| 1975 | -78 |
| 1976 | -153.66 |
| 1977 | -97.1 |
| 1978 | -174.94 |
| 1979 | -118.4 |
| 1980 | -177.35 |
| 1981 | -158.18 |
| 1984 | -187.09 |
| 1985 | -113.58 |
| 1986 | -175.38 |
| 1988 | -126.35 |
| 1989 | -212.8 |
| 1990 | -202 |
| 1991 | -145 |
| 1992 | -79.1 |
| 1993 | -96.5 |
| 1994 | -106.4 |
| 1995 | -186.1 |
| 1996 | -230.6 |
| 1997 | -177.8 |
| 1999 | -177.88 |
| 2000 | -236.1 |
| 2001 | -200.2 |
| 2002 | -134.69 |
| 2003 | -155.86 |
| 2004 | -237.93 |



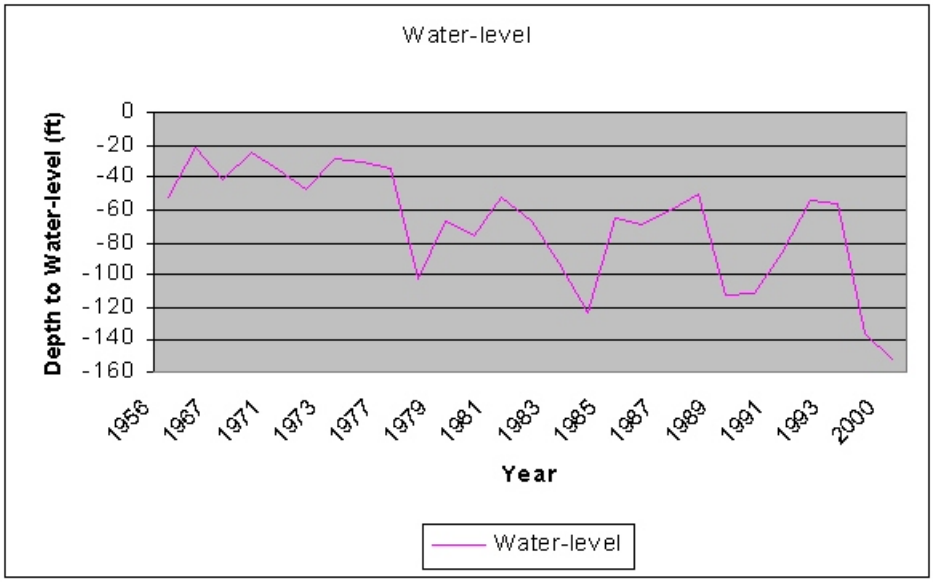
**Williamson County**
**Edwards Aquifer, Water-level fluctuations**
**SWN 58-28-601**

| Year | Water-level |
|---|---|
| 1940 | -65.51 |
| 1966 | -21.58 |
| 1967 | -67.11 |
| 1968 | |
| 1969 | -42.6 |
| 1970 | -22.16 |
| 1971 | -63.6 |
| 1972 | -77.57 |
| 1973 | -23.38 |
| 1974 | -19.38 |
| 1975 | -19.65 |
| 1976 | -48.33 |
| 1977 | -20.18 |
| 1978 | -81.05 |
| 1979 | -49.2 |
| 1980 | -89.35 |
| 1981 | -72.75 |
| 1982 | |
| 1983 | |
| 1984 | -82.78 |
| 1985 | |
| 1986 | |
| 1987 | -89.9 |
| 1988 | -32.76 |
| 1989 | -119.6 |
| 1990 | -130.2 |
| 1991 | -111.2 |
| 1992 | -55.1 |
| 1993 | -32.2 |
| 1994 | -110.87 |
| 1995 | |
| 1996 | -143.2 |
| 1997 | |
| 1998 | -77.4 |
| 1999 | -82.8 |
| 2000 | -197.7 |
| 2001 | -134.4 |
| 2002 | -67.22 |
| 2003 | -93.18 |
| 2004 | -138.6 |



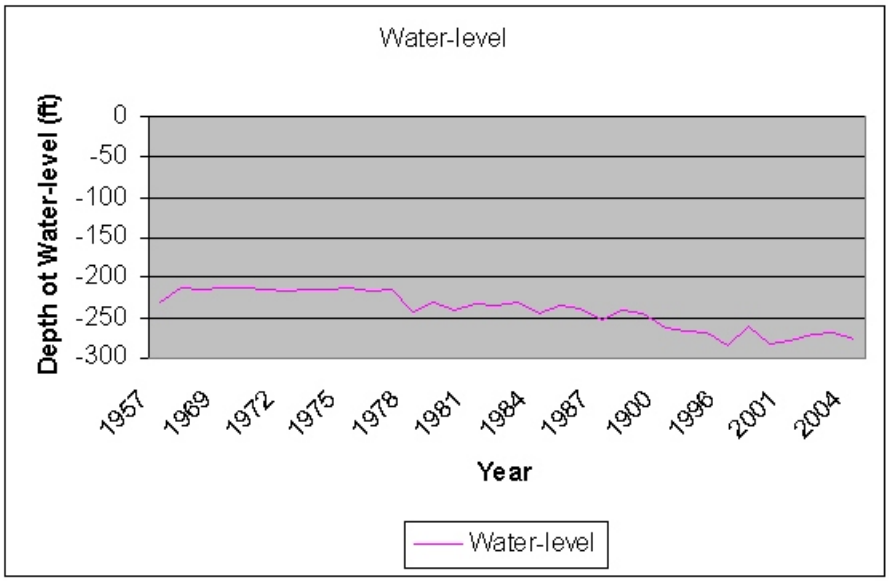
**Williamson County**
**Edwards Aquifer, Water-level fluctuations**
**SWN 58-27-902**

| Year | Water-level |
|---|---|
| 1956 | -52 |
| 1966 | -21.41 |
| 1967 | -41.31 |
| 1968 | |
| 1969 | -24.89 |
| 1970 | |
| 1971 | -36.35 |
| 1972 | -46.93 |
| 1973 | -28.4 |
| 1974 | -30.96 |
| 1975 | |
| 1976 | |
| 1977 | -34.72 |
| 1978 | -103.01 |
| 1979 | -66.31 |
| 1980 | -75.07 |
| 1981 | -52.4 |
| 1982 | -66.84 |
| 1983 | -92 |
| 1984 | -122.76 |
| 1985 | -65.82 |
| 1986 | -69.02 |
| 1987 | -60.44 |
| 1988 | -49.96 |
| 989 | -112.5 |
| 1990 | -111.9 |
| 1991 | -86.8 |
| 1992 | -54.2 |
| 1993 | -55.9 |
| 1994 | |
| 1995 | |
| 1996 | -136 |
| 1997 | |
| 1998 | |
| 1999 | |
| 2000 | -152.3 |
| 2001 | |
| 2002 | |
| 2003 | |
| 2004 | |



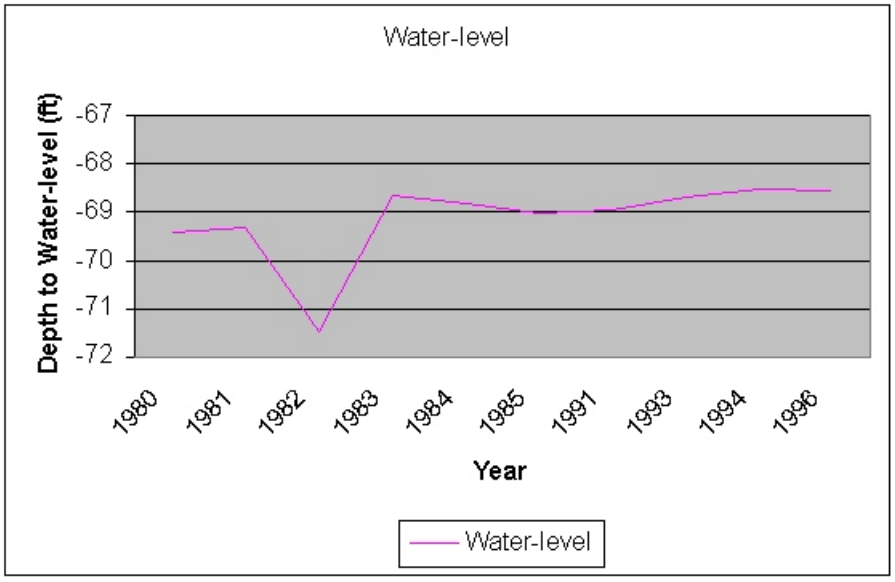
**Williamson County**
**Edwards Aquifer, Water-level fluctuations**
**SWN 58-20-102**

| Year | Water-level |
|---|---|
| 1957 | -230 |
| 1966 | -211.03 |
| 1967 | -215 |
| 1968 | |
| 1969 | -212.14 |
| 1970 | -212.3 |
| 1971 | -215.3 |
| 1972 | -217.18 |
| 1973 | -213.45 |
| 1974 | -214.35 |
| 1975 | -212.87 |
| 1976 | -216.45 |
| 1977 | -214.35 |
| 1978 | -242.76 |
| 1979 | -230.25 |
| 1980 | -241.64 |
| 1981 | -233.93 |
| 1982 | -236.6 |
| 1983 | -230.74 |
| 1984 | -244.94 |
| 1985 | -235.36 |
| 1986 | -238.07 |
| 1987 | -252.51 |
| 1988 | -240.36 |
| 1989 | -245.7 |
| 1990 | -262.6 |
| 1991 | -266.7 |
| 1992 | |
| 1993 | |
| 1994 | -268.9 |
| 1995 | |
| 1996 | -284.6 |
| 1997 | |
| 1998 | -261.15 |
| 1999 | -282.6 |
| 2000 | |
| 2001 | -278.6 |
| 2002 | -271.52 |
| 2003 | -267.8 |
| 2004 | -275.89 |



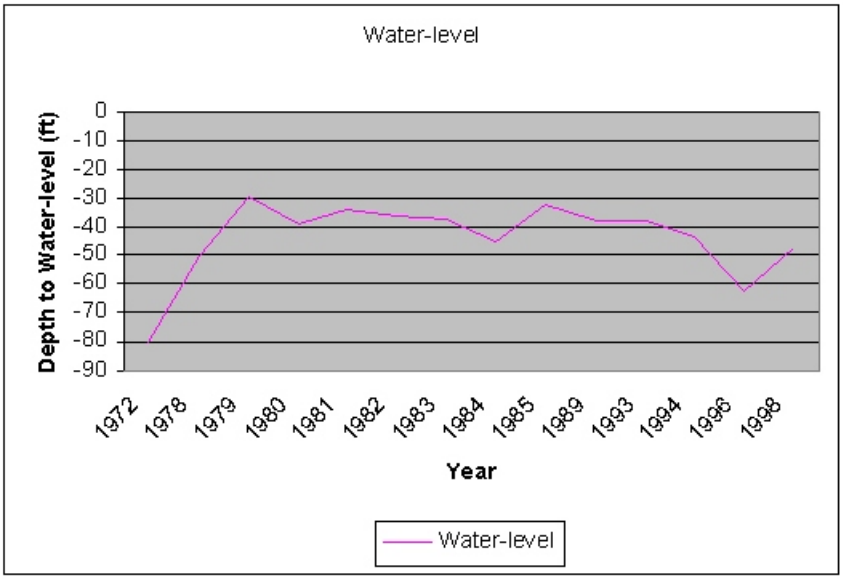
**Williamson County**
**Edwards Aquifer, Water-level fluctuations**
**SWN 58-27-103**

| Year | Water-level |
|---|---|
| 1980 | -69.43 |
| 1981 | -69.31 |
| 1982 | -71.5 |
| 1983 | -68.62 |
| 1984 | -68.8 |
| 1985 | -69.01 |
| 1986 | |
| 1987 | |
| 1988 | |
| 1989 | |
| 1990 | |
| 1991 | -68.96 |
| 1992 | |
| 1993 | -68.68 |
| 1994 | -68.51 |
| 1995 | |
| 1996 | -68.55 |
| 1997 | |
| 1998 | |
| 1999 | |
| 2000 | |
| 2001 | |
| 2002 | |
| 2003 | |
| 2004 | |



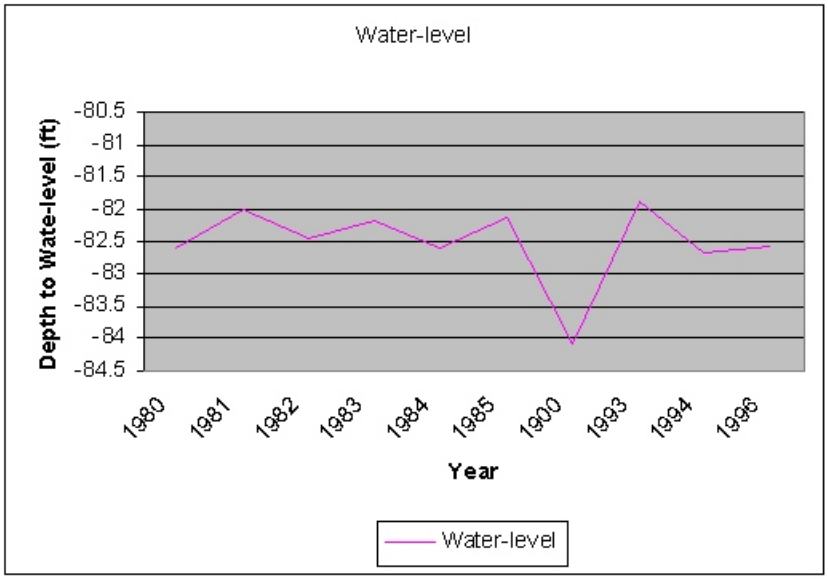
**Williamson County**
**Edwards Aquifer, Water-level fluctuations**
**SWN 58-19-303**

| Year | Water-level |
|---|---|
| 1972 | -80 |
| 1973 | |
| 1974 | |
| 1975 | |
| 1976 | |
| 1977 | |
| 1978 | -50.05 |
| 1979 | -29.26 |
| 1980 | -38.62 |
| 1981 | -33.92 |
| 1982 | -35.95 |
| 1983 | -37.09 |
| 1984 | -45.09 |
| 1985 | -32.68 |
| 1986 | |
| 1987 | |
| 1988 | |
| 1989 | -38.32 |
| 1990 | |
| 1991 | |
| 1992 | |
| 1993 | -38.11 |
| 1994 | -43 |
| 1995 | |
| 1996 | -62.66 |
| 1997 | |
| 1998 | -47.2 |
| 1999 | |
| 2000 | |
| 2001 | |
| 2002 | |
| 2003 | |
| 2004 | |



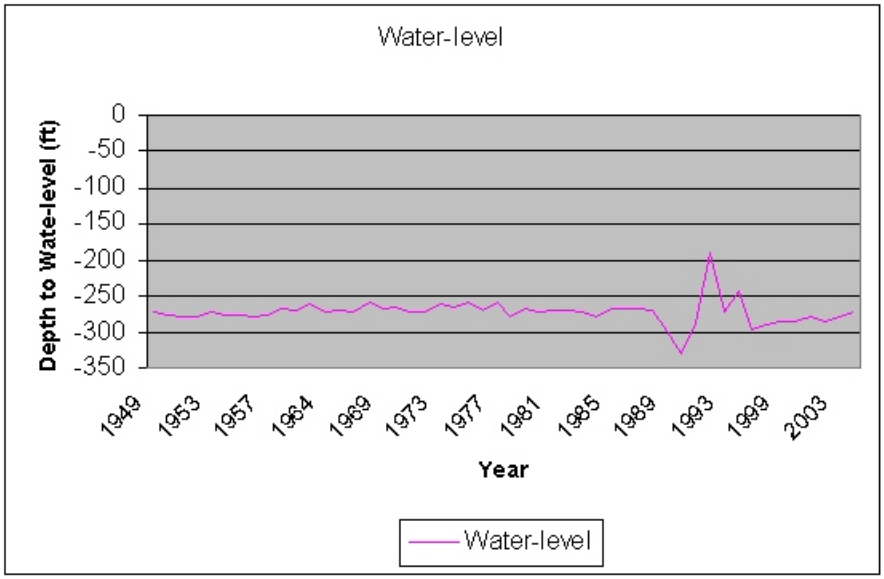
**Williamson County**
**Edwards Aquifer, Water-level fluctuations**
**SWN 58-27-217**

| Year | Water-level |
|---|---|
| 1980 | -82.62 |
| 1981 | -81.99 |
| 1982 | -82.45 |
| 1983 | -82.19 |
| 1984 | -82.6 |
| 1985 | -82.12 |
| 1986 | |
| 1987 | |
| 1988 | |
| 1989 | |
| 1990 | -84.1 |
| 1991 | |
| 1992 | |
| 1993 | -81.87 |
| 1994 | -82.67 |
| 1995 | |
| 1996 | -82.59 |
| 1997 | |
| 1998 | |
| 1999 | |
| 2000 | |
| 2001 | |
| 2002 | |
| 2003 | |
| 2004 | |



**Williamson County**
**Edwards Aquifer, Water-level fluctuations**
**SWN 58-12-405**

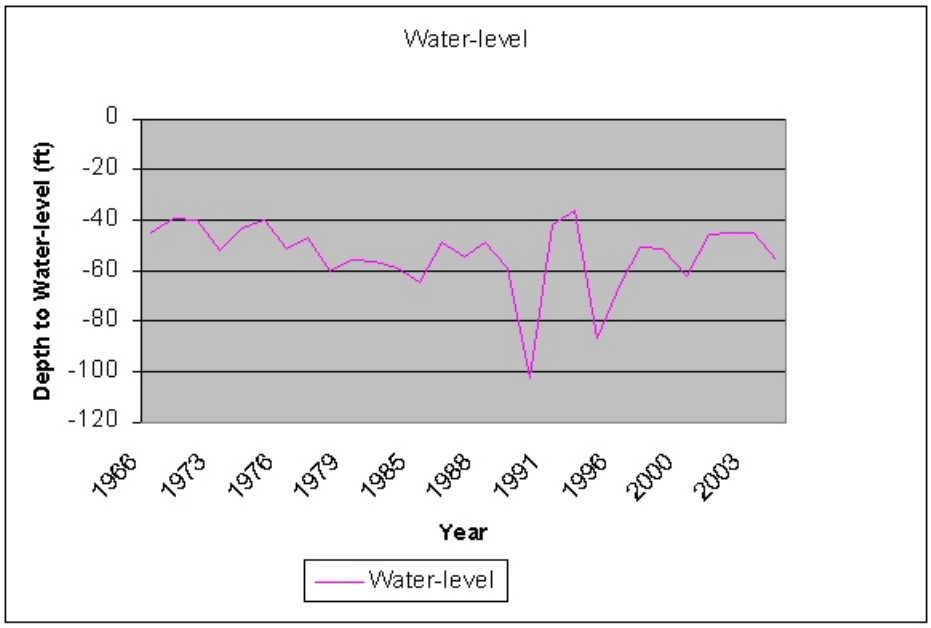
| Year | Water-level |
|---|---|
| 1949 | -273.33 |
| 1950 | -275.33 |
| 1951 | -278.73 |
| 1952 | -277.62 |
| 1953 | -272.9 |
| 1954 | -275.61 |
| 1955 | -276.5 |
| 1956 | -279.19 |
| 1957 | -275.75 |
| 1958 | -265.77 |
| 1959 | -269.69 |
| 1961 | -262.1 |
| 1964 | -273.07 |
| 1966 | -269.64 |
| 1967 | -273.44 |
| 1968 | -258.81 |
| 1969 | -266.31 |
| 1970 | -264.78 |
| 1971 | -271.28 |
| 1972 | -272.05 |
| 1973 | -260.12 |
| 1974 | -263.1 |
| 1975 | -257.95 |
| 1976 | -269.2 |
| 1977 | -257.8 |
| 1978 | -278.92 |
| 1979 | -267.39 |
| 1980 | -273.02 |
| 1981 | -270.7 |
| 1982 | -269.25 |
| 1983 | -271.31 |
| 1984 | -279.37 |
| 1985 | -267.51 |
| 1986 | -267.37 |
| 1987 | -268.17 |
| 1988 | -268.39 |
| 1989 | -299.6 |
| 1990 | -330 |
| 1991 | -287.6 |
| 1992 | -190.6 |
| 1993 | -271.6 |
| 1994 | -243.25 |
| 1996 | -296.55 |
| 1998 | -290 |
| 1999 | -282.6 |
| 2000 | -285.2 |
| 2001 | -277.1 |
| 2002 | -283.62 |
| 2003 | -278.4 |



2004 -273.57

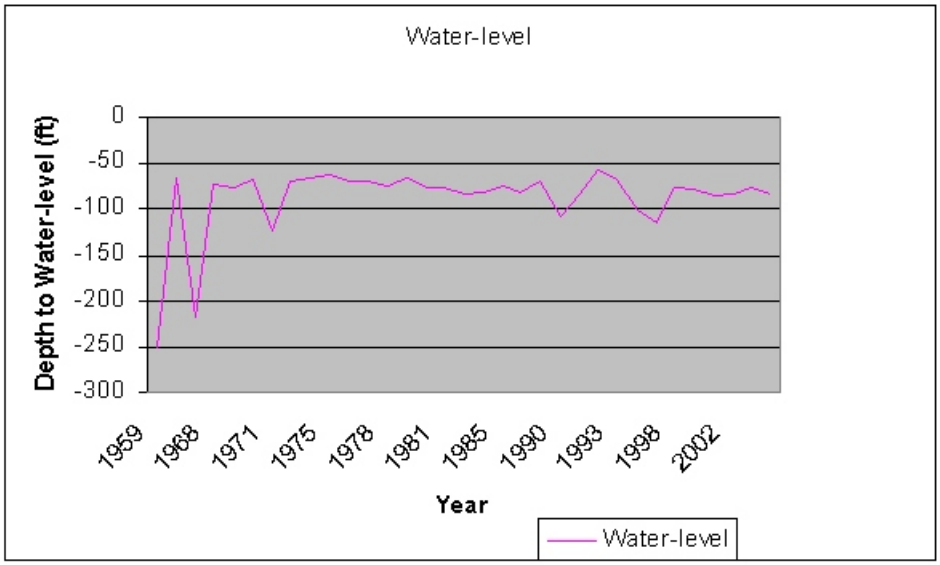
**Travis County**
**Trinity Aquifer, Water-level fluctuations**
**SWN 58-40-304**

| Year | Water-level |
|---|---|
| 1966 | -45 |
| 1967 | |
| 1968 | -39.22 |
| 1969 | |
| 1970 | -40.67 |
| 1971 | |
| 1972 | |
| 1973 | -52.62 |
| 1974 | -43.2 |
| 1975 | -40.44 |
| 1976 | -51.78 |
| 1977 | -47.09 |
| 1978 | -60.63 |
| 1979 | -55.5 |
| 1980 | |
| 1981 | |
| 1982 | |
| 1983 | -56.46 |
| 1984 | -59.09 |
| 1985 | -64.82 |
| 1986 | -49.33 |
| 1987 | -55 |
| 1988 | -48.95 |
| 1989 | -58.75 |
| 1990 | -102.5 |
| 1991 | -41.5 |
| 1992 | -36 |
| 1993 | |
| 1994 | -87.2 |
| 1995 | |
| 1996 | -64.59 |
| 1997 | -50.4 |
| 1998 | |
| 1999 | -51.65 |
| 2000 | -62.2 |
| 2001 | -46.25 |
| 2002 | -45.29 |
| 2003 | -45.17 |
| 2004 | -55.62 |



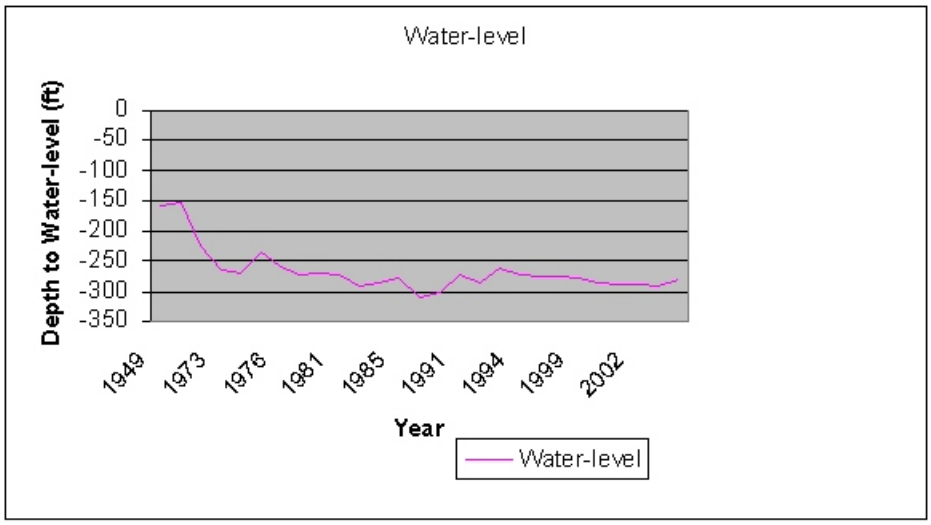
**Travis County**
**Trinity Aquifer, Water-level fluctuations**
**SWN 58-34-603**

| Year | Water-level |
|---|---|
| 1959 | -250 |
| 1960 | -65 |
| 1966 | |
| 1967 | -219.3 |
| 1968 | -71.4 |
| 1969 | -77 |
| 1970 | -67.8 |
| 1971 | -124.79 |
| 1972 | |
| 1973 | -69.82 |
| 1974 | -65.03 |
| 1975 | -62.12 |
| 1976 | -69.55 |
| 1977 | -70.7 |
| 1978 | -75.1 |
| 1979 | -66.4 |
| 1980 | -77.08 |
| 1981 | -76.66 |
| 1982 | |
| 1983 | -84.12 |
| 1984 | -81.16 |
| 1985 | -73.9 |
| 1986 | -81.11 |
| 1987 | |
| 1988 | -70.18 |
| 1989 | |
| 1990 | -108 |
| 1991 | -82.5 |
| 1992 | -57.5 |
| 1993 | -68 |
| 1994 | -101.35 |
| 1995 | |
| 1996 | -114.79 |
| 1997 | |
| 1998 | -76.45 |
| 1999 | -78.47 |
| 2000 | |
| 2001 | -86.3 |
| 2002 | -83.39 |
| 2003 | -75.85 |
| 2004 | -83.78 |



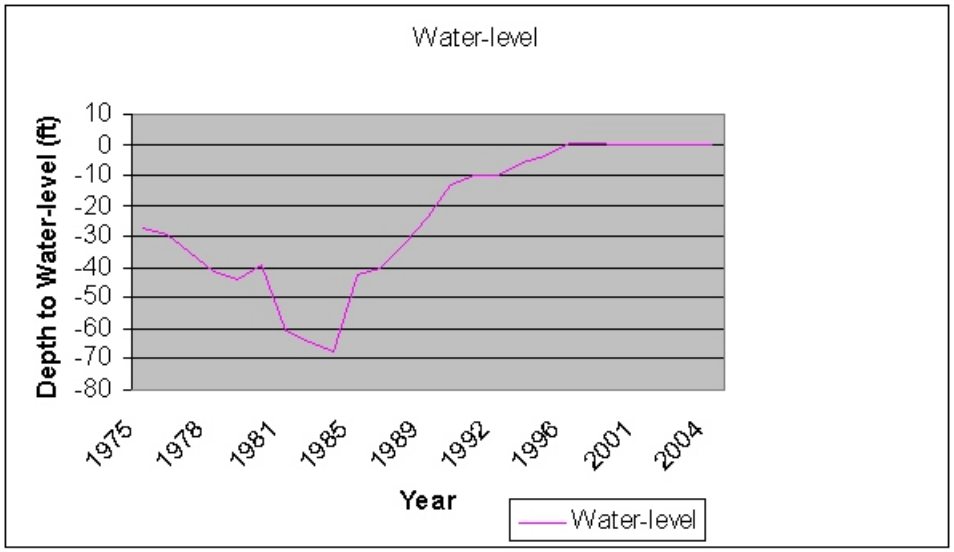
**Travis County**
**Trinity Aquifer, Water-level fluctuations**
**SWN 58-42-502**

| Year | Water-level |
|---|---|
| 1949 | -158 |
| 1950 | -152 |
| 1966 | -223.44 |
| 1967 | |
| 1968 | |
| 1969 | |
| 1970 | |
| 1971 | |
| 1972 | |
| 1973 | -265.8 |
| 1974 | -268.32 |
| 1975 | -235.65 |
| 1976 | -259 |
| 1977 | |
| 1978 | |
| 1979 | -272.1 |
| 1980 | -267.78 |
| 1981 | -273.16 |
| 1982 | |
| 1983 | -291.7 |
| 1984 | -284.93 |
| 1985 | -277.3 |
| 1986 | -311.72 |
| 1987 | -302.9 |
| 1988 | |
| 1989 | |
| 1990 | |
| 1991 | -273.5 |
| 1992 | -286.5 |
| 1993 | -261.6 |
| 1994 | -271.3 |
| 1995 | |
| 1996 | -275.15 |
| 1997 | -275.6 |
| 1998 | |
| 1999 | -277.89 |
| 2000 | -286.1 |
| 2001 | -289.5 |
| 2002 | -287.18 |
| 2003 | -290.85 |
| 2004 | -281.34 |



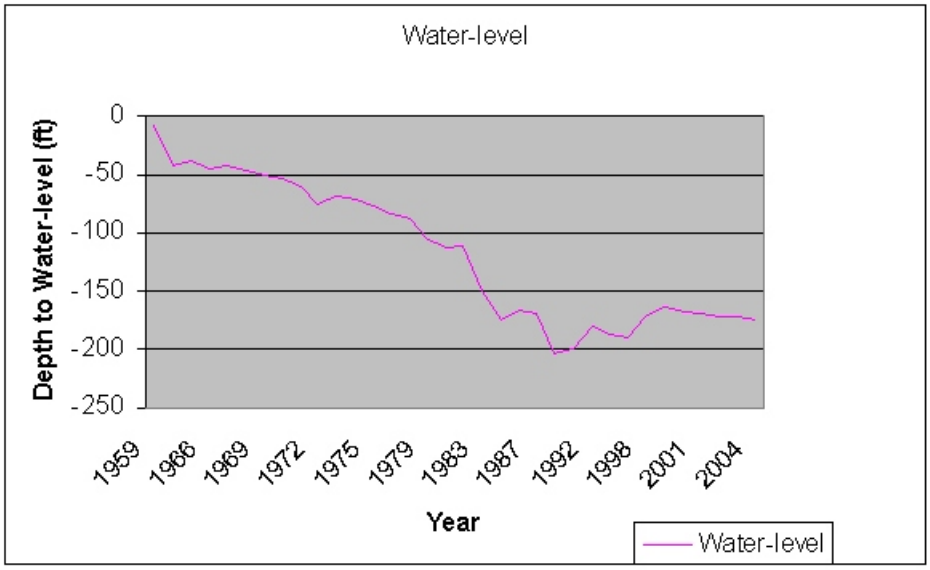
**Travis County**
**Trinity Aquifer, Water-level fluctuations**
**SWN 58-44-201**

| Year | Water-level |
|---|---|
| 1975 | -27.1 |
| 1976 | -29.12 |
| 1977 | -35.1 |
| 1978 | -41.55 |
| 1979 | -43.79 |
| 1980 | -39.5 |
| 1981 | -60.67 |
| 1982 | |
| 1983 | -64.89 |
| 1984 | -67.69 |
| 1985 | -42.7 |
| 1986 | -40.13 |
| 1987 | |
| 1988 | -32.12 |
| 1989 | -23.6 |
| 1990 | -13.2 |
| 1991 | -10 |
| 1992 | -9.9 |
| 1993 | -6.3 |
| 1994 | -3.68 |
| 1995 | |
| 1996 | 0.1 |
| 1997 | 0.1 |
| 1998 | |
| 1999 | 0 |
| 2000 | |
| 2001 | 0 |
| 2002 | 0 |
| 2003 | 0 |
| 2004 | 0 |



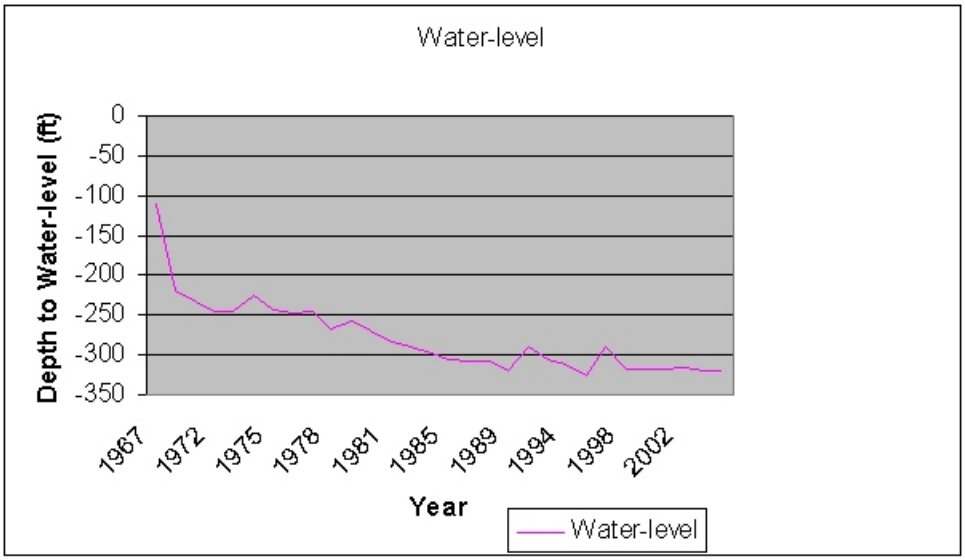
**Williamson County**
**Trinity Aquifer, Water-level fluctuations**
**SWN 58-29-603**

| Year | Water-level |
|---|---|
| 1959 | -7 |
| 1964 | -43.5 |
| 1965 | -37.9 |
| 1966 | -44.85 |
| 1967 | -42.3 |
| 1968 | -45.95 |
| 1969 | -49.49 |
| 1970 | -54.27 |
| 1971 | -61.1 |
| 1972 | -75.5 |
| 1973 | -68.04 |
| 1974 | -72.02 |
| 1975 | -76.93 |
| 1976 | -84.3 |
| 1977 | -87.89 |
| 1978 | |
| 1979 | -105.6 |
| 1980 | -111.82 |
| 1981 | -110.43 |
| 1982 | |
| 1983 | -149.7 |
| 1984 | -174.32 |
| 1985 | |
| 1986 | -165.88 |
| 1987 | -170.04 |
| 1988 | |
| 1989 | |
| 1990 | -203.7 |
| 1991 | -199.2 |
| 1992 | -179.65 |
| 1993 | |
| 1994 | -186.92 |
| 1995 | |
| 1996 | -189.73 |
| 1997 | |
| 1998 | -172.26 |
| 1999 | -164.06 |
| 2000 | -167.35 |
| 2001 | -170.01 |
| 2002 | -171.45 |
| 2003 | -172.28 |
| 2004 | -174.28 |



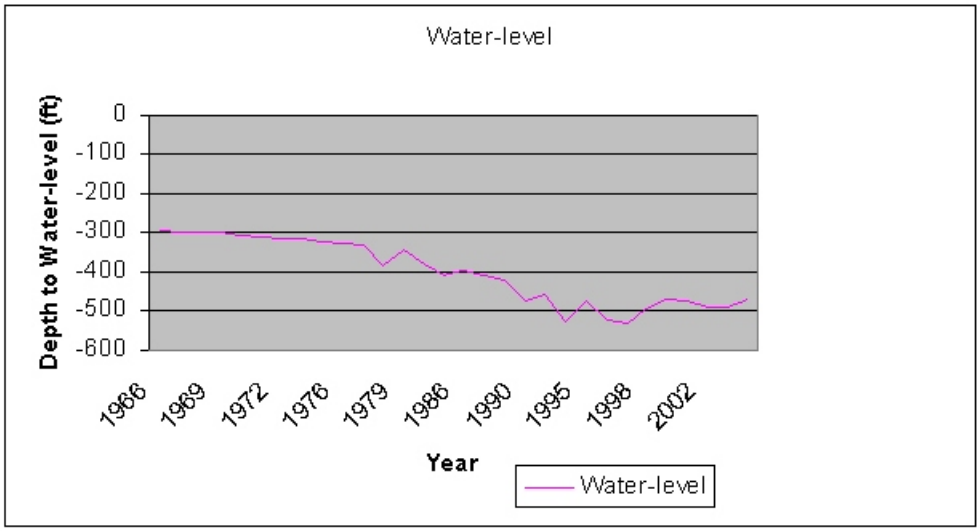
**Williamson County**
**Trinity Aquifer, Water-level fluctuations**
**SWN 58-17-902**

| Year | Water-level |
|---|---|
| 1967 | -110 |
| 1968 | |
| 1969 | |
| 1970 | -220.4 |
| 1971 | -232.15 |
| 1972 | -244.63 |
| 1973 | -244.2 |
| 1974 | -223.85 |
| 1975 | -242.85 |
| 1976 | -248.15 |
| 1977 | -245.72 |
| 1978 | -268.1 |
| 1979 | -256.75 |
| 1980 | -269.15 |
| 1981 | -281.85 |
| 1982 | |
| 1983 | -288.85 |
| 1984 | -298.37 |
| 1985 | -306 |
| 1986 | -307.85 |
| 1987 | -307.68 |
| 1988 | |
| 1989 | -321.2 |
| 1990 | |
| 1991 | |
| 1992 | -290.55 |
| 1993 | -306 |
| 1994 | -313.42 |
| 1995 | |
| 1996 | -323.83 |
| 1997 | -288.78 |
| 1998 | -317.3 |
| 1999 | -318.17 |
| 2000 | |
| 2001 | -316.75 |
| 2002 | -315.75 |
| 2003 | -321.15 |
| 2004 | -318.88 |



**Williamson County**
**Trinity Aquifer, Water-level fluctuations**
**SWN 58-10-303**

| Year | Water-level |
|---|---|
| 1966 | -292.61 |
| 1967 | -302.38 |
| 1968 | -301.76 |
| 1969 | -302.01 |
| 1970 | -304.44 |
| 1971 | -312.47 |
| 1972 | -313.85 |
| 1973 | -317.25 |
| 1974 | -321.01 |
| 1975 | |
| 1976 | |
| 1977 | -329.25 |
| 1978 | -383.5 |
| 1979 | -341.41 |
| 1980 | |
| 1981 | -376.42 |
| 1982 | |
| 1983 | |
| 1984 | -410.05 |
| 1985 | |
| 1986 | -393.47 |
| 1987 | -409.2 |
| 1988 | -423.06 |
| 1989 | |
| 1990 | -471.57 |
| 1991 | |
| 1992 | -455.4 |
| 1993 | |
| 1994 | -527 |
| 1995 | -473.88 |
| 1996 | -522.4 |
| 1997 | -531.65 |
| 1998 | -497 |
| 1999 | -469 |
| 2000 | |
| 2001 | -474 |
| 2002 | -492 |
| 2003 | -492 |
| 2004 | -470 |



**What is a Priority Groundwater Management Area (PGMA)?**

To enable effective management of the state's groundwater resources in areas where critical groundwater problems exist or may exist in the future, the Legislature has authorized the Texas Commission on Environmental Quality (TCEQ or Commission), the Texas Water Development Board (TWDB), and the Texas Parks and Wildlife Department (TPWD) to study, identify, and delineate priority groundwater management areas (PGMAs), and initiate the creation of groundwater conservation districts (GCDs or districts) within those areas, if necessary. "Critical groundwater problems" are defined as shortages of surface water or groundwater, land subsidence resulting from withdrawal of groundwater, or contamination of groundwater.

The PGMA process provided in Chapter 35 of the Texas Water Code is implemented by TCEQ rules that outline procedures for the designation of PGMAs and address issues related to the creation of GCDs in areas which have been designated as PGMAs. These TCEQ rules are contained in Chapters 293 and 294 of Title 30, Texas Administrative Code.

Eighteen PGMA studies and five PGMA update studies have been completed to date. Eight PGMAs have been designated – three by TCEQ rules under previous statutory provisions and five by Commission Order. The study areas that have been designated as PGMAs include: (1) parts of Reagan, Upton, and Midland counties; (2) all of Swisher and parts of Briscoe and Hale counties; (3) part of Dallam County; (4) part of El Paso County; (5) all of Bandera, Blanco, Gillespie, Kendall, and Kerr and parts of Bexar, Comal, Hays, and Travis counties (Hill Country area); (6) Northern Bexar County; (7) all of Bosque, Coryell, Hill, McLennan, and Somervell counties; and, (8) all of Collin, Cooke, Dallas, Denton, Ellis, Fannin, Grayson, Hood, Johnson, Montague, Parker, Tarrant, and Wise counties.

Locally-initiated GCD creation, or addition of territory to an existing district, has occurred in five of the PGMAs designated before September 1, 2001. However, areas remain in some PGMAs that have not yet established a GCD. Successful district creation has not occurred in the designated parts of Dallas, Midland, and Upton counties. Local and legislative actions or TCEQ administrative actions to establish GCDs are still authorized in all or part of those three counties.

For reports, maps, and additional information related to the on-going PGMA process in the state, go to TCEQ's PGMA webpage at https://www.tceq.texas.gov/groundwater/groundwater-planning-assessment/pgma.html and the Texas A&M AgriLife Extension Service's *Priority Groundwater Management Areas: Overview and Frequently Asked Questions* (publication B-6191) at https://agrilifelearn.tamu.edu/s/.

For additional Frequently Asked Questions (FAQs) related to groundwater quantity, groundwater quality, septic systems, water wells, administrative entities, and publications, visit the Texas Groundwater Protection Committee's FAQ webpage at https://tgpc.texas.gov/frequently-asked-questions-faqs/.

**AGENDA ITEM NO. 11**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** November 21, 2024

**SUBMITTED BY:** Eric DeLaCruz, Finance

**SUBJECT:** Discussion, consideration, and possible action regarding the execution of a contract for RFQ 24-05 for a Feasibility Study for New City Hall and Library, with Parkhill; and authorizing the City Manager to execute an agreement for such services (Awarded July 18, 2024, City Council Meeting).

**BACKGROUND:** On January 10, 2024, a meeting was held to address inquiries from firms interested in bidding on RFQ 24-05 (Feasibility Study for City Hall and the Library). Bid packets were due by January 18, 2024. The City Council initially reviewed the contract award on March 7, 2024, choosing to table the decision for 120 days. The topic was revisited on July 18, 2024, and the Council awarded the contract to Parkhill, with the stipulation that the contract amount would be reviewed by the Council at a later date. On October 3, 2024 that contract was re-visited and was asked to try and negotiate price and scope to a lower price.

**FINDINGS:** Staff recently met with a representative from Parkhill to discuss the City's needs and the timing for a potential General Obligation bond for Lago Vista. Based on these discussions, both staff and Parkhill agree that the scope outlined in the agreement is adequate to assess future growth and determine the requirements for a new City Hall and Library facility.

**FINANCIAL IMPACT:** The Feasibility Study is budgeted in the 2024-2025 budget.

**ATTACHMENTS:**
Agreement_Parkhill_Lago Vista_City Hall and Library Study_2024-10-23_rev2.pdf
Parkhill Proposal Lago Vista City Hall and Library.pdf

Parkhill

October 23, 2024 (Rev. 2)

Mr. Eric De La Cruz
Procurement Manager
City of Lago Vista

RE: **Agreement for Professional Services – City Hall Feasibility Study**
5803 Thunderbird Street, Lago Vista, TX 78645

Dear Mr. De La Cruz:

Parkhill (A/E) is pleased to have the opportunity to provide this agreement for Architectural and Engineering Services to City of Lago Vista (CLIENT) for the City Hall Feasibility Study (Project). The following outlines our understanding of the project scope and how we propose to provide services for these tasks.

| PROJECT INFORMATION | |
|---|---|
| Description | Project consists of a feasibility study for a new city hall including professional architectural and engineering services. |
| Site Location | Two (2) potential sites will be studied for possible selection for the new facility. Refer to *Exhibit D – Site Location Map*. |
| Project Scope | New City Hall including administration offices, council chambers, and training/event spaces, including associated site development & parking. |
| Project Budget | To Be Determined |

## SCOPE OF SERVICES

Parkhill proposes to provide professional architecture and engineering services for the Project as detailed in *Exhibit A – Scope and Fees*.

## SCHEDULE

Total duration of Services is anticipated to be 4-6 months.

## COMPENSATION

Our fees for the Scope of Services are described in *Exhibit A – Scope and Fees* and will be based on a lump sum compensation. The fee will be invoiced monthly based on the percentage of work completed.

Parkhill will complete work on a task by task basis, and only proceed with work on each task following written notice to proceed by Client.

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling and include, but are not limited to, travel and travel-related subsistence, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents, and reports.

If this agreement meets your expectations, you may indicate your acceptance by returning one signed copy to our office. We will not proceed until an Agreement has been executed by both parties.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

**PARKHILL**

By_____
Michael Howard, AIA, AICP
Principal

**CITY OF LAGO VISTA (CLIENT)**

Accepted By:_____

Title:_____

Date:_____

Enclosures: Exhibit A – Scope and Fees
Exhibit B – Hourly Rates
Exhibit C – Standard Conditions
Exhibit D – Site Location Map

*"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas."*

## EXHIBIT A – SCOPE AND FEES

Parkhill proposes to provide the following professional architecture and engineering services for the Project's Scope of Services.

### TASK 1 | Feasibility Study

| | # of Meetings | Totals |
|---|---|---|
| **Task 1A: Facility Condition Assessment** | | |
| a. Conduct on-site verification of existing conditions related to MEP, structural, and architectural systems including building code and ADA compliance | | $ 10,778 |
| b. Analyze data on the age and condition of systems at each facility to determine deferred maintenance and current renewal needs with associated costs; calculate a facility condition index to recommend renovation or replacement | | $ 12,597 |
| ***Deliverables: facility condition assessment summary presentation*** | | |
| | ***Subtotal*** | **$ 23,375** |
| **Task 1B: Space Programming** | | |
| b. Review owner provided programming data which may include interviews with stakeholders/department leads utilizing questionnaires to determine the spatial requirements for staffing, equipment, and storage and assess the functional adequacy of existing spaces based on size, location, and spatial adjacency | 1 | $ 15,698 |
| C. Prepare and present an architectural space program outlining spatial requirements for each department | 1 | $ 13,490 |
| ***Deliverables: architectural space program*** | | |
| | ***Subtotal*** | **$ 29,188** |
| **Task 1C: Site Evaluation & Design Precedent Study** | | |
| a. Collect and analyze owner provided data for the proposed site locations, up to two (2). Anaylsis may include evaluation for site utilities, drainage and vehicular ingress/egress. | 1 | $ 9,803 |
| b. Faciliate design workshop to review historical design context & precedents for the architectural character as well as establish design vocabulary for future planning. | | $ 8,540 |
| ***Deliverables: site evaluation summary; digital collaboration board*** | | |
| | ***Subtotal*** | **$ 18,343** |
| **Task 1D: Master Planning & Conceptual Design** | | |
| a. Develop a site master plan utilizing blocking diagrams demonstrating a site fit test and illustrating future build-out, up to two (2) sites. | 2 | $ 15,608 |
| b. Create Concept Design(s) diagrams illustrating overall site, building layout and 3-D massing for each concept (up to 3 concepts) for each site. | 2 | $ 19,510 |
| c. Prepare opinions of probable cost including construction and other soft costs as preliminary project budgets for proposed capital improvements. | 1 | $ 5,853 |
| Summary presentation report documenting recommendations of the Study including space programming, site evaluation, conceptual drawings, and opinions of probable cost. | | $ 4,680 |
| ***Deliverables: site master plans; conceptual design drawings; summary presentation/report*** | | |
| | ***Subtotal*** | **$ 45,651** |
| | ***Labor Subtotal*** | **$ 116,557** |
| | ***Expenses Subtotal*** | **$ 2,914** |
| | **Total Fee** | **$ 119,471** |

**SERVICES BY CLIENT**

- Access to Site
- Existing facility floor plans and site plans

**EXCLUDED SERVICES**

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Surveys
- Geotechnical Reports
- Off-site Utility Design
- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Full-time Construction Observation Services
- Preparation of Construction Documents for more than one bid package
- Phased Construction
- Fast-track Construction
- Construction Material Testing
- Texas Department of Health Demolition Notification
- Commissioning and Special Inspections
- Traffic Impact Analysis
- Furniture, Fixtures, and Equipment Planning and Documentation
- Structured-Slab Foundation Design

**END OF SCOPE OF SERVICES**

## EXHIBIT B – HOURLY RATES

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **SUPPORT STAFF I** | $75.00 |
| **SUPPORT STAFF II** | $88.00 |
| **SUPPORT STAFF III** | $120.00 |
| **SUPPORT STAFF IV** | $129.00 |
| **SUPPORT STAFF V** | $143.00 |
| **SUPPORT STAFF VI** | $154.00 |
| **PROFESSIONAL LEVEL I** | |
| Architect | $151.00 |
| Civil Engineer | $165.00 |
| Electrical Engineer | $168.00 |
| Interior Designer | $144.00 |
| Landscape Architect | $144.00 |
| Mechanical Engineer | $158.00 |
| Structural Engineer | $158.00 |
| Survey Tech | $134.00 |
| Other Professional | $141.00 |
| **PROFESSIONAL LEVEL II** | |
| Architect | $163.00 |
| Civil Engineer | $184.00 |
| Electrical Engineer | $190.00 |
| Interior Designer | $151.00 |
| Landscape Architect | $151.00 |
| Mechanical Engineer | $181.00 |
| Structural Engineer | $179.00 |
| Survey Tech | $146.00 |
| Other Professional | $148.00 |

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **PROFESSIONAL LEVEL III** | |
| Architect | $186.00 |
| Civil Engineer | $227.00 |
| Electrical Engineer | $222.00 |
| Interior Designer | $166.00 |
| Landscape Architect | $179.00 |
| Mechanical Engineer | $211.00 |
| Structural Engineer | $219.00 |
| Survey Tech | $170.00 |
| Other Professional | $163.00 |
| **PROFESSIONAL LEVEL IV** | |
| Architect | $226.00 |
| Civil Engineer | $265.00 |
| Electrical Engineer | $260.00 |
| Interior Designer | $181.00 |
| Landscape Architect | $194.00 |
| Mechanical Engineer | $248.00 |
| Structural Engineer | $253.00 |
| Survey Tech | $207.00 |
| Other Professional | $193.00 |
| **PROFESSIONAL LEVEL V** | |
| Architect | $275.00 |
| Civil Engineer | $319.00 |
| Electrical Engineer | $317.00 |
| Interior Designer | $218.00 |
| Landscape Architect | $236.00 |
| Mechanical Engineer | $302.00 |
| Structural Engineer | $305.00 |
| Professional Land Surveyor | $240.00 |
| Other Professional | $215.00 |

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **PROFESSIONAL LEVEL VI** | |
| Architect | $305.00 |
| Civil Engineer | $344.00 |
| Electrical Engineer | $358.00 |
| Interior Designer | $264.00 |
| Landscape Architect | $285.00 |
| Mechanical Engineer | $343.00 |
| Structural Engineer | $329.00 |
| Professional Land Surveyor | $266.00 |
| Other Professional | $259.00 |
| **PROFESSIONAL LEVEL VII** | |
| Architect | $392.00 |
| Civil Engineer | $410.00 |
| Electrical Engineer | $410.00 |
| Interior Designer | $295.00 |
| Landscape Architect | $392.00 |
| Mechanical Engineer | $392.00 |
| Structural Engineer | $410.00 |
| Professional Land Surveyor | $319.00 |
| Other Professional | $392.00 |

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.

**EXHIBIT C – STANDARD CONDITIONS**

**STANDARD CONDITIONS: CLIENT and A/E agree to and accept the following terms and conditions pursuant to and as a part of the parties' Agreement for Professional Services:**

**ARTICLE 1. INVOICING AND SERVICES**

1.1 INVOICING

Payments for services rendered by A/E or for other fees or expenses required by this Agreement are due and payable, and the parties reserve all rights pursuant to Texas Government Code, Chapter 2251, commonly referred to as the Texas Prompt Payment Act. In addition, A/E and CLIENT shall be entitled to any other legal and equitable remedies allowed by applicable law.

1.2 SERVICES DURING CONSTRUCTION

Except as expressly stated in the Scope of Work, A/E shall not, and shall not be responsible to supervise, direct or have control over the Work of CLIENT's or Property Owner's contractors, subcontractors or other service or material providers, including any designated general contractor of CLIENT or Property Owner or any subcontractors thereof (generally and collectively referred to as the "Contractors") nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractors nor for the Contractors' safety precautions or programs in connection with the Work. These above rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except where prohibited by applicable law, A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

As used in these Standard Conditions, the term "Contract Documents" refers to the construction plans, specifications, work schedules, work conditions and other matters between CLIENT and/or the Property Owner and their respective Contractors for the build-out or construction services relating to the Project.

A/E shall not be required to sign any document, no matter by whom requested, that would result in A/E having to certify, guarantee, or warrant the existence of conditions whose existence A/E cannot reasonably ascertain. CLIENT agrees not to make resolution of any dispute with A/E or payment of any amount due to A/E contingent upon A/E signing any such document.

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, CLIENT understands that A/E has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors' methods of pricing, and that A/E's estimates or opinions of probable construction costs are made on the basis of A/E's professional judgment and experience. A/E makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from A/E's estimates or opinions of probable construction cost.

1.4 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that A/E's scope of services does not include any services related to the presence of any hazardous or toxic materials. If A/E or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to A/E that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of A/E's services, A/E may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or Contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

1.5 ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act, as amended (ADA), and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CLIENT further acknowledges that the ADA is a Civil Rights law and not a building code, and does not use prescriptive language. A/E, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. A/E, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CLIENT and A/E understand that, unless exempted by applicable law, the Project must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with Texas Accessibility Standards (TAS) requirements. A/E will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the Project, TDLR requires an inspection of the Project for compliance confirmation. However, A/E cannot and does not warrant or guarantee that different rules and/or interpretation may be applied to CLIENT's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan review may be required, and any additional services to be performed by A/E in order to meet or address those requirements will be charged to and payable by CLIENT.

1.6 STANDARD OF CARE BY A/E AND LIMITED WARRANTY

In providing services under this Agreement, A/E shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. OTHERWISE, A/E MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

CLIENT shall be responsible for all requirements and instructions that it provides to A/E pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by CLIENT to A/E. A/E may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or providing services under this Agreement, subject to any express limitations or reservations applicable to the provided items.

1.7 CLIENT RESPONSIBILITIES

CLIENT will provide A/E with reasonable access to the work site. Unless specifically included in A/E's Scope of Work, CLIENT will, at CLIENT's expense, apply for and obtain applicable permits in a timely manner, provide all legal services in connection with the Project, and provide environmental impact reports and energy assessments, if and as needed or appropriate for A/E's services. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement. Any such fee or expense approved by CLIENT and that is

paid for by A/E shall be included in A/E's invoice for amounts payable by CLIENT, and A/E may require advance payment before incurring the fee or expense.

1.8 OWNERSHIP OF DOCUMENTS AND DIGITAL DATA

All reports, drawings, specifications, computer files, field data, notes, data on any form of digital data, and other records or documents prepared by A/E are deemed instruments of service (collectively the "Instruments of Service") and shall remain the property of A/E. A/E shall retain a common law, statutory and other reserved rights, including copyrights, in and to all Instruments of Service and any derivative works thereof relating to the Project.

A/E grants to CLIENT a nonexclusive, limited license to reproduce or use A/E's Instruments of Service solely for the purpose of constructing, effecting, making improvements to, using and maintaining the Project; provided, however, this grant is made with the express understanding that A/E shall have been paid in full for the Services rendered hereunder. CLIENT shall not use the Instruments of Service for other projects without prior written agreement of A/E. CLIENT understands that the unauthorized use of Instruments of Service is prohibited, will be deemed a material breach of this Agreement and may result in liability and other adverse consequences to CLIENT. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE AT CLIENT'S OR SUCH OTHER USER'S SOLE RISK AND WITHOUT LIABILITY TO A/E.

1.9 INDEMNIFICATION FOR UNAUTHORIZED USE OF INSTRUMENTS OF SERVICE

TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS A/E, ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED USE, REUSE OR MODIFICATION OF THE INSTRUMENTS OF SERVICE BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE INSTRUMENTS OF SERVICE FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF A/E; PROVIDED, HOWEVER, THIS INDEMNIFICATION AND HOLD HARMLESS PROVISION SHALL NOT APPLY TO ANY LIABILITY, CLAIMS, DAMAGES, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES,ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED OR RESULTING FROM IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION OF THE A/E, ITS OFFICERS OR EMPLOYEES WITH RESPECT TO AUTHORIZED USE OF THE INSTRUMENTS OF SERVICE.

1.10 DELIVERY OF DIGITAL DATA

In accepting and utilizing any form of digital data generated and furnished by A/E, CLIENT agrees that all such digital data are Instruments of Service of A/E. CLIENT is aware that differences may exist between the digital data delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by A/E and digital data, the original signed and sealed hard-copy Contract Documents shall govern.

Digital data created by A/E through the application of software licensed for the sole and exclusive use by A/E will be furnished to CLIENT in read-only format. CLIENT is responsible to obtain and maintain, at CLIENT's expense, software licenses as appropriate for the use of digital data provided by A/E.

Under no circumstances shall delivery of digital data for use by CLIENT be deemed a sale by A/E, and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the digital data.

## ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Texas without regard to conflict of laws principles.

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail, unless otherwise agreed in writing by the parties with specific reference to the applicable provision of these Standard Conditions that is intended to be modified.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party (unless such assignment without consent is mandated by law), and any assignment without such written consent shall be void. Notwithstanding the foregoing, A/E is expressly permitted to subcontract or assign portions of the Work or services to subconsultants that A/E may select, provided that A/E shall remain responsible for the Work assigned to and performed by such subconsultants. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

2.4 AMENDMENTS

This Agreement may be amended only by a written instrument, signed by both CLIENT and A/E, which expressly refers to this Agreement.

2.5 DELAYS

CLIENT agrees that A/E is not responsible for damages arising directly or indirectly from any delays for causes beyond A/E's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemics (including the 2019 Novel Coronavirus or COVID-19, including any on-going or re-occurring effects of same); World Health Organization alerts; declarations of a state of emergency or similar orders issued by local, state or federal government officials; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's Contractors or consultants; discovery of any hazardous substances or differing site conditions; or any other similar or dissimilar cause beyond A/E's reasonable control.

In addition, if the delays resulting from any such causes increase the cost or time required by A/E to perform its services in an orderly and efficient manner, A/E shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

A/E agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this Project and for a period of 3 years after the completion of services.

2.7 MERGER, WAIVER, SURVIVAL AND SEVERABILITY

Except for amendments approved as required by this Agreement, this Agreement constitutes the entire and integrated agreement between the parties hereto and with regard to the same subject matter and supersedes all prior negotiations, representations and/or agreements, written or oral relating to the same subject matter.

One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions.
All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

The parties further intend as follows: (a) if any provision of this Agreement is held to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by applicable law, in which case that provision will be disregarded; (b) if an unenforceable provision is modified or disregarded according to this section, then the rest of the Agreement will remain in effect as written; and (c) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

2.8 TERMINATION AND SUSPENSION

CLIENT may terminate this Agreement for CLIENT's convenience and without cause upon giving A/E not less than seven calendar days' written notice.

A/E may terminate this Agreement, or may suspend Services, upon giving CLIENT not less than seven calendar days' written notice following CLIENT's failure to make timely payment owed to A/E as provided by this Agreement.

In addition, either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days' written notice for any of the following "for cause" reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, provided that, except where the failure to perform regards CLIENT's payment obligations, the non-performing party is given written notice and description of the failure in question and a reasonable opportunity to cure of at least 10 but no more than 30 days, and the non-performing party cures the matter within the reasonable cure period;
- Unauthorized assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of A/E's services by CLIENT for more than 90 calendar days, consecutive or in aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

A/E shall have no liability to CLIENT on account of A/E's termination of this Agreement for any of the reasons listed in subsections 2.8.1., 2., 3. or 4. above.

In the event of termination of this Agreement by either party, CLIENT shall, within 15 calendar days of the termination date, pay A/E for all services rendered and all reimbursable costs incurred by A/E up to the date of termination, in accordance with the payment provisions of this Agreement.

The terminating party shall set the effective date of termination at a time sufficient (up to 30 days later than otherwise provided) to allow A/E to demobilize personnel and equipment from the Project, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

2.9 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR A/E, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES OR AGENTS, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL,

INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL LIMITATION OF LIABILITY SHALL INCLUDE ALL SUCH DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or A/E. A/E's services under this Agreement are being performed solely for CLIENT's benefit, and there are no third-party beneficiaries of A/E's services.

2.11 MAINTENANCE, WEAR AND TEAR

Both CLIENT and A/E acknowledge that CLIENT, and only CLIENT, is responsible for maintenance, wear and tear on the project upon substantial completion. CLIENT is responsible for providing routine inspections and maintenance of the project to maintain a safe, functional and weather tight facility. Should CLIENT fail to provide routine inspections and maintenance, and damage occur to the project, A/E is not responsible for any such resultant damage.

**ARTICLE 3. DISPUTE RESOLUTION, BETTERMENT, AND COMMUNICATIONS**

3.1 DISPUTE RESOLUTION

A/E and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, A/E and CLIENT agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to non-binding mediation prior to the filing of any lawsuit or arbitration proceeding relating to the dispute, unless the parties mutually agree otherwise in writing.

The mediation shall be conducted remotely and by electronic video conference means, unless the parties agree in writing to mediate in person at a mutually agreeable location. The parties agree that conducting mediation by remote means shall constitute a mediation in the state where the Project is located, provided that each of the parties shall have one representative participating in the mediation while the representative is situated in the state where the Project is located. Each party shall assume its own costs associated with the mediation. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the parties, unless otherwise agreed in writing.
Notwithstanding the foregoing, none of the above Dispute Resolution processes shall prevent or deter a party from protecting or acting upon lien rights, or from seeking immediate, emergency or injunctive relief from a court of competent jurisdiction and as may be available at law or in equity.

3.2 BETTERMENT

If, due to an error or an omission by A/E, any required item or component of the project is omitted from the Construction Documents, A/E shall not be responsible for paying the cost to add such item or component to the extent that such item or component and the cost of same would have been otherwise necessary to the project or otherwise add value or betterment to the project.

3.3 NOTICES

All notices provided for in this Agreement shall be in writing. Any notices that are submitted by email exchanged between the parties' authorized representatives may be effective upon proof of receipt and delivery records. Each of the parties agrees to reasonably confirm receipt of notices submitted by the other party. Otherwise, all notices provided for in this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service to the parties at each of their respective representatives noted below, unless otherwise changed upon written notice:

A/E: Michael Howard, 3000 Internet Blvd, Suite 550, Frisco, TX 75034, mhoward@parkhill.com
(Representative name, physical and mailing address, phone, and email)

CLIENT: Taylor Whichard, 5803 Thunderbird St, Lago Vista, TX 78645, taylor.whichard@lagovistatexas.gov
(Representative name, physical and mailing address, phone, and email)

3.4 ELECTRONIC SIGNATURES

In accordance with applicable law, including the applicable Uniform Electronic Transactions Act, CLIENT and A/E agree that electronic signatures (such as e-mail or electronically-typed signatures) of the parties' authorized representatives to this Agreement and Standard Conditions or to later consents or approvals associated herewith shall constitute the valid signature of the party for purposes of obtaining agreements, consents or other matters prescribed by the Agreement.

**END OF STANDARD CONDITIONS**

**EXHIBIT D – SITE LOCATION MAP**

The limits of the Site(s) are outlined in red on the aerial map below.

Parkhill

# CITY OF LAGO VISTA

## FEASIBILITY STUDY FOR NEW CITY HALL & LIBRARY

RFQ No. 24-05 | January 18, 2024

# Letter of Interest

**Parkhill**

Tracie Hlavinka - City Manager
City of Lago Vista
5803 Thunderbird Street
Lago Vista, Texas 78645

January 18, 2024

**Re: RFQ No. 24-05 | Request for Qualifications for Feasibility Study for New City Hall and Library**

Dear Members of the Selection Committee:

With the extraordinary growth from a resort community to a burgeoning municipal center, the City of Lago Vista's New City Hall and Library complex will be essential for conducting city business as well as to comfortably accommodate for the influx of city services, employees, and residents. We have partnered with 720 design Inc., a well-respected design firm with more than 350 library, including Lago Vista library's 2012 expansion into the adjacent Fire Bay, to their credit, to offer our comprehensive planning and design services to help you write the next chapter in your City's story.

**Imagine your City Hall and Library spaces to be:**

- A versatile, adaptive, and functional space that promotes a welcoming and productive environment.
- An energy-efficient facility that is cost-efficient and poised for growth.
- Designed to 21st century standards where communities can gather to learn, play, dream, and explore.

Parkhill is deeply rooted in Texas, having embarked on our mission of Building Community more than 75 years ago. With 13 offices spanning three states, we offer an array of services ranging from architecture and planning to full-scale engineering capabilities that are people-centric and cater to each community's needs. For nearly a decade, Parkhill has partnered with numerous Texas cities and counties, including Denton County (Courts Building), the City of McKinney (Municipal Complex), the City of Cedar Park (City Hall), and the City of Frisco (City Hall). 720 design Inc. has worked with multiple local cities, including Libraries for Bee Cave, Cedar Park, Celina, Anna, Round Rock, Seguin, and Frisco, as well as the City of Lago Vista for a library expansion.

Parkhill's talented team of architects, engineers, and support staff bring a holistic knowledge of workplace strategy and community services to transform the way public facilities meet the needs and aspirations of their citizens. **We also leverage sustainable placemaking that is fiscally sound, environmentally responsible, and built for the future.**

**Your new City Hall and Library complex has an opportunity to be an iconic City symbol that embodies the essence of the community. Through rigorous collaboration, planning, and attention to detail, we are confident we can achieve your desired goals for this Project.**

Thank you for your consideration of our qualifications and we look forward to engaging with you more deeply on this opportunity.

Sincerely,

Scott Nelson | Principal-in-Charge
SNelson@parkhill.com | 972.746.8290

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## Firm Information 4

Our team is positioned for this Project with a local office in Austin, Texas and 78 years of experience serving municipalities in Texas.

## Team Organization and Qualifications 7

We have put together a tea of professionals to best assist the City of Lago Vista that are available to commit their time and priorities to this Project.

## Experience on Relevant Projects 14

The City of Lago Vista will benefit from Parkhill + 720 design's experience with similar feasability studies from all over the state, as well as right in Central Texas.

## Extra Information 30

Parkhill has experience with workplace strategy and peer benchmarking analysis that can assist Lago Vista with planning and designing a new City Hall and Library for the 2st century.

# Firm Information

1 Provide Accessibility and Responsiveness statement detailing firm or individual's accessibility and capability to respond to the City of Lago Vista requests. Any hours of business operations.

# about
## PARKHILL

For 78 years, our Texas communities have depended on us to provide innovative, collaborative, and relevant solutions for design services.

We have established a tradition of personalized client service, technical experience, architectural design, and innovative engineering. A full range of design services is provided through the firm's offices in Texas, Oklahoma, and New Mexico. Parkhill has a staff of more than 500 and is one of the top 15 firms in the State of Texas according to *Architectural Record*.

We are a multidisciplinary firm and will provide the City of Lago Vista the personnel to fill the prime firm position and relevant positions. Our professionals understand the unique challenges and opportunities municipal facilities pose when tasked to innovate the most efficient, maintainable systems. Kelly Hill will hold the primary responsibilities as the City of Lago Vista's Project Manager and Scott Nelson will be the point of contact for Parkhill. We will have our staff available during design review meetings to relay information to your internal team members.

### PRIMARY OFFICE LOCATION
11902 Burnet Road Suite 100
Austin, Texas 78758

### BUSINESS FORM
S Corporation

### DATE AND STATE OF INCORPORATION
September 18, 1963 -- Texas

### CONTACT PERSON
**Scott Nelson, AIA, LEED AP BD+C**
Principal-in-Charge
E | SNelson@Parkhill.com
O | 469.200.7364
M | 972.746.8290

### PERSONNEL BY DISCIPLINE
- 156 Architectural | Interior | Landscape
- 154 Civil
- 96 Support
- 60 Construction Admin | Surveying
- 38 MEP | Structural

### PARKHILL SERVICES
- Master Planning
- Architecture
- Interior Design
- Landscape Architecture
- Cost Estimating
- Structural Engineering
- MEP Engineering
- Civil Engineering
- Surveying
- Construction Phase Services

**Scan to see Parkhill "Building Community" by Design**

**78** YEARS IN TEXAS

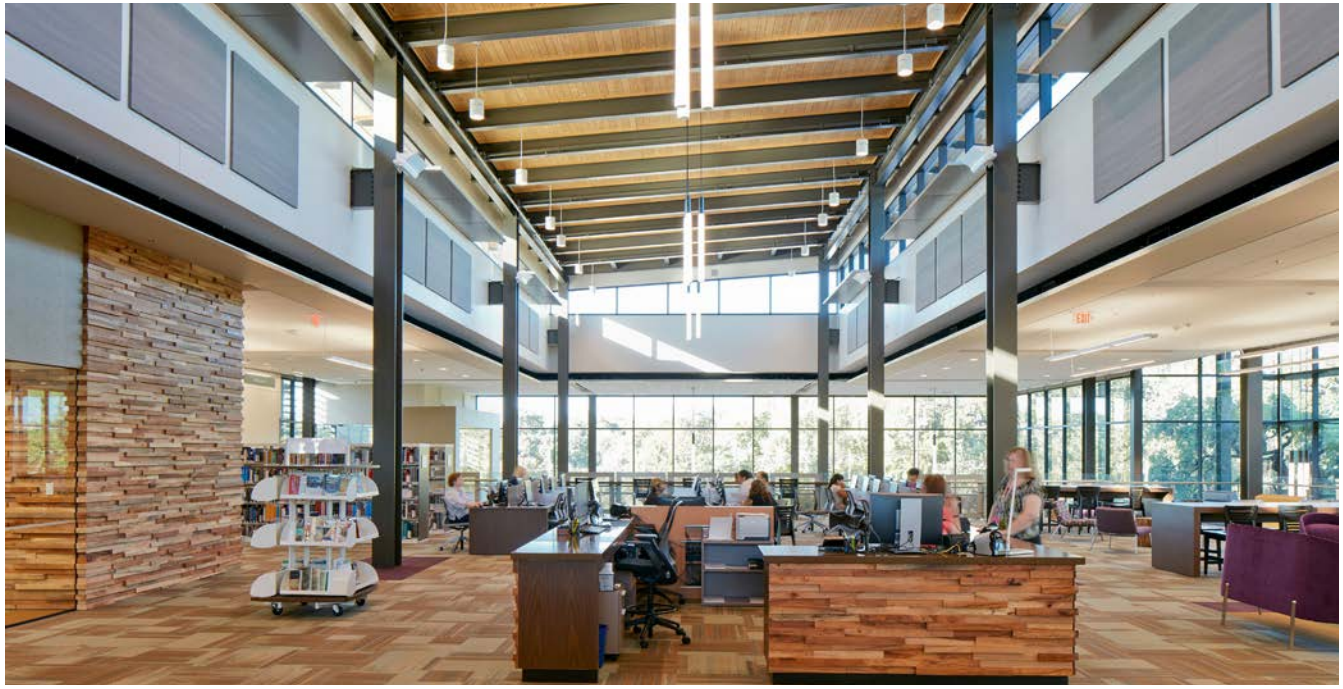
**1,000+** ANNUAL PROJECTS

**500+** PROFESSIONAL STAFF

# about
## 720 DESIGN INC.

720 design Inc. is a boutique planning, architecture and interior design firm devoted to the development of modern library spaces where communities can gather to learn, play, dream, and explore.

As founding principal, Maureen Arndt has dedicated her entire career to the design of libraries that serve people in both beauty and function. Having completed over 350 libraries across the country, she brings a wealth of knowledge, lessons learned and knowledge to each unique library project. She is a frequent speaker at library conferences and events sharing “Lessons Learned” and “Trends and Best Practices in Library Design” from an architect’s perspective as well as “Technology and Design for the 21st Century Library.”



**PRIMARY OFFICE LOCATION**

9003 Oakpath Lane
Dallas, Texas 75243

**BUSINESS FORM**

S Corporation

**DATE AND STATE OF INCORPORATION**

December 2007 - Texas

**CONTACT PERSON**

**Maureen Arndt**
Owner/Founding Principal
E | marndt@720design.net
M | 214.770.2320

**RECENT RELATIVE PROJECTS:**

- Lago Vista Library Expansion into the Fire Bay
- Celina Public Library Facility Master Plan and Implementation (co-located within a government center that will become all library in 2035)
- Anna Community Library Programming and Implementation (co-located with the City Hall and Fire Station)
- Frisco Public Library Facility Master Plan, programming, schematic design, FFE for a New Main Library, Frisco, TX
- Round Rock Public Library Programming and Interior Design, Round Rock, TX
- Seguin Public Library Needs Assessment and Site Selection, and Implementation
- Cedar Park Library Programming and Master Plan
- Hewitt Public Library and City Hall Programming and Interior Design

TAB B

# Team Organization & Qualifications

1. Provide the name of the assigned individual who will be primary contact for the City of Lago Vista.

2. Provide names and background summary of key professionals who would be assigned to the project.

# ORGANIZATIONAL CHART

CITY OF LAGO VISTA TEXAS

## PROJECT LEADERSHIP

**SCOTT NELSON**
**AIA, LEED AP BD+C**
Principal-in-Charge
Primary Point of Contact

**KELLY HILL, IIDA**
Project Manager

**CHRIS TRIBBLE**
Municipal Advisor

**720 DESIGN, INC.**
Library Designer

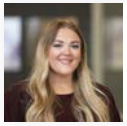
## PARKHILL PERSONNEL

**MICHAEL HOWARD, AIA, RLA, AICP**
Master Planner

**JASON BENNETT, AIA**
Project Architect

**JULIO CARILLO, AICP, LEED AP ND**
Peer Benchmarking Specialist

**PHILLIP HAMMOND, RLA**
Landscape Architect



**RACHEL CARROLL, IIDA**
Interior Designer

**JARED HIGGINS, PE**
Mechanical Engineer

**JOHN GHOLMIEH, PE**
Electrical Engineer

**ZACH LINDAUER, PE**
Structural Engineer

**KORY MURPHY, AIA**
Construction Administration & QA/QC

## SUBCONSULTANTS

**GARZA EMC, LLC**
Civil Engineering

## SCOTT NELSON AIA, LEED AP BD+C

### Principal-in-Charge

Scott Nelson, AIA, LEED AP BD+C has a competitive nature that fuels him to provide the best facilities to municipalities across the State of Texas. Recently, he has completed the design of the City of Arlington and City of Frisco's Active Adult Center containing gymnasiums, fitness rooms, locker rooms, and more. He has more than 19 years of extensive design experience in municipal, religious, and education facilities. With his diverse educational background, Scott brings a unique skill set to each project which helps client's focus on questions that ask "why," not just "what" in creating solutions for growth, facility, and financial opportunities.

**NOTABLE PROJECTS**

- City of Cedar Park | City Hall Renovation
- City of McKinney | Municipal Complex
- City of Royse City | City Hall
- City of Garland | City Hall Renovation
- City of Coppell | Town Center Renovation
- Denton County | Carroll Courts Building Facility Assessment
- Ector County | New Central Library
- Rockwall County | New Courthouse Annex Building
- TFC | Programming for TCEQ Headquarters
- SMU | Fondren Research Library
- City of Arlington | Active Adult Center
- City of Frisco  Active Adult Center
- City of McKinney | Gabe Nesbitt Indoor Tennis Facility

**EDUCATION**

**Texas Tech University**
Master of Architecture
Master of Business Administration

**REGISTRATION/LICENSES**

**Registered Architect**
State of TX No. 20208

**EXPERIENCE**

8 years with Parkhill
19 years in industry

CITY OF CEDAR PARK CITY HALL RENOVATION

## KELLY HILL IIDA

### Project Manager

Kelly Hill, IIDA, focuses on municipal and commercial work, and has broad experience with projects in the public and private sector, from governmental agencies to complex new construction, delivering excellence in design, maintaining project budgets, and meeting schedules. Kelly will serve as Project Manager and lead all phases of facility planning including the needs assessment and programming. Kelly is a leading professional in Workplace Strategy and Planning which helps organization plan and develop options for the future workforce of municipalities. She will work closely with your staff to develop cost-effective, sustainable solutions and ensure your vision is realized.

**NOTABLE PROJECTS**

- City of McKinney | Municipal Complex
- City of Royse City | City Hall
- Denton County | Carroll Courts Building Facility Assessment
- Rockwall County | New Courthouse Annex Building
- TFC | Programming for TCEQ
- SMU | Fondren Research Library
- City of Arlington | Active Adult Center
- City of Frisco | Active Adult Center
- City of Mineral Wells | Public Works Facility
- City Bank | Uptown Dallas
- The Buddy Holly Hall of Performing Arts and Sciences
- Durant Dealerships | Service Center
- TFC | Elias Ramirez State Office Building

**EDUCATION**

**Texas Tech University**
Bachelor of Interior Design

**REGISTRATION/LICENSES**

**Registered Interior Designer**
State of TX No. 11596

**EXPERIENCE**

10 years with Parkhill
10 years in Industry

DENTON COUNTY COURTS BUILDING

## CHRIS TRIBBLE

### Municipal Advisor

**Chris Tribble has served in a Director role for several different municipalities across the state including nearly 17 years as the Director of Community Services for the City of Southlake.** He possesses a diverse range of proven experience, including executive leadership, strategic planning, organizational development, park planning, recreation planning, development and operations, as well as excellent communication skills with City Councils, Boards and Commissions, and community stakeholders. Chris will serve as a Municipal Advisor to the design team and provide the Owner with the resources and experience of leading municipal staff.

**EDUCATION**

**University of North Texas**
Bachelor of Science - Kinesiology/Biology

**EXPERIENCE**

1 year with Parkhill
23 years in Industry

- Director of Community Services | Southlake, TX
- Parks Director | Hurst, TX
- Operations Manager | The Woodlands, TX

## MICHAEL HOWARD AIA

### Master Planner

Michael Howard, AIA, RLA, AICP, is a Principal who leads Parkhill's Planning Sector. Michael has worked extensively with municipalities on long-range facility master planning projects including facility needs assessments, community master plans, and capital improvement planning. **Through peer analysis, Michael uses data collected from municipalities across the state to help you make informed decisions as it relates to future staffing needs and space demands based on trend analysis of similar municipalities.** He is currently providing similar services to Tarrant County, Rockwall County, and the City of Frisco.

**EDUCATION**

**Texas Tech University**
Master of Landscape Architecture

**REGISTRATION/LICENSES**

**Registered Architect**
State of TX No. 28821
**Registered Landscape Architect**
State of TX No. 2640

**EXPERIENCE**

14 years with Parkhill
17 years in Industry

## JASON BENNETT AIA

### Project Architect

Jason has a diverse architectural background with experience working on projects of varying scale in the multi-family, commercial, institutional, and recreational sectors. His diverse exposure has made him adept in building code review, zoning analysis, and building construction methods. **He brings in depth experience of municipal administrative spaces as the lead architect for both the City of McKinney Municipal Complex and the Denton County Courts building.** Jason has a unique combination of professional practice and educator experiences that help him guide clients to the design that best suits them.

**EDUCATION**

**University of Texas at Arlington**
Master of Architecture

**REGISTRATION/ LICENSES**

**Registered Architect**
State of TX No. 24107

**EXPERIENCE**

3 years with Parkhill
19 years in Industry

## JULIO CARILLO AICP, LEED AP

### Peer Benchmarking Specialist

With over 15 years of experience, he has managed and directed projects ranging from architecture and green building consulting to urban design and community planning. Through his diverse knowledge of residential, multifamily, corporate office, educational, institutional, municipal, and neighborhood design, Julio builds communities, not only projects. As a manager, Julio balances the abilities of diverse project teams and consultants with the Clients' expectations to create relevant solutions and support our communities in their vision for the future. He also fosters a passion for sustainability – a passion he puts into action.

**EDUCATION**

**University of Texas at Austin**
Master of Science - Community and Regional Planning

**REGISTRATION/ LICENSES**

**AICP Certified Planner**
No. 31564

**EXPERIENCE**

3 years with Parkhill
18 years in Industry

## PHILLIP HAMMOND RLA
### Landscape Architect

Graduating from Texas A&M University in 2018, Phillip continued on in his professional career of interdisciplinary work designing trails, streetscapes, and public outdoor facilities. He contributes to Parkhill projects with the abilities of a landscape architect to design, evaluate, collaborate, and prepare technical documentation from the start of a project to final construction to intended use. Phillip is most passionate about the connections between individuals and their natural world, and believes that our work here at Parkhill offers the impact to improve clients' lives by bettering these connections.

**EDUCATION**
**Texas A&M University**
Bachelor of Landscape Architecture

**REGISTRATION/ LICENSES**
**Registered Landscape Architect**
State of TX No. 3566

**EXPERIENCE**
2 years with Parkhill
5 years in Industry

## RACHEL CARROLL IIDA
### Interior Designer

Rachel Carroll, IIDA, is an Interior Designer for Parkhill's Planning & Interiors Sector with project experience in religious, municipal, corporate, and education markets. Rachel's strengths in 3D modeling and design conceptualization help clients visualize their projects. As a BIM Lead for Interiors and our Frisco office, Rachel collaborates with Parkhill's Design Technology Sector to improve the efficiency, cohesiveness, and accuracy of our processes and procedures. Rachel works with clients to find solutions that meet the needs of the design aesthetic while maintaining project budgets and schedules.

**EDUCATION**
**Texas Tech University**
Bachelor of Interior Design

**REGISTRATION/ LICENSES**
**Registered Interior Designer**
State of TX No. 12641

**EXPERIENCE**
6 years with Parkhill
6 years in Industry

## JARED HIGGINS PE
### Mechanical Engineer

Jared is a leader in mechanical systems design and energy services, including energy policy and codes where he currently serves on an advisory committee to the State Energy Conservation Office for Texas. Jared has designed numerous mechanical systems on facilities throughout the United States including multiple municipal and court facilities. Jared and his team work closely with facilities groups to understand the needs of building occupants and the maintenance capabilities of each client to develop and design the preferred mechanical system in each building.

**EDUCATION**
**Texas Tech University**
Bachelor of Science - Mechanical Engineering

**REGISTRATION/ LICENSES**
**Licensed Professional Engineer**
State of TX No. 105015
**Green Globes Professional**
**Certified Energy Manager** - 17219

**EXPERIENCE**
20 years with Parkhill
20 years in Industry

## JOHN GHOLMIEH PE
### Electrical Engineer

John Gholmieh, PE, is a Senior Electrical Engineer in Parkhill's MEP/Structural sector. John has over 30 years of experience working with architects and MEP consultants for different types of projects including educational, commercial, hospitality, light industrial and aviation. His experience includes power utility coordination, building power distribution, emergency power, photo voltaic system and lighting design to meet energy codes requirements. John assures quality of the electrical system per codes and standards tailored to client budget. He has mentored and led many engineers and designers for code analysis and industry standards.

**EDUCATION**
**Oklahoma State University**
Bachelor of Science - Electrical Engineering

**REGISTRATION/ LICENSES**
**Licensed Professional Engineer**
State of TX No. 86522

**EXPERIENCE**
1 year with Parkhill
32 years in Industry

## ZACH LINDAUER PE

### Structural Engineer

Zach Lindauer, PE, is a Senior Structural Engineer with Parkhill's MEP/S Sector. With 20 years of experience in structural engineering, he has extensive experience designing steel, concrete, timber, and masonry structures. His comprehensive experience is supported by his knack for developing high-quality construction documents and his proficiency with structural design software, including RISA, RAM, LPile, Adapt, Enercalc, and more. Beyond these skills, Zach is also an effective communicator and enjoys providing clients with excellent customer service.

**EDUCATION**
**Norwich University**
Bachelor of Science - Civil Engineering

**REGISTRATION/ LICENSES**
**Licensed Professional Engineer**
State of TX No. 120549

**EXPERIENCE**
3 years with Parkhill
20 years in Industry

## KORY MURPHY AIA

### Construction Administrator & QA/QC

Kory Murphy, AIA brings unique experience to the team at Parkhill. Kory spent the first several years of his architectural career overseeing construction administration for several renovation and addition projects across the State. He used that experience to further his career into architectural licensure and relocated to central Texas where he has worked on the deferred maintenance renovations to the Texas School for the Deaf, Texas School for the Blind and Visually Impaired, Texas State Technical College, and City of Cedar Park.

**EDUCATION**
**Texas Tech University**
Master of Architecture
Bachelor of Science - Architecture

**REGISTRATION/ LICENSES**
**Registered Architect**
State of TX No. 26578

**EXPERIENCE**
13 years with Parkhill
22 years in Industry

## MAUREEN ARNDT AIA, IIDA, LEED GREEN ASSOCIATE

### Library Designer

Maureen has devoted her entire career to the design of libraries that are both beautiful and functional. Having worked on over 350 libraries across the country she brings that wealth of knowledge to each new project. She is a frequent speaker at library events sharing "Lessons Learned" and "Trends in Library Design" from an architect and interior designer's perspective.

**EDUCATION**
**Ball State University**
Bachelor of Architecture

**REGISTRATION/ LICENSES**
**Registered Architect**
**Registered Interior Designer**

**EXPERIENCE**
17 years with 720 design
30 years in Industry

## MIA OVCINA AIA, IIDA

### Library Manager

Mia is a project architect/manager and team leader, with specialized experience in programming/planning as well as the interior architecture of complex institutional projects. Her professional experience includes public and academic libraries, higher education projects, multifamily and retail projects. Mia's project approach centers around developing thoughtful design solutions utilizing community input and industry knowledge, while also fostering a strong team environment between client, architect, and consultants to ensure a successful project from beginning to end.

**EDUCATION**
**Cornell University**
Bachelor of Architecture

**REGISTRATION/ LICENSES**
**Registered Architect**
**Registered Interior Designer**

**EXPERIENCE**
1 year with 720 design
14 years in Industry

## JOHN PELHAM PE

### Civil Engineer - Senior VP

John Pelham, PE, Senior Vice President, has over 20 years of experience in civil engineering, land development, and project management in both the public and private sectors of the Central Texas Region. John has immense experience working on educational and public institutional facilities. His specialties includes K-12 campus projects consisting of academic buildings, administration offices, research and laboratories, as well as sports facilities and parking structures. John is very familiar with the procedures, standards and requirements of working within a campus environment necessary for successful project delivery.

**EDUCATION**

**University of Texas**
Bachelor of Science - Civil Engineering

**REGISTRATION/ LICENSES**

**Licensed Professional Engineer**
State of Texas No. 98294

## JULIA MRNAK PE

### Project Principal

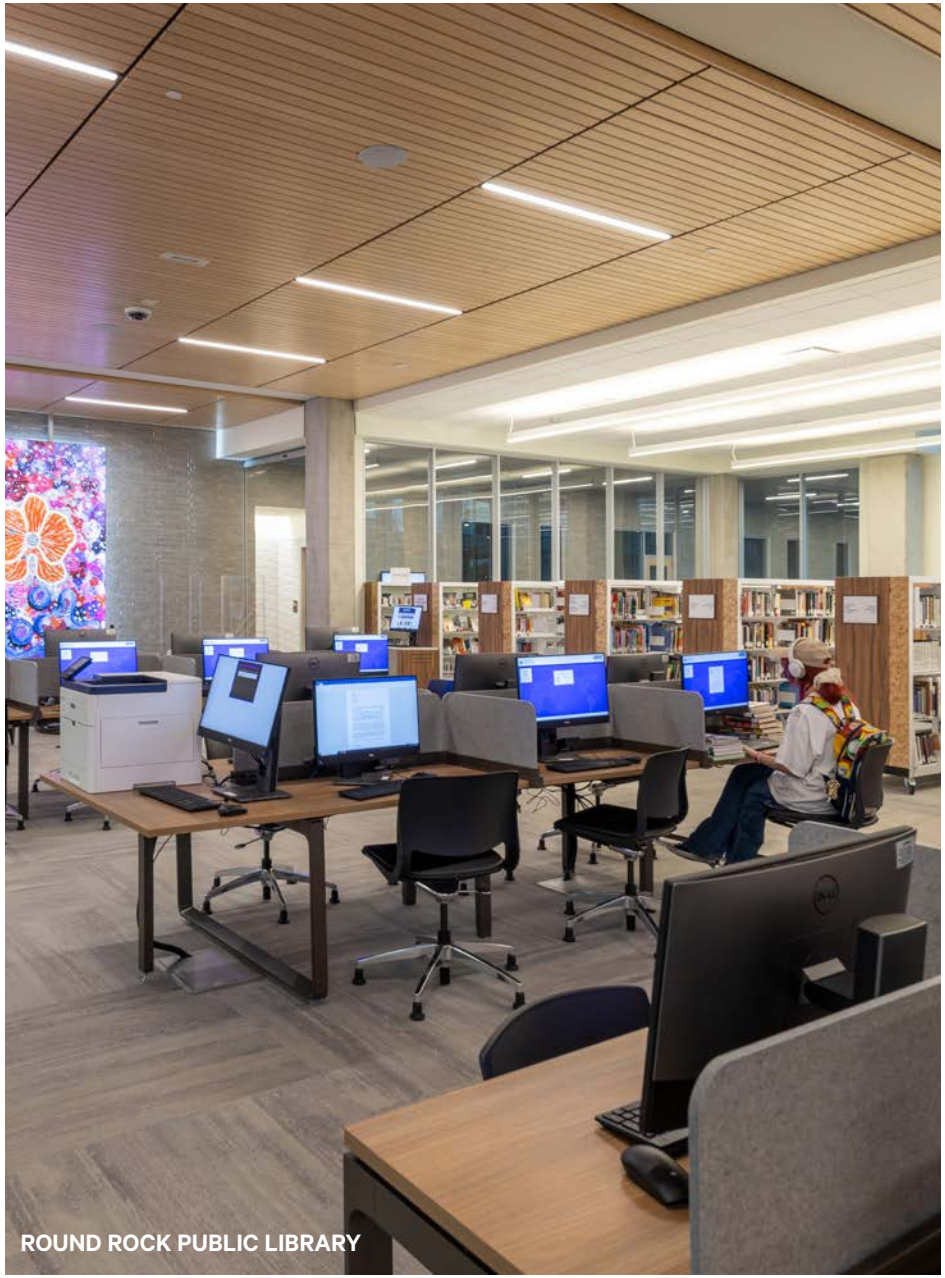
Julia Mrnak has over 17 years of experience in civil engineering and land development. Her civil design experience includes a diverse set of projects with a focus on K-12 education projects, including administrative offices, classrooms, student housing, labs, and auxiliary facilities. As the Project Principal, Julia will be responsible for all resource allocation, review, and approval of project plans and deliverables from Garza EMC. She will oversee the entire project process, monitor the budget and schedules, and ensure the project team members are completing assignments as directed by Parkhill.

**EDUCATION**

**University of Texas**
Bachelor of Science - Civil Engineering

**REGISTRATION/ LICENSES**

**Licensed Professional Engineer**
State of Texas No. 113030



ROUND ROCK PUBLIC LIBRARY

# Experience on Relevant Projects

1. Provide references for previous studies.

2. Provide examples of previous projects that were recently completed.

# LIBRARY EXPANSION

## Lago Vista, TX

The Lago Vista Library project was a design build effort with AMBAC Builders. 720 design provided schematic design, interior design and furniture layout for the renovation and expansion of an existing pre-engineer metal fire station. 720 design worked with the library, staff and foundation to develop a space plan that maximized the use of space, collection capacity, staff work areas and added new seating in addition to a large public meeting room in what was the fire truck garage. In addition, the City contracted 720 design and AMBAC Builders to develop a master plan/ concept design to connect the existing City Hall and Library.

***"I would feel confident working with Maureen in any future project."***

***- Jan Steele, Director***

**PROJECT SCOPE**
4,500 SF

**CLIENT LIAISON**
Jan Steel - Director
512.759.4000

**PROJECT COMPONENTS**
Programming, Schematic Design, Interior Design, Furniture Layout

# ECTOR COUNTY NEW CENTRAL LIBRARY

## Odessa, TX

Housed in an old five-story doctor's office across from the hospital, the existing Ector County Library was not designed to function as a library, had outlived the lifespan of the building, and did not have a good identity in a developing downtown market. The solution is a new 54,000 SF library that not only provides separate stacks and reading areas for children, youth, and adults, but also provides a place to celebrate the rich Hispanic Heritage of the region. To foster a sense of community, the library incorporates spaces including: an exhibit space for local students and artist to proudly exhibit their art in the lobby and main atrium, English as a Second Language (ESL) classrooms, a large Hispanic Heritage section for books, audio, and art, community meeting rooms, space for children's programs and crafts, a passport office, and outdoor learning. The new facility is located on the southwest corner of the existing downtown area and will become the new icon to define the cities' transformed downtown area.

**PROJECT SCOPE**
54,0000 SF

**CLIENT LIAISON**
Randy Ham - Executive Director
PO Box 7195 Odessa, TX 79760
432.337.1492

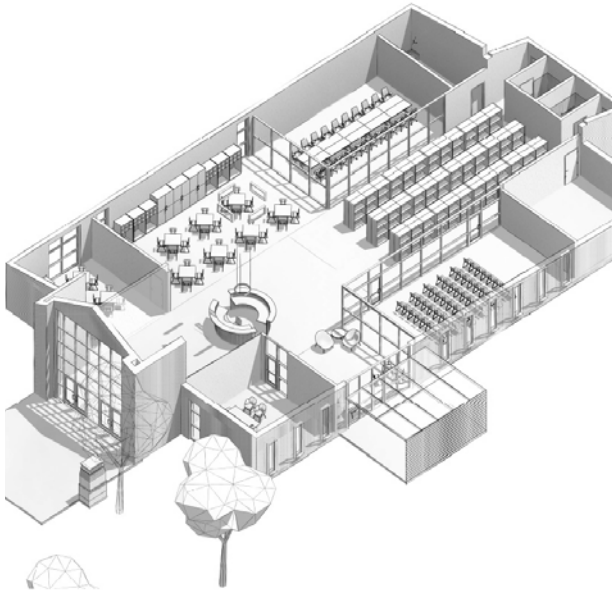
**PROJECT DATE**
2023 - Ongoing

**BUDGET**
$50 million

# WINK PUBLIC LIBRARY

Wink, TX

The project involves the demolition of two existing structures, paving the way for the ambitious undertaking of constructing two new essential facilities: a state-of-the-art library and a modern County Office building. Additionally, the project incorporates the planning and implementation of a well-designed parking infrastructure to accommodate the needs of visitors and staff. The demolition and subsequent construction represent a significant step forward in enhancing community resources and administrative capacities, promising to provide a more efficient and contemporary setting for public services.



**PROJECT SCOPE**
6,371 SF

**CLIENT LIAISON**
Charles Wolf
charles.wolf@co.winkler.tx.us
432.586.6658

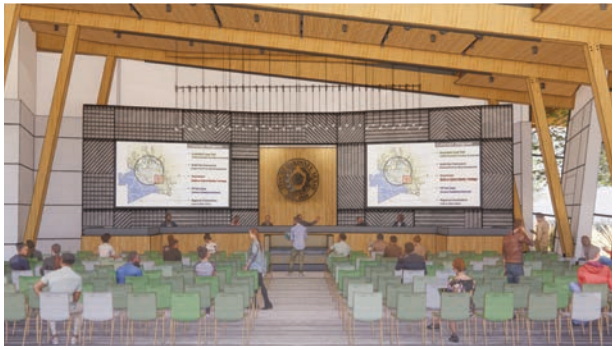
**PROJECT DATE**
2023 - 2024

**BUDGET**
$4.1 million

# MUNICIPAL COMPLEX

## McKinney, TX

In May of 2019, McKinney voters passed a bond election for a new Municipal Community Complex. The goal of the complex is to include public and community spaces for City Council and citizens, as well as various City departments which are currently in multiple buildings throughout downtown, to promote a sense of community, inclusion and collaboration. **The City Hall within the complex is anticipated to be approximately 180,000 SF and house City departments including the City Manager, City Secretary, Communications and Marketing, Development Services, Financial Services, Housing and Community Development, Human Resources, Information Technology, and Parks and Recreation Administration. The City's Municipal Court will also be included in the planning of the district.** The Municipal Complex will be centered around multi-purpose community spaces, both indoors and outdoors, with the potential of a City Council Chambers that is a separate to promote use by the community. Parkhill is designing this project as a joint venture with Lake|Flato.



**PROJECT SCOPE**
180,000 SF

**CLIENT LIAISON**
Patricia Jackson, PE - Facilities Construction Manager
City of McKinney
972.547.7439

**PROJECT DATE**
2022 - Est. 2024

**BUDGET**
$110 million

CITY OF McKINNEY, TEXAS EST. 1848

*Office of the Mayor*

December 6, 2023

To Whom It May Concern,

I am writing to share with you my experience working with the talented team at Parkhill. The City of McKinney has partnered with Parkhill for more the 18 years on a variety of signature projects that have greatly enhanced our community, ranging from facilities for our Parks & Recreation Department to our exciting new City Hall.

From start to finish, Parkhill's collaborative and inclusive design process ensures that everyone at the table has a voice and is heard. We believe they share our vision of creating spaces that are not only functional and efficient but also reflect the unique nature of our community.

Downtown McKinney has a storied history that is vibrant and full of life. Parkhill fully understands how important our community's effort is to preserve the past while also accommodating the needs of today and into the future. Their approach to our historic flour mill and downtown area reflects our commitment to McKinney's heritage while also integrating contemporary designs in the redevelopment of our Eastside.

The entire Parkhill team has displayed tremendous leadership and guidance on every project with the City of McKinney and has consistently met the needs and addressed the concerns of our community. I have complete confidence in their qualifications and fully recommend Parkhill for your upcoming project.

In summary, Parkhill has been a great partner in helping to shape our city to be an active and welcoming community to live, work, and play. If you need any more information about my experience working with Parkhill, please do not hesitate to ask.

Sincerely,

George C. Fuller
Mayor, City of McKinney

222 N. Tennessee • P.O. Box 517 • McKinney, Texas • 75070
972.547.7507 • Fax 972.547-2607

# PUBLIC LIBRARY SITE SELECTION & CONCEPTUAL DESIGN

## Seguin, TX

720 design was awarded the contract by City of Seguin, Texas to provide a needs assessment, building space program and site selection to meet the needs of the community for 20 years. 720 design conducted community meetings, met with all library stakeholders in group or individual interviews. In addition, the library had a booth at the business expo and conducted a library services survey. In all, the team conducted a community inclusive process that allowed nearly 400 residents to have a voice in what the Seguin Public Library would offer. This process indicated the need for 45,000 SF, 140 parking spaces and outdoor programming space. Based on the size required for the building, 13 sites were evaluated and short listed to two potential sites along with the existing site utilizing a site matrix that allowed for both subjective and objective criteria as a basis for evaluation.

**PROJECT SCOPE**
45,000 SF

**CLIENT LIAISON**
Ms. Jacki Gross, Library Director
jgross@seguintexas.gov
830.401.2466

**PROJECT DATE**
2013-2016

**BUDGET**
$14 million

720 design

Project: Seguin Library

THE CITY OF Seguin TEXAS

**Seguin-Guadalupe County Public Library**
707 E. College St.
Seguin, TX 78155
(830) 401-2422
(830) 401-2477 (fax)
www.seguin.lib.tx.us

June 17, 2013

To Whom It May Concern:

It is my honor to provide this letter of recommendation for Maureen Arndt of 720 Design, Inc.

The City of Seguin contracted with 720 Design to provide conceptual planning and site selection for a possible future library facility for the residents of Seguin and Guadalupe County. 720 Design was selected because of Ms. Arndt's experience in planning and designing libraries of all sizes and types and, perhaps more importantly, I felt she would provide the most personalized service. Maureen has far exceeded my expectations.

Ms. Arndt was tasked with developing conceptual plans for two possible site locations that would be presented to the public for review. Maureen's work on this project included facilitating several public meetings with community members of varying ages and interests, as well as conducting meetings with City leaders and other project stakeholders. Regardless of the group dynamics, Maureen was always attentive, engaging and unfailingly professional which resulted in very productive meetings. She also took the time to meet one-on-one with each member of the library staff to insure their specific needs were incorporated into the plan.

The final step in this project was to present the building program and conceptual plans for each location at a public meeting. Ms. Arndt's final program presentation was very well received and comments such as "very professional," "clear and concise," "amazed at the attention to detail" and "impressed with the quality of her work" were just a few of the positive comments I received from meeting attendees.

The timeline for this type of project is normally five to six months; however, due to time constraints, Ms. Arndt was asked to complete the project in just three months. Maureen met every deadline, addressed all our questions and concerns promptly, freely offered her valuable insight and knowledge of building and interior design and was genuinely interested in making sure the final product met the needs of the Seguin community.

I have thoroughly enjoyed working with Maureen. I wholeheartedly and without reservation recommend Maureen Arndt and her firm, 720 Design, Inc. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jacki Gross

Jacki Gross, Director

# PUBLIC LIBRARY & CITY HALL

## Hewitt, TX

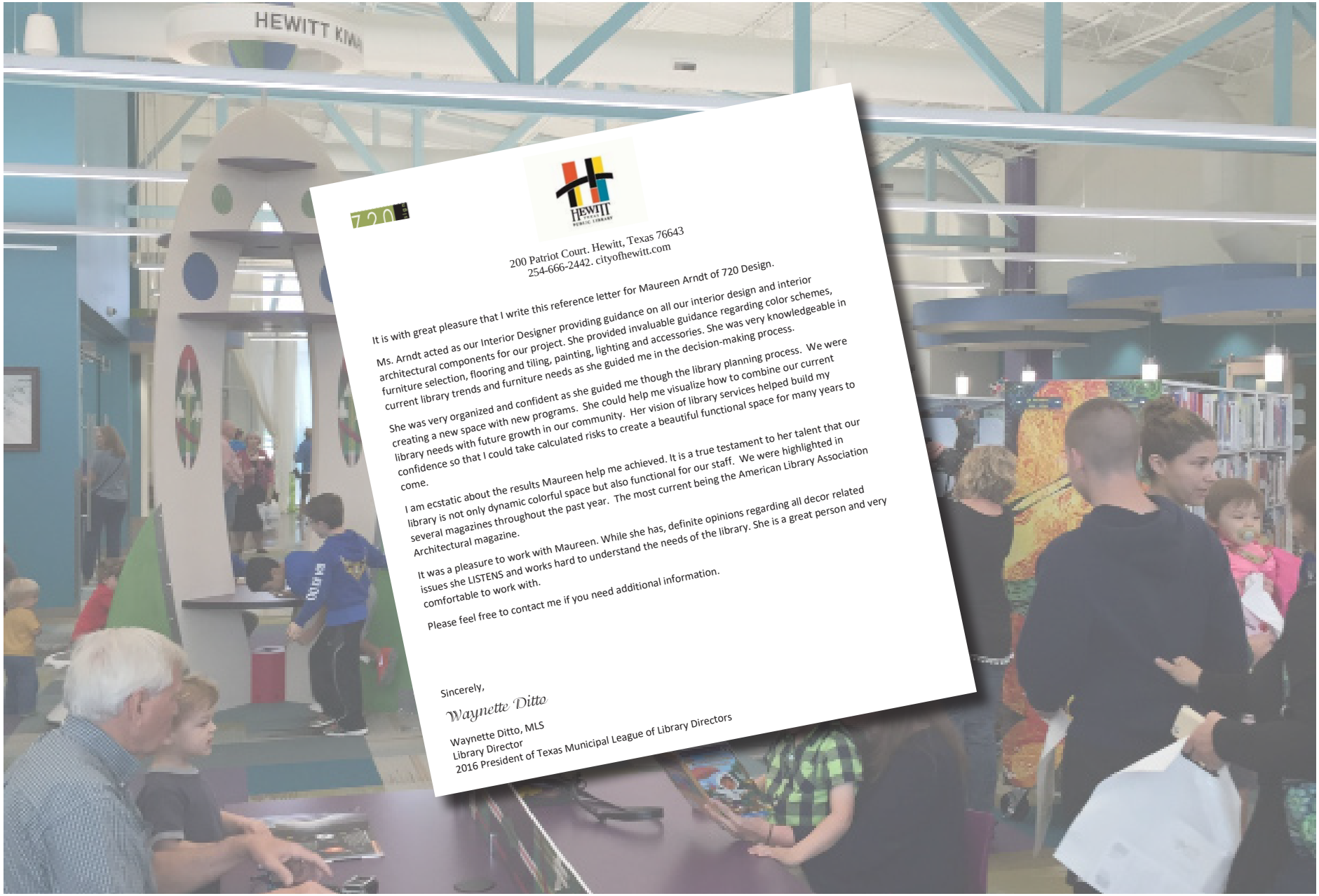
This Main Library is 17,000 SF of shared space with the adjacent City Hall. Designed to maximize efficiency within the City, the Library and City Hall share a central lobby, restrooms, council chambers/multi-purpose program room and conference rooms. The library is bright and welcoming to the community with a butterfly themed Children's Area, rocket ship technology station, low and high tech maker spaces, a dedicated teen area with meeting space and a computer lab with mobile walls to allow access and overflow for program.

**PROJECT SCOPE**
31,000 SF

**CLIENT LIAISON**
Waynette Ditto
wditto@cityofhewitt.com
254.666.2442

**PROJECT DATE**
2014-2016

**BUDGET**
$3.4 million




720

HEWITT
PUBLIC LIBRARY

200 Patriot Court. Hewitt, Texas 76643
254-666-2442. cityofhewitt.com

It is with great pleasure that I write this reference letter for Maureen Arndt of 720 Design.

Ms. Arndt acted as our Interior Designer providing guidance on all our interior design and interior architectural components for our project. She provided invaluable guidance regarding color schemes, furniture selection, flooring and tiling, painting, lighting and accessories. She was very knowledgeable in current library trends and furniture needs as she guided me in the decision-making process.

She was very organized and confident as she guided me though the library planning process. We were creating a new space with new programs. She could help me visualize how to combine our current library needs with future growth in our community. Her vision of library services helped build my confidence so that I could take calculated risks to create a beautiful functional space for many years to come.

I am ecstatic about the results Maureen help me achieved. It is a true testament to her talent that our library is not only dynamic colorful space but also functional for our staff. We were highlighted in several magazines throughout the past year. The most current being the American Library Association Architectural magazine.

It was a pleasure to work with Maureen. While she has, definite opinions regarding all decor related issues she LISTENS and works hard to understand the needs of the library. She is a great person and very comfortable to work with.

Please feel free to contact me if you need additional information.

Sincerely,

*Waynette Ditto*

Waynette Ditto, MLS
Library Director
2016 President of Texas Municipal League of Library Directors

# CITY HALL RENOVATION & ADDITION

## Cedar Park, TX

The City of Cedar Park needed additional meeting and office space for their growing City. Parkhill was tasked with optimizing the existing space for a large multi-purpose room and building out a new second floor within the exterior envelope. Creating a dividable meeting space, optimizing space and moving the tourism department were priorities for the first floor renovation. Challenges were coordinating mechanical and structure to maximize ceiling height on both floors. The second floor space now accommodates the IT department complete with open office, conference, secured storage, and tech work areas.

Building 3 of the City of Cedar Park complex was converted into a space for its IT department, tourism department, and large meeting spaces for employees and the public. Building 3 was a complete renovation into a multipurpose building with the addition of a second floor within the existing footprint and walls of an existing.

**PROJECT SCOPE**
5129 SF Renovation and 3746 SF Addition

**CLIENT LIAISON**
Randall Lueders, PE
randall.lueders@cedarparktexas.gov
512.401.3534

**PROJECT DATE**
2018 - 2020

**BUDGET**
$2.2 million

# CITY HALL RENOVATION & STAFFING STUDY

## Frisco, TX

Frisco's previous library located within City Hall was vacated to provide needed space, for the construction of a new library, and to accommodate staff growth for one of the nation's fasting growing cities. The pending renovation provided an opportunity for Frisco to re-evaluate their workplace strategy and reposition their City Hall as a customer-focused center to interact with the public. Parkhill delivered a feasibility study that provided a strategic direction and master plan for future improvements. The study was supported by extensive stakeholder engagement across all City departments.

**PROJECT SCOPE**
175,000 SF

**CLIENT LIAISON**
Jason Cooley - Chief Innovation Officer
jcooley@friscotexas.gov
972.292.5104

**PROJECT DATE**
2023 - Ongoing

**BUDGET**
$19 million

# PUBLIC LIBRARY

## Round Rock, TX

The Round Rock Public Library is designed to meet the Library and City's stated criteria for success from the beginning conceptualization of the project. The City and the Library has a desire for architecture that created a landmark in the community. The new library should showcase art and natural light. All of the spaces should be family centered for "hanging out" both indoors and outdoors. Overall, the space should feel like a comfortable central Texas living room. The first floor of the new library will feature an indoor/outdoor café with a robotic coffee machine, friend's sale area, new books, as well as a technology commons, lab, and literacy learning/low-tech maker space. The first floor was planned with the AMH in mind, connecting the drive-up Book Return with the interior Book Return to maximize its utilization and staff efficiency. The second floor of the library is dedicated to children and teens with a reading porch, shared programming space for activities, study rooms, display space for the library mascot, and a roof deck activity center. The third floor will host the traditional library experience, a quiet reading room, outdoor reading space, genealogy, the Legacy Conference Room with views to the historic water tower, and the Adult collection.

**PROJECT SCOPE**
65,000 SF

**CLIENT LIAISON**
Michelle Cervantes
Director and Librarian
512.218.7010

**PROJECT DATE**
2018 - Ongoing

**BUDGET**
$30 million

# ROYSE CITY CITY HALL

## Royse City, TX

Parkhill is in the beginning stages of working with Royse City to design a new City Hall. During the design process, we are analyzing the current staffing and potential future growths in a programming and needs assessments. Based on the program we will aim to understand each department's needs to ensure we are allocating appropriate space for the various teams and employees. A feasibility study will evaluate the building's physical condition and functional performance against construction and design standards. After a thorough workplace strategy, Parkhill will provide conceptual design for a floor plan and drawing of the new city hall.

**PROJECT SCOPE**
21,000 SF

**PROJECT DATE**
2023 - Est. 2024

**CLIENT LIAISON**
Samantha Nelson - Finance Manager
972.524.4818
305 N. Arch St. Royse City TX 75189 US

**BUDGET**
$24 million

# TARRANT COUNTY SPACE PLANNING STUDY

## Fort Worth, TX

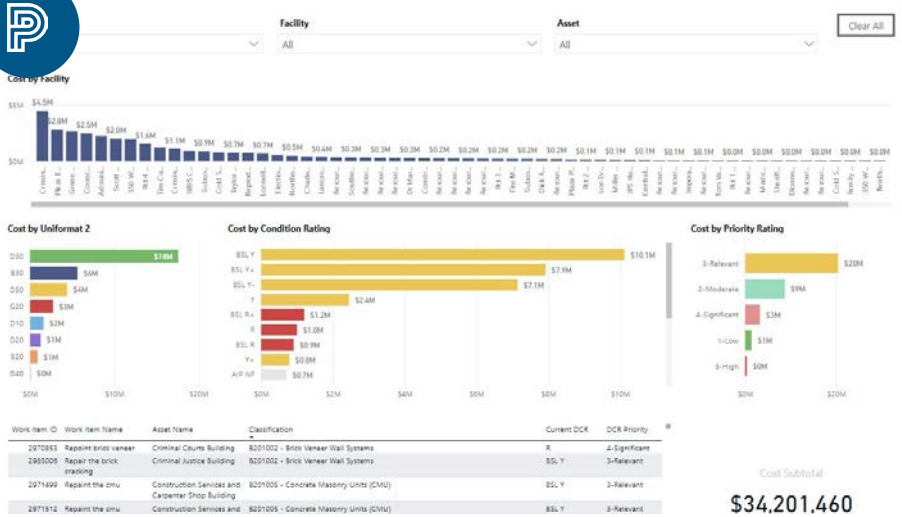
Parkhill lead the Master Planning study for Tarrant County to provide a roadmap for future facility needs. Scope of work included over 70 departments, consisting of over 4,000 staff and over 5.2 million SF of facilities. Utilizing peer analysis and data analytics, our team has engaged with stakeholders to develop a comprehensive, cost effective, and streamlined plan to overcome the current space and financial challenges while simultaneously laying the groundwork for future growth. Parkhill's final deliverable included a facility needs assessment, staff projections, space demand forecasting, and master planning.

**PROJECT SCOPE**
5 million SF

**PROJECT DATE**
2022 - Est. 2026

**CLIENT LIAISON**
Elizabeth Pietzsch
Senior Contracts Administrator
817.884.1141

**BUDGET**
$1.7 million



# DENTON COUNTY CARROLL BUILDING FEASIBILITY STUDY

## Denton, TX

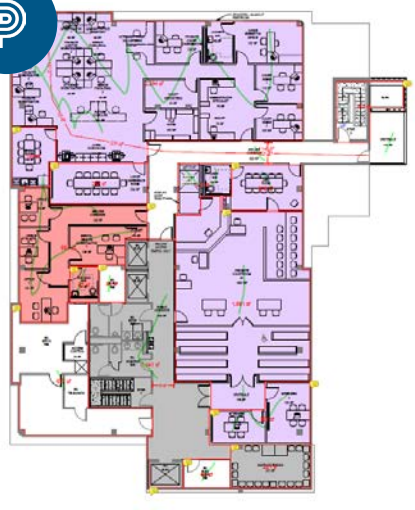
Parkhill was tasked with evaluating the existing Joseph A. Carroll Administrative Building in an attempt to evaluate its physical condition and functional performance. Our efforts will help the Owner make informed decisions regarding future construction projects, potential renovation and/or re-purposing of the facility.

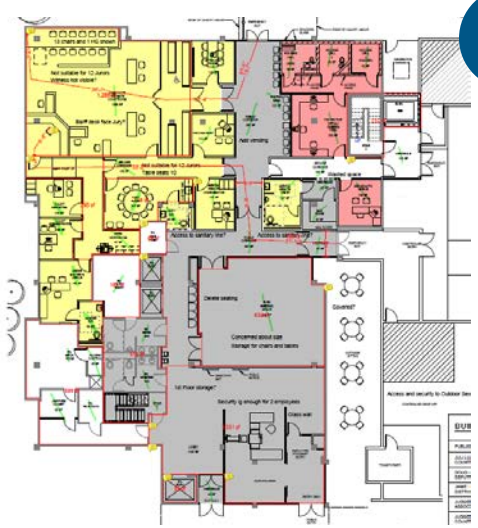
**PROJECT SCOPE**
51,704 SF

**PROJECT DATE**
2023

**CLIENT LIAISON**
DeWayne Snider
DeWayne.Snider@dentoncounty.gov
940.349.3255

**BUDGET**
$24,580





# SOUTHERN METHODIST UNIVERSITY FONDREN RESEARCH LIBRARY

## Dallas, TX

Parkhill had the opportunity to provide Design Services to SMU in the development of preliminary concept visioning and subsequent renderings for the Fondren Research Studio. The studio will be a 24-hour commons environment aimed specifically to support graduate and postgraduate research, innovation, learning, and ideation. In addition the development of this facility is strategic – both institutionally and geographically – to SMU's aspirations to become a national/global research activity institution, while being positioned synergistically between science and research space to the north, innovation spaces to the east, and the Hughes-Trigg Student Center to the south.

**PROJECT SCOPE**
24,000 SF

**PROJECT DATE**
2021

**CLIENT LIAISON**
Michael Molina, AIA, NCARB
msmolina@smu.edu
214.768.1265

**BUDGET**
$49,243

# MUNICIPAL EXPERIENCE

**MUNICIPAL COMPLEX**
McKinney, TX

**COURTS BUILDING**
Denton County, TX

**CITY HALL RENOVATIONS**
Frisco, TX

**SERVICE CENTER**
Coppell, TX

**NEW CITY HALL**
Royse City, TX

**PARKS ADMINISTRATION FACILITY**
Celina, TX

**ANNEX SERVICE FACILITY**
Rockwall County, TX

**PUBLIC WORKS MASTER PLAN**
Plano, TX

| Services Provided to Municipal Clients | NEEDS ASSESSMENT | MASTER PLANNING | DESIGN | ADMIN | POLICE/SHERIFF | FIRE | PARKS | REC CENTERS | AQUATIC | SENIOR CENTER | ARTS | PUBLIC WORKS | AVIATION | TRANSPORTATION | ANIMAL SERVICES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| City of Denton | ● | ● | ● | ● | ● | ● | ● | | | | | ● | ● | | |
| Denton County | ● | | ● | ● | | | | | | | | ● | | | |
| City of McKinney | ● | ● | ● | ● | | | ● | ● | | | | | | ● | |
| Parker County | | | ● | ● | ● | ● | | | | | | | | | |
| Rockwall County | ● | ● | ● | ● | ● | | | | | | | ● | | | |
| Tarrant County | | ● | ● | ● | | | ● | ● | | | ● | | | | |
| City of Arlington | | ● | ● | | | ● | ● | ● | ● | ● | | ● | | ● | |
| City of Frisco | ● | ● | ● | ● | ● | ● | ● | | | ● | ● | | | | |
| City of Mansfield | | ● | | | | | ● | | | | | | ● | ● | |
| City of Round Rock | | | ● | | | | ● | | | | | ● | | ● | |
| City of Cedar Park | ● | ● | ● | ● | | ● | | | | | | ● | | | |
| City of Leander | ● | ● | ● | | | | ● | | | | | | | | |
| Williamson County | | ● | ● | ● | | | | | | | | ● | | ● | |
| Taylor County | ● | ● | ● | | | | | | | | | | | | |
| City of Abilene | ● | ● | ● | ● | | ● | ● | | | | ● | | ● | | ● |
| City of El Paso | | ● | ● | | | | ● | ● | ● | ● | ● | ● | ● | | ● |
| City of Ennis | | | ● | | | | ● | ● | | ● | | | | | |
| City of Grapevine | ● | ● | | | | | ● | | | | | ● | | ● | |
| City of Lewisville | ● | ● | ● | ● | ● | ● | | ● | | | | ● | | ● | |
| City of Midland | ● | ● | ● | ● | ● | ● | ● | | | | | ● | | ● | ● |
| City of Odessa | ● | ● | ● | ● | ● | | | ● | | | ● | | | ● | |
| City of Plainview | ● | ● | | ● | ● | ● | ● | ● | ● | | | | | ● | |
| City of Lubbock | ● | ● | ● | ● | ● | ● | ● | | ● | | ● | ● | ● | ● | |
| Town of Flower Mound | | ● | ● | | | | | | ● | | | ● | | | |

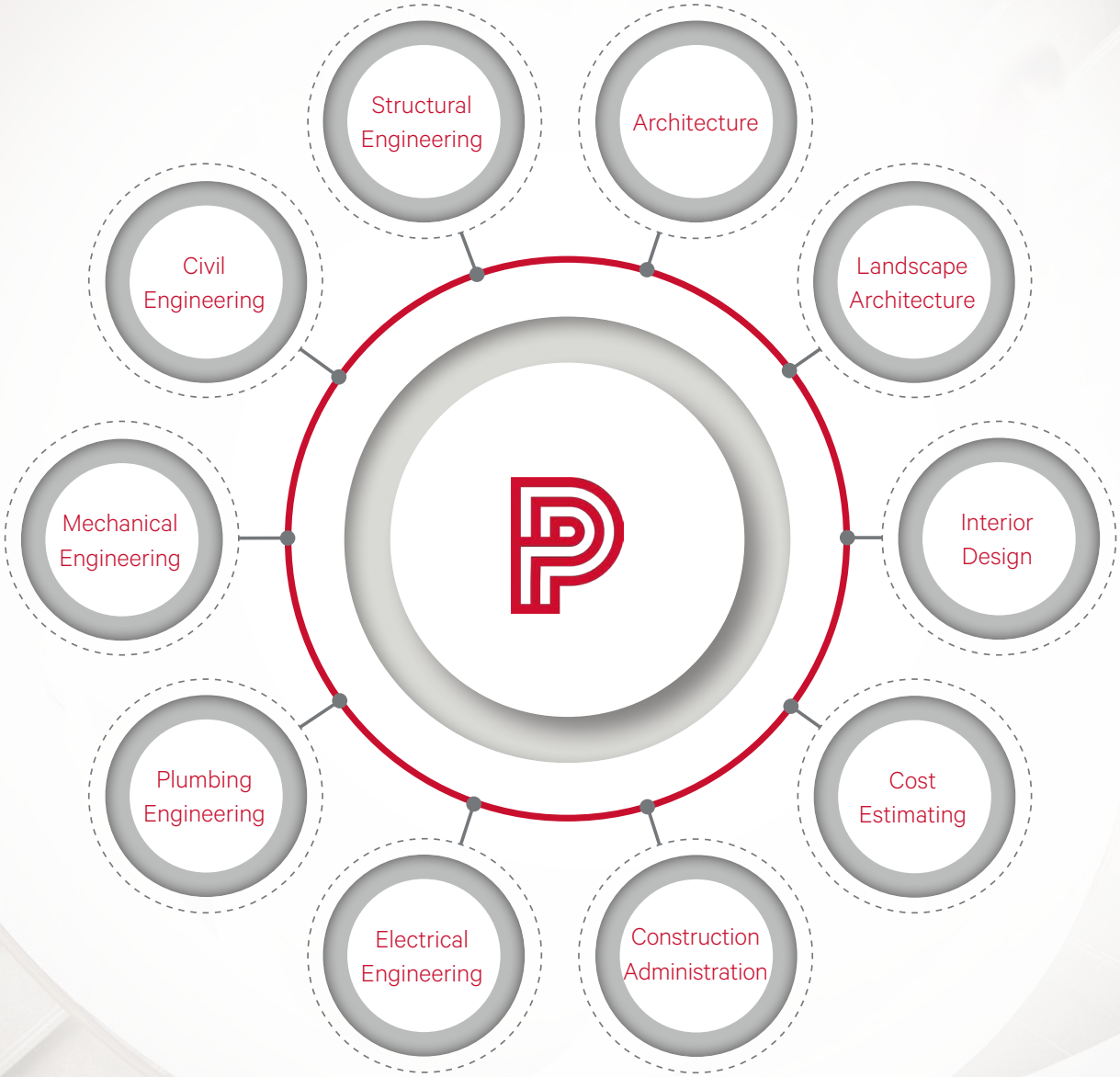
# TAB D

# Extra Information

1. Any additional information that the proposer feels applicable to the evaluation of the response or of their qualifications for accomplishing the study should be included in this proposal. Provide examples of previous projects that were recently completed.

2. The Conclusion section may be used to address those aspects of your services that distinguish you or your firm from others.

# ADDITIONAL SERVICES

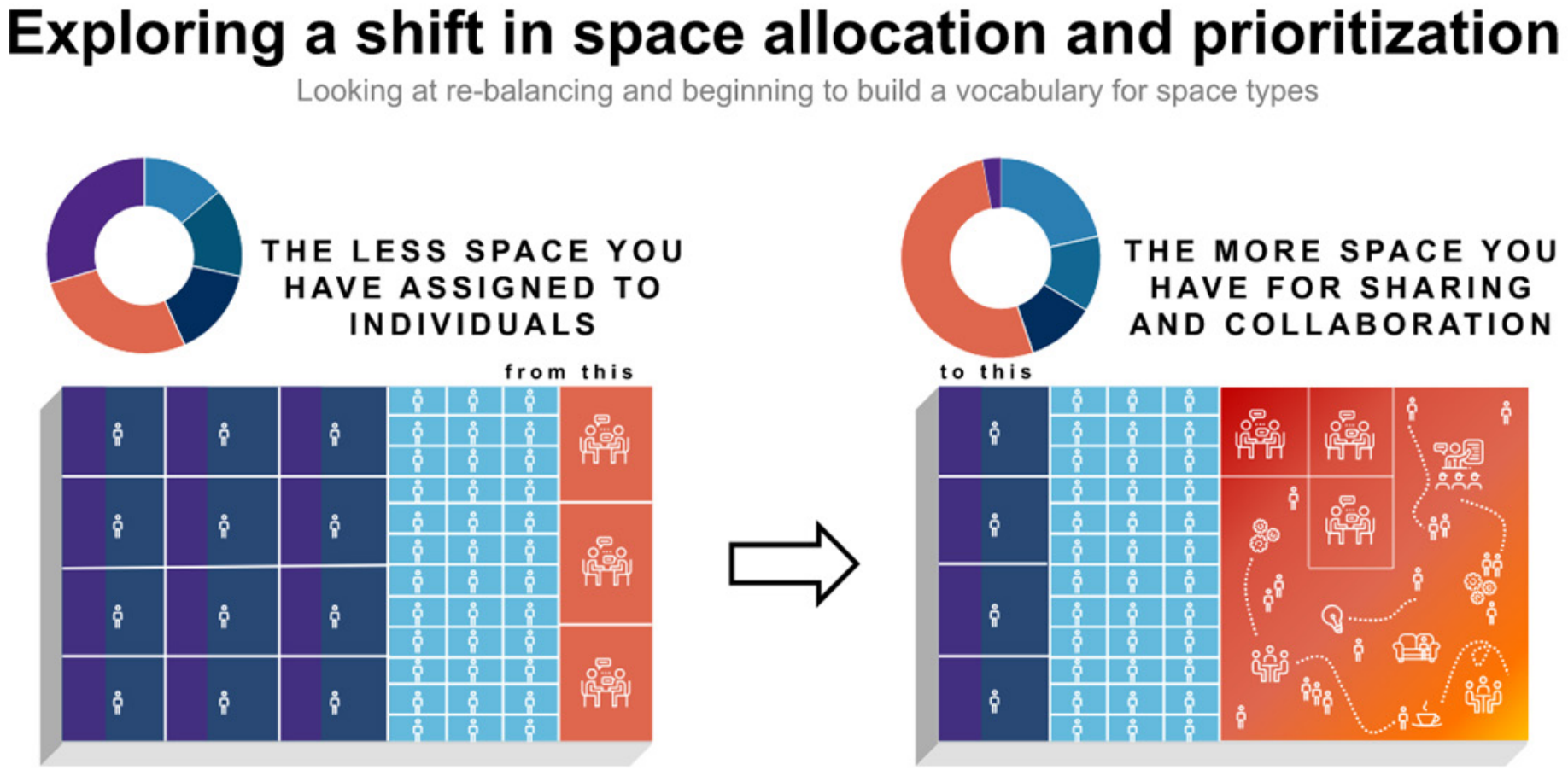


# WORKPLACE STRATEGY

Workplace Strategy is a key tool we utilize with our clients looking to renovate and utilize existing space. This effort helps to identify the most efficient and effective use of space while still maintaining your operation needs. Through this exercise, we will work with you to identify the various teams, work style needs, current employees as well as any anticipated future growth we can account for as we develop a unique workplace strategy for your organization. This tool can be utilized for the staff located in City Hall as well as the new trends of a 21st century library.

In addition to our own research, we will survey your team to ensure we're aligning our findings with the actual needs of your organization. This process is not a one size fits all solution; therefore, we aim to gain a good understanding of your operation and create a customized solution.

As we're evaluating the workplace strategy, we will provide visuals and information to help the teams understand what this shift in work environments could look like. We will continue to gather feedback throughout the process to aid in buy-in and the change management process.



# PEER BENCHMARKING ANALYSIS

Peer benchmarking data indicates the proportional distribution of staff, comparing a city with additional peer cities selected. This will allow the City of Lago Vista to establish a good strategy for the future in terms of staffing and assignment of departments.

The initial effort on this analysis is to look at population trends in the community, then capture staffing trends to compare with selected peer cities, and finally recommend future staffing needs for the specific department in this analysis. We will do this for both the Library and City Hall in Lago Vista. For the library, we will look at these items plus collection, library visits per capita, and programs per capita.

**POPULATION**

- important indicator of future demand
- best predictors of future staffing and workspace needs
- obtained based on exponential smoothing forecast method

**STAFFING**

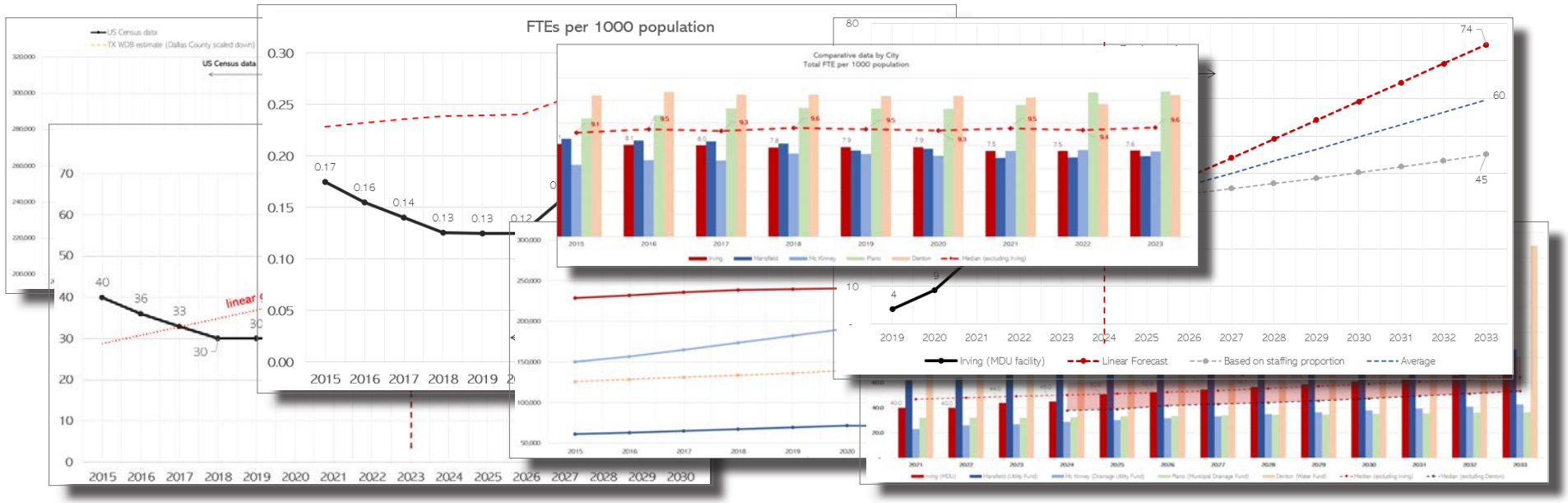
- inform the need for individual workspace and ancillary spaces
- 5-year and 10-year horizons for short-term planning and recommendations

**PEER CITY COMPARISON**

- choose peer cities that have had similar population increases over the years to notice trends

**CONCLUSIONS**

- final and realistic projections
- Parkhill recommends reassessing these projections every five years to capture unforeseen conditions.



# WHY OUR TEAM?

**EXPERIENCE IN LAGO VISTA**

**NATIONWIDE PUBLIC LIBRARY EXPERIENCE** Lago Vista gets the benefit of both the team and project manager's collective library experience in Texas and Nationally.

**PROXIMITY** Just up the road with current projects underway in your neighborhood.

**TEAMWORK** We have the demonstrated ability to collaborate as a team for previous library projects; we know how to maximize the experience and skills of each of the entire team (with the City of Lago Vista as the most important member) for the benefit of your project.

**METHODOLOGY** Our time-tested approach to projects is an inclusive, comprehensive and consensus built perspective. Our methodology will help you prioritize needs for now and in potential future phases.

**CONNECT** Our team has the proven ability to connect with diverse stakeholder groups.

**RESPECTFUL OF COSTS**

**PASSION** We are passionate about libraries and city halls and work to create unique solutions to meet your needs! Please talk to our references!

**Building | Community**

by creating inventive, relevant
built environments together.

Parkhill

Parkhill.com

**AGENDA ITEM NO. 12**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** November 21, 2024

**SUBMITTED BY:** Eric DeLaCruz, Finance

**SUBJECT:** Discussion, consideration, and possible action regarding the award of RFP 24-10 Short Term Rental Monitoring & Compliance, to Granicus LLC and authorizing the City Manager to execute an agreement for such services.

**BACKGROUND:** The City published a Request for Proposal for a Short-Term Rental Monitoring & Compliance Software on July 29, 2024, with a closing date August 21, 2024.

There were 5 firms that submitted a proposal; Avenu Insights & Analytics, Deckard Technologies, GovOS, Inc., Granicus LLC, and Sastah Solutions. The top 3 proposals have been attached for reference.

A scoring committee was created to score the proposals based on 3 criteria (Qualifications/Experience, Proposed Pricing, , and Ability to meet the City's needs). The reviewers consisted of City Staff. Individual members of the review team included Chief Boshears, Cole Bakley, Eric Zeno, Jillian Dougherty, and Tracie Hlavinka.

**FINDINGS:** After a thorough review, Granicus LLC advanced as the top scorer. There are multiple questions that arise based on the findings of the proposals:

- These systems aren't automated and will require City staff to maintain and monitor the system.
- The firms provide expertise in some areas and are only sufficient in others. (e.g. Avenu's tax collection and tax reporting are best of the proposals, and only sufficient in their compliance system.)
- A formal STR Ordinance has not been adopted, and most of these systems will be based on ordinances passed by the City.

**FINANCIAL IMPACT:** Cost will be based upon different options required. All solutions from identification to compliance has no initial setup fee and an annual cost of $24,959.

**ATTACHMENTS:**
RFP 24.10 Short Term Rental Tracking Monitoring and Compliance FINAL docx.pdf
Granicus Proposal to Lago Vista RFP No. 24-10.pdf
RFP No. 24-10 Deckard Technologies.pdf
Avenu_STR_PROPOSAL_CITY OF LAGO VISTA FINAL.pdf
GovOS Proposal STR RFP.pdf
Sastah Solutions LLC Proposal RFP 24-10.pdf
RFP 24-10 Scoring Summary.pdf
RFP 24-10 Scoring Tracie .pdf
RFP 24-10 Scoring Cole .pdf
RFP 24-10 Scoring Boshears .pdf
RFP 24-10 Scoring ERic .pdf
RFP 24-10 Scoring Jillian.pdf

CITY OF
LAGO VISTA
TEXAS

# REQUEST FOR PROPOSAL (RFP)

**For**

**Project Title: Short Term Rental Tracking, Monitoring & Compliance Software**

**RFP No. 24-10 Request for Proposals for Short Term Rental Tracking, Monitoring & Compliance Software**

**Issued: July 29, 2024**

**Proposal Submission Deadline: August 21, 2024, 3:00pm CST Local Time**

***NO LATE PROPOSALS SHALL BE ACCEPTED***

<table>
<tr>
<td><u>RESPONSES SHALL BE DELIVERED SEALED TO</u>:<br>CITY OF LAGO VISTA<br>City of Lago Vista<br>5803. Thunderbird<br>Lago Vista, Texas 78645<br><br>Or<br><br>Online via BidNetDirect:<br>http://www.bidnetdirect.com/texas/lagovista</td>
<td><u>Or RESPONSES SHALL BE MAILED TO:</u><br><br>CITY OF LAGO VISTA<br>City of Lago Vista<br>P.O. Box 4727<br>Lago Vista, Texas 78645<br><br>_____</td>
</tr>
<tr>
<td>PRE-SUBMITTAL CONFERENCE WILL BE HELD VIA GoToMeeting :<br><br>N/A</td>
<td rowspan="3">NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSALS:<br><br>Contact Person: _____<br><br>Title:_____<br>Phone: (  )_____ Fax: (  )_____<br><br>Email:_____<br><br>Signature:_____<br><br>Printed Name:_____</td>
</tr>
<tr>
<td>FOR ADDITIONAL INFORMATION<br><br>REGARDING THIS RFP PLEASE CONTACT:<br>Eric De La Cruz<br>eric.delacruz@Lagovistatexas.gov</td>
</tr>
<tr>
<td>RETURN THIS COVER SHEET AS INTENT RESPONSE TO:<br>Tracie Hlavinka<br>City Manager<br>City of Lago Vista<br>5803 Thunderbird Street<br>Lago Vista, Texas 78645</td>
</tr>
</table>

# REQUEST FOR Proposals

The City of Lago Vista invites participation in the Request for Proposals (RFP) for experienced and qualified firms, for the implementation of a Short Term Rental tracking, monitoring and compliance software system. The system would include end to end management of Short Term Rentals operating in Lago Vista City Limits. The City is looking to facilitate all aspects of short term rental tracking, monitoring, reporting and compliance.

## 1.0 SUBMISSION OF PROPOSALS

Proposals shall be submitted through one the following options: online via http://www.bidnetdirect.com/texas/lagovista , by mail to City of Lago Vista, P.O. Box 4727, Lago Vista, TX, 78645, or **SEALED** in person at City Hall, 5803 Thunderbird, Lago Vista, TX, 78645. All materials shall be PDF file format and formatted to be easily printed on standard 8.5 x11 paper.

**1.1** Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

**1.2** If the proposer desires not to submit a Proposal at this time, but wishes to remain on the commodity notification list, please submit a "**No Quote**" response (same time/location). The City of Lago Vista is always very conscious and extremely appreciative of the time and effort expended to submit a proposal. However, on "No Quote" responses please communicate any qualification requirement(s) which may have influenced your decision to "No Quote."

**1.3** If a response is not received in the form of a "Request for Proposal" or "No Quote" for three (3) consecutive proposals, Proposer shall be removed from said notification list. However, if you choose to "No Quote" at this time but desire to remain on the notification list for other commodities, please state the specific product/service for which your agency wishes to be classified.

## 2.0 DELIVERY OF PROPOSALS

Proposals must be received no later than **3:00 p.m., August 21, 2023**. The submitting Proposer is responsible for the means of delivering the Proposal to the location listed in paragraph 1 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer or faults in email delivery will be the responsibility of the Proposer. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date recorded on the envelope of the submittal is the official clock for determining whether submittals are submitted timely. Proposals will not be opened until after the submittal deadline. City Staff may confirm receipt of submissions upon request but will not open or otherwise confirm completeness of submissions until after the passage of the submittal deadline. **Late Proposal documents and Unsealed Proposals will not be accepted under any circumstances.**

## 3.0 PROPRIETARY INFORMATION

**3.1** If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal those sections shall be deemed non-proprietary and made available upon public request.

**3.2** Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposal. Proposer shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Lago Vista, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request to the Attorney General.

## 4.0 COMPLETION OF RESPONSES

**4.1** Information presented in the Proposals will be used to evaluate the professional proposals of the Proposer(s) and to determine the Proposer(s) which will be selected to provide services to the City.

**4.2** Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

## 5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA

**5.1** Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from the City of Lago Vista at least eight (8) days prior to the published submission deadline, as referenced in Section 2.0 of this RFP.

**5.2** If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections, or changes to the RFP made in any other manner other than writing are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.

**5.3** Requests for explanations or clarifications should be submitted via email to Eric.DeLaCruz@lagovistatexas.gov. Emails must clearly identify the RFP Number and Title.

**5.4** Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of Lago Vista. Proposers shall acknowledge receipt of all addenda within the responses.

## 6.0 WITHDRAWAL OF PROPOSALS

A representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

## 7.0 AWARD OF CONTRACT

**7.1** It is understood that the City reserves the right to request additional information, waive immaterial errors or omissions, to accept or reject any and all Proposals, or to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Lago Vista. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Lago Vista to accept any Proposals. If an award of contract is made, it shall be made to the proposer offering the most comprehensive, creative, qualified, and responsive proposal at the best value to the City. In determining the best value for the City, the City may consider:

7.1.1 the proposal Fees;
7.1.2 the reputation of the proposer and of the proposer's services;
7.1.3 the quality of the proposer 's services;
7.1.4 the extent to which the services meet the municipality's needs;
7.1.5 the proposer 's past relationship with the municipality;
7.1.6 the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7.1.7 the total long-term cost to the municipality to acquire the services; and
7.1.8 any relevant criteria specifically listed in the request for proposals.
7.1.9 For projects over $1.5MM the municipality will attempt to award project to lowest responsible bidder.

**7.2** The City reserves the right to award a single contract or multiple contracts by section listed in the Scope of Work.

### 7.3 Tentative Schedule of Events

| | | | |
|---|---|---|---|
| **RFP Release Date** | 7/29/2024 | | |
| **Questions Submittal** | 8/14/2024 | at 5:00 PM CST | Emailed to eric.delacruz@lagovistatexas.gov |
| **Proposal Due Date** | 8/21/2024 | at 3:00 PM CST | Online via BidNetDirect: http://www.bidnetdirect.com/texas/lagovista , Mail or hand deliver SEALED to City of Lago Vista 5803Thunderbird Lago Vista, Texas 78645 |
| **Proposals Opening** | 8/21/2024 | at 3:30 PM CST | Publicly read aloud in Council Chambers |

## 8.0 PERIOD OF ACCEPTANCE

Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City**.** The period of acceptance of proposals is one hundred and eighty (180) calendar days from the date of opening, unless the Proposer notes a different period.

## 9.0 TAX EXEMPTION

The City of Lago Vista is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

## 10.0 COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

## 11.0 NEGOTIATIONS

The City reserves the right to negotiate all elements that comprise the successful Contractor's response to ensure that the best possible consideration be afforded to all concerned.

## 12.0 NON-ENDORSEMENT

If a Proposal is accepted, the successful Proposer, hereinafter "Contractor," shall not

issue any news releases or other statements pertaining to the award or servicing of the Contract that state or imply the City of Lago Vista's endorsement of the successful Proposer's services.

## 13.0 UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Proposers' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the City Manager, Buyer, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's Contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's Contractors regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

## 14.0 PROJECT BACKGROUND

The City of Lago Vista, TX, is located in northwest Travis County, on the north shore of Lake Travis and has a population of over 9,000. City Council is in the process of creating a Short Term Rental Ordinance and is need of a Tracking, Monitoring, and Compliance system to track the Short Term Rentals. Currently there are estimated 300 known permitted STRs this does not include STRs that are zoned STR, which do not require permit and properties not currently reporting.

## 15.0 SCOPE OF WORK

The City of Lago Vista invites participation in the Request for Proposals (RFP) for experienced and qualified firms, for the implementation of a Short Term Rental (STR) tracking, monitoring and compliance software system. The system would include end to end management of Short Term Rentals operating in Lago Vista City Limits. The City is looking to facilitate all aspects of Short Term Rental tracking, monitoring, reporting and compliance.

### 15.1 Tracking –

- The system must be able to identify STR properties currently operating within City of Lago Vista city limits.
- Able to identify address, owner/property manager, and contact information of STR properties.
- Able to track booking information including number of occupants, and rental period.
- Ability to track booking pricing.
- Able to track location on map of STRs within specific area and identify STR hotspots (multiple STRs in localized area) within city limits.
- Track safety inspections.
- Track registration/permits for STR within city limits.

- Provide monthly estimates of HOT based on rental revenues.
- Ability to calculate amount due and outstanding balance of HOT for STR revenues.

**Monitoring –**

- Must be able to search and identify all online hosting platforms for STRs currently operating within city limits.
- Must be able to update data monitoring continuously.
- Monitor permit expiration.
- Monitor under- reporting of HOT.

**Reporting –**

- The system will need to have up to date reporting to stakeholders.
- Include maps and visuals of STR properties utilizing GIS files.
- Violation reporting and tracking.
- HOT calculations reporting by property.
- Complaint history and multiple offender properties.
- Hotline for complaints.

**Compliance –**

- Violation reporting and tracking.
- Ability to send alerts to STRs not in compliance.
- Ability to integrate with code enforcement regarding complaints, and violations.

**Additional Inclusions –**

- Include any additional offering your firm may offer to lessen staff workload.
- The system should require minimum staff involvement and should be mainly handled by firm and software.
- Include onboarding pricing and yearly pricing.
- Please breakdown pricing by category.
- Include referrals from clients.
- 1 year term with option to renew yearly

**All services shall be administered in conformance with Federal and State Laws, and applicable City of Lago Vista policies and procedures.**

## 16.0 SUBMITTALS

In order for your qualifications to be considered, the following information should be submitted with your proposal:

- **Cover Letter –** All responses must include a cover letter. The cover letter must include name, address and telephone number of the proposer, and name, title, address, telephone number, fax number and email address of the person, or persons, to contact who are authorized to represent the proposer and to whom correspondence should be directed by the City Manager.
- Provide Accessibility and Responsiveness statement detailing firm or individual's accessibility and capability to respond to the City of Lago requests. Any hours of business operations.

- Provide references from previous or current clients.
- Any additional information that the proposer feels applicable to the evaluation of the response.
- The Conclusion section may be used to address those aspects of your services that distinguish you or your firm from others.

## 17.0 PROPOSAL EVALUATION PROCESS

- The City Manager will receive all submitted responses. An evaluation committee will be created to review all submitted responses and may select one or more finalists for interviews. Additionally, the city manager on behalf of the evaluation committee may require submission of supplemental materials.

- An evaluation committee will evaluate the responses to this Request for Proposal, conduct interviews with one or more firm/individual, and may recommend one or more firm/individual to the City Manager for consideration with the City Council. Selection of a firm may be made without discussion with Proposers after proposal is received. Proposals should, therefore, be submitted on the most favorable terms.

- The City anticipates selecting Proposer(s) that will be recommended to the City Council for award of a contract to provide the requested services to the City of Lago Vista.

The City reserves the right to reject any or all proposals

## 18.0 PROPOSAL EVALUATION FACTORS

The City will evaluate responses based on the following criteria:

Evaluation Criteria

1. Pricing..... **25 points available**
2. Qualification/Experience ……...**35 points available**
3. Ability to meet the City of Lago Vista needs..... **40 points available**

## 19.0 INTERVIEWS AND PRESENTATIONS

In fairness to all proposers, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected companies may or may not be requested by the City after the deadline for proposals. Selection may be made strictly from the information provided in the RFP. However, the City of Lago Vista reserves the right to conduct interviews with and request information from any Proposer.

## 20.0 BEST AND FINAL OFFER

The City reserves the right to request a best and final offer from any or all companies. Discussions in accordance with the terms of a request for proposals and with regulations

adopted by the governing body of the municipality may be conducted with Proposers who submit proposals and who are determined to be reasonably qualified for the award of the contract. Proposers shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions may be permitted after submissions and before the award of the contract. The City also reserves the right to reject any or all proposals, with or without cause, re-issue the RFP, or proceed in any manner determined to be in the best interest of the City.

Attachment "A" Follows

**Attachment "A"**

## OFFICIAL PROPOSAL FORM and CERTIFICATION FOR THE CITY OF LAGO VISTA, TEXAS

**This certification must be submitted with the proposal.**

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on a future Purchase Order or Notice of Award.

To furnish all materials and labor in accordance with the scope of work described in the Proposal for the specified lump sum, subject to all conditions shown therein and the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the materials and/or services as specified at the prices and terms herein stated and in accordance with the Request for Proposal, Clarification Letters, and any General Terms and Condition Specifications that they City might have issued in connection with this solicitation, all of which are made a part of this offer.

All pages of The City of Lago Vista's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

### NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT CONDUCTED BUSINESS WITH THE CITY OF LAGO VISTA

### FEDERAL FORM W9 REQUIREMENT:

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of Lago Vista Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of Lago Vista, 5803 Thunderbird, Lago Vista, TX 78645.

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

**PROPOSERS CERTIFICATION:**

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

**OUR company is a (Check One):**

Corporation ___ (The Proposal MUST be signed by an Officer of the company)

Partnership ___ (The Proposal MUST be signed by a General Partner)

Joint Venture ___ (The Proposal MUST be signed by an Officer of the company)

Sole Proprietor ___ (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE ___ WBE ___ SBE ___

Has the company been certified as a SMWBE by any governmental agency?

Yes ___ No ___

If yes, specify the governmental agency: _____

Date of certification: _____

**LETTERS OF CLARIFICATION:**

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

LETTER OF CLARIFICATION # 1 _____

LETTER OF CLARIFICATION # 2 _____

LETTER OF CLARIFICATION # 3 _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY/STATE/ZIP: _____

COMPANY REPRESENTATIVE

NAME: _____

TELEPHONE #: _____ FAX#: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

**Attachment "B"**
**HB 89 Form**

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**To Be Completed By Contractor:**

"I,_____(Name of certifying official), the _____ (title or position of certifying official) of_____(name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

_____
Signature of Certifying Official

_____
Title

_____
Date

## ATTACHMENT "C"

## CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., The City of Lago Vista) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Lago Vista City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at **http://www.ethics.state.tx.us/forms/CIO.pdf.**

Questions about compliance shall be directed to the Proposer's legal counsel.

Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense Under Chapter 176 is a Class C misdemeanor

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____

Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

**ATTACHMENT "D"**

**CITY OF LAGO VISTA**

**INSURANCE REQUIREMENT AFFIDAVIT**

**To Be Completed By Insurance Agent/Broker and Responder**

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City / State / ZIP: _____

Telephone No. ( ) _____ Fax No. ( ) _____

Proposer's Name and Company: _____

RFP Number and Title: _____

Insurance Agent / Broker Signature: _____ Date: _____

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature: _____ Date: _____

## ATTACHMENT "E"

## DRUG-FREE WORKPLACE CERTIFICATION

The_____(company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the _____ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor's policy statement;

Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace;

Notifying the City within ten (10) days of the Contractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

_____

Name of Organization / Contractor(s)

_____

Signature of Authorized Representative:

_____

Date:

**ATTACHMENT "F"**

**QUALIFICATIONS & REFERENCE SHEET**

**Please Complete and Return This Form with the Response**

The Contractor may furnish up to a maximum of three (3) references for projects of a similar size and scope, with the following information provided for each reference:

1. Client's Name _____

   Name of Contact _____

   Title of Contact _____

   Email address _____

   Telephone Number _____

   Website URL _____

2. Client's Name _____

   Name of Contact _____

   Title of Contact _____

   Email address _____

   Telephone Number _____

   Website URL _____

3. Client's Name _____

   Name of Contact _____

   Title of Contact _____

   Email address _____

   Telephone Number _____

   Website URL _____

**ATTACHMENT "G"**

**LAGO VISTA SERVICE AGREEMENT EXAMPLE**

**(TO BE COMPLETED BY THE SELECTED FIRM ONLY)**

| | | |
|---|---|---|
| **STATE OF TEXAS** | **§** | |
| | **§** | **AGREEMENT FOR SERVICES** |
| **COUNTY OF TRAVIS** | **§** | |

This Agreement for Services ("Agreement") is made by and between the City of Lago Vista, Texas ("City") and [Name of Entity]_____, a [Type of Entity]_____, ("Service Provider"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, City desires to engage the services of Service Provider as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to complete the City of Lago Vista Pool Replaster (the "Project"); and

**WHEREAS**, Service Provider desires to render services for the City on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.**
**TERM**

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Service Provider shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items or work prepared by the Service Provider in connection with this Agreement. Service Provider shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**ARTICLE II.**
**SCOPE OF SERVICE**

2.1 Service Provider shall perform the services in connection with the Project as set forth in the Scope of Services, Exhibit "A." Service Provider shall perform the services with the professional skill and care ordinarily provided by competent professionals in the same field, as the case may be, practicing in the same or similar locality and under the same or similar circumstances.

2.2 City shall, prior to commencement of services, provide Service Provider with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by Service Provider in connection with the Scope of Services represent the professional judgment of the Service Provider in accordance with the standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use Service Provider's instruments of service, including but not limited to reports, maps, cost estimates, recommendations, or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors, and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Service Provider hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Service Provider shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Service Provider as set forth in the Scope of Services. Record drawings created by the Service Provider which reflect information from the contractor/inspector shall include all plan sheets on a compact disc in a ".dwg" format and scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution.

## ARTICLE III.
## SCHEDULE OF WORK

Service Provider agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

## ARTICLE IV.
## COMPENSATION AND METHOD OF PAYMENT

4.1 Service Provider will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Service Provider shall be given one payment / deposit upon the start date of the project, and then paid the remaining amount once the project has been completed. The City shall pay such payments within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Service Provider shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

4.3 The project rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established project rates shall require the prior written consent of the City.

## ARTICLE V
## DEVOTION OF TIME; PERSONNEL; AND EQUIPMENT

5.1 The Service Provider shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Service Provider shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Service Provider's standard project rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Service Provider to perform the services under this Agreement, the Service Provider shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Service Provider may deem proper to aid or assist in the performance of the services under this Agreement. The Service Provider shall provide written notice to and approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Service Provider hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 The Service Provider shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

## ARTICLE VI
## MISCELLANEOUS

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Service Provider may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Service Provider to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Subcontracting. If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the Vendor under this solicitation, must be provided and clearly identified. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

6.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.5 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Travis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.8 Independent Contractor. It is understood and agreed by and between the Parties that the Service Provider, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Service Provider pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Service Provider shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.9 Right-of-Access. Service Provider shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Service Provider will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Tracie Hlavinka
City Manager
Lago Vista, TX 78645
Phone: (512) 267-1155

If Intended for Service Provider:

6.11 Insurance.

(a) Service Provider shall during the term hereof maintain in full force and effect the following insurance:

| Type | Amount |
|---|---|
| Workers' Compensation | Statutory |
| Employer's Liability | $1,000,000/$1,000,000/$1,000,000 |

| Type | Amount |
|---|---|
| Comprehensive General Liability<br>Including:<br>- Premises/Operations<br>- Products Liability/ Completed Operations<br>- Personal & Advertising Injury<br>- Broad form property damage, to include fire legal liability | $1,000,000 per occurrence; $2,000,000 General Aggregate or its equivalent in Umbrella or Excess Liability Coverage |
| Business Automotive Liability<br>a. Owned/leased vehicles<br>b. Non-owned vehicles<br>Hired vehicles | $1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis) |
| Cyber Liability<br>a. Business Interruption<br>b. Data loss/destruction<br>c. Computer fraud<br>d. Cyber Extortion<br>Incident Response and Privacy Notification | $1,000,000 |
| Tech E&O Liability | $1,000,000 |

(b) All policies of insurance shall be endorsed and contain the following provisions: (l) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Service Provider shall provide written notice to the City of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.12 Indemnification.

**SERVICE PROVIDER DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR**

**SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE SERVICE PROVIDER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE SERVICE PROVIDER EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).**

**INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE SERVICE PROVIDER'S LIABILITY.**

**THE SERVICE PROVIDER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SERVICE PROVIDER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 HB 89 and SB 252 Certifications. If this Agreement provides for payment to Service Provider of over $100,000, Service Provider hereby certifies that Service Provider does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, Service Provider hereby certifies that the Service Provider is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

6.16 Conflicts of Interest. By signature of this Agreement, Service Provider warrants to City that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of City. Service Provider further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. Service Provider warrants that it has submitted to City a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

6.17 Government Code Chapter 2274 Certification. If this Agreement provides for payment to Service Provider of over $100,000 and if Service Provider employs ten or more people full-time, then Service Provider, by signing below, certifies that: (1) Service Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm

trade association, and (2) Service Provider will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

6.18 Authority to Sign. The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

**By City:**

**EXECUTED** this_____day of_____, 2023.

City of Lago Vista, Texas

By: _____
Tracie Hlavinka, City Manager

ATTEST:

By: _____
Lucy Aldrich, City Secretary

**By Service Provider:**

**EXECUTED** this_____day of_____, 2023.

Service Provider

By: _____

Name: _____

Title: _____

GRANICUS

# *Empowering Modern Digital Government*

Easily monitor and track Short Term Rental compliance with

Granicus Host Compliance

## City of Lago Vista

Request for Proposal for Short Term Rental Tracking, Monitoring & Compliance Software

**Mike Bozich**
**Account Executive**
**(970) 708-9596**
Mike.Bozich@granicus.com

**Granicus**
1999 Broadway, Suite 3600
Denver, CO 80202
www.granicus.com
Date: August 21st, 2024

Commercial – In Confidence

# Cover Letter

Dear Evaluation Committee,

Thank you in advance for allowing us the opportunity to present this proposal. Based on the background information provided in the RFP materials and our extensive experience delivering these services and software to hundreds of cities and counties across North America such as Dallas, Houston, Nashville, Los Angeles, New Orleans, and Washington, DC, we believe we are uniquely qualified to perform the work described and well-positioned to help the City of Lago Vista achieve its short-term rental ("STR") compliance goals.

We are excited about the opportunity to partner with City of Lago Vista and confident that Granicus' govService Host Compliance solutions will be the best fit for your needs. At the core of our govService Host Compliance product offering, we have our **Address Identification** module, which enables communications with hosts and powers our full suite of modules to help manage the additional challenges posed by short-term rentals. We monitor 60+ STR websites, deduplicate listings, and leverage machine learning coupled with a team of more than 200 human analysts to provide our clients with an online dashboard with complete address information and screenshots of all identifiable short-term rentals.

- **Compliance Monitoring:** Ongoing monitoring of STRs for zoning and permit compliance, coupled with systematic outreach to illegal short-term rental operators.
- **24/7 Hotline:** Make it easy for neighbors to report, prove, and resolve non-emergency short-term rental related problems in real-time, any day, at any hour.
- **Rental Activity Monitoring:** Provides you with estimated occupancy and rental revenue for each property based on machine learning modules unique to govService Host Compliance.
- **ESRI Integration:** Seamlessly sync data between your existing ESRI instance and Host Compliance's database of short-term rentals to ensure parcel, address, and ownership consistency and accuracy across systems.

In this response, we will detail why the govService Host Compliance solution is the best fit for the City of Lago Vista. Along with our amazing customer service, City of Lago Vista will be provided an ongoing learning resource with Granicus University. Granicus continues to provide support before, during, and after the implementation. This ongoing support coupled with consistently delivering for its customers has led to Granicus becoming the leader in solutions that support government transparency and civic engagement.[1]

Sincerely,

Mike Bozich

Account Executive

(970) 708-9596

Mike.Bozich@granicus.com

[1]Granicus' statements regarding its plans, directions, and intent are subject to change or withdrawal without notice at Granicus' sole discretion. The information mentioned regarding potential future products is not a commitment, promise, or legal obligation to deliver any material, code, or functionality. Unless otherwise stated, this proposal is valid for 120 days.

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# Company Overview

**Legal Name: Granicus, LLC (DBA Granicus)**
Company Website: www.graincus.com
FEIN: 41-1941088

Granicus has been designing and implementing modern solutions for our government partners since our founding in 1999.

Granicus connects people and government with a unified experience that integrates website, online services, digital communications, and more to serve every resident equally and inclusively.

## Purpose-built for government

Granicus' cloud-based technology helps better connect people and government with no- and low-code solutions; unified, intuitive digital experiences; expanded reach to access your community; easy collaboration; and rich resident feedback. Purpose-built for government, our solutions are built with the infrastructure, scale, and security to empower public servant leaders across state, federal, national, and local agencies.

## Serving customers worldwide

Our comprehensive cloud-based solutions empower stronger relationships between government and residents across the U.S., U.K., Australia, New Zealand, Latin America, the Caribbean, and Canada. By simplifying interactions with residents, Granicus brings governments closer to the people they serve—driving meaningful change for communities around the globe.

## A platform for strong citizen relationships

Granicus products connect more than 300 million people, creating a powerful network to enhance government transparency and citizen engagement.

**With Granicus as their digital partner, organizations around the globe build stronger relationships with citizens - improving internal and external operations, community engagement, resident services, and trust in government.**

## 98%

Client retention rate across federal, state/provincial, and local governments.

## Dedicated customer support teams

A robust implementation and customer success organization provide 24/7/365 support resources whenever you need them.

## Serving every level of government

- 2,500 Local Governments
- 48 of 50 Largest Cities in US
- 200 Special Districts
- 450 Counties
- 250 School Districts

## Recognized by GovTech

Granicus has been selected as a GovTech 100 company by Government Technology magazine every year since 2018.

Website: www.granicus.com

## Granicus is 100% government focused

As a government-only service and technology provider, Granicus understands the needs of government in a focused and unique way. We work with local jurisdictions of all sizes – from small towns to populous counties, and everything in between. Today, governments must deal with many issues, such as:

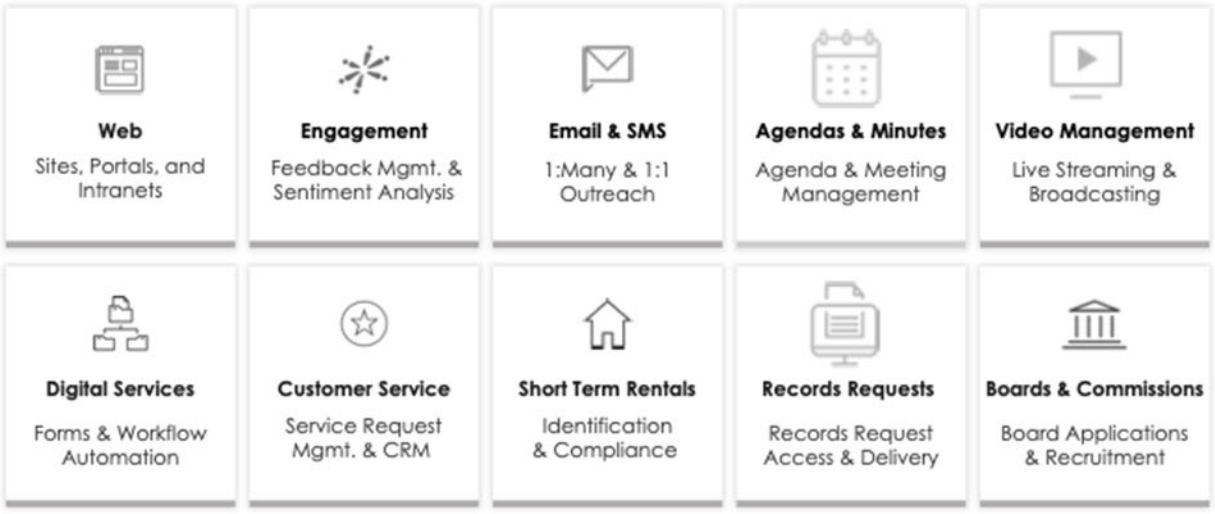
- Not enough staff with the skills needed to build and maintain technology
- Limited resources, requiring governments to do more with less and find ways to streamline how they provide services
- Decline of trust in government and the need to improve and protect it to develop productive relationships
- Inefficient processes resulting from disparate legacy systems and band-aid approaches to solving internal challenges
- Rapid policy changes that require new operations and quickly deployable forms of service delivery
- Resident expectations for more digital interactions

**Granicus helps you turn such issues into opportunities to increase trust, boost customer satisfaction, and better engage your community—all while empowering your staff with the right tools, skills, and processes.**

# Employees

Granicus employs over 1,300 employees in 7 countries including the United States, Canada, The United Kingdom, Australia, and New Zealand. We have over 1,000 US based Granicus employees.

# Range of services



# Every level of government succeeds with Granicus

| 2,500 Local Governments | 48 of 50 Largest Cities in US | 200 Special Districts | 450 Counties | 250 School Districts |
|---|---|---|---|---|
| Granicus solutions are the perfect fit for local governments of all sizes - from populations of 9,000 to over 10 million. | Local governments like Los Angeles, Houston, and Philadelphia trust Granicus as their platform. | Two-hundred special districts, including Metropolitan, Electric, Fire, Water, Transportation, Ports, and more use Granicus technology. | More than 450 counties of all sizes use Granicus to increase efficiency and communicate effectively. | Over 250 school districts use Granicus to manage K-12 priorities. |

# Company Information and Office Locations

## US

**Legal Name:** Granicus, LLC
**Website: www.granicus.com**
**FEIN:** 41-1941088

**In Business:**
Since 1999

**Washington D.C. (Contracts)**
1152 15th Street NW, Suite 800
Washington, DC 20005
800.314.0147

**Denver, CO (HQ)**
1999 Broadway, Suite 3600
Denver, CO 80202
800.314.0147

**Canada**
250 City Centre Ave, Suite 806
Ottawa ON K1R 6K7
800.314.0147

**United Kingdom**
The Beehive, City Place,
Gatwick, RH6 0PA
+44 (0) 800.032.7764

**Australia**
Level 8, 50 Market Street
Melbourne VIC 3000
+61 3 9913 0020

# Key Values

- Granicus uses **user-centered design** principles to create **digital services** that provide self-service options for your community, rather than just migrating current content to a more beautiful container. This increases satisfaction and trust in government for your residents, businesses, and visitors.
- Granicus uses **data-driven decision making.** We are uniquely positioned to learn from real-world behavior by looking at how existing services are currently used in your organization, as well as by our thousands of government customers.
- **If you cannot find it, you cannot use it.** We believe that site visitors shouldn't need to know how local government operates to be able to find the information and services they need. A powerful predictive search engine that utilizes natural language, along with a clear set of top tasks on the homepage, mean that most users can find what they need in one click. Your staff's tasks are prioritized by YOUR actual website usage data (not extrapolated from aggregate data).
- Granicus is **mobile-first** Our product templates, and your content, are tested for **accessibility** and **readability.** Granicus offers a selection of tested and proven content templates that make it easy for your staff to create better digital experiences for website users. Every pattern **meets the high accessibility standards outlined in WCAG 2.1AA** and **Section 508** and uses responsive, mobile-ready frameworks. Our patterns and designs are easy to adapt to support the diverse scope and needs of government digital services.
- Granicus provides **training and governance workshops** specifically tailored to each type of government user. Our robust **online support** and **product feedback** portal encourage your staff's participation in our ongoing product improvement.
- Granicus gives government staff the tools and appropriate **workflows and permissions** to change homepage images/look-and-feel, add forms and services, add CSS to the site when/where needed, and manage the pages and navigation of their site without needing to come back to our team for changes or ongoing development.

# Financial Details

- Granicus, LLC is a global leader in customer engagement and experience technology and services for the public sector. Granicus is a private company, and our financial position is not public information. Granicus is backed by Vista Equity Partners and Harvest Partners who together manage portfolio assets valued at upwards of $100 billion.
- Since its inception in 1999, Granicus has a proven track record that includes more than 20 years of experience delivering similar services to our 5,500+ government customers.
- If there are any concerns regarding Granicus's financial standing, please reach out to contracts@granicus.com.

# Philosophy

## Focus on Client Satisfaction

Simply saying we're dedicated to client satisfaction isn't enough. It's our relentless focus and one that we measure. In fact, across all of our client implementations over the past three years, our average client satisfaction rating is 9 on a 10-point scale.

At Granicus, anything less than the best for our clients is unacceptable.

- **Executives** – Our leadership team guides the entire company to do what is best for our clients. Each week, the leadership team reviews client satisfaction survey results and discusses any proactive actions that need to be taken. Our leadership team also brings years of experience across government, software, design, and technology industries to the table.
- **Certified Experts** – Our certified experts are passionate about helping you deliver a superior digital customer experience, which is why we are constantly learning and implementing new and better ways of doing things. Many of our team members hold the following certifications: Web Graphic Design certified, WebAIM WCAG 2.0 and 2.1 educated, Network and CCNA certified.
- **Project Managers and Customer Support** – Our project managers and customer support team are fanatical about your success and will go above and beyond to support you.

# Executive Summary

More municipalities rely on Granicus technology than any other short-term rental monitoring software provider. Granicus provides a one-stop-shop for solutions relating to the unique needs of communities – combining pre- during- and post-regulation monitoring into one integrated platform. Granicus is serving more than 500 local governments with short-term rental ("STR") program management software today and has developed a deep understanding of what works and does not when it comes to enforcing STR regulations. The govService Host Compliance solution is widely regarded as the leader in the STR compliance monitoring and enforcement industry.

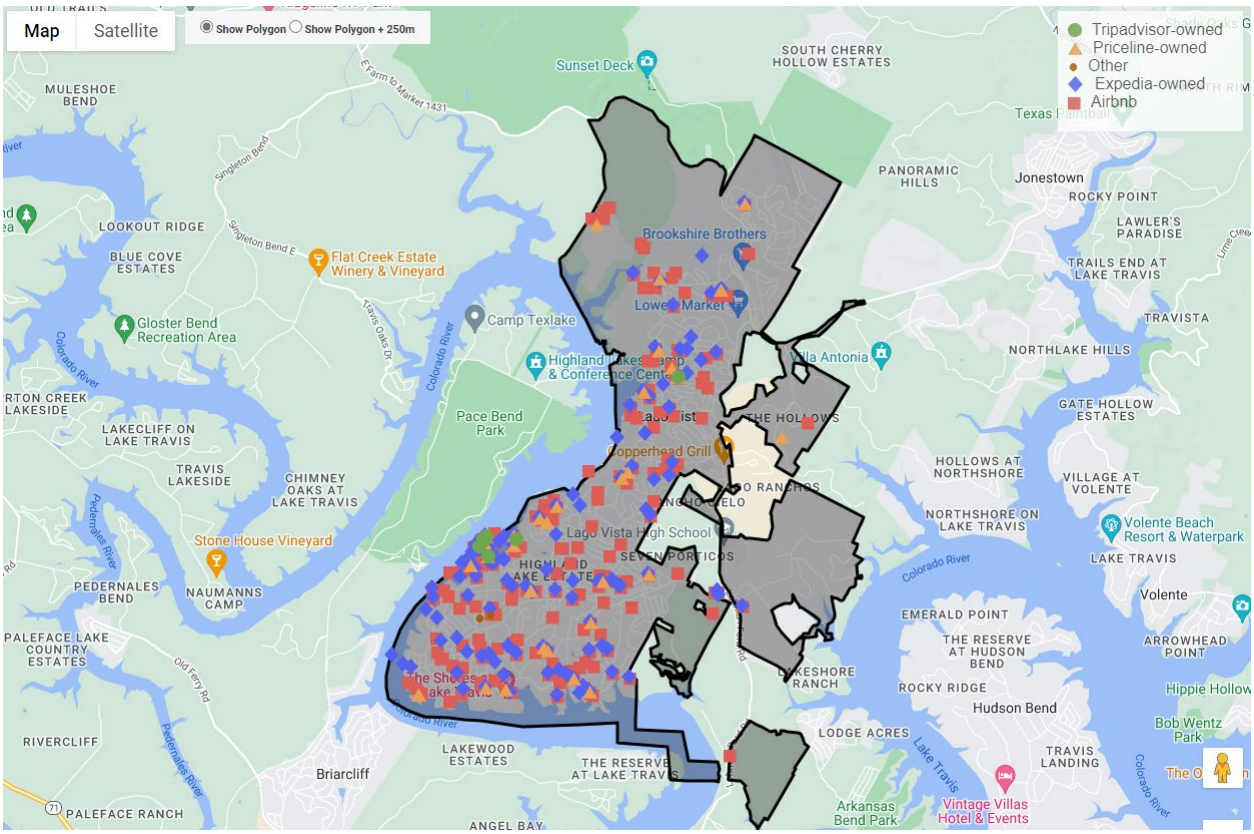
We are known for sharing best practices from working with our expanding customer base of local governments across North America, providing extensive support, and closely coordinating our activities with our clients. Furthermore, Granicus has been selected as a GovTech 100 company by Government Technology magazine for the past six years and has a 98.9% customer retention rate.

Granicus is a leading government software company with more than 6,000 local, provincial, state, and federal customers, which ensures that the Host Compliance software and services will remain ahead of the rapidly evolving sharing economy. From a financial perspective, Granicus is extremely stable and invests more than $20M annually in technology development. This investment means your community will benefit from the latest industry-leading advancements in STR identification and monitoring as well as leading security protocols to meet your data security and privacy law compliance needs.

This deep expertise, customer focus, and data-driven approach to innovation would enable us to help you quickly augment your existing processes with an integrated, cost-effective short-term rental compliance monitoring and enforcement solution that has been proven through widespread use in the local government space.

We believe that the govService Host Compliance solutions will enable your City to meet its objective of identifying and driving compliance of all STRs in Lago Vista.

Our analysis of Lago Vista's local market shows that the City's STR market is incredibly dynamic. To be specific, when we analyzed the STR market from one year ago, we found 315 active STRs. One year later, we find 379 active STRs. This means that in just 1 year, STR units in City of Lago Vista grew by 20%! Moreover, this net growth-rate doesn't tell the whole story and hides the fact that during the same 1-year time-period, 111 listings were deactivated, 97 listings were reposted, while 81 new listings were created, for a 27% annual turnover rate. This means that only 73% of the listings currently active were found online at this time last year, and that the City would have had to identify and deduplicate 546 listings over the course of the year. We believe this is important as it highlights the dynamic nature of STRs, and we believe we are the only firm that has the scale, technology, and experience to provide City of Lago Vista with the quality of service it should receive.




In order to meet the requirements of City of Lago Vista' RFP for monitoring and compliance for the 379 active STRs in Lago Vista, we propose bundling our Address Identification solution, which forms the basis for the Host Compliance platform, with our Compliance Monitoring, Complaint Hotline, Rental Activity Monitoring modules and ESRI integration. The package would meet all the specifications in the RFP including the location, identification, and compliance verification of all STRs. For added details on our full suite of modules:

- **Address Identification** scans over 60 STR platforms for listings, deduplicates them, and leverages machine learning and a team of over 200 analysts to identify the addresses of listings. Our platform takes high-resolution screen shots of all active listings weekly and provides full address and ownership information for identifiable STR listings. The system collects over 150 data points, including all available listing information for non-identifiable STR listings. This module is configured during implementation to assess registration compliance. It also captures sufficient information for more advanced compliance monitoring by any number of parameters (e.g., minimum number of nights available for rent, number of bedrooms and bathrooms, etc.)
- Our **Compliance Monitoring** builds upon the functionality of Address Identification and provides ongoing monitoring of STRs for zoning and permit compliance, coupled with systematic outreach to illegal short-term rental operators. Customize an unlimited number of letter templates, set specific criteria, and send any number of physical letters in bulk via USPS at the click of a button.

- Our **24/7 Hotline** provides both a local, toll-free number and a mobile-enabled online portal for neighboring citizens to report non-emergency short-term rental issues through either channel. Upon complaint submission, the system automatically contacts the emergency contact on file in real-time, pushing the responsibility of resolution back to the host themselves, rather than to police or other non-emergent community resources.
- Our **Rental Activity Monitoring** focuses on occupancy and revenue estimates, going beyond the simple recording of days blocked on a calendar or the number of reviews left. RAM leverages advanced rental frequency and activity estimation algorithms to provide revenue and occupancy estimates on min, mid, and max level tiers, helping staff identify and target any auditing efforts towards those hosts who fail to report or underreport taxes.
- Our **ESRI Integration** eliminates the need for periodic assessor data uploads by integrating with your existing ESRI instance and syncing data bi-weekly across both systems. The integration ensures that Host Compliance is always up-to-date with parcel data, property details and ownership information.

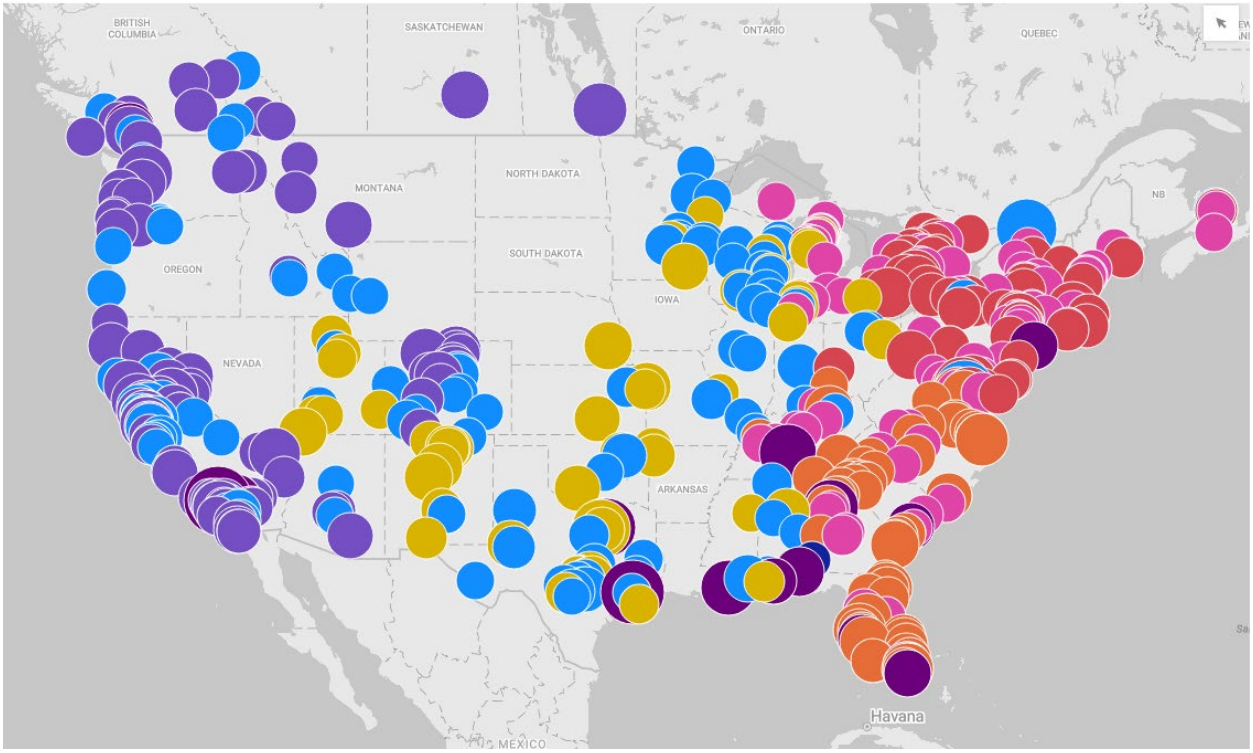
Finally, a highly capable Customer Success team that is dedicated to ensuring the City's effective use of the govService Host Compliance platform is included as part of our solution. We have worked with some of North America's most sophisticated cities such as Boston, Hollywood, Las Vegas, Los Angeles, Nashville, San Antonio, and Vancouver on their STR problems and bring that experience and expertise to all of our customers, large or small.

# Why Host Compliance?

Host Compliance is the most comprehensive and secure short-term rental compliance monitoring software on the market - more than 500 government organizations work with Granicus Host Compliance to help them create a more efficient and effective government while ensuring revenue collection.

## Trusted

Granicus partners with more than 6,000 governments at all levels to provide solutions that enable better communications, process automation, and engagement. This scale has allowed us to quickly learn from our customers and pioneer best practices around implementation and support, ensuring our partners' success for years to come. Our teams of highly trained project managers, dedicated customer success consultants, and a close marriage between our technical support staff and software engineers are just a few reasons why thousands of organizations trust Granicus to support their initiatives.




## Comprehensive

Granicus offers the only comprehensive platform to fulfill your government communications, short-term rental management, meeting and agenda automation, and web content management needs. The Granicus' platform allows you and your staff to work within a single platform for a seamless experience with your Granicus solutions and our support staff.

# Overview of Proposed Solution

Granicus is pleased to present our platform of new technology and expert professional services to provide City of Lago Vista with a solution that meets and exceeds the requirements set forth in your Request for Proposal. Our 100% cloud-hosted software solutions were designed specifically for governments like yours to spend less time managing the manual aspects of the short-term rental compliance monitoring process and more time engaging important stakeholders in productive ways. We make this possible by providing our clients with all the software necessary to streamline and automate everything from identifying short-term rental properties to paperless tax payment and collection. Additionally, our user-friendly and easy-to-deploy software solutions were built to make installation and deployment as effortless as possible. Below you will find a description of each of the proposed Granicus Host Compliance Suites, as well as a narrative of our implementation methodology, training, and support overview.

## govService Host Compliance

The number of Airbnb type short-term vacation rental listings has grown 15x since 2011. Without strategic ordinances and effective enforcement, short-term vacation rentals can bring safety, noise, trash, and parking problems - as well as impact long-term housing affordability and neighborhood character. Many communities struggle to define and enforce regulations that preserve community character and keep neighborhoods safe while ensuring revenue collection. Manually identification and monitoring of Airbnb type short-term vacation rentals as they continue to grow in number is nearly impossible.

**Comprehensive Short-Term Rental Compliance Monitoring Solution for Government**

Using artificial intelligence and machine-learning, Granicus' govService Host Compliance solutions provide the data that manual enforcement solutions cannot, reduces the hours spent managing compliance, and provides up to 20 times return on investment with recouped tax, permit, and fee revenues.

**What If You Could...**

- Understand the scale and scope of short-term rentals in the community and hold non-compliant hosts accountable?
- Recoup critical revenue that would otherwise be lost to non-compliance?
- Establish an even playing field for all types of lodging businesses and reduce the impact on community character?

**With Host Compliance You Can...**

- Get the visibility you need into your STR listings quickly and cost-effectively.
- Recover up to 20x more revenue from the STR market by increasing regulatory tax and permit compliance.
- Save staff time by automating time-intensive tasks like monitoring STR platforms and communicating with non-compliant properties.
- Make auditing financially viable through smarter identification of operators who under-report taxes or exceed rental frequency and rental-cap regulations.

**True Compliance Requires a Holistic Approach. Identifying STRs alone isn't enough.**

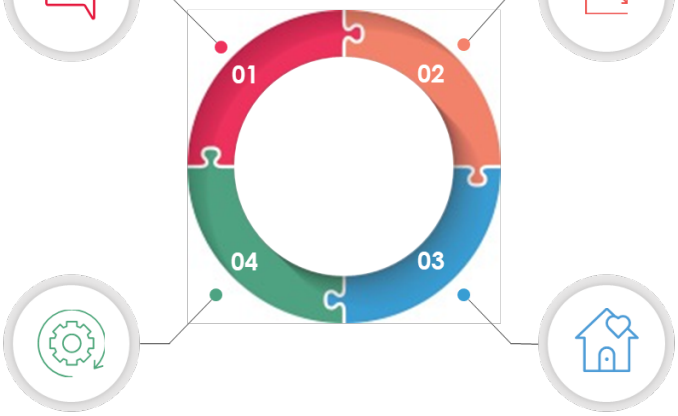
## You need to...

### Understand the market

Understand the size and scope of short-term rentals in your community

### Identify revenue loss

Ensure your community has identified every opportunity for revenue capture, creating an even playing field for all types of providers and residents




### Automate and save

Support greater staff efficiency with impactful tools and process automation to help implement and enforce fair regulations

### Protect the community

Ensure all lodging providers meet health and safety standards; develop short- and long-term plans to create, grow, or revitalize a community or area

# Address Identification

With the surge and resiliency of short-term vacation rentals, government agencies are struggling to address the negative side effects of the growing market while capitalizing on the economic opportunity. On top of that, the lack of data on individual properties makes understanding and verifying rental locations and activity extremely difficult.

Without the data, cities are unable to make sure short-term rental operators play by the rules and pay their fair share of lodging and hotel taxes. Now more than ever, leading governments are turning to data and technology to easily monitor the short-term rental market and find the addresses and owners of all identifiable STRs.

The Address Identification solution provides rich STR data that is secure, easy to manage, and quality checked. Listings across platforms are deduplicated, using machine learning matching algorithms, to produce unique properties for identification by human analysts. Use Granicus to monitor more than 60 vacation rental websites, align internal teams, and ultimately recoup critical revenue that would be lost.

> *We didn't even know 400 short-term rentals existed in Henderson until we saw the map on the govService Host Compliance software."*
>
> — *Eddie Dichter, Planning Manager, Henderson Nevada*

## Address Identification Features

- Real-time monitoring of short-term rental listings across 60+ STR websites
- Weekly analysis of STR activity
- STR activity updated weekly through website scanning
- Up-to-date list of active STR listings
- High resolution & full-screen screenshots of all active listings
- Automated evidence collection
- Full address & owner contact information for all identifiable STRs
- All available listing & contact information for non-identifiable STRs
- Export data into Microsoft Excel or CSV files

## DID YOU KNOW?

**2x**

The number of communities with 100+ STRs more than doubled in the last 4 years

# Address Identification Advantage

## What If You Could...

- See all individual rental property locations and activities in one search?
- Automate time-intensive tasks like monitoring STR platforms?
- Spend less time effectively regulating and enforcing short-term vacation rental regulations?

## With Address Identification You Can…

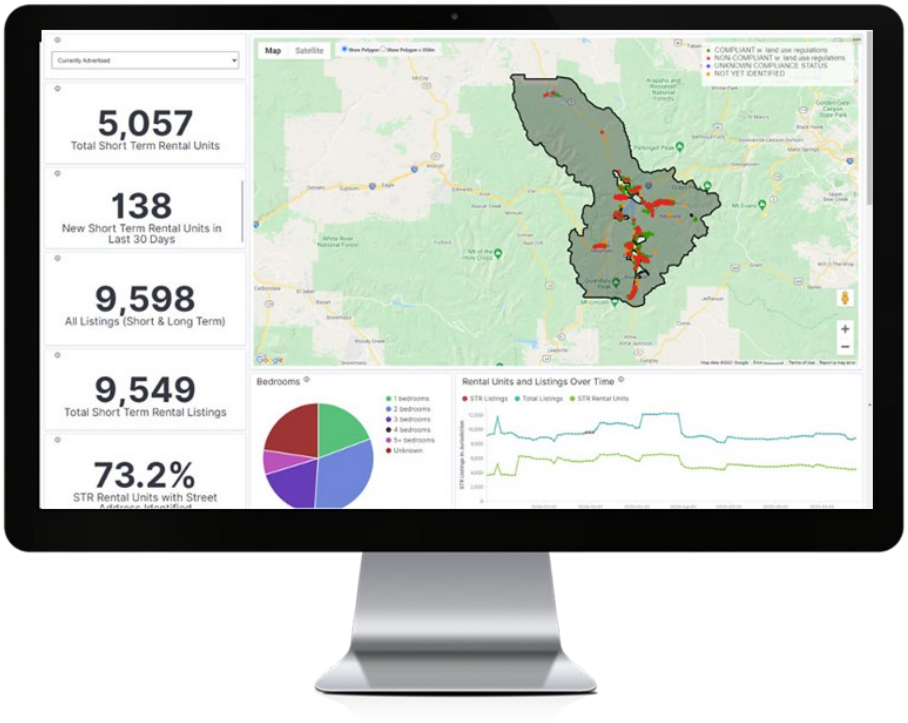



*Figure 1. The data and screenshots are made available to authorized users in an easy-to-use online dashboard and records management system and easily exported in Microsoft Excel or CSV file formats.*

## Quickly Identify the Short-Term Rental Properties in Your Community

- Monitor your community for short-term vacation rental listings across 60+ STR websites.
- Precisely identify the addresses and contact information of the associated properties.
- Ensure that your database of short-term vacation rental properties is always fully comprehensive and up to date.
- Access collected data easily with a live web-delivered dashboard.

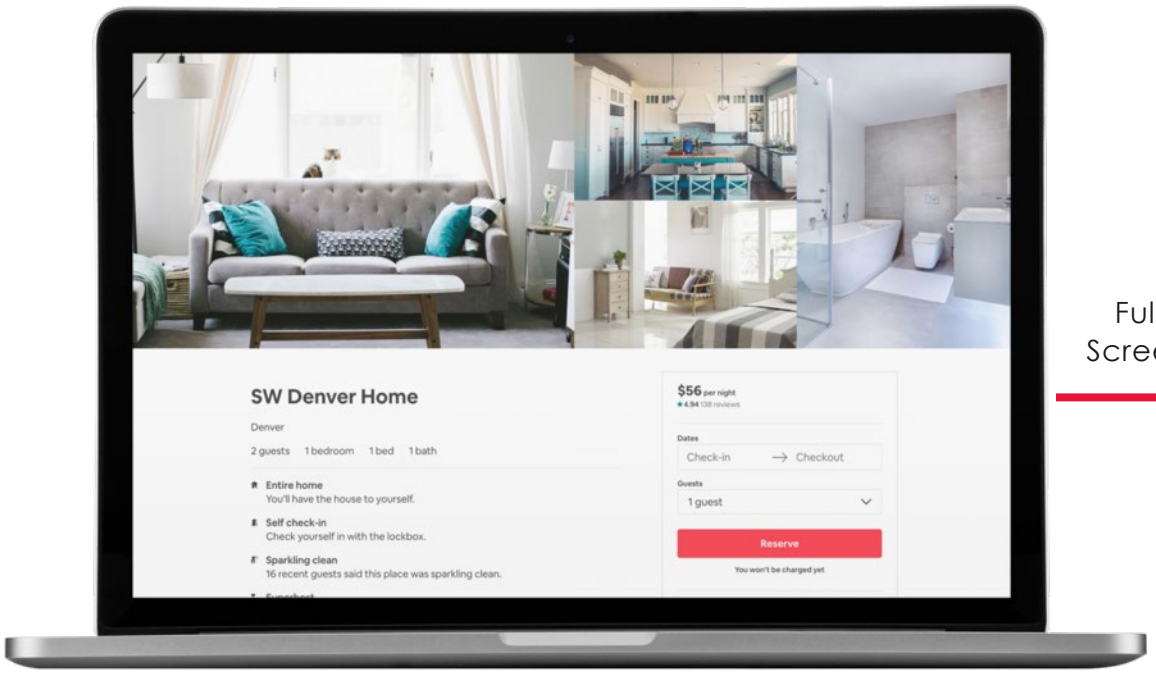


*Figure 2: Time stamped, high-resolution images and full-screen capture of each active listing available to print or download.*

## Automate the Systematic Capture of Listing Screenshots

- Time Stamped full-screen screenshots available to print or download.
- Deduplication of Listings across multiple platforms
  - Listings across platforms are deduplicated, using machine learning matching algorithms, to produce unique properties for identification by human analysts.
- STR activity updated weekly for non-compliant properties through website scanning.
  - High-resolution images and screen capture of each active listing (including reviews)
  - Screenshots are time-stamped and include everything related to the listings, including photos, maps, reviews, and descriptive information.
  - Each Screenshot is captured on a random time and day to eliminate the risk of non-compliant short-term rental operators "gaming the system."
- Providing the rationale and evidence is critical if there is ever a dispute with a homeowner over the availability of his/her property for vacation rental.

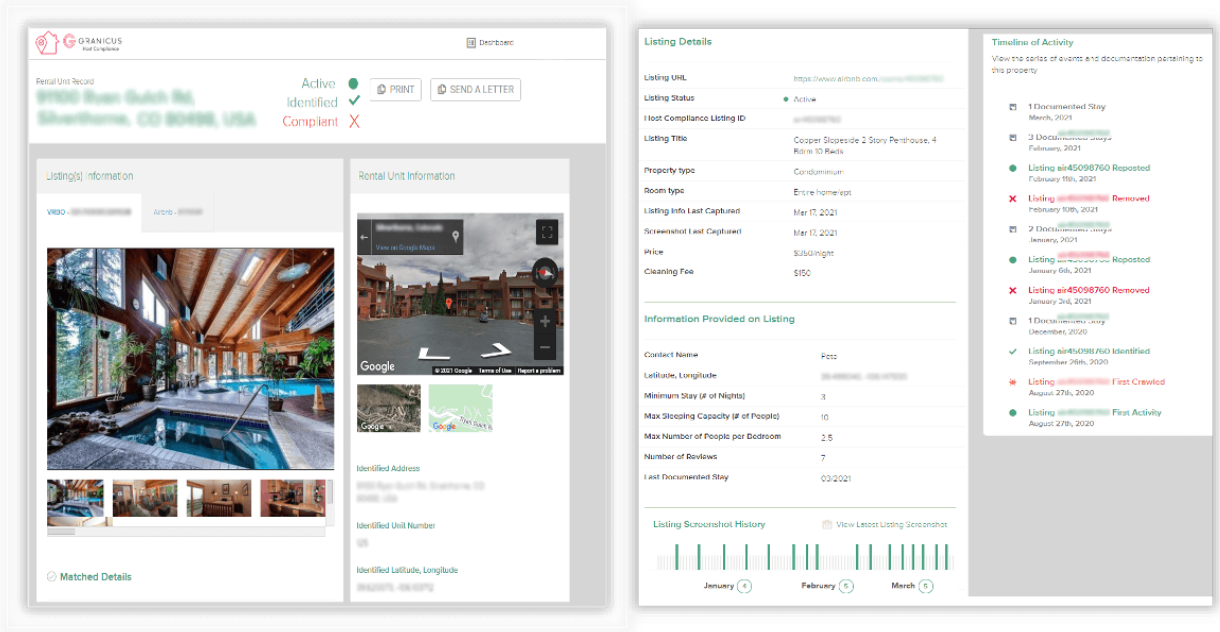



*Figure 3: Rental Unit Record - detailed analysis of individual rental units including listing details such as, property type, price per night, cleaning fees, min. night stay, max occupancy and more!*

## Get a Detailed Analysis of Individual Rental Units

- Listing status
- Complete photo archive of listing images
- Edit owner information
- Timeline of activity including stays
- Removed/reposted listings (Capturing even those trying to stay off your radar)
- Download or Print evidence of listing activity
- Address Identification Match Details

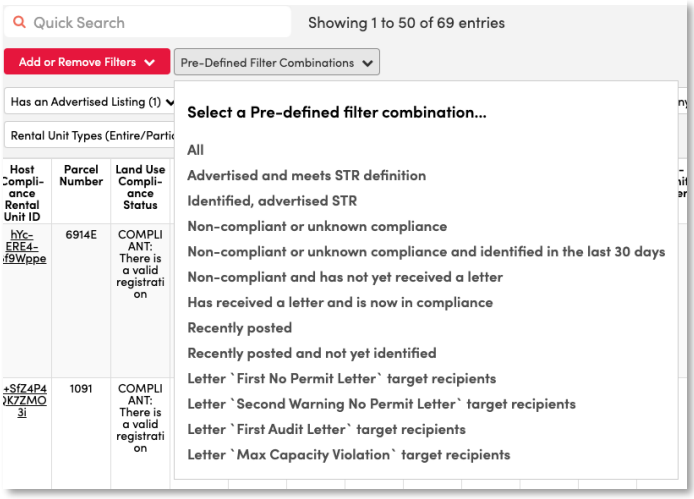



*Figure 4: Tabular display of ALL short-term rentals. Quick search, filter, and sort on all relevant data points to create custom reports or set Pre-Defined Filter Combinations. Reports can be downloaded at any time to Microsoft Excel/CSV.*

## Have a Tabular Display of All Short-Term Rentals

- Pre-defined filter combinations for quick access
- Quickly search fields to find specific information
- Filter and Sort on more than 150 data points and segment short-term rental listings by all relevant dimensions including zip/postal code, usage type, and property type. In addition to the data points listed in the RFP, Host Compliance's data can also be filtered, segmented, and analyzed by the many parameters below:
  - Listing platform
  - Compliance level
  - # of Bedrooms and Bathrooms
  - Maximum advertised occupancy
  - Maximum permitted occupancy
  - Minimum # of nights available for rent
  - Host Name/ID
  - Listings of Other Rentals Offered by the Host
  - # of Reviews
  - First and Last Review dates
  - The date the property was first active
  - Nightly rental rate
  - Contact information, when available
  - A limited number of keywords that may be identified by the City as being of interest
  - …and many other parameters

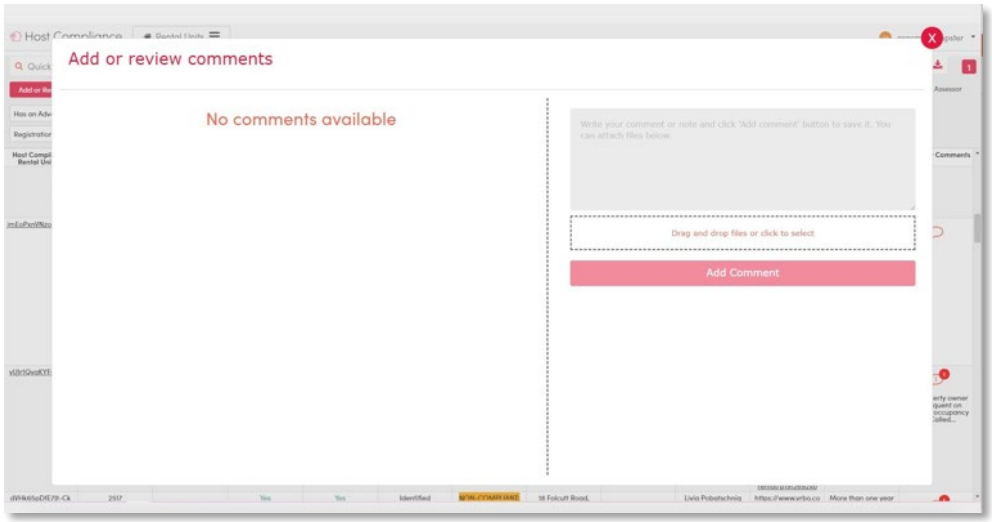



*Figure 5: Easily track the status of individual rentals and create case notes by adding comments or documents. These comments will be time stamped by the individual user so other staff members can be aware of any details related to that property/owner.*

## Track Status and Case Notes on Individual Rental Units

- Enable efficient interdepartmental collaboration
- Leave comments related to the property for other team members
- Upload photos, documents, etc.

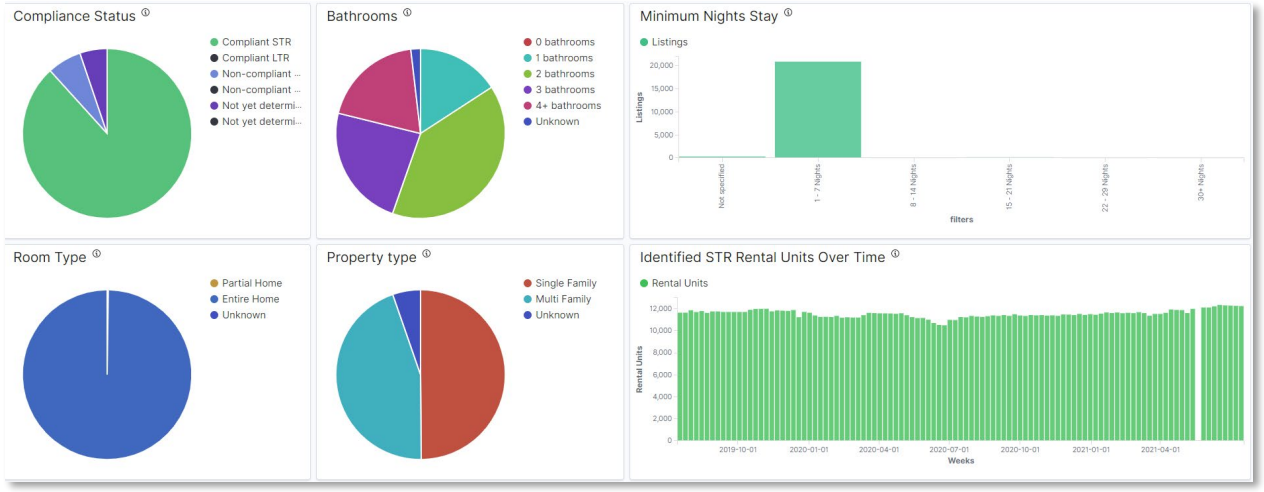



*Figure 6: Data about the listing type, home size, rental activity, and compliance status is provided in color-coded charts and graphs, allowing staff to understand the scale and scope of the local STR landscape at a glance.*

## Leverage Data to Enforce Short-Term Rental Regulations

- Configure your STR definition (e.g., Advertised less than 30 days)
- Configure allowable and/or restricted zones in your community
- Number of advertised allowable nights (e.g., Minimum Night Stay)
- Number of advertised guests (e.g., Occupancy Limits)
- Registration Requirements (e.g., Permit, License, Registration, State/Provincial Business License)
- Extract Permit, License or Registration number advertised on STR Listings
- Verify Permit, License or Registration number advertised on STR Listings with number on file

# Compliance Monitoring

The number of communities significantly impacted by Airbnb type short-term vacation rentals has more than doubled in the last four years. Combatting illegal short-term rental activity becomes even more difficult as listings rise. Knowing who is operating a short-term rental (STR) in your community is only half the battle. To ensure that everyone plays by the rules, it is important that operators are educated, compliance is constantly monitored, cases of suspected non-compliance are thoroughly investigated, and the operators who fail to follow the rules are notified proactively.

To make this data actionable, our systems compare it against regulation requirements, and then automatically categorize and label all advertised short-term rental units based on their compliance level:

- Fully compliant properties (e.g., properties that meet all regulatory requirements)
- Partially compliant properties (e.g., properties that satisfy some, but not all the regulatory requirements)
- Non-compliant properties (e.g., properties that do not satisfy any of the regulatory requirements)

Without automation and streamlined processes, there is not enough time in the day to accomplish it all.

> "I could not do what Host Compliance does. I don't think a team of ten could do what they do."
>
> – Kelli Nevills Senior Code Enforcement Officer, Douglas County, Nevada

## Compliance Monitoring Features

- Ongoing monitoring of STRs for compliance
- Proactive outreach to non-registered & illegal STR activity
- Weekly compliance reporting
- Up-to-date list of STRs operating illegally
- Comprehensive reporting of all letters sent
- Full-color screenshots of online listings included in letters
- Complete case history for non-compliant listings

**DID YOU KNOW**

**20-30%**

Issues with STRs growing at an alarming rate of up to 30% year over year

# Compliance Monitoring Advantage

## What If You Could...

- Inform property owners of the requirements for operating a short-term rental and how to take action without burdening your team?
- Send personalized communications to non-compliant STR property owners without needing to manually print and mail letters?
- Give your staff time back in their day to focus on community priorities by automatically identifying non-compliant properties?
- Deliver measurable results cost-effectively and quickly without using more resources?

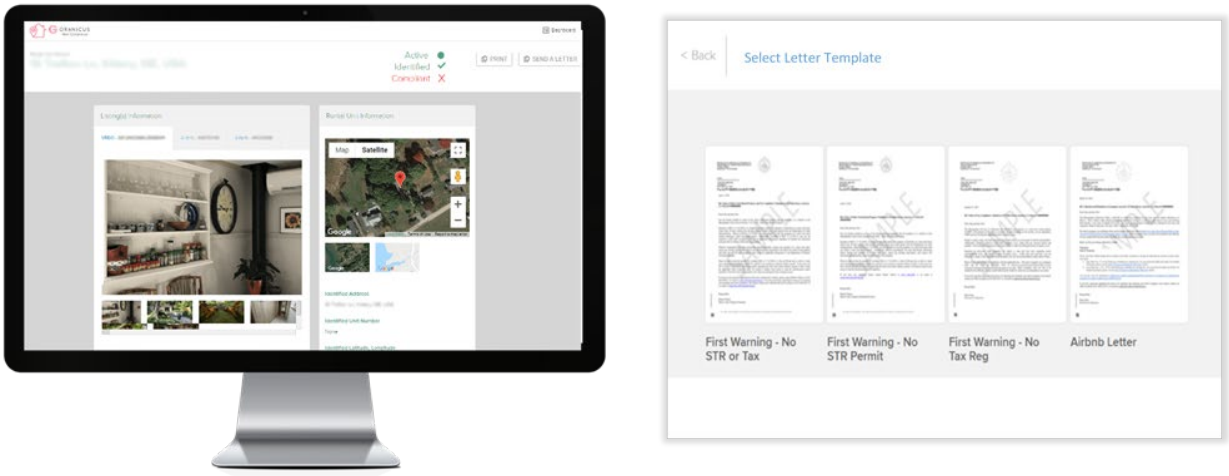



*Figure 7: Stay in control and save time by sending your enforcement letters with the click of a button.*

## With Compliance Monitoring You Can...

**Make it Difficult for Non-Compliant or Illegal Operators to Ignore You**

- Staff can easily send property owners direct mail communications to make them aware of your STR regulations and requirements with just a few clicks, for example:
  - When new non-registered properties are first identified, staff can send the owner an "initial warning" letter to remind them of the City's STR requirements and provide instruction on how to get into compliance.
  - If the owner does not comply with the rules within 30 days of receiving the "initial warning" letter, staff can send a follow up letter with a more sternly worded "Notice of Violation" letter.
  - If an owner does not comply with the rules after receiving the second letter, staff can review to determine the necessary follow-up based on your STR regulations and compliance rules.
- Include high resolution, color listing screenshots in letters - this inspires action and increases compliance exponentially!
- Include step-by-step directions on how to become compliant
- Reference the specific regulations violated
- List the potential penalties for continued non-compliance

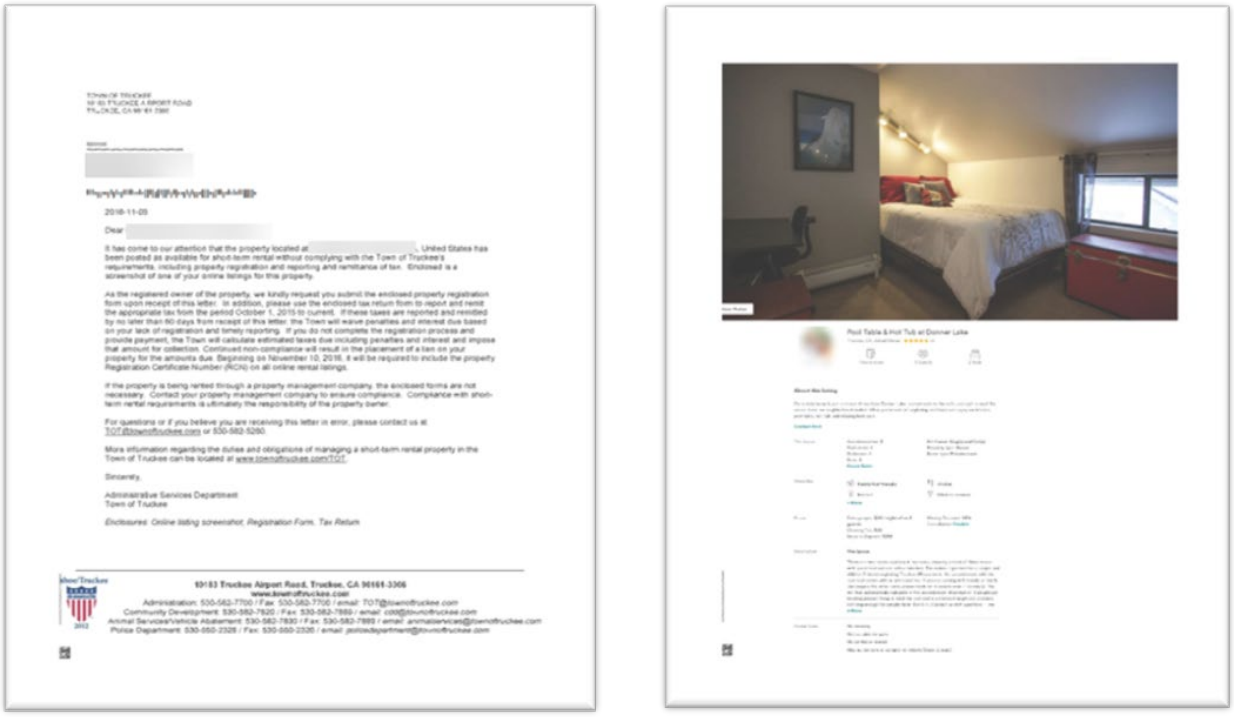


*Figure 8: Increase your outreach effectiveness and efficiency by automatically adding evidence to communications.*

## Save Staff Time by Automating Time-Intensive Manual Tasks

- Efficiently and effectively monitor both illegal and compliant STRs.
- No more envelope stuffing and stamp licking! Send letters using your letterhead with just a few clicks.
- Get access to best practice communications that can be optimized for the
- best compliance results.
- Comprehensive monitoring and reporting for all proactive and reactive compliance outreach all in one dashboard.

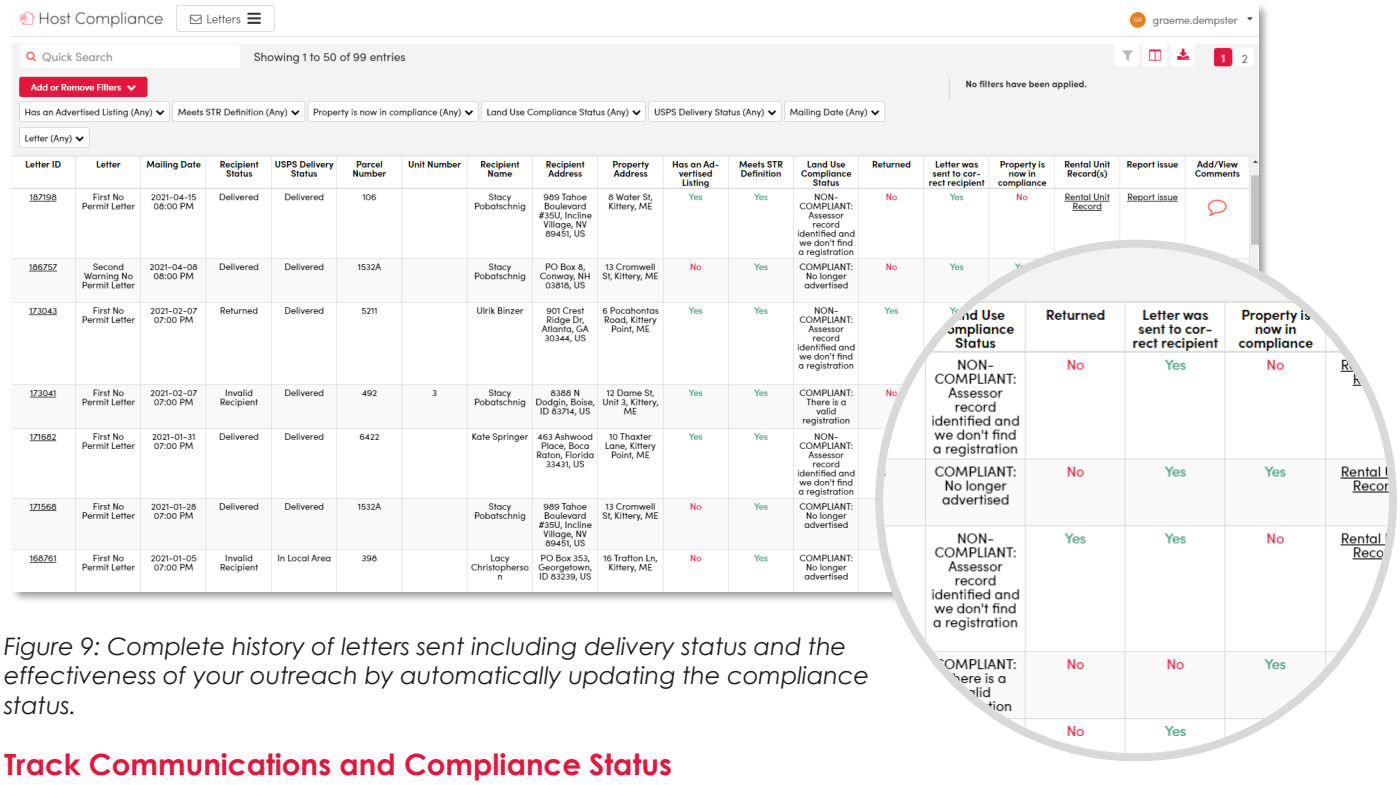



*Figure 9: Complete history of letters sent including delivery status and the effectiveness of your outreach by automatically updating the compliance status.*

## Track Communications and Compliance Status

- Newly listed compliant and non-compliant short-term rentals
- Short-term rentals that have eliminated all advertising on all the websites monitored by Host Compliance
- Re-listings of non-compliant properties
- Short-term rentals that have become compliant because of outreach
- Short-term rentals that are still listed despite initial or repeated outreach
- Verify that letter notifications were sent to the correct address, and track whether email notifications were opened

# Rental Activity Monitoring Lite

Many short-term rental operators fail to report and remit the right amount of short-term rental related taxes. Likewise, many cities and counties struggle to enforce their rental frequency and rental cap related regulations. Identifying the under-reporting of taxes and rental cap violations is increasingly difficult as tax collectors and code-enforcement staff often lack the data and proof needed to go after tax-dodgers and ordinance-violators.

> Short-term rentals are different than hotels. With hotels, you have an auditable trail. Host Compliance gives us that auditable trail. We can make sure we are collecting taxes fairly." –
>
> Zak Kelley, a Special Project Manager, Metro Government of Nashville, and Davidson County

## Rental Activity Monitoring Features

- Up-to-date list of specific short-term rental hosts suspected of under-reporting taxes
- Easily comparable tables to demonstrate the difference between what revenue and bookings have been reported and the estimates captured via rental activity and machine learning algorithms
- Automatic capture of online indicators of rental activity
- Detailed revenue breakdown by quarter for each
- Easily target underreporting for external audits
- Custom reports and analysis to support tax audits and other STR related investigations

**DID YOU KNOW?**

**90%**

of hosts generate 40% of the revenue — randomly selecting hosts to audit doesn't produce a great ROI on your efforts.

# Rental Activity Monitoring Advantage

**What If You Could...**

- Improve the ability to monitor property tax collection without burdening your staff?
- Easily calculate historical estimates on occupancy and rental revenue figures for each short-term rental property?
- Save time and resources with comprehensive, data-informed reporting?

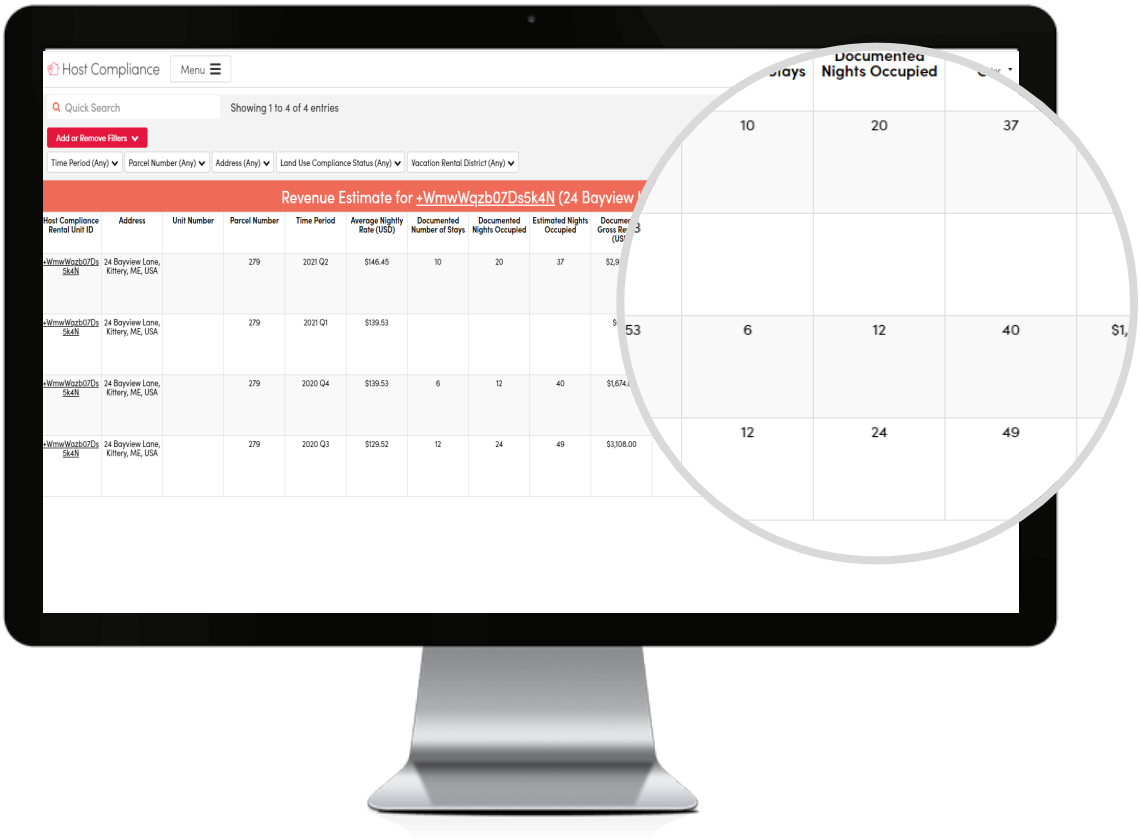



*Figure 10: Detailed breakdown of occupancy/rental frequency by short-term rental units including total Documented and Estimated nights occupied.*

# With Rental Activity Monitoring You Can…

## Monitor Rental Occupancy/Rental Frequency Violations

- Identify occupancy/rental frequency violations by STR listings for signs of rental activity
- Reliable evidence of Documented Stays and Documented Nights Occupied
- Proprietary algorithm to calculate estimates on a low, mid, and max basis

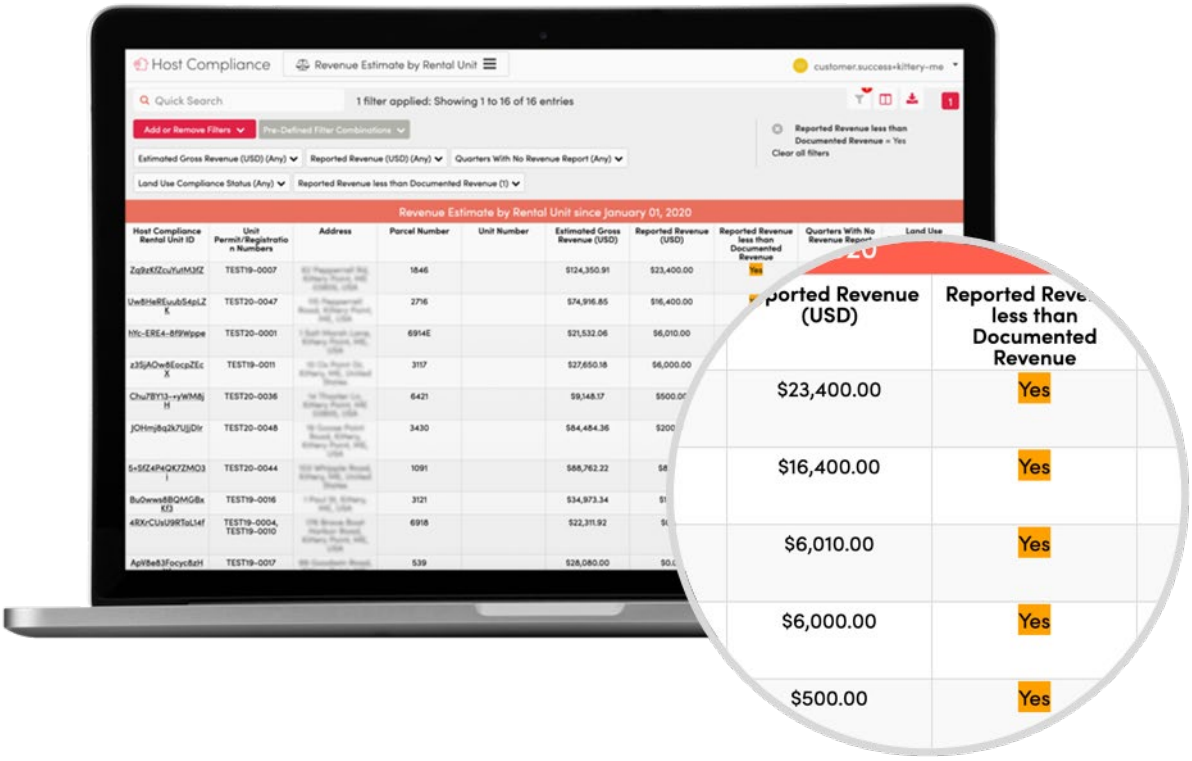



*Figure 11: Identifying tax fraud and occupancy/rental frequency violations by STR listings for signs of rental activity.*

## Compare Reported Earnings and Nights Occupied with Rental Activity Data

- Receive estimated occupancy and rental revenue for each property
- Automatically identify hosts who are under-reporting on taxes or exceeding occupancy regulations
- Parcel out revenue and booking estimates total between All Platforms and Non-Airbnb platform activity.

# 24/7 Hotline

Many cities and counties are wrestling with complaints about "party houses," parking issues, excess trash, and safety concerns related to short-term rentals. Addressing these complaints in real-time has traditionally been difficult. A simple, personal notification without having to involve police resources is often all that's necessary, but few governments have the resources to track and execute individual follow up.

Our 24/7 telephone hotline and online complaint resolution service allows neighbors to report non-emergency STR problems, submit evidence, and initiate automatic follow-up activities virtually, making your job a lot easier.

> We had an abundance of calls for police services for domestic violence, for drug use, for trash, noise. It became a real issue in the community...and we needed a faster way to identify the short-term rentals and begin enforcement action on them."
>
> –Pete Roque, Code Enforcement Supervisor for Garden Grove, California

## 24/7 Hotline Features

- Improve response time with real-time outreach to the emergency contacts of problem properties
- Gather photo and video evidence of noncompliance to incite an evidence-backed citation
- Stay updated with detailed reports and dashboards that track all short-term rental related complaints in real-time and over time
- Communicate via text & by phone call to 24/7 emergency contacts
- Receive an email for every complaint received, with a recording of the phone call
- Receive full documentation of all reported incidents — including digital recordings and written transcripts of all calls
- Ensure photos, video footage, and audio recordings can be included to document complaints
- Allow residents to report anonymously with the ability to turn on anonymous complaint option

**DID YOU KNOW**

**239%**

The increase in STR party-related incidents in 2020

# 24/7 Hotline Advantage

**What If You Could...**

- Improve the ability to resolve non-emergency STR issues without burdening staff?
- Simplify reporting non-emergency related STR complaints?
- Save time and resources with a comprehensive dashboard, digital recordings, and written transcripts of all reports?

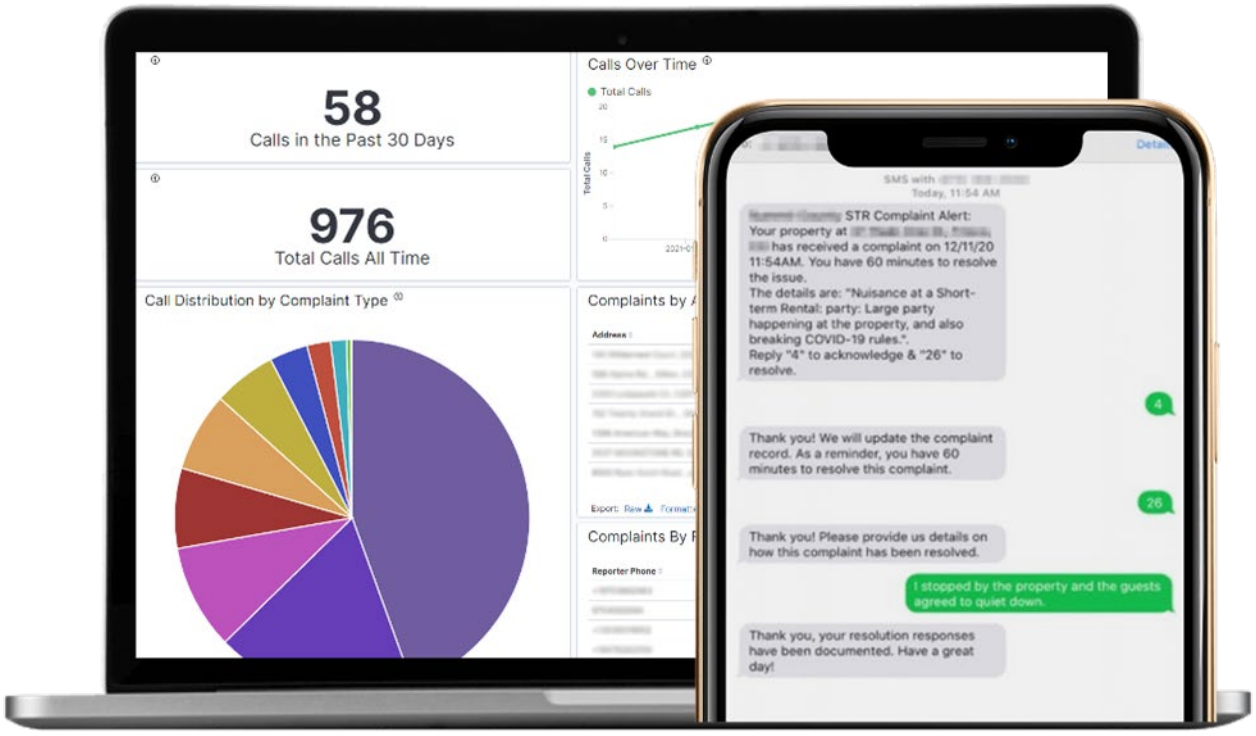



*Figure 12: Get detailed reports and dashboards to track all short-term rental related complaints in real-time.*

## With the 24/7 Hotline You Can...

**Deliver Actionable, Tailored Solution**

- Automated text & email notifications to the emergency contact on file
- Allow emergency contact to acknowledge and resolve complaints via SMS
- Complainant can opt-in to a callback to update the status of the complaint and escalate the issue
- Real-time outreach to owners of problem properties

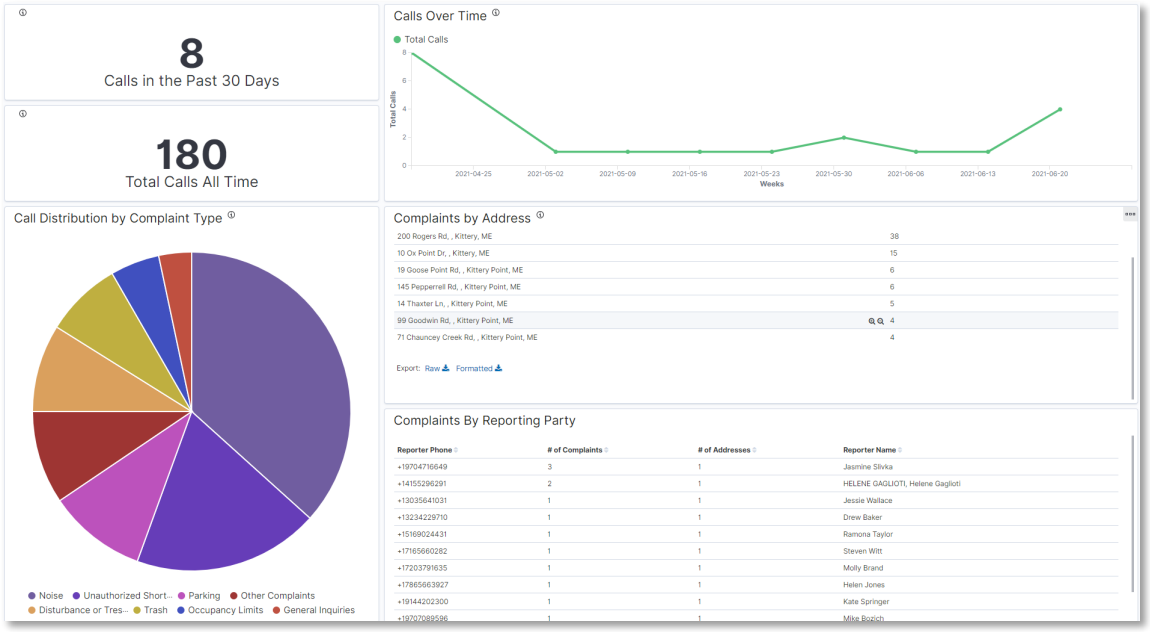



*Figure 13: Dashboard summary of all short-term rental related complaints to quickly identify Complaint Type and properties with frequent violations.*

## Track How Well Your Efforts Are Performing

- Track the number and type of reported incident
- View summary statistics for reported properties
- Monitor hotline related activities with an intuitive dashboard
- Track how well your efforts are performing

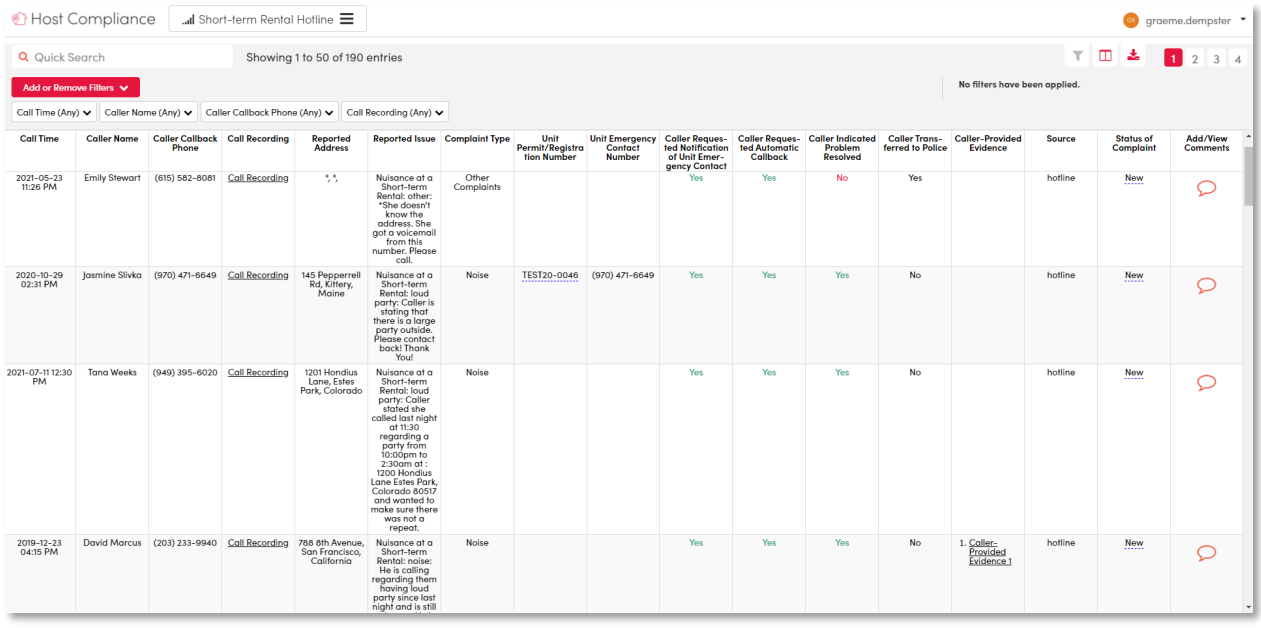



*Figure 14: Complete history of all calls and online reported complaints, including call recordings and any supporting evidence provided by the complainant.*

## Manage Escalations and Complaints Easily

- Use escalation or dispatch functionality if the issue is not resolved within an allocated time frame
- Option to manually manage complaint statuses
- Leave case notes and additional details for collaboration across enforcement team

## Give Your Residents a Voice with an Online Complaint Form

- Report issues at short-term rental properties from anywhere
- Mobile enabled for resident ease of use
- Instantly capture and upload supporting evidence from the camera on your device

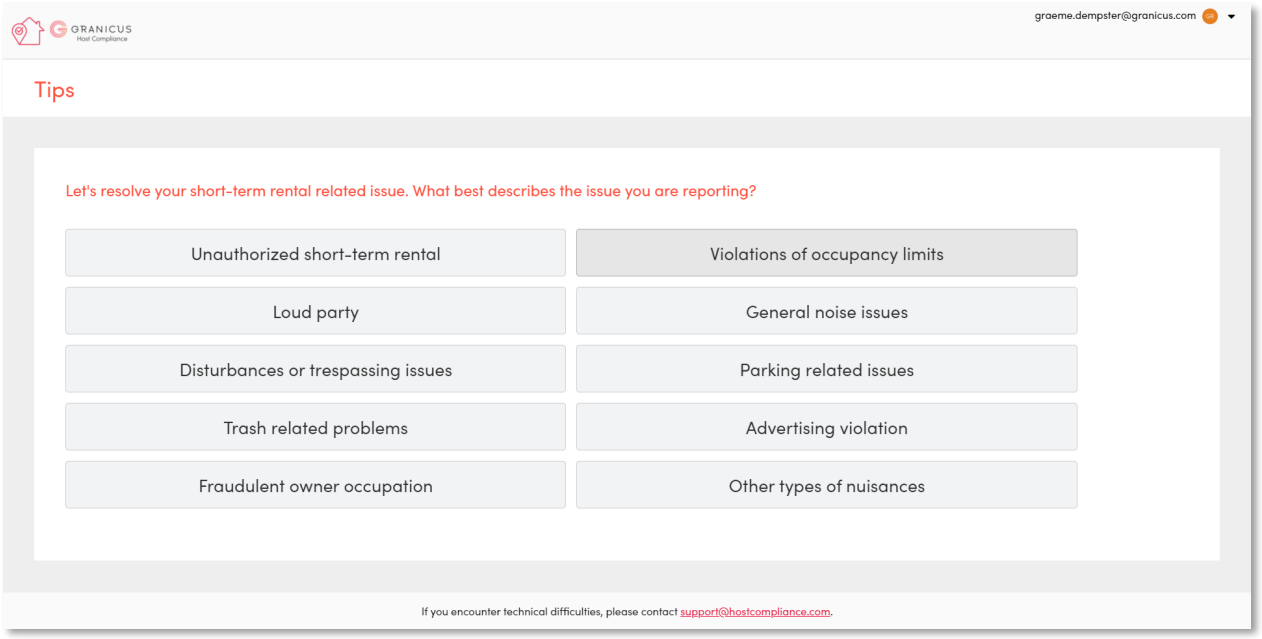
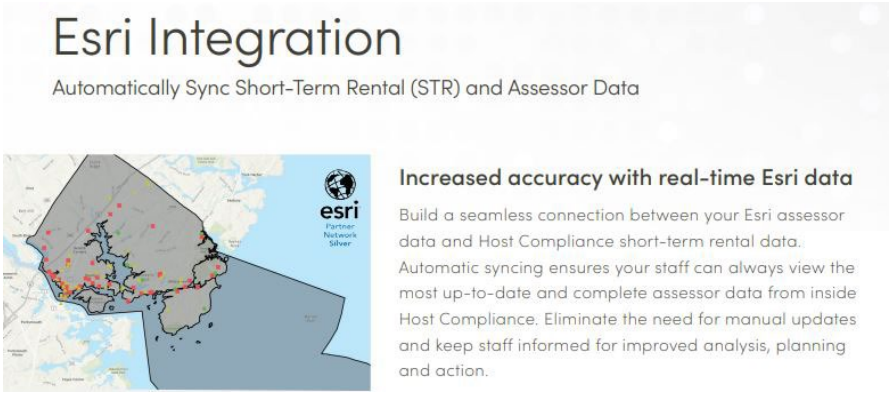



*Figure 15: Simple online issue/complaint reporting.*

# ESRI Integration

Many cities and counties leverage ESRI as their GIS instance to capture, update, and report on parcel, zoning, and ownership information within their jurisdiction. Host Compliance's address identification process couples machine learning with the latest parcel and ownership information provided, in order to tie listing advertisements to physical property addresses systematically. Many jurisdictions eliminate the process of providing this master data set via manual upload through our exclusive partnership with ESRI and the integration built specifically for the Host Compliance solution. Bolster identifications of short-term rentals at the County level and keep your inventory of STRs within Host Compliance up-to-date by directly integrating your existing source of truth via the County's ESRI instance.

Streamlining your ESRI instance helps improve processes and leads to better data. Our Implementation and Product teams will work directly with the County to access your feature layer with the required data points using a templated approach, build the connection, and map the data. In doing so, there will never be stale ownership information and all short-term renal related data within Host Compliance will sync bi-weekly to match your internal records.




## ESRI Integration Features

- Bi-weekly sync of parcel and ownership data from existing GIS into the Host Compliance STR database
- Ability to pull in multiple layers for the full scope of GIS data pertaining to STRs
- Elimination of periodic manual data uploads
- Read-only template file provided for mapping of data during the implementation and integration build process.

## NOTABLE SUCCESS

"Data is the key to everything we do. Without this data, it would be really difficult to show people what is happening. ... [It] gives us a much more complete foundation for our decision making."

–Elisabeth Lawrence, County Commissioner, Summit County, CO

# Permitting, Licensing & Registration

The first step in any short-term rental compliance program is getting the hosts and property managers to register their properties to remain compliant or remit taxes. Many communities are struggling to modernize their short-term rental registration processes, and as a result, they are unable to maximize compliance, reduce costs, or increase tax revenues.

Host Compliance builds tools for local governments that help them streamline the registration process and guide applicants through what could otherwise be complex permitting workflows. Plus, Host Compliance makes it even easier for operators to become compliant because there are no additional usernames or passwords to remember. The result? Happier staff and happier residents.

> Host Compliance has improved client services for greater flexibility and convenience. The online portal has saved time and resources...It has also been a popular way to connect people to one-on-one assistance with our staff."
>
> –Roy Given, Finance Director, Marin County, California

## Permitting, Licensing & Registration Features

- Streamlined annual renewal process
- Branded outreach for swift compliance
- Fully configurable processes to meet your specific registration requirements
- Ease of use, error-proofing, and legal compliance
- Higher compliance rates and increased efficiency
- Better data for enforcement
- Mobile (cell phone, tablet, etc.) optimization and responsive design
- Configurable workflows and forms
- Automated reminders
- Clear and easy-to-read instructions and navigation

**DID YOU KNOW**

**50%+**

of short-term rental hosts prefer to handle their business from their mobile devices? Our solutions are enabled for mobile.

# Permitting, Licensing & Registration Advantage

## What If You Could...

- Give staff and residents a user-friendly and easy-to-administer solution for the registration of non-compliant STRs?
- Simplify outreach with personalized communication that directs the owner how to apply for an STR permit or license online?
- Save time and resources by reducing errors and wasted staff time and wasted energy?

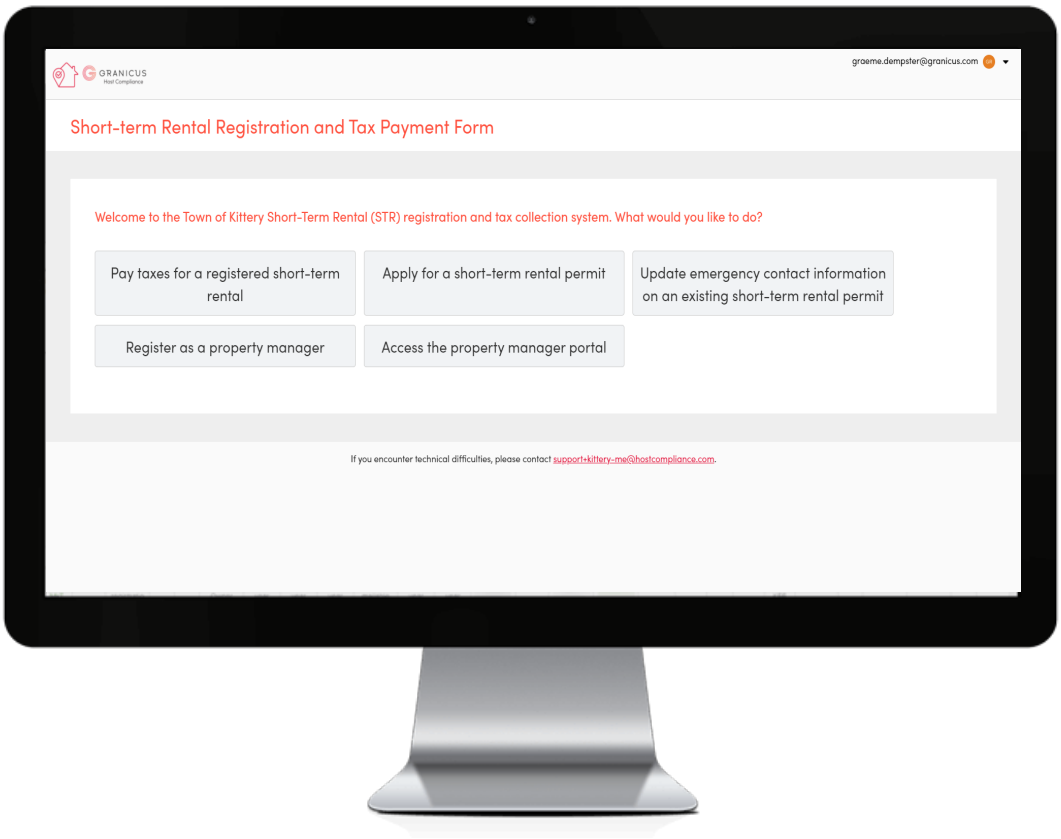



*Figure 16: Simplify permitting and registration processes for residents and significantly reduce the administrative costs on the back end.*

## With Permitting & Registration You Can…

### Streamline Your Short-Term Rental Permitting, Licensing, and Registration Process

- Make it easy for STR hosts to register and renew from anywhere
- Clear and easy-to-read instructions and navigation
- Mobile friendly forms that work on any device (e.g., responsive design, resized text)
- Allow for online payment collection (e.g., Credit Card, Debit Card, and ACH)
- Collect electronic signatures from any device
- Elevated compliance rates and increased revenue collection

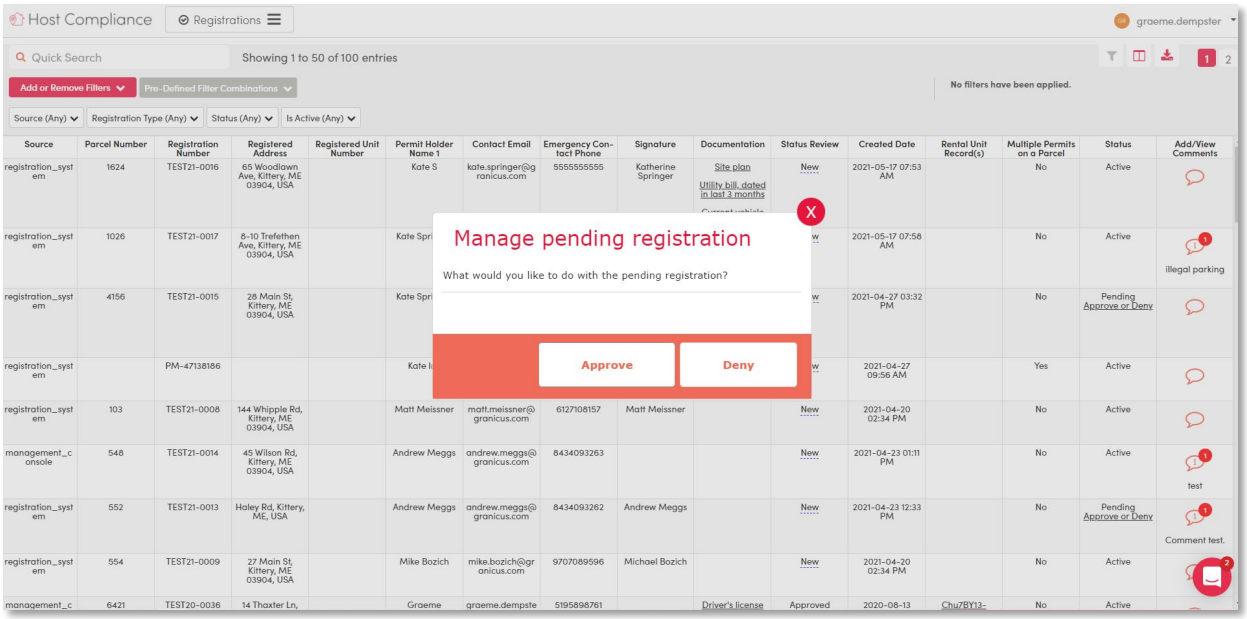



*Figure 17: Easily manage the review and approval/denial process on a single screen.*

## Easily Review and Approve or Deny Applications

- Confirmation emails automatically sent to applicant during review
- Printable PDF with Registration # and Expiration automatically emailed upon approval
- Ability to perform follow-up outreach to properties who do not submit sufficient documentation
- Staff explanation included in automatic email notification for denied applicants
- Configurable review status (e.g., Department Reviews)

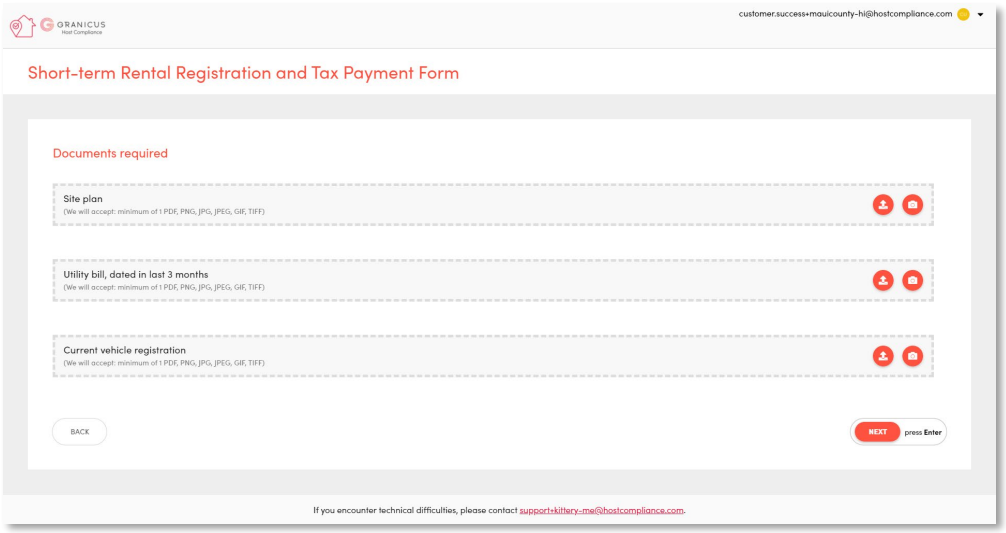



*Figure 18: Collect all required information during the application process. Residents can easily upload required documents from their computer or enable the camera from a mobile device to provide supporting documentation.*

## Improve Data and Collection Processes for Residents

- Data is updated daily and can be exported into Microsoft Excel or CSV file format

- Staff can search, enter, and correct information, as well as append with additional information
- Staff can use the data for outreach, monitoring, and compliance purposes

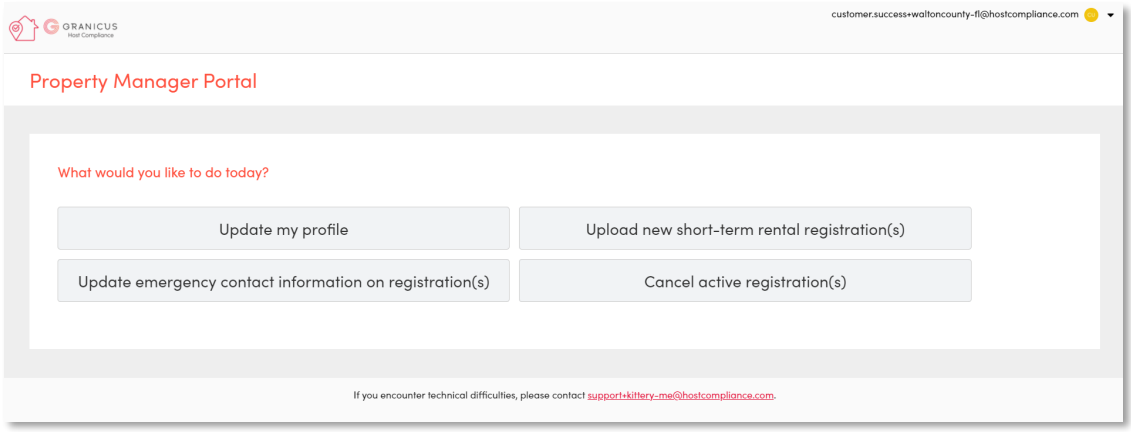



*Figure 19: Property managers can easily register multiple properties at once and manage their account of active short-term rental properties.*

## Support Bulk Registration for Property Managers

- Applicants can register multiple properties in a single workflow
- Update contact information and manage their active short-term rentals
- Make a single payment for multiple properties at the same time

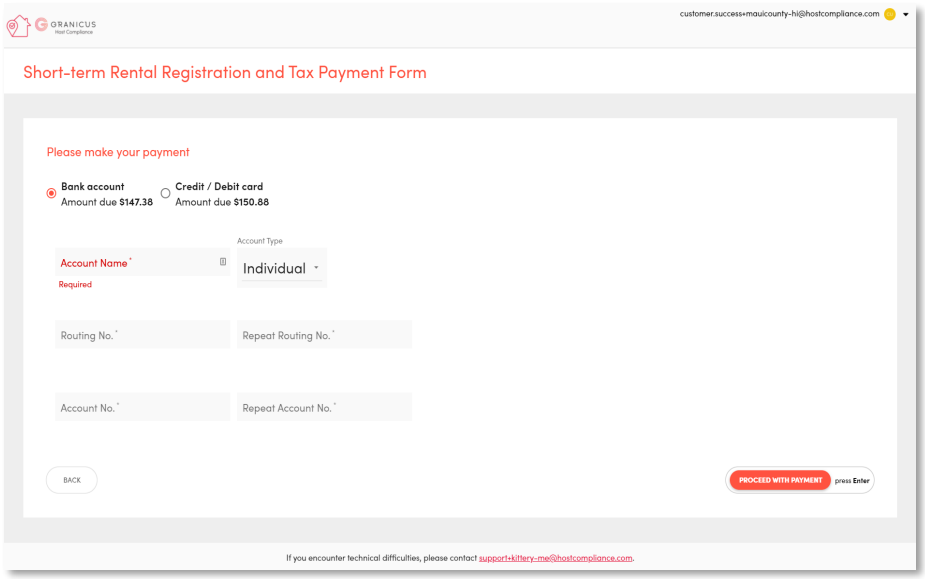



*Figure 20: Collect payment for application online through secure payment portal and have it deposited in the account of your choosing.*

## Provide Integrated Payment Options for Residents

- Allow for online payment collection (e.g., Credit Card, Debit Card, and ACH)
- All payments are processed through an integrated third-party payment processor, Stripe.com
- Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1—the most stringent level of certification available in the payments industry
- Staff can search for past payments and registration applications while also being able to request corrections be made or additional information be added to applications

# Tax Collection

Without proper enforcement, only a fraction of short-term rentals will remit tax and comply with regulations. Many cities and counties are missing out on a steady stream of revenue that could be reinvested in the community to improve affordable housing, tourism activities, and more.

> Because our taxes are due quarterly, it gives us time to reach out to folks and educate them before there are any penalties involved. So, if someone recently started renting and weren't aware of the rules, they'll get notified within that first three-month period and be able to come into compliance without any additional penalties or interest due."
>
> – Chrissy Earnhardt, Administrative Services Manager, Truckee, California

## Tax Collection Features

- Configurable workflows and forms
- Automatic penalties & interest calculation for late remitters
- Ability to collect electronic signatures
- Automated reminders
- Property owner can pay from a variety of devices
- Ability to enter payments received in person or by mail
- Securely enable collection of taxes online via integrated debit card, credit card, or e-check (ACH) payment options
- Deposit all funds directly into the city's bank account via daily direct deposits
- Clear and easy-to-read instructions and navigation

**DID YOU KNOW**

**<10%**

Of STR owners voluntarily register and pay all of their taxes?

# Tax Collection Advantage

**What if you could…**

- Make tax reporting and collection easy for hosts and staff to submit and review online?
- Save time and resources with a robust document management system that educates applicants on STR requirements?
- Recover untapped revenue potential by the thousands or millions?

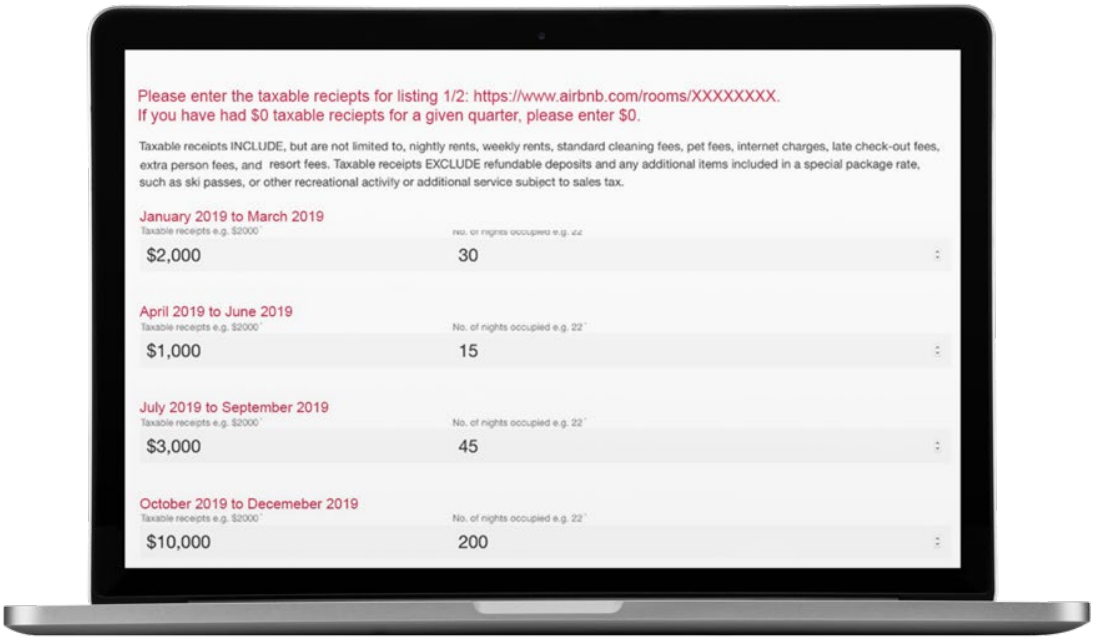
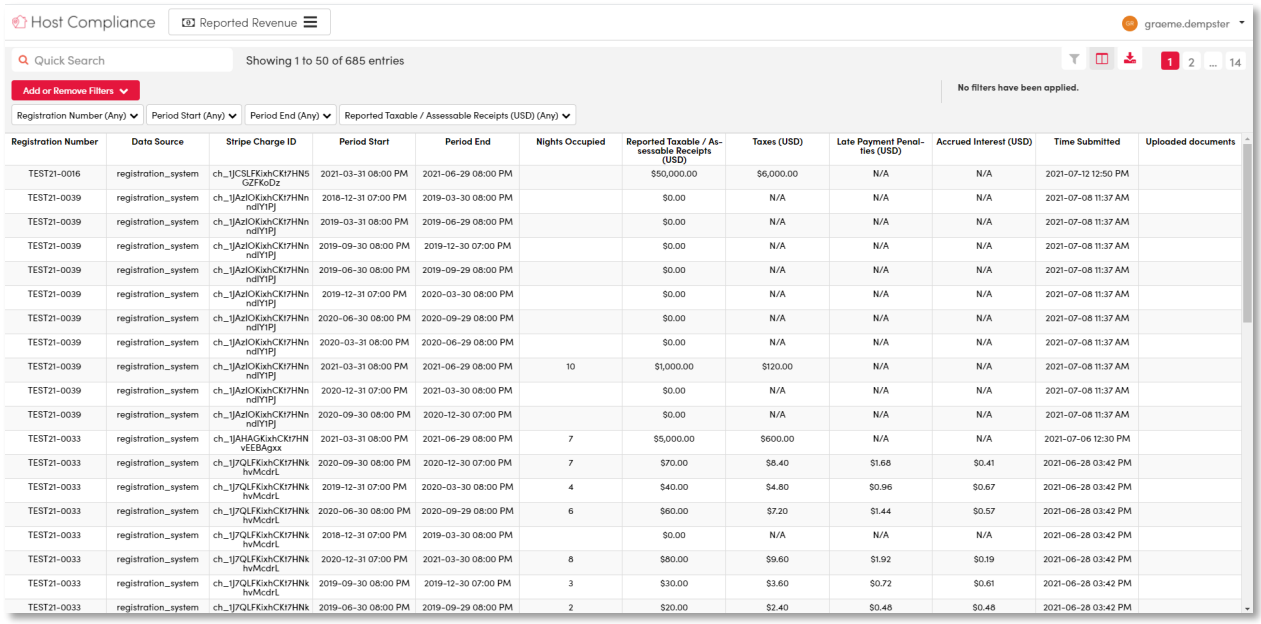



*Figure 21. Simplify your tax collection process and significantly reduce the administrative costs on the back end.*

## With Tax Collection You Can…

**Improve Data and Collection Processes for Residents**

- Applicants can report itemized earnings
- Update contact information and manage their active short-term rental
- Makes payments for their property easily online
- Automatic reminders for Hosts




| Registration Number | Data Source | Stripe Charge ID | Period Start | Period End | Nights Occupied | Reported Taxable / Assessable Receipts (USD) | Taxes (USD) | Late Payment Penalties (USD) | Accrued Interest (USD) | Time Submitted | Uploaded documents |
|---|---|---|---|---|---|---|---|---|---|---|---|
| TEST21-0016 | registration_system | ch_1JCSLFKixhCKt7HN5GZFKoDz | 2021-03-31 08:00 PM | 2021-06-29 08:00 PM | | $50,000.00 | $6,000.00 | N/A | N/A | 2021-07-12 12:50 PM | |
| TEST21-0039 | registration_system | ch_1JAzlOKixhCKt7HNndlY1PJ | 2018-12-31 07:00 PM | 2019-03-30 08:00 PM | | $0.00 | N/A | N/A | N/A | 2021-07-08 11:37 AM | |
| TEST21-0039 | registration_system | ch_1JAzlOKixhCKt7HNndlY1PJ | 2019-03-31 08:00 PM | 2019-06-29 08:00 PM | | $0.00 | N/A | N/A | N/A | 2021-07-08 11:37 AM | |
| TEST21-0039 | registration_system | ch_1JAzlOKixhCKt7HNndlY1PJ | 2019-09-30 08:00 PM | 2019-12-30 07:00 PM | | $0.00 | N/A | N/A | N/A | 2021-07-08 11:37 AM | |
| TEST21-0039 | registration_system | ch_1JAzlOKixhCKt7HNndlY1PJ | 2019-06-30 08:00 PM | 2019-09-29 08:00 PM | | $0.00 | N/A | N/A | N/A | 2021-07-08 11:37 AM | |
| TEST21-0039 | registration_system | ch_1JAzlOKixhCKt7HNndlY1PJ | 2019-12-31 07:00 PM | 2020-03-30 08:00 PM | | $0.00 | N/A | N/A | N/A | 2021-07-08 11:37 AM | |
| TEST21-0039 | registration_system | ch_1JAzlOKixhCKt7HNndlY1PJ | 2020-06-30 08:00 PM | 2020-09-29 08:00 PM | | $0.00 | N/A | N/A | N/A | 2021-07-08 11:37 AM | |
| TEST21-0039 | registration_system | ch_1JAzlOKixhCKt7HNndlY1PJ | 2020-03-31 08:00 PM | 2020-06-29 08:00 PM | | $0.00 | N/A | N/A | N/A | 2021-07-08 11:37 AM | |
| TEST21-0039 | registration_system | ch_1JAzlOKixhCKt7HNndlY1PJ | 2021-03-31 08:00 PM | 2021-06-29 08:00 PM | 10 | $1,000.00 | $120.00 | N/A | N/A | 2021-07-08 11:37 AM | |
| TEST21-0039 | registration_system | ch_1JAzlOKixhCKt7HNndlY1PJ | 2020-12-31 07:00 PM | 2021-03-30 08:00 PM | | $0.00 | N/A | N/A | N/A | 2021-07-08 11:37 AM | |
| TEST21-0039 | registration_system | ch_1JAzlOKixhCKt7HNndlY1PJ | 2020-09-30 08:00 PM | 2020-12-30 07:00 PM | | $0.00 | N/A | N/A | N/A | 2021-07-08 11:37 AM | |
| TEST21-0033 | registration_system | ch_1JAHAGKixhCKt7HNvEEBAgxx | 2021-03-31 08:00 PM | 2021-06-29 08:00 PM | 7 | $5,000.00 | $600.00 | N/A | N/A | 2021-07-06 12:30 PM | |
| TEST21-0033 | registration_system | ch_1J7QLFKixhCKt7HNkhvMcdrL | 2020-09-30 08:00 PM | 2020-12-30 07:00 PM | 7 | $70.00 | $8.40 | $1.68 | $0.41 | 2021-06-28 03:42 PM | |
| TEST21-0033 | registration_system | ch_1J7QLFKixhCKt7HNkhvMcdrL | 2019-12-31 07:00 PM | 2020-03-30 08:00 PM | 4 | $40.00 | $4.80 | $0.96 | $0.67 | 2021-06-28 03:42 PM | |
| TEST21-0033 | registration_system | ch_1J7QLFKixhCKt7HNkhvMcdrL | 2020-06-30 08:00 PM | 2020-09-29 08:00 PM | 6 | $60.00 | $7.20 | $1.44 | $0.57 | 2021-06-28 03:42 PM | |
| TEST21-0033 | registration_system | ch_1J7QLFKixhCKt7HNkhvMcdrL | 2018-12-31 07:00 PM | 2019-03-30 08:00 PM | | $0.00 | N/A | N/A | N/A | 2021-06-28 03:42 PM | |
| TEST21-0033 | registration_system | ch_1J7QLFKixhCKt7HNkhvMcdrL | 2020-12-31 07:00 PM | 2021-03-30 08:00 PM | 8 | $80.00 | $9.60 | $1.92 | $0.19 | 2021-06-28 03:42 PM | |
| TEST21-0033 | registration_system | ch_1J7QLFKixhCKt7HNkhvMcdrL | 2019-09-30 08:00 PM | 2019-12-30 07:00 PM | 3 | $30.00 | $3.60 | $0.72 | $0.61 | 2021-06-28 03:42 PM | |
| TEST21-0033 | registration_system | ch_1J7QLFKixhCKt7HNk | 2019-06-30 08:00 PM | 2019-09-29 08:00 PM | 2 | $20.00 | $2.40 | $0.48 | $0.48 | 2021-06-28 03:42 PM | |

*Figure 22: Complete summary of all reported revenue and payments made on a single screen.*

## Support Tax Remittance for Hosts

- Data is updated daily and can be exported into CSV files
- Staff can search and append with additional information
- Staff can use the data for outreach, monitoring, and compliance purposes

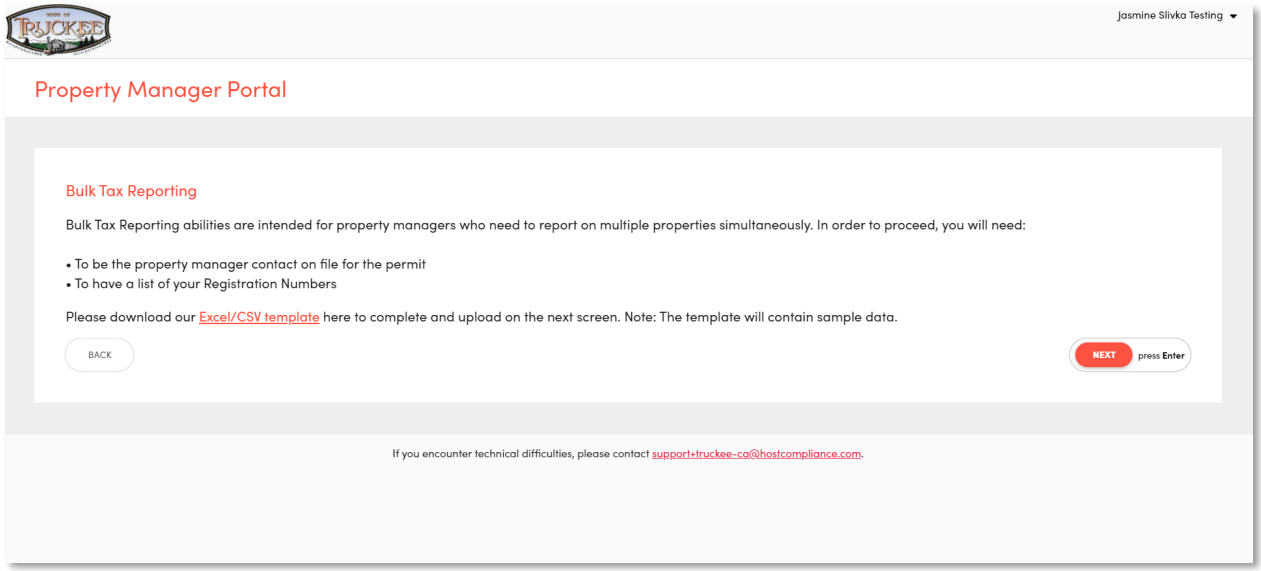



*Figure 23: Property managers can report earnings for multiple properties and make a single bulk tax payment.*

## Support Bulk Tax Remittance for Property Managers

- Applicants can report itemized earnings for multiple properties in a single workflow
- Update contact information and manage their active short-term rentals
- Make a single payment for multiple properties
- Automatic reminders for Property Managers

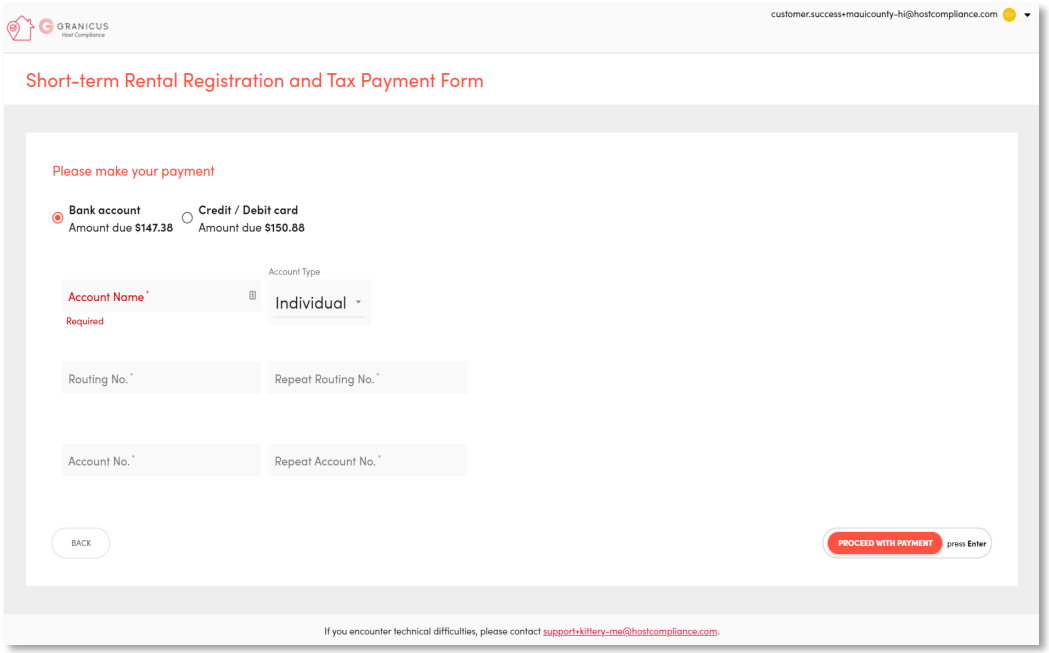



*Figure 24: Collect payment for hotel/occupancy/tourist tax online through secure payment portal and have it deposited in the account of your choosing.*

## Provide Trusted Payment Options for Hosts

- All payments are processed through a 3rd party payment processor, Stripe.com
- Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1—the most stringent level of certification available in the payments industry
- Staff can search for past payments and registration applications and request corrections to applications with additional information

# Scope of Work

## Tracking

**• The system must be able to identify STR properties currently operating within City of Lago Vista city limits.**

Host Compliance's Address Identification provides parcel and address information as well as owner information for any identified STRs advertised across the 60 + websites we analyze. We continuously scan dozens of short-term rental platforms, de-duplicate the listings, and then confirm each identification with a team of expert analysts. Our analysts leverage over 19 publicly available datasets (ie real estate sites, Google satellite imagery, etc.) and include matched details and rationale to corroborate address information with all IDs made. Once identified, we automatically categorize and label all short-term rental units based on their compliance status and the current online availability of ads for each unit. The City of Lago Vista will have an up-to-date STR database with over 150 data points captured from each listing with full parcel, address, and ownership information within individualized property profiles. Address Identification displays each rental units via a Dashboard map with the ability to zoom in/out down to the parcel level, toggle on/off units by compliance status, use street view, etc. In addition to this map visualization, all rental units and associated data are accessible via tabular form. Staff can sort, filter, and drill further into subsets of property characteristics individually and/or in bulk, depending on their needs.

**• Able to identify address, owner/property manager, and contact information of STR properties.**

We provide full address, parcel, and ownership information for identified STRs existing on any of the platforms from which we analyze data.

Through Granicus' exclusive partnership with ESRI, the City of Lago Vista's assessor data will automatically sync with the short-term rental data within your Host Compliance database. Building a seamless connection with the existing GIS schema ensures staff can always view the most up-to-date data within Host Compliance. Staff will be fully informed for analysis, planning, and action.

The ESRI integration will pull the data from your existing GIS into Host Compliance bi-weekly. By leveraging the ESRI integration, we capture property ownership changes or parcel splits as they come in directly from your GIS, eliminating the need for arduous manual data uploads, where your team would need to send us a master data file on a monthly or quarterly basis. The integration updates the Host Compliance system for you, so that when City of Lago Vista staff logs into Host Compliance for STR enforcement purposes, each Host Compliance record is up to date with the correct ownership information and parcel information. Key benefits of the ESRI integration include improving address accuracy, reducing mistakes and service delays with boundary/jurisdiction verification, ensuring data consistency across systems, and empowering decision makers by leveraging high-quality data.

**• Able to track booking information including number of occupants, and rental period.**

Through our regular scanning of 60+ short-term listing platforms, we capture a multitude of listing information, including rental metrics such as the minimum night stay requirements, number of documented stays, maximum occupancy, and more. City of Lago Vista' staff will easily be able to identify rental properties operating in non-compliance and categorize them by type:

- Local zoning regulations (exempt, permitted, grandfathered, illegal, etc.)
- Requirements to list license/permit numbers on all advertisements
- Minimum rental stay requirements
- Permitted occupancy limits
- Nightly Rental Rate
- Total number of ads per platform
- Other local rules which can be effectively enforced by scanning online ads

Other listing information collected includes property and room type, maximum advertised occupancy, listing descriptions and images, reviews, rates, cleaning fees, host information, and other pertinent information for the City's compliance monitoring needs.

**• Ability to track booking pricing.**

This is standard functionality of the Host Compliance system. Nightly rate is one of the core components captured via our on-going monitoring of listing sites and property advertisements. As leaders within the short-term rental space, we recognize that hosts tend to change booking requirements associated with their property listings. The Host Compliance system captures these changes, and even aggregates the data to provide monthly and quarterly averages around occupancy, bookings, and nightly rates, to further Staff's visibility into the trends of activity over time. Confirmed documented stays are recorded and related to each rental unit, which we leverage alongside the capabilities of our data science and engineering team to estimate rental activity and corresponding revenue within our Rental Activity Monitoring module.

Our Rental Activity monitoring service operates through:

- Automatic monitoring of calendar and review activity across STR platform websites, including minimum night stay requirements, dates posted / re-posted, the number of nights rented, and nightly rate
- Capturing of weekly screenshots, including reviews left and calendar availability and blocks for each active listing to corroborate documented stays and verifiable transactions across all advertised listings
- Calculating the estimated revenue, number of bookings, and number of nights occupied of each property based on our proprietary algorithms
- Comparing such estimated revenue to the City of Lago Vista's reported taxes, and identifying candidates for outreach (i.e., STR operators who have failed to report earnings despite rental activity, or those who are underreporting their earnings)

- Generating up-to-date lists of STR operators suspected of under- or not reporting taxes
- Documenting information that serves as the foundation for the suspicion of tax underreporting

**• Able to track location on map of STRs within specific area and identify STR hotspots (multiple STRs in localized area) within city limits.**

This is standard functionality of Host Compliance. Address Identification displays each rental units via a Dashboard map with the ability to zoom in/out down to the parcel level, toggle on/off units by compliance status, use street view, etc. Through this map visualization, the City will have a clear idea of STR hotspots in localized areas within city limits. In addition to this map visualization, all rental units and associated data are accessible via tabular form. Staff can sort, filter, and drill further into subsets of property characteristics individually and/or in bulk, depending on their needs. In addition, we also capture the latitude/longitude coordinates for each rental unit as well, ensuring that staff is able to reference/filter coordinates as needed to represent applicable zoning regulations. The longitude/latitude coordinates of any identified rental unit record are exportable, so that staff can generate public-facing maps as needed.

**• Track safety inspections.**

The foundation of a Short-Term Renal (STR) management and compliance program should be a seamless and easy-to-use permitting and tax collection system. Granicus' Enhanced Portal - Mobile Permitting and Tax Collection solution fulfills this need; yet, the Host Compliance system is configurable and can digest data captured through external permitting and financial systems to reflect accurate compliance metrics for all currently active short-term rentals. As many registration processes for short-term rentals require a verified inspection prior to approval, our system also includes workflows to ensure verified inspection prior to applications moving forward. We configure STR definitions around our customer's definitions, ensuring that their target outreach and enforcement of their own regulations are available within the system.

Through the City of Lago Vista's existing registration portal and accounting system, City Staff will be able to provide data uploads of all actively approved registrations, each of which who have undergone safety inspections. Any currently active short-term rental with a registration on file will show as compliant within Host Compliance's database, making it easy for City staff to target those active rentals who are non-compliant and have not undergone safety inspections, or met the requirements as captured externally through the city's existing system. In addition, the user interface makes it easy to see notes and attachments (documents and/or image evidence) provided by other users via the Comments feature, to ensure visibility exists across all departments and users as to what has been done to move issues forward, any prior enforcement efforts, or other pertinent information. Inspection reports can be easily appended to individual property profiles.

**• Track registration/permits for STR within city limits.**

As registration and permits are approved through the city's existing systems, City of Lago Vista staff will be able to provide data uploads of all registrations. Any currently active short-term rental with a registration on file will show as compliant within Host Compliance's database, making it easy for City staff to target those active rentals who are non-compliant and have not met the required needs for registration approval. In addition, the user interface makes it easy to see notes and attachments (documents and/or image evidence) provided by other users via the Comments feature, to ensure visibility exists across all departments and users as to what has been done to move issues forward, any prior enforcement efforts, or other pertinent information. Approved registration certificates or any other information around a property's approved permit can be easily appended to individual property profiles.

In addition, Host Compliance currently supports and maintains integrations with external permitting and financial systems. Should the city's future needs include an API integration to push existing registration and payment data from their existing systems into Host Compliance, we would welcome the conversation to gather necessary requirements and outline the scope of a custom API integration.

**• Provide monthly estimates of HOT based on rental revenues.**

As occupancy/lodging tax compliance can be a major source of government revenue, our Rental Activity Monitoring will enable the City of Lago Vista to understand the monthly revenue coming in from short-term rentals, and compare those estimates with reported revenue. In this way, City Staff can more easily identify which hosts fail to report, or underreport, their earnings and are thus not paying their fair share of HOT. For each STR listing Host Compliance identifies, it calculates and analyzes the applicable tax revenue, regardless of whether or not the property has registered with the City. Our Rental Activity monitoring service operates through:

- Automatic Monitoring of calendar and review activity across Short-Term Rental websites
- Weekly screenshots of reviews and calendars for each active listing
- Calculating the estimated tax revenue of each property based on our proprietary algorithms
- Comparing such estimated taxes to City of Lago Vista´s reported taxes, and identifying candidates for outreach (i.e., STR operators utilizing a platform that does not have a tax collection agreement with City of Lago Vista
- Upon approval by the Town or within pre-established parameters, monthly pro-active, systematic and data-informed outreach to STR operators regarding supporting documentation for their tax remittance obligations (using your form letters)
- Follow-up outreach to properties who do not submit sufficient documentation
- Generating up-to-date lists of STR operators suspected of under- or not reporting taxes

- Documentation of information that serves as the foundation for the suspicion of tax underreporting.

Rental Activity Monitoring provides low, medium, and maximum revenue estimates, based on rental activity and our proprietary algorithms for every rental. The system also provides estimates around nights occupied and number of bookings as well. Leveraging our data science model and estimates provided, City staff will more easily be able to target potential audit candidates to further drive compliance around HOT requirements.

**• Ability to calculate amount due and outstanding balance of HOT for STR revenues.**

Based on the on-going scans of all listing sites and corroborating rental activity through documented stays, City staff will have a clear idea of revenue earned on a monthly and quarterly basis for each active short-term rental. City staff will be able to leverage the estimates provided by Host Compliance and multiply those earnings by the appropriate tax rate for HOT, ultimately calculating the amount due and any associated outstanding balances of what has currently been reported and remitted for STR revenues.

## Monitoring

**• Must be able to search and identify all online hosting platforms for STRs currently operating within city limits.**

Host Compliance currently monitors over 60 different listing platforms, capturing the vast majority of players within the homeshare market space. The City's STR database will organize short-term rentals by unit and by listings. Staff can easily sort the data by individual listing platforms as required to understand which site each rental is advertised on, and evaluate trends around market fragmentation, the average number of advertisements marketing each unique property, and more. We continuously evaluate the listing sites in which we monitor, and welcome collaboration with our customers to expand our reach to meet additional needs. City staff will have the ability to provide feedback around additional sites needed to be crawled, and other desired features and functionality, which our Product Team evaluates throughout the development of our product roadmap.

**• Must be able to update data monitoring continuously.**

Host Compliance's STR database updates weekly, capturing any changes to a property's listing around nightly rate, advertised bedrooms, and more. The City's inventory of short-term rentals will update alongside this continuous monitoring, ensuring that they have the most up-to-date data at hand when initiating enforcement actions. In addition, the system will reflect updated compliance immediately following any data uploads provided by the city with updated registration data captured from their external systems. Any notes and/or comments left to reflect conversations with property owners/managers and investigations of non-compliant properties will be displayed

immediately as well, driving cross-departmental visibility and bolstering the collaboration required for effective enforcement against non-compliance.

**• Monitor permit expiration.**

As part of the data upload process built within Host Compliance, City staff will be able to view the registration data provided from their preexisting external system, including pending, denied, and approved applications, as well as the date of application approval and the date permit expiry.

**• Monitor under- reporting of HOT.**

Our Rental Activity Monitoring module will display revenue estimates for each short-term rental property identified within City limits. City staff can also provide a data upload of reported earnings, which will be visible within the data tables. The City will have a clear visualization of any discrepancies between what has been reported by STR operators, and what the reality of their rental activity has accrued. The tool ensures that any efforts to audit any under-reporting of HOT will be more targeted for a more maximized return for City Staff's efforts.

## Reporting

**• The system will need to have up to date reporting to stakeholders.**

Host Compliance offers dashboards and reporting "on-demand", with the database containing sortable, filterable, and exportable records (tracking over 150 data points of information). To streamline City of Lago Vista's workflows and reporting process, Host Compliance has many standard reports and pre-defined filter combinations that the City can leverage at any time for reporting purposes. In addition, Host Compliance emails a report with high-level numbers to all customers on a monthly basis. City of Lago Vista personnel will also have access to the Host Compliance platform data 24/7 and can download reports via CSV/Excel at any time for further analysis.

**• Include maps and visuals of STR properties utilizing GIS files.**

Address Identification displays each rental units via a Dashboard map with the ability to zoom in/out down to the parcel level, toggle on/off units by compliance status, use street view, etc. In addition to this map visualization, all rental units and associated data are accessible via tabular form. Staff can sort, filter, and drill further into subsets of property characteristics individually and/or in bulk, depending on their needs.

While the Address Identification's dashboard map provides the necessary visualization for staff, we also capture the latitude/longitude coordinates for each rental unit as well, ensuring that staff is able to reference/filter coordinates as needed to represent applicable zoning regulations. The longitude/latitude coordinates of any identified rental unit record are exportable, so that staff can generate public-facing maps as needed.

- **Violation reporting and tracking.**

This is standard functionality of the Host Compliance system. City staff will easily be able to distinguish which properties are compliant short-term rentals, and which properties are non-compliant. Even if a property is registered and thus reflects compliance within the City's STR database, City staff can easily compare actual property information pulled in directly from your GIS through the ESRI integration, with the advertised property characteristics. For example, City staff will be able to compare the number of permitted bedrooms with the number of advertised bedrooms, targeting non-compliance of registered properties beyond the confines of their operating license.

Each identified short-term rental will have a full history of it's rental activity, from when it was first advertised on one of the listing platforms we monitor, as well as any dates posted/re-posted, documented stays, complaints received through our 24/7 Hotline module, and outreach initiated by City staff through our Compliance Monitoring module since. In addition, the system takes full paged, high-resolution date and time stamped screenshots of the listings themselves on a weekly basis and at rotating times of day, to ensure the operator cannot circumvent the monitoring. To our knowledge, no other provider of STR monitoring software captures full-screen, time-stamped, weekly screenshots; instead, they only take screenshots upon address identification or on an ad-hoc basis. This is problematic as it leaves staff with much less actionable evidence than what is provided by our solution. The historical snapshots of all properties are appended to the identified properties' individual records with a full timeline of activity of dates posted / re-posted, documented stays, citations sent, and complaints received. Our product fully supports generating documentation required to justify an issued citation as needed and all reportable data can be exported instantly to CSV or Excel formats for external use. City staff will have access to corroborating evidence of non-compliance, whether it be from actively advertising their listing without a license, advertising beyond the permitted number of bedrooms, and more - all by leveraging the screenshot of activity and bookable calendars.

- **HOT calculations reporting by property.**

Based on the on-going scans of all listing sites and corroborating rental activity through documented stays, City staff will have a clear idea of revenue earned on a monthly and quarterly basis for each active short-term rental. City staff will be able to leverage the estimates provided by Host Compliance and multiply those earnings by the appropriate tax rate for HOT, ultimately calculating the amount due and any associated outstanding balances of what has currently been reported and remitted for STR revenues. The estimates enable City Staff visibility into the data required for these calculations, both in total across all short-term rental properties, and on an individual basis. Should City Staff choose to leverage these estimates to further drive compliance around accurate and regular remittance, they will be able to leverage the screenshot history of listing activity for each active property to corroborate the assertion of rental activity.

**• Complaint history and multiple offender properties.**

Host Compliance's 24/7 Hotline module is both a local, toll-free number and a mobile-enabled online tip submission form that allows citizens and STR neighbors to report nonemergent short-term rental issues such as noise, parking, trash, or illegal STR activity 24/7/365. Our 24/7 Hotline is a cost-effective solution that enables the City of Lago Vista to quickly set-up and operate a code enforcement hotline and online complaint reporting system at a fraction of the cost of doing so using traditional means.

Any time a 24/7 Hotline complaint is leveraged against a short-term rental property within City limits, City staff will have access to the photo/video/audio recording evidence provided by the complainant, a recording of the call itself between the reporter and our Call Center, and an understanding as to whether or not the emergency contact listed for that property was responsive. In addition, any complaint is appended to the property's rental unit record, providing a full complaint history. The system also aggregates complaint data over time, providing staff with metrics around the distribution of complaint type, multiple offenders, and consistent reporters.

**• Hotline for complaints.**

Host Compliance's 24/7 Hotline module is both a local, toll-free number and a mobile-enabled online tip submission form that allows citizens and STR neighbors to report nonemergent short-term rental issues such as noise, parking, trash, or illegal STR activity 24/7/365. Our 24/7 Hotline is a cost-effective solution that enables the City of Lago Vista to quickly set-up and operate a code enforcement hotline and online complaint reporting system at a fraction of the cost of doing so using traditional means.

With this service, we set up a tangible space for citizens to report STR-related problems, a self-serving system that alerts the property's emergency contact in real-time of the complaint, and a dashboard that provides Town staff with the data and analytics needed to root out non-neighborly STR hosts:

- Full documentation of all reported incidents, with digital recordings and written transcripts of all calls
- Ability for complainants to include photos, video footage, and sound recordings to document complaints
- Real-time outreach to the emergency contact on file for the problem property, pushing the responsibility of resolution back on the host themselves
- In addition, staff will have access to reports containing:
    - Number and types of reported incidents
    - List of reported properties
    - Custom reports and analysis of hotline related activities

Host Compliance's system automatically cross references complaints with the City of Lago Vista's database of registered short-term rentals to:

- Automatically contact the owner or designated emergency contact via real-time calls and text messages, saving staff time and resources from dealing with nonemergent STR-related issues
- Easily identify serial offenders' noise/parking/traffic and other ordinance violations and use this data to initiate further actions against these "bad actors"

## Compliance

**• Violation reporting and tracking.**

Yes, this is included within Host Compliance's 24/7 Hotline module. Any time a complaint is received through the 24/7 Hotline module, our system captures all details associated with the complaint, including reported address, time of the complaint, the STR-related issue (whether it be noise, trash, parking, unauthorized STR, etc.) with notes, evidence provided by the original reporter, whether or not the emergency contact on file was responsive and effective in their resolution of the complaint in real-time, whether or not the issue was escalated further, routing the original caller to non-emergency resources, and more. All of these details are provided in tabular and reportable form for City Staff to leverage and each complaint is appended to individual property profiles. The 24/7 Hotline fully supports violation reporting and tracking for code enforcement, while also pushing the responsibility to resolve these issues in real-time back on the host themselves. This lessens the burden and workloads associated with STRs from code enforcement and/or non-emergent police resources, relieving the burden and prompting resolution immediately, even if outside of the departments' regular working hours.

**• Ability to send alerts to STRs not in compliance.**

Upon the identification of any STR property within City limits, and the system's comparison of those property details to the list of active registrations provided by the City, Host Compliance will generate lists of:

- Newly listed compliant and non-compliant, unlicensed short-term rentals
- Short-term rentals whose permit is set to expire within a certain period of time
- Short-term rentals that are advertising occupancy beyond the property's capacity
- Short-term rentals that are advertising for fewer than allowable nights
- Short-term rentals that do not advertise their short-term rental license within their listing.
- A number of other catered lists, as required by City Staff.

Through Host Compliance's Compliance Monitoring module, City staff can then send physical notices via USPS to non-compliant operators, educating them on the requirements for compliance and detailing the subsequent ramifications and any accruing fines associated with continued illegal operation. Compliance Monitoring enables City staff to send letters to individual owners or in bulk, all at the click of button. The system includes unlimited letter-sends and unlimited letter template

configurations, using the City's preferred wording, branding, and letterhead. In addition, the system tracks each mailing's delivery, updating relevant tracking statuses for each letter sent and compiling metrics around % compliant post-outreach. By automating this engagement, City of Lago Vista can spend less time on the manual processes of creating lists via mail merge, stuffing envelopes, and acquiring postage, and more time on other tasks.

The exact specifics of this communication plan can be adapted to accommodate the City's needs and communication preferences, but
as a rule, such a plan will include the following types and sequence of highly targeted activities:

- Send an initial "welcome letter" to any identified short-term rental, regardless of current compliance status, outlining your ordinance, your licensing requirements, and remittance duties, as well as all other necessary steps to become compliant.
- On a monthly (or more frequent) basis, when new non-registered properties are first identified, we will (with your approval) first mail the owner an "initial warning" letter to remind them of Albany's STR requirements and provide instruction on the necessary steps to become compliant.
- If the owner does not come into compliance within a certain number of days (usually 30) of receiving the "initial warning" letter, send a more sternly worded "Notice of Violation" letter.
- If an owner does not comply with the rules after receiving the 2nd warning letter, we will work to define further systematic letter outreach tactics to escalate further.

All outreach efforts will be greatly aided by our data, reporting metrics, screenshots, etc. With this approach, and a commitment to regularly mailing letters out, we typically see compliance rates of greater than 80% after two letters.

In addition, our 24/7 Hotline will call and text emergency contacts on file for registered STR properties when a STR-related complaint has been leveraged against their property. This alerts the responsible party the resolution time period they have to resolve the issue and drives compliance beyond licensing requirements. Compliance also requires responsive and responsible hosting.

- **Ability to integrate with code enforcement regarding complaints, and violations.**

The Host Compliance system is configurable and able to work with and talk to other systems. Host Compliance currently supports and maintains integrations with external permitting and code enforcement systems. In working with Washington, DC, we integrate with their external code management system; in working with the City of Los Angeles, we've built a number of custom APIs to support citation issuance and fees associated with violations. We would welcome the conversation to learn more about the City of Lago Vista's existing code enforcement systems, gather the necessary requirements for integrating, and develop a more pointed scope of work to meet this requirement.

## Additional Inclusions

**• Include any additional offering your firm may offer to lessen staff workload.**

Host Compliance is the only solution within the home share market that was specifically built for and designed around the needs, workflows, and mechanisms associated with managing short-term rentals and driving towards true, holistic compliance. Our full suite of tools includes each component outlined in our proposal here, as well as our Enhanced Portal for mobile permitting, registration and tax collection.

The Host Compliance modules included within this proposal will build off of your existing systems, while further empowering city staff to better understand the local STR market (identifying where STRs are and who is operating them), gain insight and visibility into each STR's rental activity, and develop an automated mechanism for outreach that easily communicates the requirements of compliance to hosts. Each of these components will drive STR operators and property owners to the city's existing licensing and tax collection process, maintaining a consistent citizen experience, all the while empowering City staff to truly drive compliance with what's already in place. Should the city want to explore alternative permitting and tax collection options, we've included overview descriptions of Host Compliance's Enhanced Portal system.

With our Mobile Permitting and Tax Collection system, STR operators and property owners will have the ability to register, pay, and track compliance status online in real-time. Equally important, the system is mobile-enabled for constituents, meeting that preference for STR operators, as ~50% of hosts handle their business from their mobile device already. Our solution makes it easy for STR hosts to register, calculate, and remit taxes to the City of Lago Vista. We have applied the best of user-centered design principles which leads to increased completion rates and constituent satisfaction, while also reducing errors and decreasing the amount of time spent by staff in supporting applicants through the process. Moreover, we work closely with our clients to ensure that all appropriate application requirements and tax remittance calculations are captured in the system. Our Enhanced Portal enables secure payment of application fees and HOT online via debit, credit card, or e-check (ACH), while depositing all funds directly into the City of Lago Vista's bank account at a cadence of staff's choosing. All payments are processed through our 3rd party payment processor, Stripe. Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry. To accomplish this, Stripe makes use of best-in-class security tools and practices to maintain a high level of security.

In working with over 500+ customers across the entirety of North America, our team has the true expertise and thought leadership to meet the City of Lago Vista in the current moment, while City Council concerns and develops a short-term rental ordinance. Should the City like to review the inclusions of our STR consulting services, we'd also welcome the chance to review your drafted proposal and ensure that the rules and regulations being proposed are effective and enforceable.

Lastly, our professional partnerships with other leaders in the space, including ESRI for GIS and Accela for PCL, highlights our desire to build out the integrations necessary to support the existing systems and governmental processes of our customers. We offer

custom API integrations as well that could help further minimize manual processes for your staff and bolster your Host Compliance platform with the real-time data that exists within the city's current systems. We'd welcome the chance to pointedly scope out the art of the possible with your team.

**• The system should require minimum staff involvement and should be mainly handled by firm and software.**

The Host Compliance system applies the best of user-centered design principles for both the public-facing components for constituents and the backend admin views for City Staff, leading to increased completion rates for applications and tax collection by STR operators, more informed complaint reporting by neighbors, and clear visibility into the data and reporting necessary for the City to meet it's desired executive outcomes for short-term rental compliance. The system is incredibly user-friendly and is the mechanism by which City staff will be able to view rental activity, monitor on-going compliance, and initiate effective outreach to enforce STR-related rules and regulations. Host Compliance is intuitive, all-encompassing, and provides an unlimited number of log ins to empower cross-departmental collaboration. Host Compliance automates numerous processes related to short-term rentals that are typically arduous and manual for City Staff, while also providing visibility into the trends of the homeshare market as a whole, and rental activity on an individual basis within City limits.

**• Include onboarding pricing and yearly pricing.**

Our proposal's pricing reflects annual costs, including those associated with implementing the City's Host Compliance system and on-boarding City Staff.

**• Include referrals from clients.**

We have included customer references within this proposal.

**• 1 year term with option to renew yearly.**

Yes. This has been included in the quote.

# Granicus Proposal for Lago Vista, TX

## ORDER DETAILS

| | |
|---|---|
| **Prepared By:** | Mike Bozich |
| **Phone:** | |
| **Email:** | mike.bozich@granicus.com |
| **Order #:** | Q-371839 |
| **Prepared On:** | 09 Aug 2024 |
| **Expires On:** | |

## ORDER TERMS

| | |
|---|---|
| **Currency:** | USD |
| **Payment Terms:** | Net 30 (Payments for subscriptions are due at the beginning of the period of performance.) |
| **Period of Performance:** | The term of the Agreement will commence on the date this document is signed and will continue for 12 months. |

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| One-Time Fees | | | |
|---|---|---|---|
| **Solution** | **Billing Frequency** | **Quantity/Unit** | **One-Time Fee** |
| Address Identification - Setup and Configuration | Up Front | 1 Each | $0.00 |
| Address Identification - Online Training | Up Front | 1 Each | $0.00 |
| 24/7 Hotline - Setup and Configuration | Up Front | 1 Each | $0.00 |
| 24/7 Hotline - Online Training | Up Front | 1 Each | $0.00 |
| Compliance Monitoring - Setup and Configuration | Up Front | 1 Each | $0.00 |
| Compliance Monitoring - Online Training | Up Front | 1 Each | $0.00 |
| Rental Activity Monitoring Lite - Setup and Configuration | Up Front | 1 Each | $0.00 |
| Rental Activity Monitoring Lite - Online Training | Up Front | 1 Each | $0.00 |
| ESRI Setup and Configuration | Up Front | 1 Each | $0.00 |
| | | **SUBTOTAL:** | **$0.00** |

| New Subscription Fees | | | |
|---|---|---|---|
| **Solution** | **Billing Frequency** | **Quantity/Unit** | **Annual Fee** |
| Address Identification | Annual | 1 Each | $9,814.00 |
| 24/7 Hotline | Annual | 1 Each | $3,925.60 |
| Compliance Monitoring | Annual | 1 Each | $4,907.00 |
| Rental Activity Monitoring Lite | Annual | 1 Each | $3,312.40 |
| Esri Integration | Annual | 1 Each | $3,000.00 |
| | | **SUBTOTAL:** | **$24,959.00** |

## PRODUCT DESCRIPTIONS

| Solution | Description |
|---|---|
| Address Identification | Our state-of-the-art software provides ongoing monitoring of short-term rental platforms including major platforms such as Airbnb, VRBO, Booking.com, and FlipKey. We continually review and update our software to align with the evolving state of the platforms to provide a comprehensive dataset. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes: - Ongoing monitoring of all listings in your jurisdiction - Updating listing activity and details on a regular basis - Screenshot activity of every active listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance. |
| 24/7 Hotline | 24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos)<br>- 24/7 call center for citizens to contact and report complaints verbally<br>- Recordings for all call center complaints<br>- Email notifications to your team when complaints are logged<br>- Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint<br>- SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes<br>- Hotline Dashboard for tracking complaint volumes, trends, and categories<br>- Ability to upload Notes/Comments to each complaint |
| Compliance Monitoring | Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7<br>- Configure letter templates with your branding and letterhead<br>- Add as many letter sequences as you need for escalation<br>- Monitor properties that become compliant after letter enforcement |
| Esri Integration | One way integration from Esri ArcGIS to Host Compliance for weekly property data (assessor data) syncing. |

| Solution | Description |
|---|---|
| Address Identification - Setup and Configuration | Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.<br><br>*Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.* |
| Address Identification - Online Training | Virtual training session with a Granicus professional services trainer. |
| 24/7 Hotline - Setup and Configuration | Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems. |
| 24/7 Hotline - Online Training | Virtual training session with a Granicus professional services trainer. |
| Compliance Monitoring - Setup and Configuration | Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements. |
| Compliance Monitoring - Online Training | Virtual training session with a Granicus professional services trainer. |
| Rental Activity Monitoring Lite - Setup and Configuration | Setup and configuration of Rental Activity Monitoring Lite |
| Rental Activity Monitoring Lite - Online Training | Virtual training session with a Granicus professional services trainer. |
| ESRI Setup and Configuration | Standard ESRI integration to automatically send parcel updates to enable Address Identification. |

## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-371839 dated 09 Aug 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lago Vista, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

## BILLING INFORMATION

| | | | |
|---|---|---|---|
| **Billing Contact:** | | **Purchase Order Required?** | [ ] - No<br>[ ] - Yes |
| **Billing Address:** | | **PO Number:**<br>*If PO required* | |
| **Billing Email:** | | **Billing Phone:** | |

**If submitting a Purchase Order, please include the following language:**
*The pricing, terms, and conditions of quote Q-371839 dated 09 Aug 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

## AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

| **Lago Vista, TX** | |
|---|---|
| **Signature:** | |
| **Name:** | |
| **Title:** | |
| **Date:** | |

# Project Implementation

The sales and contracting process is only the first step in the lifecycle of a Granicus customer. As soon as we partner with your organization, our Professional Services team takes over as your primary point of contact. The mission of professional services team is to drive long-term customer satisfaction through repeatable solution delivery.

## Granicus Service Difference

The Granicus Professional Services team consists of over 70 people distributed across our core offices. The team is primarily composed of implementation specialists and consultants that handle small to mid-level projects. Additionally, we have a broad team of project managers that handle projects that are more complex or incorporate multiple Granicus solutions or product families.

Our Professional Services team also includes a cross-section of technical experts with expertise in specific service areas. Some of these additional offerings include data migrations, UX analysis, graphic and web design, development, and API configuration. These specialists are brought in as needed to augment our standard project teams.

*Collectively, we have over 450 years' experience delivering software solutions across a wide variety of industries and verticals. Our teams of implementers and technology specialists have deep expertise with one of our core product families and cross-train over time on other solutions as they gain experience.*

*Clients will always have a single point of contact within the Professional Services team for questions or concerns during the deployment process. In our experience, this focused attention leads to better outcomes for the client and a more cohesive project management experience.*

## Project Management Approach

The project implementation process is typically the first extended contact a customer has with the Granicus team, so we are focused on providing the best customer experience from the start. Our goal is to deliver a fit-for-purpose solution that meets the client's requirements and creates a customer for life or strengthens the relationship with an existing customer.

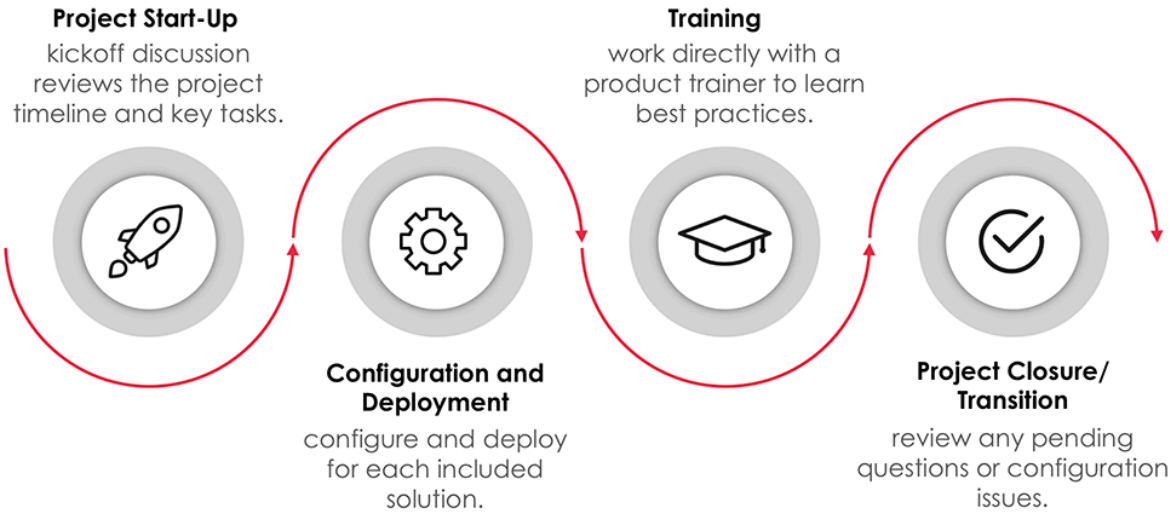
Our implementation teams strive to provide the appropriate level of support throughout the project lifecycle, from kickoff through training, go-live and continuing support. In general, we staff our teams based on project complexity and strive to keep our project teams as small as possible.

The Granicus Project Management methodology is designed to be consistent and repeatable, with one of our experienced Project Managers or Implementation Specialists/Consultants guiding the client team through every step of the process.

Each Granicus solution has specific elements that need to be addressed during the delivery process but generally our projects all proceed through a similar set of completion milestones: Project kickoff & planning, discovery & requirements gathering,

configuration and deployment, user acceptance testing & training, and project closure/transition to our customer success team.

Once all relevant issues are resolved and the client team confirms acceptance, the project will be formally transitioned out of the professional services team and handed over to our customer support and customer success teams.




## Sample Project Implementation Plan and Timeline

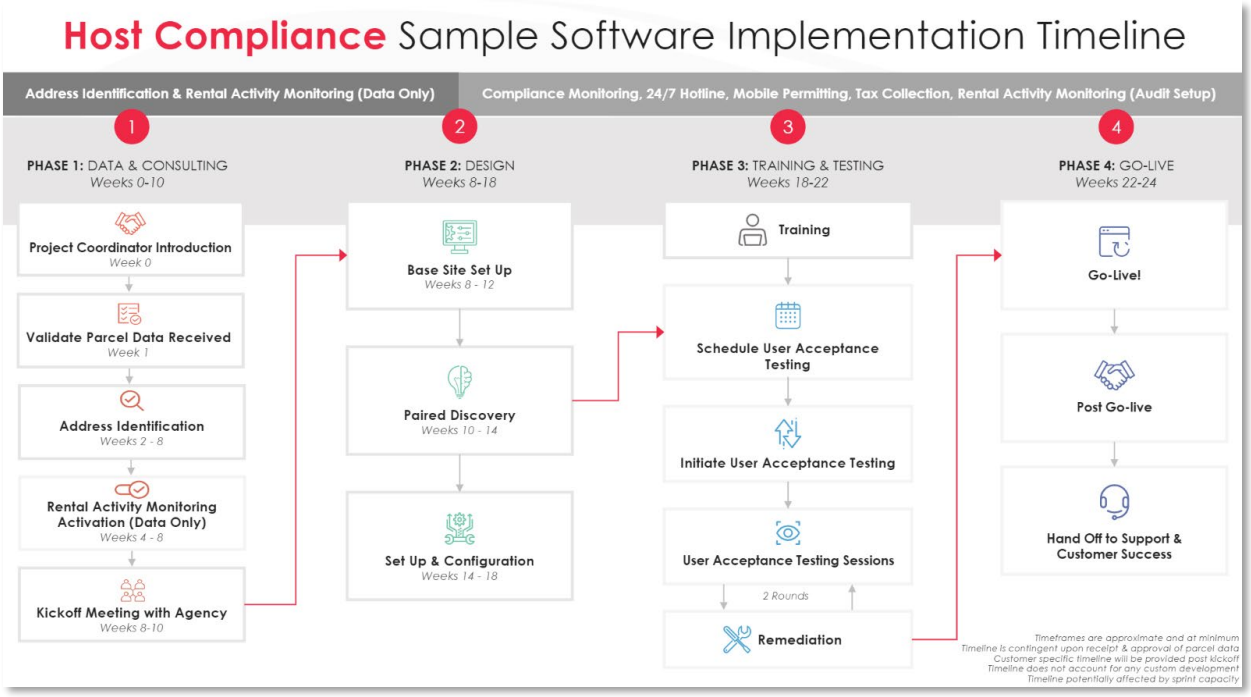



*Figure 25: Sample Project Implementation Plan and Timeline*

| Project Phase | Minimum Timeline * | Description |
|---|---|---|
| Phase 1 - Data and Consulting | Weeks 0-10 | • Project Coordinator Introduction<br>• Validate Parcel Data (Provided by Client)<br>• Address Identification Begins<br>• Data Activated |
| Phase 2 - Design | Weeks 8-18 | • Base Site and Client Environment Set Up<br>• Confirmation of Client Requirements<br>• Configurations based on Client Requirements |
| Phase 3 - Training & Testing | Weeks 18-22 | • Client Training<br>• User Acceptance Testing |
| Phase 4 - Go Live | Weeks 22-24 | • Project Completion and Hypercare<br>• Introduction to Customer Success Consultant |

*Figure 26: Sample Project Implementation phase details*

***This is a Sample Software Implementation Timeline and does not account for any custom development. Granicus shall develop and submit a final project plan to the Client for its review after project discovery and requirements gathering is completed.**

## Self-Service, Ongoing Training, and Supporting Documentation

Our online knowledge base containing user guides, FAQs, training videos and other self-help information is available online at support.granicus.com. This also includes the ability to directly submit suggested modifications or new feature requests to our Granicus development teams. Ongoing live support, training videos, product updates and supplemental online courses are all provided as a part of your ongoing subscription. However, beyond the Customer Success Consultants annual success call you can acquire additional onsite training or support if desired as a billable professional service.

# Our Team

## Key Project Personnel

The Granicus resources assigned to this project will be knowledgeable in the Granicus modules included in the solution as well as in the City's business processes and requirements. These resources shall be fully capable of performing assigned duties, fulfilling project commitments, and communicating with City team members effectively. The following roles may be part of your implementation project:

- Project Manager (Granicus PM): This is the primary person responsible for the implementation of and adherence to project plans.
- Designer: The Designer is responsible for customizations and modifications of Granicus products that relate to web design.
- Solution Validation Engineer: This team member is responsible for reviewing the City's technical compatibility with new or existing Granicus solutions. They will confirm the solution will work in the City's environment and ensure the City will maximize the intended and desired benefits from the solution.
- Product Trainer: The Trainer delivers instructor-led online or in-person training.

## Host Compliance Team

### Josh Fruecht – Director, National Sales, govService Host Compliance

Josh Fruecht is the Director of National Sales for the govService Host Compliance sales team at Granicus, the leading provider of modern digital government solutions. Josh has been working with and for public sector organizations for over 13 years and is a Certified Municipal Clerk with a Master's in Public Administration from the Askew School of Public Administration and Policy at Florida State University.

### Joe Markusson, Sr. Director, Implementation Services

Joe is a professional services leader with over 15 years of experience coaching various cross-functional teams. Currently he leads the shared services delivery organization of Granicus to help enable complex government clients in US & UK markets meet their objectives with Granicus technology. Joe leads a dynamic group of Program Managers, Consultants and Specialists aligned to deliver meaningful human centered outcomes with high quality. Previously, Joe has worked in large tech with focuses on ERP and project management, training, lead generation and partnership. Outside of work Joe enjoys time with his wife and two sons, all of whom are forced to endure more conversations about digital engagement than they care to admit.

### Sheneka Anthony, Platform Program Manager

As Platform Program Manager, Sheneka is responsible for ensuring the implementation process for complex projects runs smoothly. From kickoff to completion, Sheneka's focus is upon project success. Prior to her time as a Program Manager, Sheneka spent 8 years in the U.S. Army and then received both her Bachelor of Science and MBA in Business.

### Shivam Patel - Associate Product Manager

Shivam joined the Granicus' Host Compliance team earlier this year and has been with the organization for nearly 3 years. His experience has been primarily as a Solution

Consultant supporting all markets (federal, state, and local) at Granicus, including becoming an SME for the Host Compliance product. He has been in the industry for over 5 years with a unique blend of experience across several industries, specializing in complex technologies including machine vision and machine learning. Passionate to maturing products and driving innovative solutions, particularly adept at bridging the gap between siloed startup products and scaling them within larger organizations. Proven track record of enhancing product maturity and scalability while delivering tangible results across govTech, Marketing SaaS, and the T&L space.

### Jeffrey B. Goodman – Policy Analysis and Development

Jeffrey is an urban planner and considered one of the nation's leading authorities on short-term rentals and how they impact communities. He has worked with Host Compliance since early 2016. Jeff has previously contracted with the Cities of Vancouver, BC; Pasadena, CA; West Hollywood, CA; New Orleans, Los Angeles, CA; and Airbnb, and advised researchers on STRs in a range of other cities, including San Francisco, Portland, and New York. Jeff has spoken about STRs across North America, including at the APA's National Planning Conference, and he is the author of a featured article in Planning Magazine on the topic of STR regulation. He graduated from Yale College and earned his Master's in Urban Planning from Harvard University.

### Lynn Munro – Director of Technical Support

Lynn joined Granicus six years ago as Project Manager and transitioned through Director of Implementation and is now a Director of Technical Support with worldwide teams. Located in the UK, Lynn has 30 years' experience working in the technology sector specializing in helping Local Government customers achieve their digital transformation goals. Lynn is passionate about driving positive change at work and at home and volunteers in her spare time. Recently Lynn proudly received the Granicus Powered By Purpose Award.

### Vishwas Prasad – Manager, Technical Support

Vishwas has spent his entire professional career working with customers and providing a high level of support. Prior to joining Granicus, he worked for a back-office insurance company and authorized payments for life and other insurances of customers in the UK. Vishwas joined Granicus through the acquisition of Bang The Table in 2021. He's worked with Bang The Table since 2017 and has experience of working with customers from Australia to the US.

# Customer Support

The Granicus Customer Support Team is focused on a single common mission: provide our clients with high quality, responsive support across all our product families. We are a diverse team of dedicated professionals driven by the mission and call to public service who strive to be on the cutting edge of technology and innovation.

**Philosophy and Team Credentials**

Teachers, public servants, musicians…this is just a sampling of the kinds of folks who embody the Granicus support organization. Despite our diverse backgrounds - we are all focused on one mission: to provide highly responsive world-class support to our local, state, and federal clients.

We employ a large and distributed team of support representatives, senior representatives and team leads across the U.S. and the U.K. with our primary locations in Denver, Colorado and St. Paul, MN.

We also employ a host of tools and systems that enable our team to better support our customers, including skill-based call routing, a centralized ticketing system, a robust knowledge base, remote support, and desktop tools, and 24/7 monitoring of our cloud-based infrastructure.

**Contacting our Support Organization**

- Regular Support Hours (Phone, Email, Chat): Monday-Friday, 9AM EST – 9pm EST
- Extended Live Meeting and Video Streaming Support (Phone, Email): Monday-Friday 9PM EST - Midnight
- Phone:(800) 314-0147 (US) or +44 (0) 800 032 7764 (Europe)

**Granicus Support Portal - Support.Granicus.com**

The Granicus support portal is your 24/7 resource for user guides, knowledge base articles and training videos for all our product offerings. Additionally - our users can sign up for weekly webinars/how-to sessions led by our support and services team. Users can also initiate a chat session with a live support agent during our standard business hours.

**Granicus System Status**

Granicus customers can opt-in to receive email and or SMS text alerts to our online status page (status.granicus.com) that provides real-time information around product releases, service disruptions and outages for all of our products. Granicus support and engineering provides for 24/7 response and monitoring of all cloud-based systems and software.

**Support Service Levels and Priority Levels**

Granicus provides the highest levels of support to our customers. To ensure that each support case is handled efficiently, we commit to the following service levels.

| Priority | Initial Response | Examples |
|---|---|---|
| **1: Emergency**<br>Severe application problem that causes productivity to cease for many staff or complete loss of service to either website or intranet (application-related site outage). | Within at least one hour | - Web server is running but application is non-functional<br>- SQL-server errors not related to hardware |
| **2: High**<br>Application or service is degraded but is available. A work-around is possible or a brief loss of service is acceptable. Impacts only a small group or causes work to cease for an individual staff member. | Within at least four business hours | Granicus site is operational but search, calendar or other modular functionality is impaired |
| **3: Medium**<br>Moderate business impact; issues have affected productivity. A work-around may exist or the problem is for a non-business-critical task. | Within at least one business day | - File attachments won't upload<br>- Text is not rendering correctly |
| **4: Low**<br>Limited business impact. Requests can be scheduled. | Within at least three business days | - Programmatic change to back-end or front-end to improve efficiency<br>- Distribution of all patches and upgrades |

# Security Overview

No other short-term rental compliance monitoring software provider invests as heavily in infrastructure as Granicus, whether that investment is in our datacenters or in the platform engineers who ensure that they operate flawlessly. Granicus views NIST 800-53 as the gold standard for application and infrastructure security.

Granicus understands the impact of disruption and takes the necessary steps, in our infrastructure design and scale, to ensure the availability of your applications when you need them. Data in those applications is encrypted at rest and in transit using FIPS 140-2 validated encryption methods. The remainder of the suite is hosted in Amazon Web Services and all backups (from every application) are replicated to AWS datacenters.

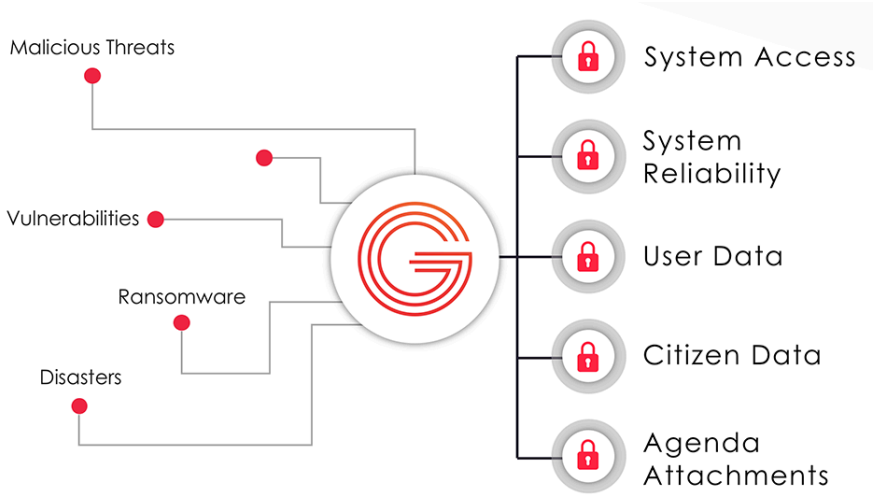



*Figure 27: Security posture overview*

## Security Overview

We have leveraged best-practice principles from our roots in Silicon Valley in building the Host Compliance software, technology infrastructure, and data science architecture. Our core solutions are built in-house (given the lack of existing robust solutions incorporating geo-spatial data and the ability to run complex algorithms) and all data pertinent to our services are delivered through an integrated web interface that incorporates multiple modules (e.g., address identification, compliance monitoring, online permitting, tax collection, rental activity and tax compliance monitoring, hotline, reports, and dashboards) updated in real time. As the Host Compliance solution is a cloud-based solution on a virtualized server, it will be accessible to the relevant City personnel through a secure password-protected web application. Data and reports can be pulled by City staff "on demand" through our platform, without the need for advanced hardware – only a secure and consistent connection to a modern Internet browser (e.g., Explorer 11+, Edge, Chrome, Firefox, and Safari) to access online software at a designated URL. As for PC requirements, if the City's PCs operate on one of the above-mentioned operating systems, you will be able to use the Host Compliance platform.

## Data Center Security

For database management system, server hardware architecture, and related services, we are using Amazon, which is the industry's leading provider of such services and is well-known for its scalability and security. Host Compliance is 100% cloud-based which for the City means that there are no web hosting requirements as our databases are hosted on Amazon Web Services.

With regard to security, as described above, Host Compliance hosts our applications and your data with Amazon Web Services (AWS) which provides a highly reliable, scalable, low-cost infrastructure platform in the cloud that powers hundreds of thousands of organizations in 190 countries including government institutions such as the U.S. Department of State, the U.S. Department of Energy, the Center for Disease Control, the State of Washington, and Multnomah County, OR. AWS is a secure, durable technology platform with industry- recognized certifications and audits: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2 audit reports. All the data centers we use have multiple layers of operational and physical security to ensure the integrity and safety of our data.

All data is backed up using daily and weekly images. Parent/child replication also ensures that database backups are hot-swappable. Backups and replications are not transported off site but are stored in different Amazon data centers from the Host Compliance application to ensure that they can be recovered in case of loss at the primary data center. To identify and manage threats, Host Compliance's team constantly monitors notifications from various sources and alerts from internal systems.

## Robust Security Layers

We follow industry-standard practices under the guidance of our experienced Information Security Officer and our Privacy Officer. For example:

- None of our servers are publicly accessible. Host Compliance engineers must proxy all their traffic through our secure jump box to reduce potential attack vectors from would be hackers.
- We have a strict two-factor authentication policy for all third-party logins (such as through Google), if available.
- Public access to AWS s3 is restricted for website assets.
- All data (s3 + database storage) is encrypted at rest and is only made available, on an as-needed basis, to employees and contractors of Host Compliance via a secure Host Compliance login unique to the individual, each of whom are all working under agreements that contain strict confidentiality clauses.
- Employees are required to encrypt their hard drives, and User access profiles are managed centrally through LastPass and our HR/ contractor onboarding and offboarding processes.
- We document and inventory our hardware (e.g., employee laptops and monitors), software, and online applications.

- We retain logs of all database interactions (limited to Host Compliance employees and contractors) that stores stored data for 3 days. We retain all application logs for 15 days.

Virtually all of the information we store is publicly available information (e.g., platform listings, publicly available government records). Credit card and bank account information is not persisted anywhere on our system and is instead passed directly to our third-party payment processor, Stripe, Inc. Stripe, Inc. is a vendor certified to PCI Service Provider Level 1 (the most stringent level of certification available in the payments industry) that processes payments for more than 100,000 other companies and organizations including Amazon, Target, and UNICEF. For the limited personal information, we retain (primarily for our Permitting/Registration and Tax Collection customers), the information is stored in highly secure Amazon S3 buckets that are protected by appropriate security mechanisms that have been reviewed and approved by various customers' cybersecurity teams, including Los Angeles and Seattle.

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## Attachment "A"

## OFFICIAL PROPOSAL FORM and CERTIFICATION FOR THE CITY OF LAGO VISTA, TEXAS

**This certification must be submitted with the proposal.**

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on a future Purchase Order or Notice of Award.

To furnish all materials and labor in accordance with the scope of work described in the Proposal for the specified lump sum, subject to all conditions shown therein and the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the materials and/or services as specified at the prices and terms herein stated and in accordance with the Request for Proposal, Clarification Letters, and any General Terms and Condition Specifications that they City might have issued in connection with this solicitation, all of which are made a part of this offer.

All pages of The City of Lago Vista's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

### NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT CONDUCTED BUSINESS WITH THE CITY OF LAGO VISTA

### FEDERAL FORM W9 REQUIREMENT:

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of Lago Vista Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of Lago Vista, 5803 Thunderbird, Lago Vista, TX 78645.

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This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

**PROPOSERS CERTIFICATION:**

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

**OUR company is a (Check One):**

Corporation ___ (The Proposal MUST be signed by an Officer of the company)

Partnership ___ (The Proposal MUST be signed by a General Partner)

Joint Venture ___ (The Proposal MUST be signed by an Officer of the company)

Sole Proprietor ___ (The Proposal MUST be signed by the Owner)

Limited Liability Company X

Is the company a small, minority, or woman-owned business enterprise?

MBE ___ WBE ___ SBE ___

Has the company been certified as a SMWBE by any governmental agency?

Yes ___ No X

If yes, specify the governmental agency: _____

Date of certification: _____

**LETTERS OF CLARIFICATION:**

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

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LETTER OF CLARIFICATION # 1 N/A

LETTER OF CLARIFICATION # 2 N/A

LETTER OF CLARIFICATION # 3 N/A

COMPANY NAME: Granicus LLC

COMPANY ADDRESS: 1152 15th Street, Suite 800,

CITY/STATE/ZIP: Washington, DC 20005

COMPANY REPRESENTATIVE

NAME: Brendan Stierman Sr Manager, Contracts

TELEPHONE #: 800-314-0147 FAX#: N/A

EMAIL: contracts@granicus.com

SIGNATURE: Signed by: Brendan Stierman B11273C80DFC404...

DATE: 8/9/2024

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**Attachment "B"**
**HB 89 Form**

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**To Be Completed By Contractor:**

"I, Brendan Stierman (Name of certifying official), the Sr Manager, Contracts (title or position of certifying official) of Granicus LLC (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signed by:
Brendan Stierman
B11273C80DFC404...

Signature of Certifying Official

Sr Manager, Contracts

Title

8/9/2024

Date

Docusign Envelope ID: AABA08B0-D525-45FE-AE1E-86BA0C3FCA4B

# ATTACHMENT "C"

## CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., The City of Lago Vista) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Lago Vista City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at **http://www.ethics.state.tx.us/forms/CIO.pdf.**

Questions about compliance shall be directed to the Proposer's legal counsel.

Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense Under Chapter 176 is a Class C misdemeanor

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# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

**1** **Name of vendor who has a business relationship with local governmental entity.**

Granicus LLC

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ● No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ● No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ● No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

Signed by:
Brendan Stierman
B11273C80DFC404...

Signature of vendor doing business with the governmental entity

8/9/2024

Date

Adopted 8/7/2015

Docusign Envelope ID: AABA08B0-D525-45FE-AE1E-86BA0C3FCA4B

# ATTACHMENT "D"

## CITY OF LAGO VISTA

## INSURANCE REQUIREMENT AFFIDAVIT

**To Be Completed By Insurance Agent/Broker and Responder**

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: *see Exhibit B of Granicus' Exceptions Letter

Agent's Name: Granicus' Insurance Broker doesn't sign client insurance documents

Agency Name: _____

Address: _____

City / State / ZIP: _____

Telephone No. ( ) _____ Fax No. ( ) _____

Proposer's Name and Company: _____

RFP Number and Title: Short Term Rental Tracking, Monitoring & Compliance Software RFP No. 24-10

Insurance Agent / Broker Signature: _____ Date: _____

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature: Signed by: Brendan Stierman B11273C80DFC404... Date: 8/9/2024

Docusign Envelope ID: AABA08B0-D525-45FE-AE1E-86BA0C3FCA4B

# ATTACHMENT "E"

## DRUG-FREE WORKPLACE CERTIFICATION

The Granicus LLC (company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the Granicus LLC (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor's policy statement;

~~Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace;~~

~~Notifying the City within ten (10) days of the Contractor's receipt of a notice of a conviction of any employee; and,~~

Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Granicus LLC

Name of Organization / Contractor(s)

Signed by:
Brendan Stierman
B11273C80DFC404...

Signature of Authorized Representative:

8/9/2024

Date:

**ATTACHMENT "F"**

**QUALIFICATIONS & REFERENCE SHEET**

**Please Complete and Return This Form with the Response**

The Contractor may furnish up to a maximum of three (3) references for projects of a similar size and scope, with the following information provided for each reference:

Client's Name: Dallas, TX

Name of Contact: Latasha Brewster

Title of Contact: Inspector

Email address latasha.brewster@dallas.gov

Telephone Number: (469) 515-1114 or (214) 671-9148

Website URL: Welcome to the City of Dallas, Texas (dallascityhall.com)

Client's Name: Houston, TX

Name of Contact: Kathryn Bruning

Title of Contact: Deputy Director of Regulatory Affairs

Email address: Kathryn.Bruning@houstontx.gov

Telephone Number: (832) 394-9414

Website URL: Government (houstontx.gov)

Client's Name: Yates County, NY

Name of Contact: Jessica Mullins

Title of Contact: County Administrator

Email address: jmullins1@yatescouty.org

Telephone Number: 315-536-5192

Website URL: Yates County, NY | Official Website (yatescountyny.gov)

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**Subject:** Exceptions to {Ƙ2ℕűˊ ¢$ℕY wŝyűⅠ·f ¢ℕⅠ·Ǒ]λyƎΣ a2yλű2ℕλyƎ ɘ /2YLJfλⅠ·yǑŝ {2ŦűøⅠ·ℕŝ wCt b2ϕ нптмл

Dear /λűè 2Ŧ [Ⅰ·Ǝ2 ±λăűⅠ·:

Thank you for providing us with the opportunity to respond to the {Ƙ2ℕűˊ ¢$ℕY wŝyűⅠ·f ¢ℕⅠ·Ǒ]λyƎΣ a2yλű2ℕλyƎ ɘ /2YLJfλⅠ·yǑŝ {2ŦűøⅠ·ℕŝ wCt b2ϕ нптмл.

Granicus's proposal is submitted based upon a good faith negotiation of mutually agreeable terms and conditions upon award of the RFt. The attached Master Subscription Agreement contains the necessary provisions covering the products and services that comprise Granicus's proposal, and it is offered for consideration to be the basis for such good faith negotiations. If there is an existing contract between the parties, Granicus is willing to consider utilizing such contract upon award. Additionally, attached is Granicus's evidence of insurance.

Granicus is willing to negotiate any agreeable modifications to the Master Subscription Agreement. We look forward to engaging with you and negotiating the terms and conditions that will form the basis of our future relationship.

Sincerely,

Attachments: Exhibit A (Master Subscription Agreement); Exhibit B (Evidence of Insurance).

GRANICUS

**Exhibit A**
**Master Subscription Agreement**
**US/Canada**

This Master Subscription Agreement ("**Agreement**") is effective as of the date last signed below (**"Effective Date"**) between Client ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company for those Clients residing in the US, and Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients residing in Canada ("**Granicus**").

**1. Definitions.** For the purpose of this Agreement, the following terms have the corresponding definitions:

**"Content"** means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products.

**"Products"** means the online or cloud subscription services, on premise software, and embedded software licensed to Client, and hardware components purchased by Client under this Agreement;

**"IP Rights"** means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.
**"Order"** means a binding proposal, written order, or purchasing document setting forth the Products made available to Client pursuant to this Agreement;

**"Services"** means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW;

**"SOW"** means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement; and

**2. Intellectual Property Ownership and Use Rights.**

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products. Client and its authorized users have no right, title or interest in the Products other than the license rights expressly granted herein. All rights not expressly granted in the Products are reserved by Granicus or its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference. Granicus reserves all right, title and interest in and to all Granicus Products, including all rights not expressly granted to Client under this Agreement.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by Client for any purpose other than performing Services subject to this Agreement.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus is not responsible for any Content used, uploaded or migrated by Client or any third party.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

(i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

(ii) Use the Products as a door or signpost to another server;

(iii) Disassemble, decompile, reverse engineer or make derivative works of the Products;

(iv) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

(v) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(vi) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

**3. Term; Termination.**

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in such Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal at least sixty (60) days prior to the end of the applicable Term of the Order. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the **"Termination Date"**), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

e) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

f) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

**4. Fees; Payment.**

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the

Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within thirty (30) days of an undisputed invoice, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes at least ninety (90) days prior to the end of the current Term, which will become effective as of the next Renewal Term. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

**5. Client Responsibilities.**

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client. In addition, Content does not include data generated by use of the Products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Granicus for any and all business purposes including diagnostics and system and product improvements.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password

protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

**6. Support.** Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

**7. Representations; Warranties; Disclaimers.**

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus ' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) for a breach of the warranty in Section 7.b.(ii) reperformance of the non-conforming Services, provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT

PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

**8. Services.**

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW. **"Deliverable(s)"** means any computer software, written documentation, reports or materials developed by Granicus specifically for Client pursuant to a SOW;

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

**9. Confidentiality**. During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of

its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

**10. Indemnification.**

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus

reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

**11. Limitation of Liability.**

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CUSTOMER FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSDAND DOLLARS ($5,000).

**12. General.**

**a) Force Majeure.** With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other

joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

| **Granicus** |
|---|
| Contracts |
| 408 St. Peter Street, Suite 600<br>Saint Paul, MN 55102 |
| (651) 757-4154 |
| contracts@granicus.com |

| **Client** | |
|---|---|
| **ATTN:** | |
| **Address:** | |
| **Phone:** | |
| **Email:** | |

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided that either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

i) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations.

j) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

k) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

**13. Governing Law**. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

**14. Entire Agreement**. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. Inconsistencies between documents will be resolved in the following order: (I) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus' response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date set forth below.

| **Granicus** | **Client** |
|---|---|
| **By:** _____ | **By:** _____ |
| (Authorized Signature) | (Authorized Signature) |
| **Name:** _____ | **Name:** _____ |
| (Print or Type Name of Signatory) | (Print or Type Name of Signatory) |
| **Title:** _____ | **Title:** _____ |
| **Date:** _____ | **Date:** _____ |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2024 | 12/15/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER** Lockton Insurance Brokers, LLC<br>CA License #OF15767<br>Three Embarcadero Center, Suite 600<br>San Francisco CA 94111<br>(415) 568-4000 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED** 1421590<br>Granicus, LLC<br>408 Saint Peter Street Suite 600<br>Saint Paul MN 55102 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Berkley National Insurance Company — 38911<br>**INSURER B :** --- SEE ATTACHMENT ---<br>**INSURER C :** Riverport Insurance Company — 36684<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** GRAIN01 **CERTIFICATE NUMBER:** 20132303 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | N | N | TCP 7024348-10 | 10/20/2023 | 10/20/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY<br>X Comp $100 Ded X Coll $1,000 Ded | N | N | TCP 7024348-10 | 10/20/2023 | 10/20/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| | **UMBRELLA LIAB** OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | NOT APPLICABLE | | | EACH OCCURRENCE<br>AGGREGATE<br> | $ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N / N / A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | N | TWC 7024349-10 | 10/20/2023 | 10/20/2024 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | See attachment | N | N | See attachment | 12/15/2023 | 10/20/2024 | See attachment | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: Evidence of Insurance Coverage

**CERTIFICATE HOLDER**

**20132303**
Evidence of Coverage

**CANCELLATION** See Attachments

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

**To whom it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **20132303.**

- Email: PacificeDelivery@lockton.com
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

*The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Insurance Brokers, LLC – Pacific Series**

Wildebeest Topco, LLC Excess Policy's Renewal Information

Primary Insurer: ACE American Insurance Company
Type of Insurance: Technology E&O / Cyber Liability
Policy Number: F16817867 002
Policy Eff Date: 12/15/2023
Policy Exp Date: 10/20/2024
Limit: $5,000,000
Retention: $250,000

2nd Insurer: Fortegra Specialty Insurance Company
Type of Insurance: Excess Technology E&O / Cyber Liability
Policy Number: C-4LPX-250837-CEPMM-2023
Policy Eff Date: 12/15/2023
Policy Exp Date: 10/20/2024
Limit: $5M excess of $5M

3rd Insurer: Canopius US Insurance
Type of Insurance: Excess Technology E&O / Cyber Liability
Policy Number: CYT27220120-01
Policy Eff Date: 12/15/2023
Policy Exp Date: 10/20/2024
Limit: $5M excess of $10M

# Short Term Rental Tracking, Monitoring & Compliance Software

RFP No. 24-10

## City of Lago Vista, TX

August 21, 2024

presented by

RENTALSCAPE

engineered by

deckard technologies

1620 Fifth Ave • Suite 400 • San Diego, CA 92101

**Rob Piskorowski**
Sales Director, Central Region
(586) 215-3934
rob@deckard.com

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# Cover Letter

Tracie Hlavinka – City Manager
City of Lago Vista
5803 Thunderbird Street
Lago Vista, TX 78645

Good day Tracie Hlavinka,

Thank you for the opportunity to propose Deckard Technologies' Short-Term Rental Solution, Rentalscape. Deckard Technologies was founded by Data Scientists that worked on some of the most complex and technologically advanced projects at Qualcomm. From here, Deckard Technologies understood the importance of data mining, security, ease of use, and support at an unmatched level in the industry.

Using our expertise in Artificial Intelligence, Deckard Technologies mines over 10,000 sites in the United States every day for short-term rental activity and listings. From there, Deckard is the only company that uses in-house employees to put live eyes on each listing for property verification. Using this approach, Deckard provides all our customers with the best foundation and the highest number of short-term rentals. This ensures that a level playing field with investors and homeowners is kept and the most amount of revenue is generated for Lago Vista. It's not uncommon for Deckard Technologies to identifiy up to 40% more properties than our competitors, offering a significantly higher level of accuracy in short-term rental identification.

Having an abundance of state and local government experience on the Deckard Technologies team, we understand the challenges faced and how to enhance the capabilities of our customers as efficiently as possible. Deckard Technologies has quickly grown to over 300+ jurisdictions across the country. The following are just a few of the ways that Deckard will deliver the best complete short-term rental solution for Lago Vista and your citizens:

- Shortest onboarding time in the industry
- The most advanced and accurate STR identification and verification process
- Robust and easy to use database with real time compliance status and reporting
- A dedicated account manager providing support to both city staff and short-term rental owner
- STR Registration and HOT Collection Portals

Deckard is rooted in technology to advance the services and performance of our clients. By eliminating manual processes and letting Rentalscape perform for you, city staff can focus on actual job responsibilities and not time absorption activities like data entry.

After thorough review of your solicitation, we are confident that Deckard Technologies will meet and exceed your expectations.

Thank you for the opportunity to introduce Rentalscape. We look forward to presenting our platform.
Sincerely,

Rob Piskorowski

Rob Piskorowski
Director of Sales, Central States
586-215-3934
rob@deckard.com

# Qualifications & Experience

Headquartered in San Diego, California, Deckard Technologies emerged in 2018 to help ensure compliance within the US real estate market for the public sector. Deckard utilizes data science expertise to assist local governments with managing their compliance activity and enforcement, such as short-term rental (STR) properties. Our technology ensures that everyone is held accountable to play by the same set of rules, follow all guidelines and ordinances, and pay their fair share of fees and taxes.

The Deckard Team - See Page 18 - has successfully implemented hundreds of Rentalscape platforms across the U.S. With over 300 clients, our customers range in size from small jurisdictions such as Angelina County, TX to larger jurisdictions such as Galveston, TX; Placer County (Lake Tahoe), CA; Scottsdale, AZ; and Phoenix, AZ. Through our 20 Texas-based clients we have gained valuable experience into local short-term rental regulations and hotel occupancy tax collection.

Deckard employees 87 employees, including administrative (9.5), sales (8.5), technology (14), operations support (44), and client success and engineering (11) across all offices.

With a retention rate of 99%, our success is directly attributed to the vast knowledge and experience of The Team. This "well-oiled machine" works hand-in-hand with our customers to deliver the most accurate data and the highest quality support, helping cities and counties improve compliance and increase tax/fee revenue while preserving the quality of local life.

Rentalscape, by Deckard Technologies, tracks short-term rental activity across the internet every day. While others focus on major sites, Rentalscape continually scans the internet looking for short-term rental listings. To date Rentalscape has identified over **10,000 websites advertising short-term rentals** with new ones being discovered regularly. **A key differentiator, Deckard's Patents, protects our data mining and the analysis of the data collected to generate deep insights. No other company can match our accuracy on identifying short-term rental addresses.**

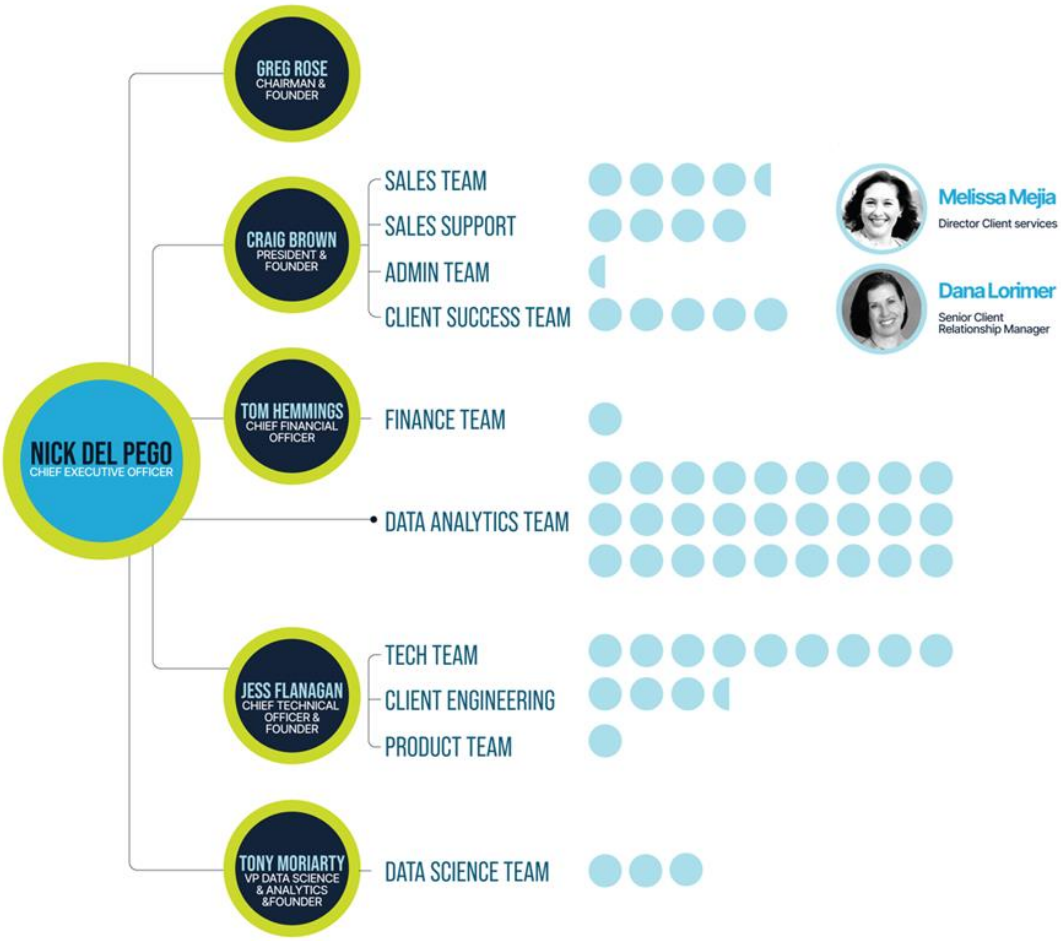
| | PUB.APP.NO. | Title |
|---|---|---|
| 2 Allowed US Patent Applications | 20210103998 | Identifying and validating rental property addresses |
| 3 Pending US Patent Applications | PATENT #11741560<br>Issue Aug 29, 2023 | Detecting and validating improper homeowner exceptions through data mining, natural language processing, and machine learning |

The Rentalscape platform identifies the exact addresses of STR listings within the City limits, enabling accurate display of STR activity within the city and its community districts. Rentalscape groups listings and calculates statistics on a per-property basis. By mapping the exact location of properties, Rentalscape avoids double-counting activity. Knowing the exact locations of STR properties enhances compliance, enforcement, tax collection, and complaint management activities.

**Rentalscape is the only platform that shows upcoming rentals and bookings as they occur within 24 hours of the reservation being made.**

In every jurisdiction where we provide our service, we have increased compliance and improved tax/fee collection. Our process starts with producing the cleanest data possible – ensuring reporting is accurate and compliance levels are carefully monitored. We also regularly consult with City staff to ensure we are always up to date with the latest STR best practices.

## Organizational Chart



# References

We believe that **continuous innovation** is required to face the challenges of today and of tomorrow. We are proud of our achievements and solutions that enable cities and counties to manage short-term rental activities and to ensure local rules and ordinances are enforced for the betterment of local residents.

## The following References are examples of successful partnerships between Deckard Technologies and its clients.

### City of South Padre Island, TX

**Rodrigo Gimenez**
Purchasing CFO

rgimenez@myspi.org
956-761-8130

PRODUCT:
RENTALSCAPE, 24/7 HOTLINE, STR REGISTRATION/PERMIT PORTAL, PUBLIC FACING PORTAL

### City of Galveston, TX

**Bryson Frazier**
Chief Financial Officer

bfrazier@galvestonparkboard.org
409-797-5137

PRODUCT:
RENTALSCAPE, REGISTRATION/PERMIT PORTAL, TAX PORTAL, 24/7 COMPLAINT & ONLINE FORM

### Town of Mount Pleasant, SC

**Jane Yager-Baumrind**
Planning & Development

jyager-baumrind@tompsc.com
843-884-1229

PRODUCT:
RENTALSCAPE, STR REGISTRATION PORTAL

# Implementation, Timeline & Training

Upon Contract signing, Deckard will assign the City of Lago Vista a dedicated Account Manager, who will work with the City to develop "best practices" based on Deckard's experiences with other clients. The account manager will ensure that the implementation process proceeds smoothly and will be the main point of contact for any questions, suggestions, training, or concerns. The Account Manager will also participate in periodic calls with City staff regularly throughout project deployment and then monthly as requested. Since Rentalscape is cloud-based, no hardware or software installation is required.

Most jurisdictions have been up and running with Rentalscape within a couple weeks, with Address Identification complete within four weeks of receiving the permit data. Assuming contract award in early October, we fully expect system deployment, initial address mapping and user training to be complete well before December 2024.

*Figure 1:* ***Rentalscape Timeline***

Feedback we have received from our customers is that our competitors take months to have systems online and address mapping underway. Our automated property identification systems are already running in City enabling us to have your system up and running extremely quickly.

# The Rentalscape STR Identification & Management Process

## At Deckard, we don't just sell software.

Unlike many SaaS (Software as a Service) companies that roll out a solution then "set it and forge it", Deckard partners with 300+ jurisdictions across the US to build a complete short-term rental program tailored to their communities. We also continuously enhance the software with new features and improvements to optimize usability and functionality. In 2024 alone, we have onboarded over 100 new clients in the past six months.

Our goal isn't just to provide software; it's to empower communities to identify all short-term rental activity, ensure operators comply with applicable laws, bring people into compliance, and reduce the workload on your staff. Managing issues such as noise complaints or underpaid taxes is a breeze with Rentalscape by Deckard.

> *Rentalscape is an absolute game-changer - we had 100% more information and that makes my job 1000% easier*

**Jane Yager-Baumrind**
Short-Term Rental Coordinator
TOWN OF MT PLEASANT, SC

# Example of a Recent Successful STR Program

On January 3, 2023, Deckard replaced Avenu Insights as the provider of Short-Term Rental Identification and Management Services for South Padre Island in Texas. Lago Vista, a charming lake community with plenty of nearby attractions, has seen a growing number of short-term rentals, with over 406 active listings last year. While smaller in scale compared to major destinations like South Padre Island, Lago Vista shares a common appeal: both attract visitors seeking water-related activities and natural beauty. The insights and strategies we've developed from working in the larger, more established market of South Padre Island can be effectively applied to enhance and manage the short-term rental market in Lago Vista, helping the City maximize the advantages of a well-regulated short-term rental market.

In the space of 10 business days, we kicked off our program, configured the core Rentalscape system and opened access to staff in South Padre Island, which had over **9,000 STR listings** across more than **3,000 STR properties**. South Padre Island started using Rentalscape on January 18 – that's 15 days after finalizing their contract!

How is this possible? It's because Rentalscape by Deckard is the only platform that tracks short-term rental activity for every town, city, county, and state in the US: not just our customers, but every single jurisdiction in the country. Rentalscape is already configured and live for the the City of Lago Vista – we just need to give you access. Our competitors generally take months to build and configure a system for tracking your Short-Term Rentals, all the while charging you for the service that has yet to be built. With Rentalscape, you get a solution within weeks of contract signing.

Shortly after signing with Deckard, South Padre Island decided to expire all existing licenses and start a new registration program. While this is not common, South Padre Island decided to take this radical step to ensure their registered properties were well managed. Deckard configured South-Padre Island's Short-Term Rental Registration platform to exactly match their ordinance between February and April for a go-live prior to May 1. After identifying over 95% of all short-term rentals on the island and aided by the Rentalscape Outreach Campaign, between May 1 and October 1, we received over 2,300 license applications with over 1,000 being in the first 24 hours of the new system going live.

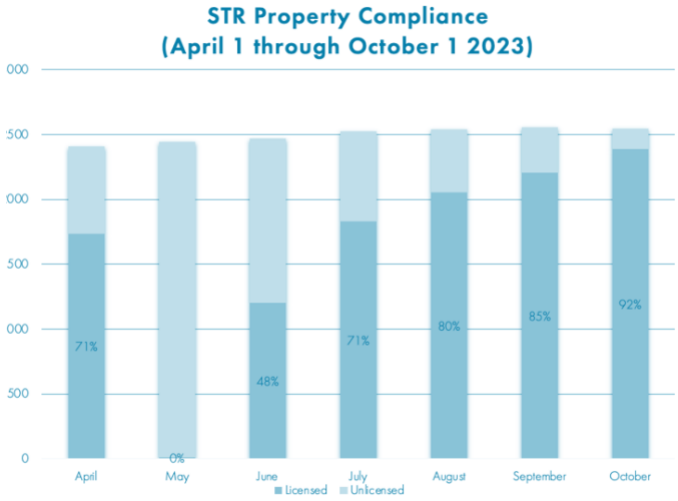



*Figure 2:* ***Compliance in South Padre Island***

After four years with Avenu Insights, South Padre Island had 72% compliance in Short-Term Rental registration in April 2023.

**By October 2023, with the help of Deckard, South Padre Island raised their registered properties by over 600 and increased compliance to over 92%, with further gains still coming.**

## The Ordinance

01

**Step one in a great STR program is having a great ordinance.** Deckard regularly works with the council to develop a great ordinance. The City of Lago Vista has an ordinance in place with the requirements to make it successful.

What makes it great?

- Short-term occupancy permits are required
- Contact information from owners is collected
- Inspections are required as part of the permitting process
- Essential documents are attached as part of the application process

## The Message

02

**Step two** in creating a great STR program is effective **communication**. At Deckard, we often collaborate with councils to help operators understand their responsibilities. It's great to see that the City of Lago Vista is already making strides in this area.

We believe there's even more potential for Lago Vista to shine!

- Have clear information about Short-Term Rental regulations on the City website
- Add an FAQ
- Make available City contact information regarding STR's

Many of our 300+ customers who utilize the Rentalscape Outreach program can enhance their message. Once we have identified all the non-compliant operators, multiple-letter campaigns are incredibly effective in bringing operators into compliance. The key is clearly messaging that you have been tracking their operations, that you have correctly identified their address, and you have tied the identification of the property to an exact Travis County parcel number.

**Deckard ties STR listings to exact parcel numbers and regularly updates owner contact details from county data. Unlike competitor systems, there is no manual work required by City staff to contact non-compliant operators.**

## The Data (Proprietary Information)

03

**Running a successful program is all about excellent data.**
Having data that is complete, accurate, timely and actionable is extremely important.

Deckard is a data company! We store over half a billion real-estate images, and we check for changes in every listing in every city in the world every day. We store tera-bytes of data and add over one billion new data records to our repository every day.

**That's all great – but what does it get you?**
**How does the City of Lago Vista benefit from great data?**

Great data enables great outreach. It enables easing people into compliance but more on compliance below. Deckard's data collection is unlike any other platform in the industry. Where other providers have a fixed set of platforms they mine, at Deckard, we utilize AI systems to scour the web 24/7 looking for new sites containing short-term rental listings.

The Short-Term Rental industry is big. There are thousands of sites, brands, providers, and products and what does it all mean? Below is a sample breakdown of the types of sites, the information available on each type, and why it matters to look everywhere.

## The Big Guys

Airbnb, Expedia, Trip Advisor and Booking.com are the four biggest advertising platforms for US Short-Term Rentals. However, these platforms exist in many guises. Stayz.com.au contains identical information to vrbo.com – both are Expedia sites. Stayz.com.au is just the Australian version. Bookabach.co.nz is another vrbo.com with a different logo – it's the New Zealand version. All three contain the same listings – they just have different logos.

Figure 3 lists the various guises taken by these four platforms. Note that many of these sites no longer exist. Homeaway.com and Canadastays.com now just redirect to VRBO.

**Other solution providers that list all these sites as part of the catalog that they monitor are actually just counting the same thing over and over again, making it seem like they monitor much more than they actually do.**

*Figure 3:* ***Various guises of the four major STR platforms***

# The Medium Guys

There are many smaller platforms that Deckard also monitors. These are primarily specialty advertising platforms such as hipcamp.com that focus on camping sites or bringfido.com that focuses on pet friendly accommodations. The other type of medium STR sites are property management companies such as Vacasa or Evolve.

Rentalscape by Deckard regularly tracks listings on Hipcamp, Bringfido, Holidayrentalsbyowner, Evolve, Vacasa and hundreds of other medium short-term rental sites. These large property management companies operate nationally and regularly list their properties on the major sites as well as their own. **Vacasa advertises around 25 listings in the City of Lago Vista and many of their bookings are taken directly on their platform. Misterbandb has a presence in the City of Lago Vista with 51 listings.**

# The Data Store

**Rentalscape is the only system that mines every short-term rental listing every day!** It is the only system tracking every calendar in every booking every day. It is also the only system that is going to catch last-minute bookings. If you don't monitor every day, it's impossible to catch bookings made at the last minute.

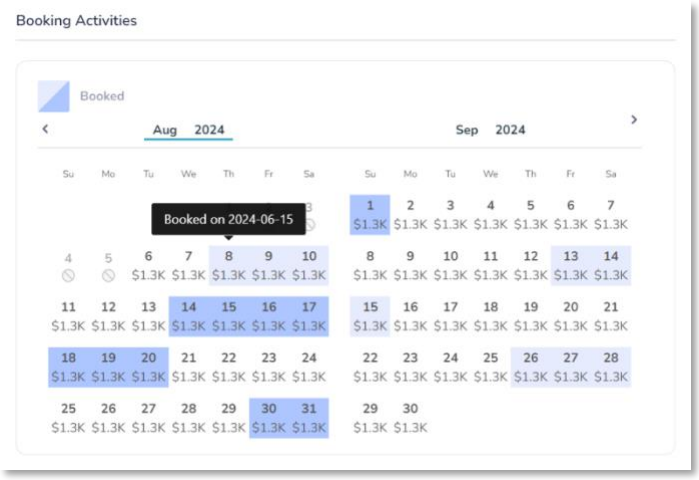



*Figure 4:* ***Rentalscape Calendar***

FutureCast™ tracks bookings as they are made. Rentalscape shows calendars for every property including the rate, the individual bookings and the date booked.

Figure 4 shows the calendar available within Rentalscape for every short-term rental property. The calendar on the left show's bookings in the past and shows future stays. Where two bookings are made back-to-back this is shown in a different color (note change in color on August 14-17). The nightly rate is shown on all bookings plus the date the booking was made. To the left, the booking from August 8 to 10 was taken by the host on June 15, 2024.

The Deckard AI platform consists of thousands of computers running 24/7 mining data and running AI analyzing the results. It contains over half a billion images, almost a billion short-term rental screenshots, and trillions of data records.

**This system is the foundation for raising compliance**. If there is an interior or exterior photo of a property, we likely have it. Deckard houses the single largest real-estate data repository in the world – it's what we use every day to identify properties, track activity and generate the evidence required to ensure almost total compliance in the City of Lago Vista.

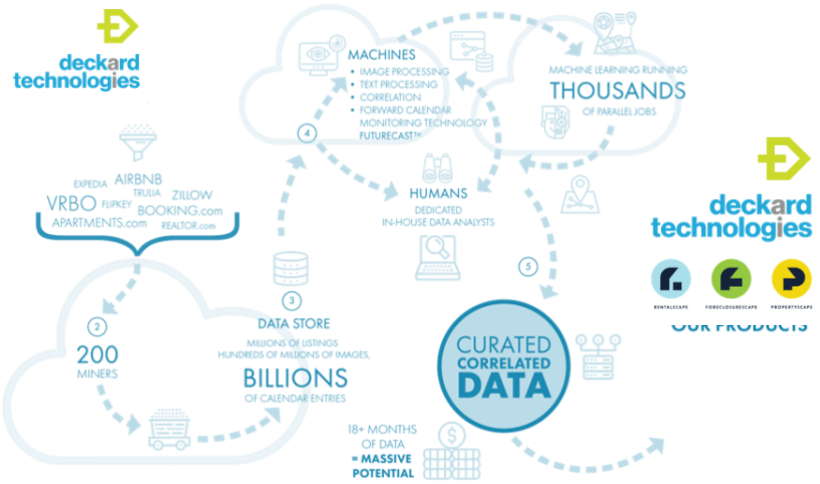



*Figure 5:* ***Deckard AI Platform***

## The Artificial Intelligence (Proprietary Information)

# 04

**Having the only system that mines every short-term rental listing every day is only part of the solution.** Rentalscape finds thousands of new images daily.. Rentalscape mines over a billion new data records daily. This data is many times the size that can be managed by humans. This is why at Deckard we have built a massive machine learning system utilizing extensive image analysis, natural language processing (text analysis) and artificial intelligence to process the data. The result is that we identify new short-term rentals soon after they start advertising. Our massive real-estate data store doesn't just contain short-term rental data. Real-estate sales, long-term rentals, street view data, county property records, property sales information, ownership information are all fed into our artificial intelligence system.

To date our analysts have already matched over 70 short-term rental listings with the exact property addresses within the City limits. We have approximately 336 listings yet to be mapped. Within a couple of weeks of engaging with the City of Lago Vista we expect to have over 95% of listings correctly identified and associated with a Travis County Parcel number.

Figure 6 shows the Rentalscape map for the City of Lago Vista where over **70** properties have already been identified using our artificial intelligence systems.

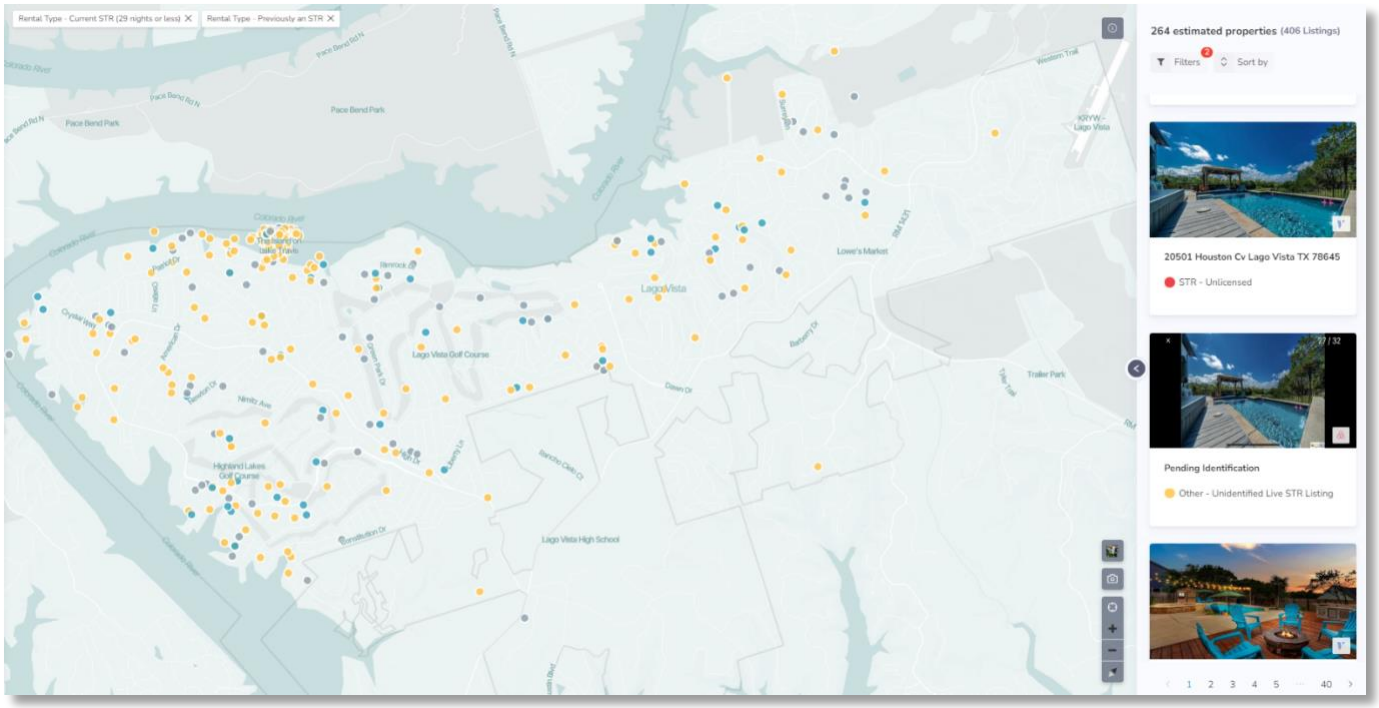



*Figure 6:* ***Rentalscape Map of the the City of Lago Vista***

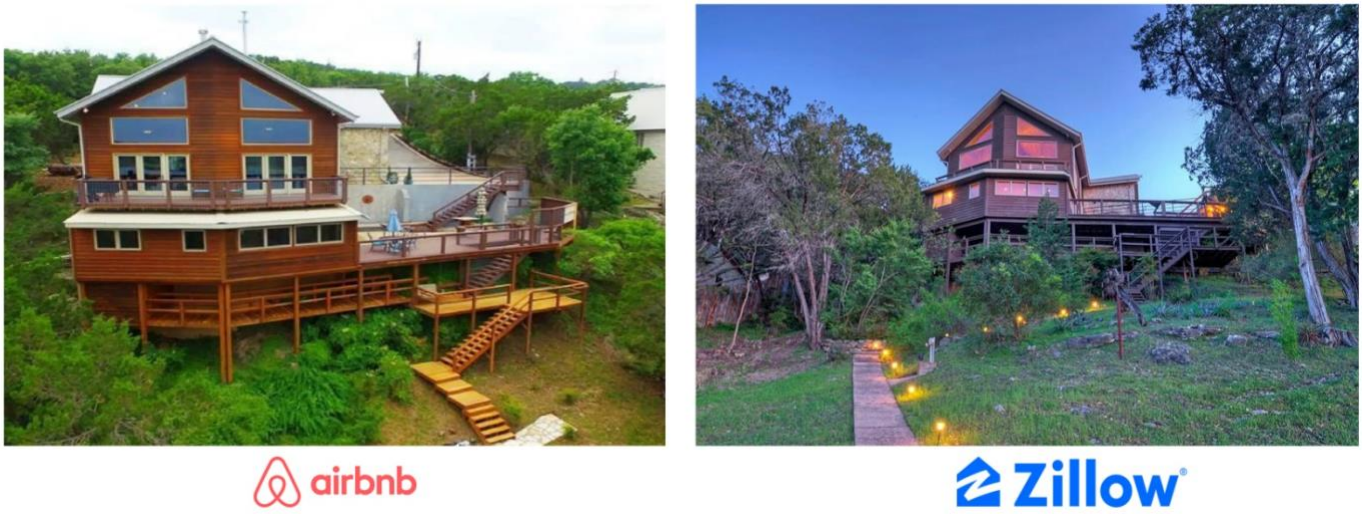



*Figure 7:* ***Image Matching***

How does it all work? The Rentalscape image matching is completely unique in the industry. This multi-tiered system can of course match identical images. The real magic is the ability to match two different images of the same scene whether it be internal or external. As seen in Figure 7 above, the Rentalscape image matching identified two different photos of the same property taken from different angles are in fact the same house. This system is run across every photo of every short-term rental in the City of Lago Vista. Keeping in mind that we have seen over 406 listings within the City limits, the comparison of 406 images to another 406 images results in over 164,000 comparisons in Lago Vista alone. With our extensive real estate and street view data, a powerful

computing platform is essential to manage this workload. Fortunately, Rentalscape's advanced computing infrastructure operates around the clock, 365 days a year, efficiently matching properties to addresses.

Figure 8 shows how Rentalscape matches and Vrbo listing in the Lago Vista to a Zillow listing and most importantly it is also matched to the exact county parcel record.

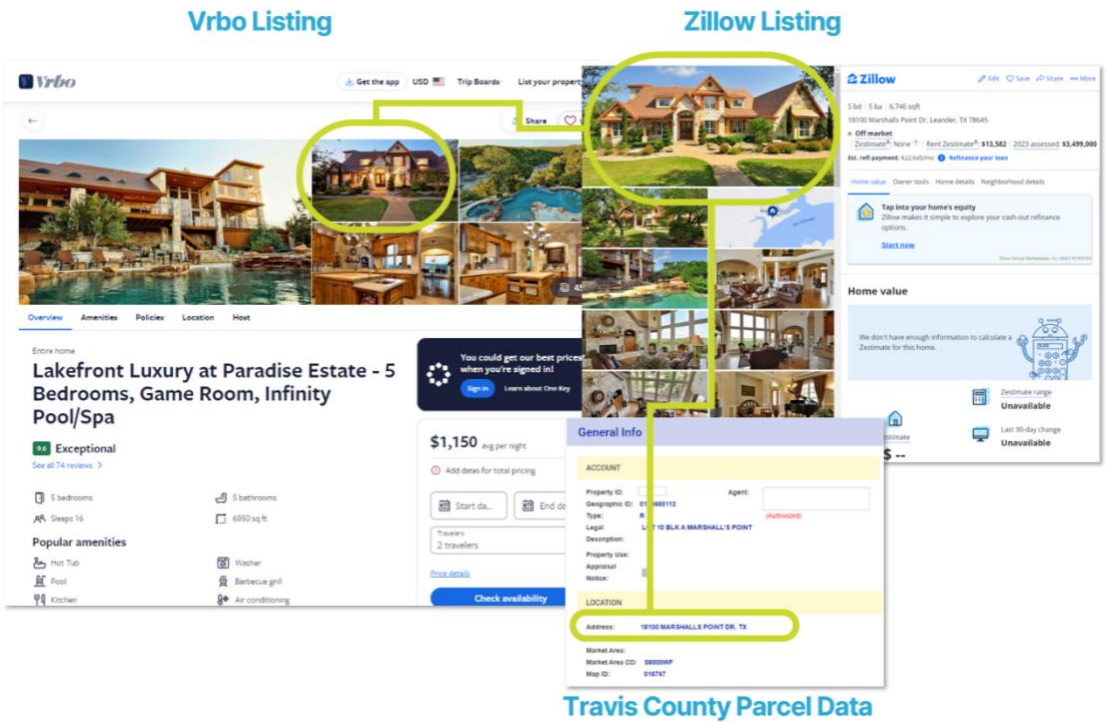



*Figure 8:* ***Zillow Matching***

Supervised Machine Learning requires ground-truth – the more the better. Ground-truth needs to be incredibly accurate and the more the better. This is why **Deckard employs over 50 in-house data analysts that check every AI result and constantly feed the machine learning with more and more ground-truth**. Our analysts have hand-checked over 250,000 short-term rental properties to ensure the accuracy of our data.

No other company pours the investment into address mapping technology and no other company employs the number of full time in-house analysts as Deckard!

When you see the verified flag on Rentalscape, you know an in-house Rentalscape analyst has hand-checked the verification of every aspect of the property – the address, the structure, the license, the owner – everything has been checked.

Rentalscape users love using our systems. Rentalscape uncovers insights that are impossible without it. Rentalscape makes life easy for compliance officers and tax collectors across the company. More than just easy, using Rentalscape makes managing short-term rentals fun.

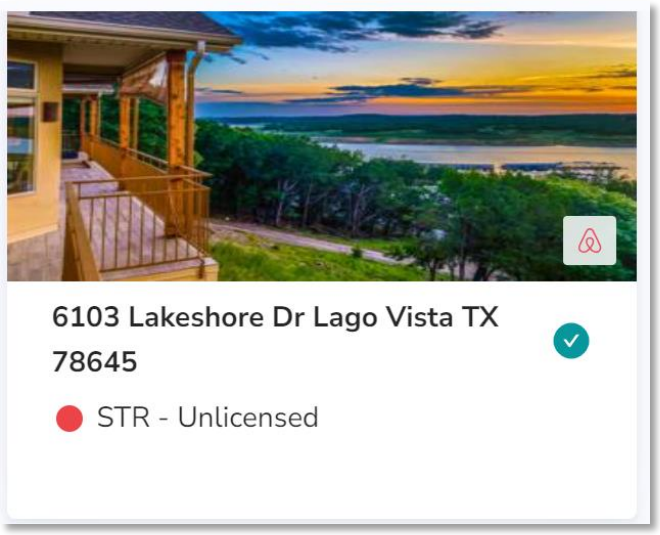



*Figure 9:* ***Rentalscape verified property***

# The Team

05

A successful short-term rental program only works through close and continual collaboration.

**Unlike our competitors, at Deckard you get direct access to all the senior staff.** The executive team often travels to meet our clients, speak at town meetings, and continually incorporates feedback into our products. We are actively looking for improvement in our systems and this is only possible by working directly with our customers.

At Deckard you get the direct cell phone number for your client success representative and for all our executives. We build relationships with our customers and are committed to ensuring success at all levels. At Deckard, you'll never get a call center when calling to discuss an issue, requesting help during enforcement, or when recommending enhancements to our systems.

## Nick Del Pego

**Chief Executive Officer**
EXPERIENCE: **25 YEARS**

Mathematician, U.S. SpecOps veteran, seasoned corporate senior leader and all-around problem solver. Nick's career path has always left him solving difficult problems with finesse and efficiency. He stays actively engaged with our customers and takes pride in providing solutions that meet your needs.

## Craig Brown

**President**
EXPERIENCE: **30 YEARS**

Senior level executive and engineer for three renowned telecommunications and graphics companies. He leads by example and has spent his career leading teams that push the boundaries of what is possible. Craig is always focused on client success, enabling creative solutions that quickly become industry best-practices.

## Jessica Flanagan

**Chief Technical Officer**
EXPERIENCE: **16 YEARS**

Jess is a career software engineer, technical manager, accomplished communicator and public speaker, team mentor, gamer, women-in-tech advocate and former white hat hacker, bringing over 12 years of software engineering experience to the team. Our data engineering team is the backbone of everything we build.

## Tony Moriarty

**VP of Data Science**
EXPERIENCE: **16 YEARS**

Machine Learning & Data Science Lead, Big Data native and software research engineer, and Open Source contributor. Tony and his team elevate what is possible through modern data science techniques and allow us to find more property locations and uncover more sights than anyone else in the market.

## Melissa Mejia

**Director of Client Success**
EXPERIENCE: **20 YEARS**

Melissa, our Director of Client Success, leverages 20+ years in real estate appraisal to drive results. Her strategic client engagement, data-driven decisions, and client-centric leadership have boosted retention and business growth. She believes clients are a business's heart and leads her team to deliver exceptional experiences, exceeding expectations for mutual success.

## Dana Lorimer

**Snr Client Success Manager**
EXPERIENCE: **30 YEARS**

Dana has worked in many industries, ranging from customer service in the Hotel Industry to Financial Compliance. Over the past 8 years Dana's specialty has been working in Financial Compliance, Risk Management and maintenance. Dana has worked with Cities and Counties across the board solving problems and creating processes.

## Rob Piskorowski

**Central Region Director of Sales**
EXPERIENCE: **15 YEARS**

Rob is a detailed-oriented sales professional with over 15 years in SaaS markets. A graduate from Daniels College of Business (MBA '09), Rob enjoys in-depth solutions for his working partners while injecting a bit of humor. In his spare time. Rob lives the active Colorado lifestyle with his wife and son.

## Eric Brandenburg

**Dir Project Management**
EXPERIENCE: **24 YEARS**

Eric Brandenburg is a highly accomplished military leader with extensive experience in program management, cyber warfare, and technical sales engineering. His proven ability to handle complex programs and deep cybersecurity knowledge make him an indispensable asset to elevate your project.

# Scope of Work (Proprietary Information)

## Tracking

The system must be able to identify STR properties currently operating within City of Lago Vista city limits.
Complies – See "The Artificial Intelligence" in Page 14.

Able to identify address, owner/property manager, and contact information of STR properties.
Complies – See "The Artificial Intelligence" in Page 14 and "Property Card" on Page 30.

Able to track booking information including number of occupants, and rental period.
Complies – See "The Artificial Intelligence" in Page 14 and "Property Card" on Page 30.

Ability to track booking pricing.
Complies – See "Property Card" on Page 30 and "The Data Store & Future Cast" on Page 13.

Able to track location on map of STRs within specific area and identify STR hotspots (multiple STRs in localized area) within city limits.
Complies – See Rentalscape map on Page 14.

Track safety inspections.
The Rentalscape Inspection is a web enabled system that allows field agents to make notes/comments or create complaints/tickets (PDF) while conducting and recording health and safety inspections in the field. These actions taken from the field will easily be stored or emailed to the Property Owner and Staff in the City. – See page 39 - Inspections module.

Track registration/permits for STR within city limits.
Complies – The Rentalscape platform tracks STR properties, monitors STR activity, manages STR permits and records information about properties. The information shown in Rentalscape includes permit numbers for each property, as well as the permit number shown in the listing (if required).

Provide monthly estimates of HOT based on rental revenues.
The Rentalscape system is the only solution that scrapes calendar data daily, utilizing advanced algorithms to identify revenue-generating nights with exceptional accuracy. This capability allows Rentalscape to estimate Hotel Occupancy Tax (HOT) based on the nightly rate and the booking date. For more details, please refer to the Future Cast section on page 13. In conjunction with this, the Tax Payment Portal is tailored for each customer to facilitate the collection of taxes from STR operators on a monthly, quarterly, or yearly basis. The portal automatically calculates the tax due based on the City's tax rates, fees, and penalties and can implement amnesty periods for late fees and interest if needed. Additionally, Rentalscape identifies operators who fail to report activity or are suspected of under-reporting revenue. For more detailed information, see the Tax Payment Portal section on Page 35.

Ability to calculate amount due and outstanding balance of HOT for STR revenues.
During deployment, the Deckard team collaborate closely with City staff to configure Rentalscape to precisely calculate the payments required from STR hosts. This configuration considers property characteristics, applicable exemptions, and any penalties for late payments. By integrating payment calculations within the system, rather than relying on operators to determine the amounts due, the system significantly reduce errors and minimize the workload for City staff in verifying and correcting payments. This streamlined approach

simplifies the payment process, thereby enhancing compliance with tax obligations. Rentalscape automatically notifies operators when payments are due or overdue. The system is fully configurable to meet all the City's HOT requirements, including specific tax calculations and compliance monitoring. See Tax Payment Portal – Page35 for detailed information.

## Monitoring

### Must be able to search and identify all online hosting platforms for STRs currently operating within city limits.

Complies – See "The Data" in Page 11.

### Must be able to update data monitoring continuously.

Deckard Technologies conducts data mining on over 10,000 short-term rental (STR) websites worldwide, irrespective of the number of listings on each site. Upon identifying any website with an active listing, even if it's just one, within the City of Lago Vista, the system will address map it and generate compliance analytics accordingly. See "The Data" in Page 11.

### Monitor permit expiration.

The Rentalscape system sends automatic notifications to regarding expiration, renewals and submissions. See the STR Registration & Renewal Portal on Page 32.

### Monitor under- reporting of HOT.

Rentalscape's History viewer is designed to provide the evidence and information needed to support audits and investigations related to underreporting and illegal short term vacation rental operators. It provides details on when and where properties are advertised, the observed calendar activity, their minimum night's stay, consolidates their reviews from major platforms and displays the estimated and reported revenue and associated Hotel occupancy tax. Rentalscape is the only system that offers comprehensive monitoring of under-reporting by scraping calendar data daily. Deckard's advanced algorithms are uniquely capable of distinguishing between revenue-generating nights and blocked-out dates, ensuring precise and accurate tracking of STR activity. No other provider offers this level of detailed, real-time analysis.

## Reporting

### The system will need to have up to date reporting to stakeholders.

All data is submitted and available in real-time, enabling instantaneous report generation as needed by City staff, eliminating the wait for monthly report generation and distribution.

### Include maps and visuals of STR properties utilizing GIS files.

Rentalscape uses GIS files to pinpoint STR properties on interactive maps, enabling visual analysis. The platform is fully configurable to mirror city ordinances, applying diverse regulations based on property location. Daily compliance checks ensure properties adhere to local rules. Cities can directly upload GIS zoning data into Rentalscape for efficient management and enforcement. See Rentalscape map in Page 14.

### Violation reporting and tracking.

Rentalscape notates violations and can be sorted by these violation types and all data is saved in the Rentalscape Activity Reports for viewing at any time by the City Staff. Rentalscape can also be configured for local ordinance rules and regulations and if an ordinance is modified the system can be re-coded to meet the City's new regulations.

## HOT calculations reporting by property.

By tracking all bookings and the revenue collected, Rentalscape is configured to the City tax rate and estimates the tax due to the City. If tax collected by property is available, Rentalscape compares tax collected to estimated tax due.

*Figure 10:* ***Estimated HOT Due***

## Complaint history and multiple offender properties.

As seen below, the Activity Feed Tab provides insight into the happenings of the property. Information may be entered by the user to be shared across all departments. Properties with multiple offenses can be easily filtered and identified within the complaint section of the Rentalscape system

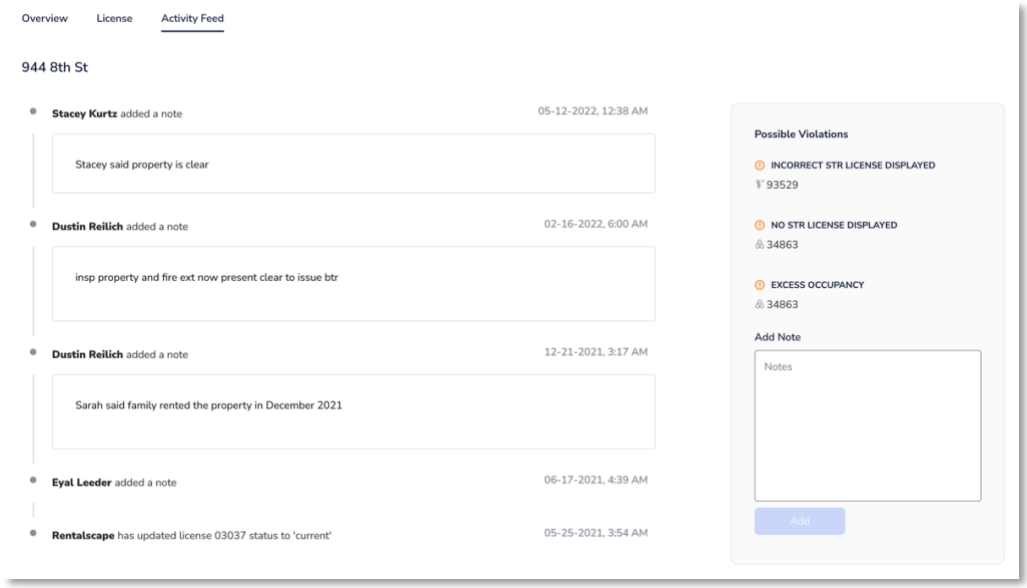



*Figure 11:* ***Rentalscape Property Activity***

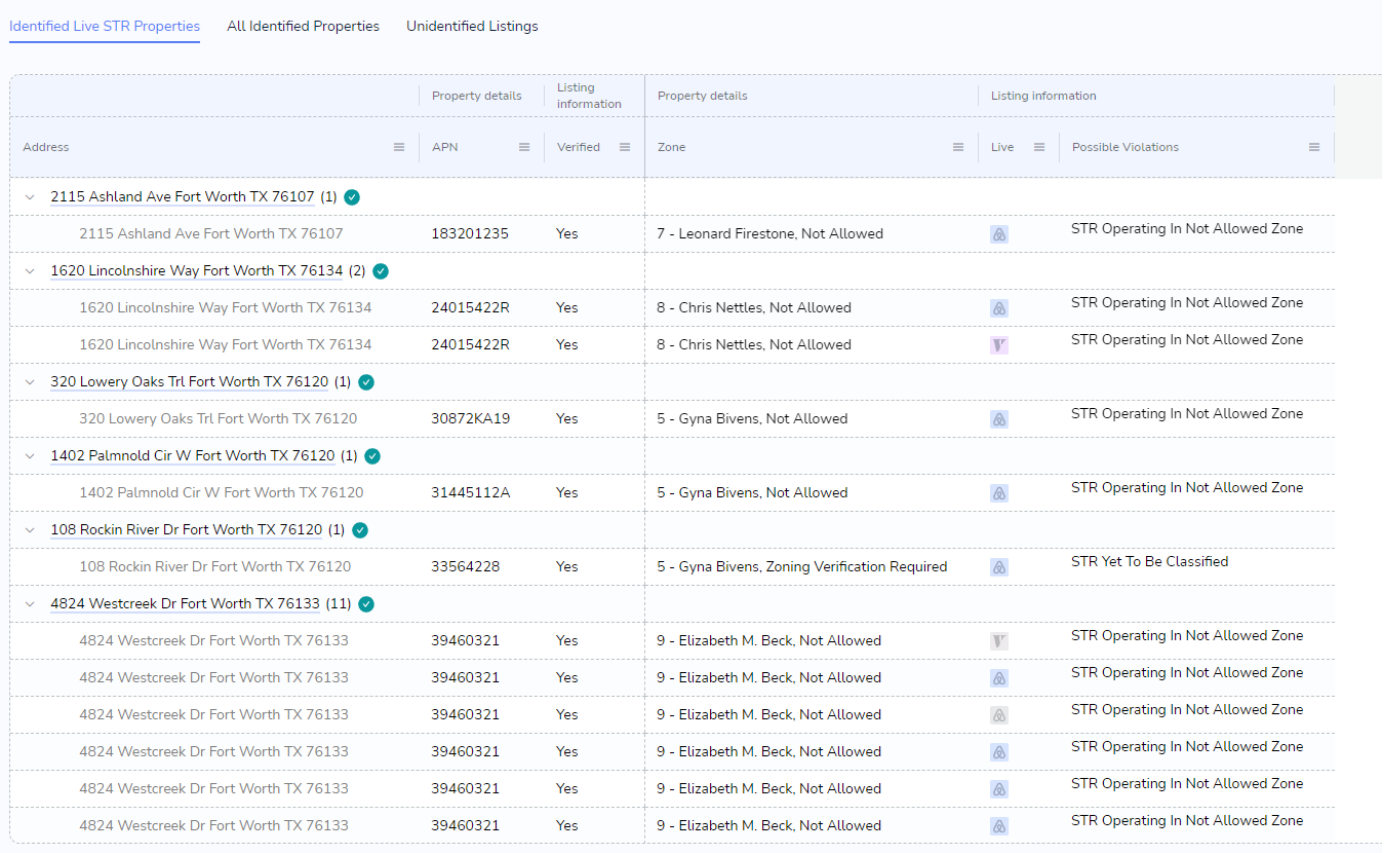
## Hotline for complaints.

Complies – See 24/7 Complaint Line & Online Form in Page 34.

# Compliance

## Violation reporting and tracking.

The Rentalscape platform includes the ability to configure reports and download all results into an easy-to-use format. By filtering on violations, the list view provides all STR properties having violations.



Identified Live STR Properties | All Identified Properties | Unidentified Listings

| | Property details | | Listing information | Property details | | Listing information |
|---|---|---|---|---|---|---|
| Address | APN | | Verified | Zone | Live | Possible Violations |
| 2115 Ashland Ave Fort Worth TX 76107 (1) | | | | | | |
| 2115 Ashland Ave Fort Worth TX 76107 | 183201235 | | Yes | 7 - Leonard Firestone, Not Allowed | | STR Operating In Not Allowed Zone |
| 1620 Lincolnshire Way Fort Worth TX 76134 (2) | | | | | | |
| 1620 Lincolnshire Way Fort Worth TX 76134 | 24015422R | | Yes | 8 - Chris Nettles, Not Allowed | | STR Operating In Not Allowed Zone |
| 1620 Lincolnshire Way Fort Worth TX 76134 | 24015422R | | Yes | 8 - Chris Nettles, Not Allowed | | STR Operating In Not Allowed Zone |
| 320 Lowery Oaks Trl Fort Worth TX 76120 (1) | | | | | | |
| 320 Lowery Oaks Trl Fort Worth TX 76120 | 30872KA19 | | Yes | 5 - Gyna Bivens, Not Allowed | | STR Operating In Not Allowed Zone |
| 1402 Palmnold Cir W Fort Worth TX 76120 (1) | | | | | | |
| 1402 Palmnold Cir W Fort Worth TX 76120 | 31445112A | | Yes | 5 - Gyna Bivens, Not Allowed | | STR Operating In Not Allowed Zone |
| 108 Rockin River Dr Fort Worth TX 76120 (1) | | | | | | |
| 108 Rockin River Dr Fort Worth TX 76120 | 33564228 | | Yes | 5 - Gyna Bivens, Zoning Verification Required | | STR Yet To Be Classified |
| 4824 Westcreek Dr Fort Worth TX 76133 (11) | | | | | | |
| 4824 Westcreek Dr Fort Worth TX 76133 | 39460321 | | Yes | 9 - Elizabeth M. Beck, Not Allowed | | STR Operating In Not Allowed Zone |
| 4824 Westcreek Dr Fort Worth TX 76133 | 39460321 | | Yes | 9 - Elizabeth M. Beck, Not Allowed | | STR Operating In Not Allowed Zone |
| 4824 Westcreek Dr Fort Worth TX 76133 | 39460321 | | Yes | 9 - Elizabeth M. Beck, Not Allowed | | STR Operating In Not Allowed Zone |
| 4824 Westcreek Dr Fort Worth TX 76133 | 39460321 | | Yes | 9 - Elizabeth M. Beck, Not Allowed | | STR Operating In Not Allowed Zone |
| 4824 Westcreek Dr Fort Worth TX 76133 | 39460321 | | Yes | 9 - Elizabeth M. Beck, Not Allowed | | STR Operating In Not Allowed Zone |
| 4824 Westcreek Dr Fort Worth TX 76133 | 39460321 | | Yes | 9 - Elizabeth M. Beck, Not Allowed | | STR Operating In Not Allowed Zone |

*Figure 12:* ***Rentalscape list view for the City of Fort Worth, TX***

## Ability to send alerts to STRs not in compliance.

Complies – See Letter Campaign for STR Hosts Option in Page 37.

## Ability to integrate with code enforcement regarding complaints, and violations.

Deckard works closely with code enforcement to ensure high compliance rates and adherence to all legal requirements. In addition, the 24/7 Complaint Line & Online Form allows for citizens to report concerns, complaints etc. via the 24/7 bi-lingual Hotline and/or submit their own complaint via the Online Form. The complaints are then sent to the appropriate department (Sheriff/Code Enforcement) to be addressed. The Complaints are also recorded into the Rentalscape platform. The city staff will have access to a Client Success Director and Client Success Manager as well as several other employees who will be able to answer staff questions by cell phone or email during normal business hours. More information, see 24/7 Complain Hotline in Page 34. The Rentalscape system extends unlimited users access to the City of Lago Vista.

## Additional Inclusions

Include any additional offering your firm may offer to lessen staff workload.
Complies – See Additional Products on Page 32.

The system should require minimum staff involvement and should be mainly handled by firm and software.
The Rentalscape system is designed to free up your staff's time. It automates key tasks like monitoring, reporting, and compliance notifications, allowing the firm and software to handle most operations with minimal staff involvement.

Include onboarding pricing and yearly pricing.
Complies – See Pricing Proposal in Page 25.

Please breakdown pricing by category.
Complies – See Pricing Proposal in Page 25.

Include referrals from clients.
Complies – See References in Page 6.

1 year term with option to renew yearly
Complies – See Pricing Proposal in Page 25.

# Pricing
# Proposal (Proprietary Information)

Currently, Rentalscape is showing close to **406 live STR listings in the City of Lago Vista.** Based on the number of live STR listings, we estimate there are **220+ short-term rental properties in the City**, advertised on one or more platforms.

Deckard Technologies can provide a comprehensive, all-inclusive system that meets the requirements specified in the RFP. Alternatively, each of our products is available for individual purchase as standalone items, allowing for tailored solutions to meet specific needs.

We only **charge fees on a per property, not per listing, basis.** Since a single property can have multiple listings, we feel it is unfair to charge fees based on listing count. Finally, we do not charge one fee for compliance monitoring and another for rental activity monitoring as, in our view, these are the same service.

## Base Rentalscape Product Pricing

| PROPERTY IDENTIFICATION, COMPLIANCE MONITORING & RENTAL ACTIVITY REPORTING | PRICE |
|---|---|
| • Estimated 220 properties<br>• Identify property address<br>• Identify property owner address<br>• Real-time reporting of all new listings & daily calendar monitoring<br>• 10,000+ Websites monitored Daily, worldwide<br>• FutureCast™ - Identify future bookings as they are made on the rental platform<br>• Automatic identification of violations<br>• See page 28 – The Rentalscape Portal | $6,600 |
| **REPORTING & ANALYSIS** | |
| • On Demand, Dynamic reporting, offering multiple ad hoc reports<br>• Filters allowing users to focus on specific segments of the STR population | INCLUDED |
| **DEDICATED ACCOUNT MANAGER** | |
| • Single Point of Contact for City staff for all matters<br>• Ensures the City is following Industry best practices<br>• Shepherds the implementation process from start to finish<br>• Periodic meetings/calls throughout the life of the account | INCLUDED |
| **UNLIMITED ACCOUNTS & TRAINING SESSIONS** | |
| • No limit on the number of Rentalscape user accounts<br>• No per-session training costs | INCLUDED |
| **Total Year One** | **$6,600** |

NOTE – Pricing valid for 90 days | Renewals will include an annual fee adjustment not to exceed 5% per year

## Optional Products Pricing-Per Year Basis

| | |
|---|---|
| **OUTREACH CAMPAIGN** | |
| • Letter campaign to inform STR owners/hosts about compliance requirements and procedures<br>• All letter templates will receive City approval pre-campaign<br>• Campaign includes one Introductory letter and two additional escalation letters<br>• See page 37 – Letter Campaign | $2,500<br>(OPTIONAL, but HIGHLY recommended for Maximum Compliance) |
| **STR REGISTRATION PORTAL & PERMIT MANAGEMENT** | |
| • Online, intuitive portal for registration and renewal<br>• Fields customizable to meet City needs<br>• Pursue delinquent payments from hosts<br>• Provide daily reports on new and modified permits<br>• See page 32 – Registration Portal | $5,000<br>(OPTIONAL) |
| **TAX PAYMENT PORTAL** | |
| • Easy to use online tax payment portal<br>• Configurable tax, late fee and interest rates on a per-property basis<br>• Provide daily reports on tax payments and remittances to the City<br>• See page 35 – Tax Payment Portal | $5,000<br>(OPTIONAL) |
| **COMPLAINT 24/7 HOTLINE & ONLINE FORM** | |
| • 24/7 US based bi-lingual Call Center with live agents – **Classic** (see Page 34 for Detail Information)<br>• Online complaint form (Complaint Form only $2,000)<br>• See page 34 - 24/7 Complaint Line & Online Form | $3,500<br>(OPTIONAL) |
| **CONSTITUENT PORTAL** | |
| • Public facing portal (Link placed on Jurisdiction's website)<br>• Permit Data and Responsible Party contact info for STR Property (Standard)<br>• See page 38 – STR Constituent Portal | $5,000<br>(OPTIONAL) |
| **INSPECTION MODULE** | |
| • Enables field agents to create notes, comments, complaints, or tickets directly from the field during the inspections (mobile enabled)<br>• Record inspection data, including notes and complaints<br>• E-mail inspection results to property owners and city staff<br>• See page 39 – Inspection Module | $5,000<br>(OPTIONAL) |

# Product Information (Proprietary Information)

## The Rentalscape Portal

The Rentalscape portal is a cloud-based system for City staff to track STR properties, monitor STR activity, manage STR permits and record information about properties. The data in the system is constantly being updated as new properties are discovered and address identified, as new permit applications are made and as permits are expired or revoked.

The Rentalscape portal displays information on all STR listings found within the City **going back at least 12 months.** Deckard uses US Census data to identify City limits and any parcels or listings within the limits are monitored. Rentalscape also tracks properties outside the City until they are accurately identified. On occasion, the STR listing estimated location for a property falls outside the City, but the actual location of the property once address identified is inside the City. Rentalscape displays:

1. Any permitted STR property
2. Any property with a currently live STR listing
3. Any property with historic STR listings
4. Any property with a future or past STR booking (even if the property currently does not have a live listing)

Rentalscape includes the ability to filter the properties displayed (e.g., only permitted properties, or only properties in a specific HOA), and to download all results. All data displayed is available for direct download from Rentalscape.

Figure 13 below shows an example property displayed in Rentalscape. Note that the calendar shows not only booked dates but differentiates separate bookings and shows the nightly rate and the date each booking was made. Also, note that the booking between August 8th and 10th of 2024 was made in June 15, 2024. Information shown in Rentalscape for each property includes:

### Property Characteristics

1. Property address
2. Owner name and mailing address
3. Ownership type (primary residence, secondary/investment property)
4. Property type
5. Number of bedrooms and bathroom at the property, per public records data
6. A map showing the property's location
7. Maximum occupancy per the City of Lago Vista ordinance

### Listing Characteristics

8. Listing URL for each listing associated with each specific property
9. Listing ad ID for each listing associated with each specific property
10. Rental calendar showing current month's activity as well as past twelve months and upcoming three months booking activity (calendars update daily)
11. Rentalscape clearly and easily differentiates between regular bookings and host-blocked dates that are not revenue-generating
12. Host name (when available)
13. Stay limitations (minimum/maximum)
14. Permit/license number if included in the listing
15. Daily Rental rate at time of booking
16. Rental frequency
17. Individual links to all active listing for the property
18. **PDF copy of each listing, as well as a history of all previous versions of the listing,** to identify any possible changes, as well as keep a record in case the listing is taken down by the host. Each image has a date-stamp showing when it was created and is kept indefinitely.
19. Rental type (Whole home, shared home)
20. Bedrooms and bathrooms advertised
21. Maximum occupancy, per listing

### Estimated Sales Tax Based on Rental Activity

22. Occupancy rate
23. Estimated rental income
24. Estimated tax

As seen below (Figure 13), for each property, Rentalscape presents all the available data on the property detail screen, starting with a compliance box highlighting any violations detected. Rentalscape is configured to match the City's ordinance and is capable of flagging violations following the City's exact rules, including but not limited to permit registration and occupancy advertised versus permitted occupancy. Rentalscape looks for bookings less than 30 days when flagging STRs. When bookings longer than 30 days are created, these are correctly categorized as long-term rentals and do not cause a property to be treated as a STR.

Rentalscape actively monitors permit status and STR listings daily, flagging violations as they occur. We have encountered situations where other providers have flagged properties as "no longer listed" or "only performing long-term rentals", that later re-list or take a short-term rental booking and are subsequently missed by these other vendors as violating the City ordinance**. Rentalscape continuously monitors every listing every day** including bookings up to a year in advance. As soon as an unpermitted booking is taken, Rentalscape sets a violation.

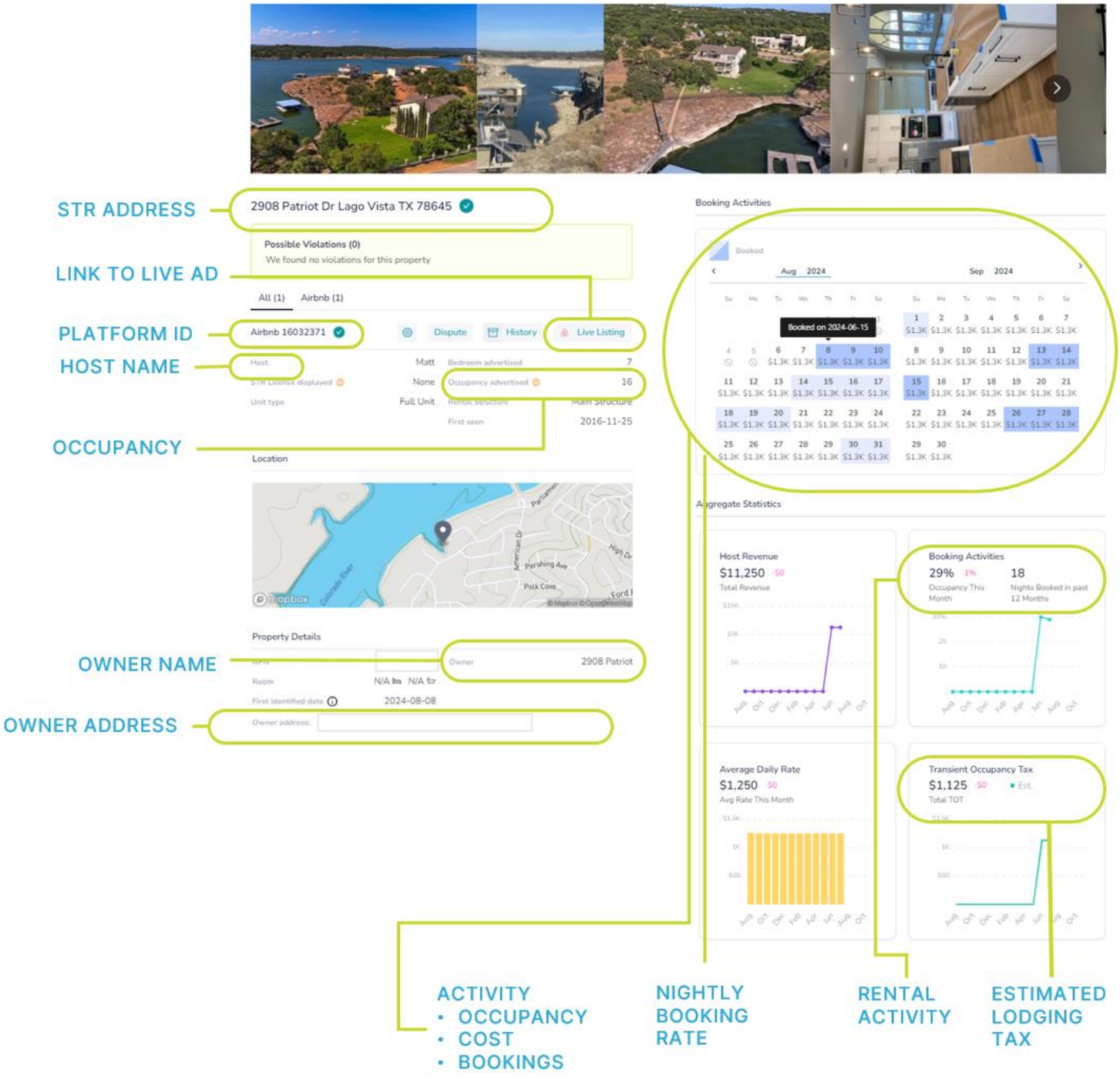



*Figure 13:* ***Rentalscape STR Property Details for 2908 Patriot Dr, Lago Vista, TX 78645***

Rentalscape also includes a Dashboard that provides an overview of all STR activity in the City. This Dashboard includes aggregated revenue, bookings, and property data, and highlights top-earning hosts and owners. See Figure 14, below as an example of the City of Lago Vista Dashboard. Please note that some charts will not be activated until we go live in Lago Vista.

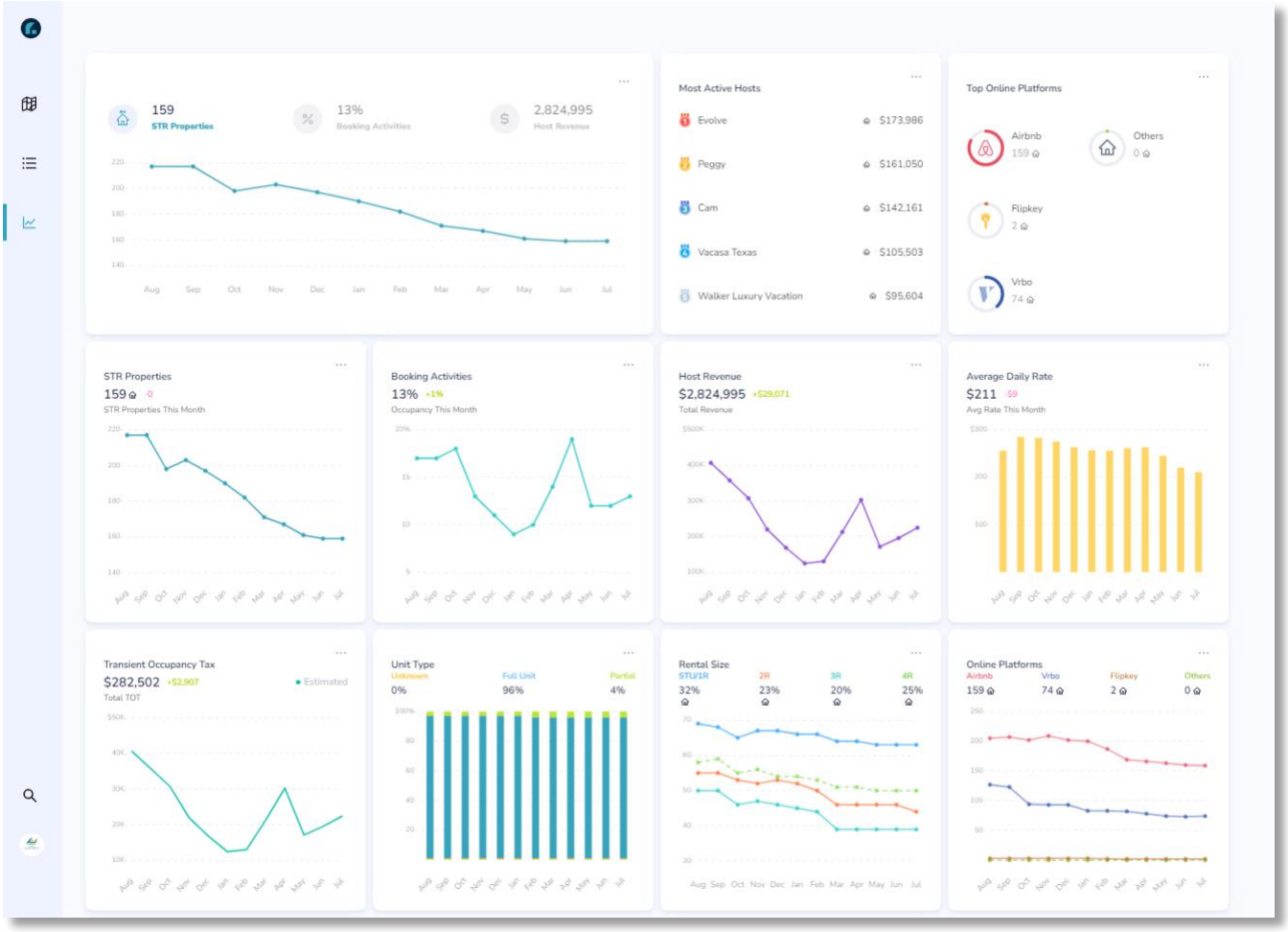



*Figure 14:* ***Rentalscape Lago Vista Dashboard Example***

# Additional Products (Proprietary Information)

## STR Registration & Renewal Portal Option

STR Registration and Renewal Portal – [Web-based and Mobile-enabled Online] is an intuitive, user friendly, and fully configurable STR registration system. This portal allows STR owners/property managers the ability to register their short-term rental property with very little effort. The Portal is designed to work with small single property operators, as well as large property managers with multiple properties.

The STR registration portal syncs all data to the local jurisdiction's Assessor Parcel Number, thereby ensuring that only those properties with Parcels in your community can register, thus eliminating the need of activation codes or support from City/Vendor. However, if assistance is needed, the Deckard Team is always there to provide support to the Property Manager or Property Owner if/when needed.

The STR registration portal also tracks by GIS Shape file to allow specific neighborhoods or residential zones to be included/excluded from the ability to register their property, even noting those properties exempt. The registration system can be configured to accept affidavits of compliance, copies of Insurance coverage, any additional requirements and acknowledgement of the submission of a Hotel Occupancy Tax Registration form to the City, along with any other configuration or affidavit necessitated by the City.

**Case Study:** County of Placer in CA has over 5,000 Short Term Rental Properties with 11,000+ STR Listings associated with those properties. The simplicity of the Rentalscape Registration Portal enabled the Deckard Technologies team on behalf of Placer County to Identify, Conduct Outreach and then Register over 5,000 Properties in under 4 weeks with little need for human interaction.

Configuration of this portal to include the City of Lago Vista branding.

- Adding custom fields such as occupancy rules specific to the City (e.g., occupancy limits, bedroom counts)
- Collection of documents as required for the STR registration process
- STR registration approval portal
- Configurable STR permit pricing and expiration
- Collection of any STR permit fees
- Regular reporting

Rentalscape STR Registration collects permit fees via the Stripe secure payment processing system and allows payment via credit card or ACH bank transfer.

Should the City wish to individually approve each STR permit (some of our clients automatically issue STR permits once payment is received, while others individually approve permits), the **Rentalscape Permit Management** portal allows City staff to view and then approve or reject permit applications. In addition, the portal can be used to suspend or revoke permits when operators are not in good standing.

The **Rentalscape Registration** portal also allows STR operators to update contact details pertaining to their permit for themselves, their property managers, and their local contacts. Rentalscape emails both the applicant and the City for each new application received and every permit approved. Rentalscape also generates a report daily containing the status and details of all permits.

Figure 15 below shows the Placer County Lodging Tax Certificate system showing Placer County specific fields. The Rentalscape staff will work with the City of Lago Vista to configure the registration system as needed.

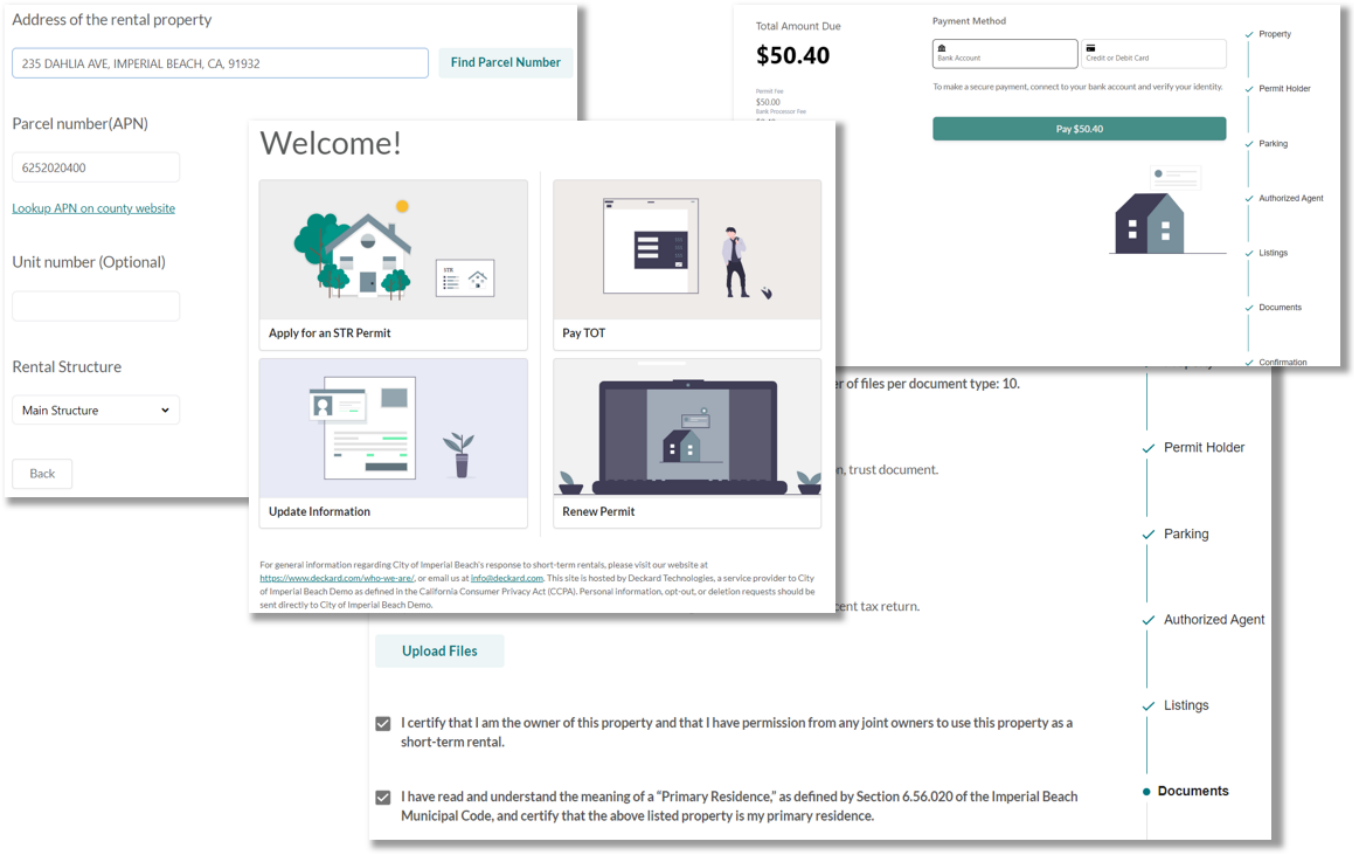



*Figure 15: **Rentalscape STR Registration System***

## 24/7 Complaint Line & Online Form Option

The Rentalscape 24/7 Complaint Line is available for fielding complaints raised by the public related to short-term rentals. The Complaint Line is a 24/7 Live US Based Bilingual Call Taker environment. The Call Taker collects the appropriate information (i.e., address, property owner, type of incident, date of incident, etc.) and contacts the designated City contact and/or emergency contact information for Owner/Host.

Rentalscape Online Complaint Form is also included. Neighbors can report and provide evidence for non-emergency concerns. The Complaint Form is configurable with your logo. All complaints are logged and reported to the appropriate staff/department.

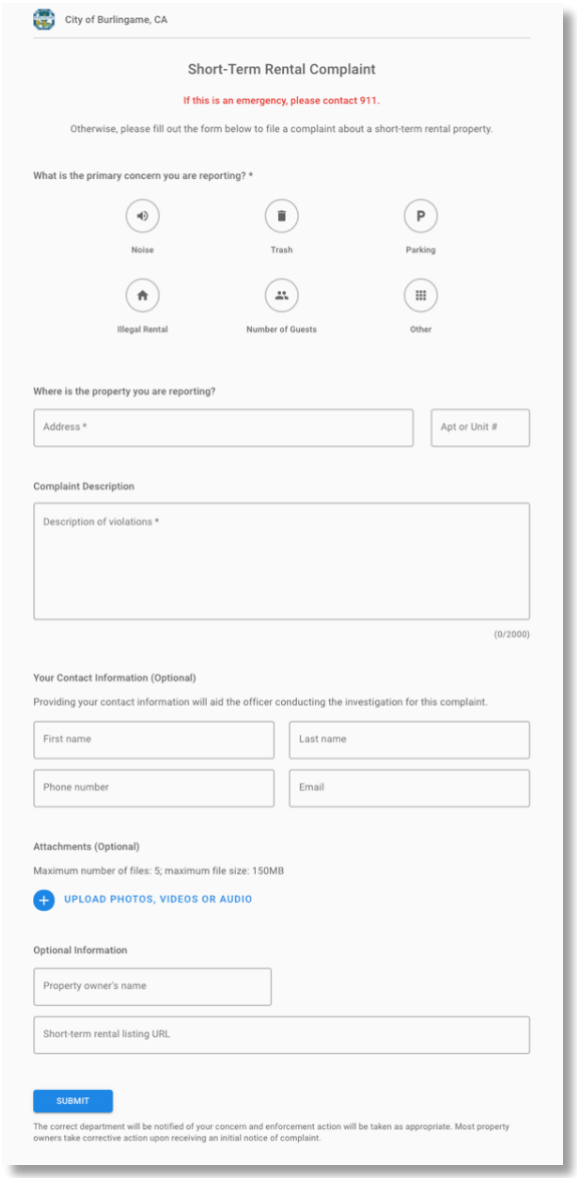



*Figure 16:* ***Rentalscape Online Complaint Form***

Complaint Line services are offered at 3 different levels:

**Basic** - Standard call flow. Information is taken and forwarded to the client. Calls are referred to the appropriate staff without follow up required.

**Classic** - Call Center will contact the local contact when information is available (permitted properties), notify them of the complaint then forward the information to the local city contact.

**Premier** - Premium call flow. Dispatcher will attempt to get a complaint resolution. The local contact can be contacted up to 3 times before referring caller out to appropriate staff.

**Rentalscape Online Complaint Form** is also available. Neighbors can report and provide evidence for non-emergency concerns. The Complaint Form is configurable with your logo. All complaints are logged and reported to the appropriate staff/department.

## Tax Payment Option

The **Tax Payment Portal** can be utilized to collect taxes from STR operators on a monthly, quarterly, or yearly basis. The Rentalscape Tax Payment system collects information regarding the number of nights available for booking, and the number of nights booked.

The Rentalscape Tax Payment system is configurable for each jurisdiction and includes automatic calculation of tax due based on the City's tax rate, automatic calculation of late fees and penalties, and the ability to apply leniency on a per-property basis for late fees should it be required.

The Rentalscape Tax Payment system utilizes Stripe payment processing that allows for payment by credit card or by ACH payments. Payments are directly remitted to the City. Our existing customers have seen an increase in tax payments following the adoption of this system due to the ease of use of the portal. The Rentalscape Tax Payment system generates nightly reports that are delivered to the City allowing for easy reconciliation of transactions. This system reduces the manual work required when processing paper forms.

Figure 17 below shows the Placer County Tax Payment system showing Placer County specific fields. The Rentalscape staff will work with the City of Lago Vista to configure the Tax Payment system as needed.

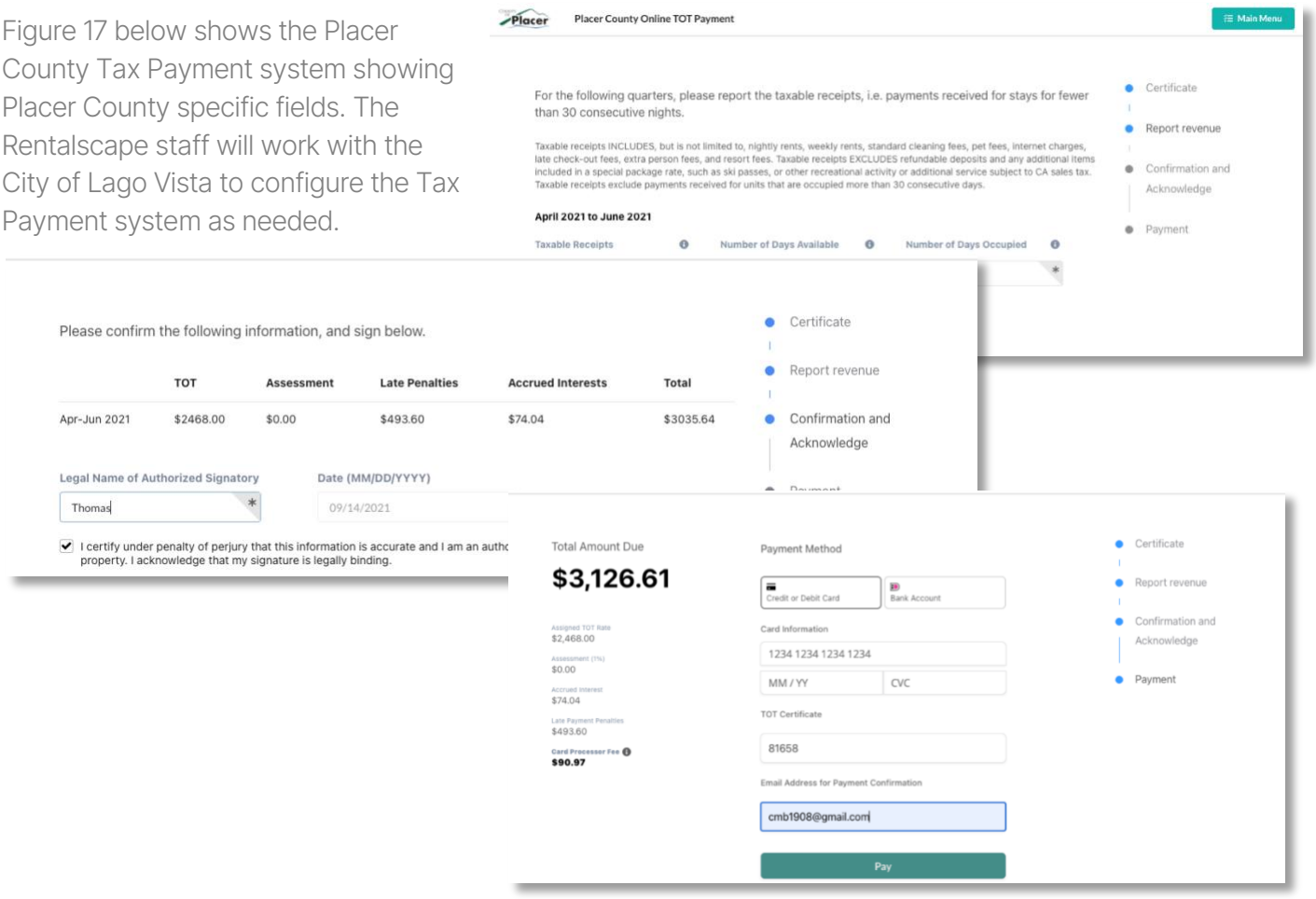



*Figure 17:* ***Rentalscape Lodging Tax Payment System***

## Permit Management Option

The Rentalscape City portal allows City staff to view STR permits and applications, to change the permit status (approve, deny or revoke) and to create notes. The STR permits are automatically associated with any identified STR listings that match the permit address. Rentalscape associates permits with listings using APNs and unit numbers to ensure accuracy.

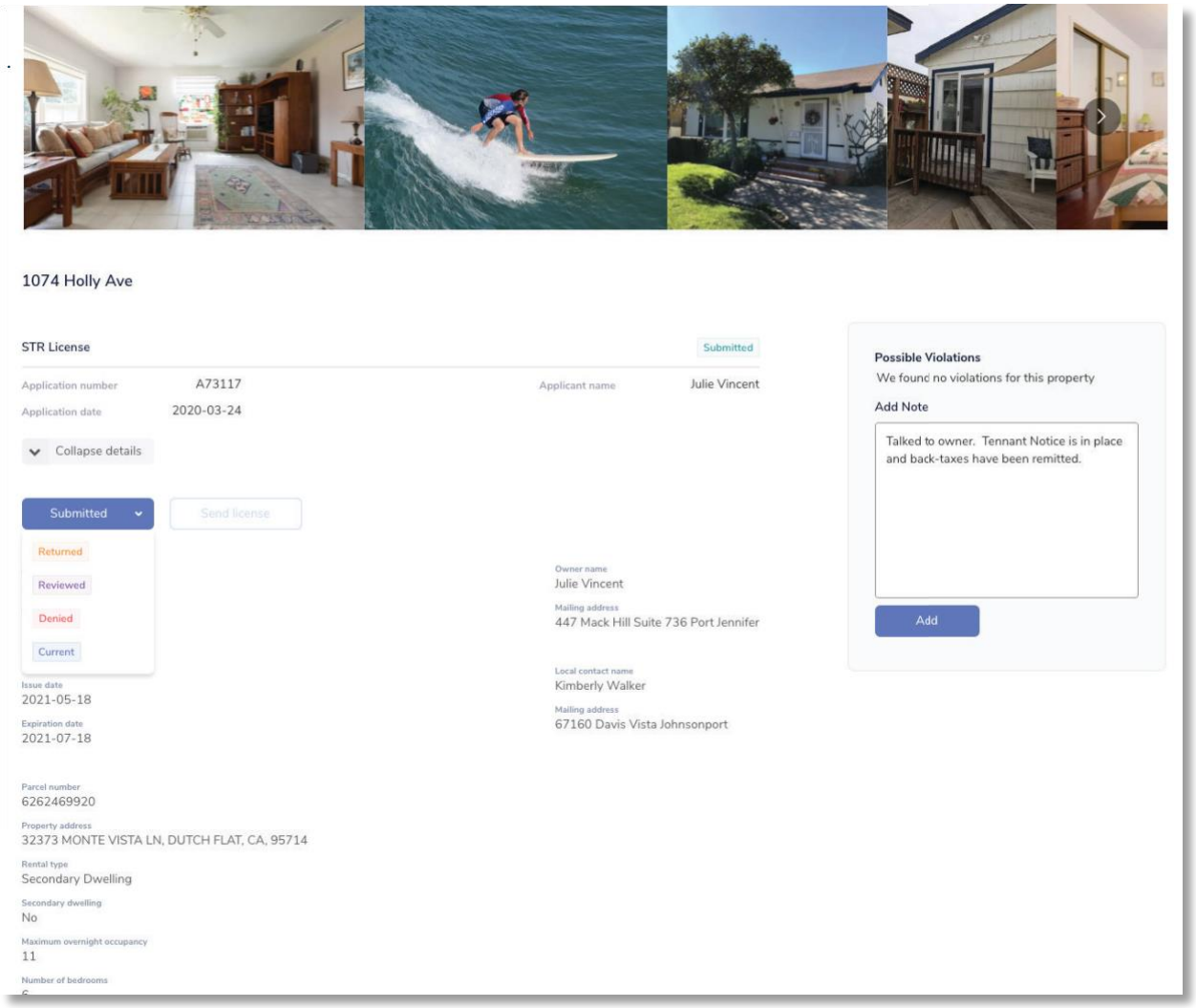
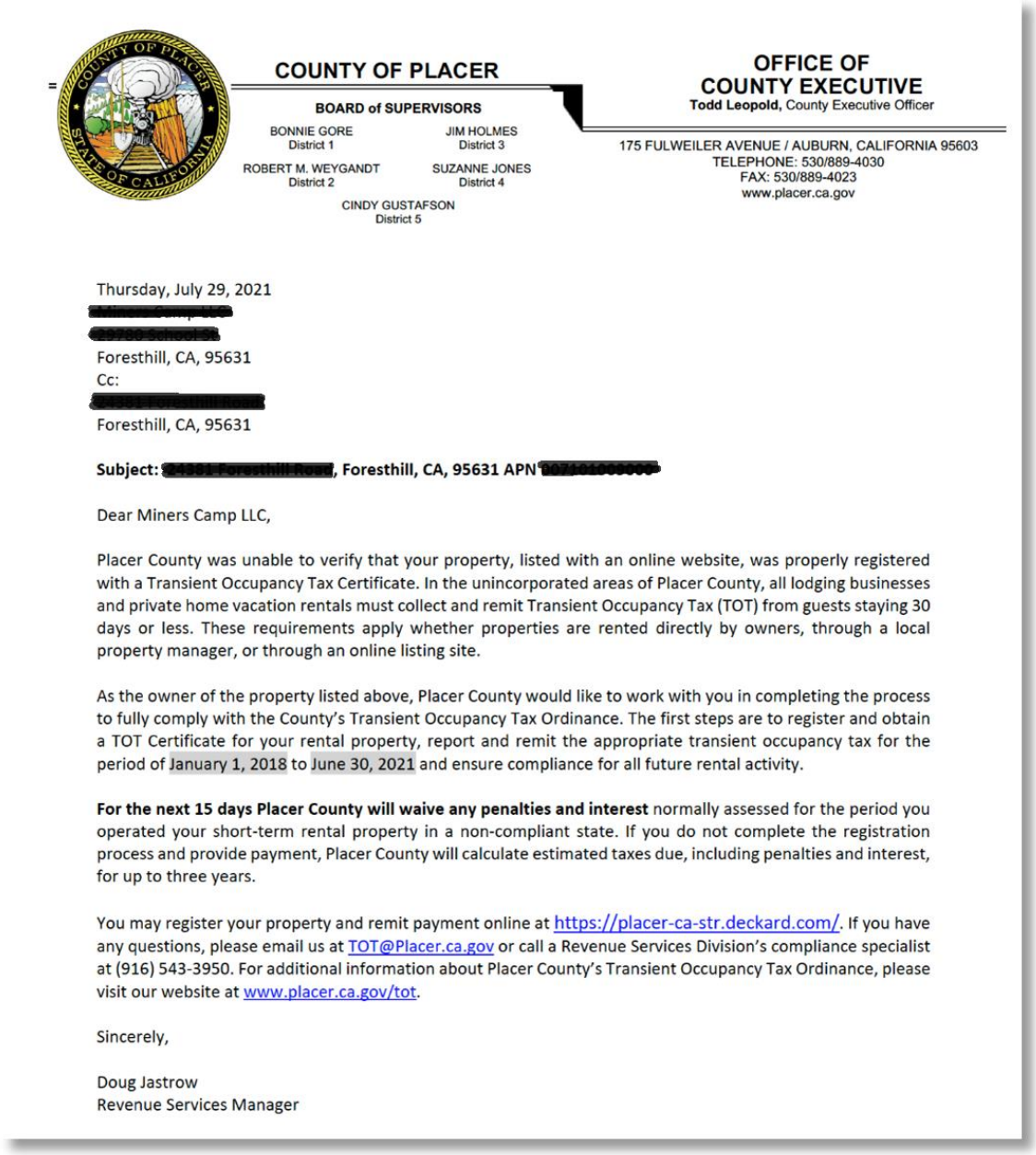



*Figure 18:* ***Rentalscape Permit Details Screen showing notes, permit status and details of all permits***

## Letter Campaign for STR Hosts Option

Rentalscape will create and send letters to all Identified STR hosts, explaining the tax requirements, current rate, and payment process. The letter templates will be approved by the City of Lago Vista staff prior to beginning the mailings.

Rentalscape's targeted letter campaign, timed to generate the best results, has shown great efficacy in cutting the number of unregistered hosts by over 50% within the first six months of a new client engagement. Recently, Placer County in California utilized Rentalscape to identify one property where the taxes due totaled more than $50,000.



COUNTY OF PLACER

BOARD of SUPERVISORS

BONNIE GORE
District 1

JIM HOLMES
District 3

ROBERT M. WEYGANDT
District 2

SUZANNE JONES
District 4

CINDY GUSTAFSON
District 5

OFFICE OF
COUNTY EXECUTIVE
**Todd Leopold**, County Executive Officer

175 FULWEILER AVENUE / AUBURN, CALIFORNIA 95603
TELEPHONE: 530/889-4030
FAX: 530/889-4023
www.placer.ca.gov

Thursday, July 29, 2021
[redacted]
Foresthill, CA, 95631
Cc:
[redacted]
Foresthill, CA, 95631

**Subject: [redacted], Foresthill, CA, 95631 APN [redacted]**

Dear Miners Camp LLC,

Placer County was unable to verify that your property, listed with an online website, was properly registered with a Transient Occupancy Tax Certificate. In the unincorporated areas of Placer County, all lodging businesses and private home vacation rentals must collect and remit Transient Occupancy Tax (TOT) from guests staying 30 days or less. These requirements apply whether properties are rented directly by owners, through a local property manager, or through an online listing site.

As the owner of the property listed above, Placer County would like to work with you in completing the process to fully comply with the County's Transient Occupancy Tax Ordinance. The first steps are to register and obtain a TOT Certificate for your rental property, report and remit the appropriate transient occupancy tax for the period of January 1, 2018 to June 30, 2021 and ensure compliance for all future rental activity.

**For the next 15 days Placer County will waive any penalties and interest** normally assessed for the period you operated your short-term rental property in a non-compliant state. If you do not complete the registration process and provide payment, Placer County will calculate estimated taxes due, including penalties and interest, for up to three years.

You may register your property and remit payment online at https://placer-ca-str.deckard.com/. If you have any questions, please email us at TOT@Placer.ca.gov or call a Revenue Services Division's compliance specialist at (916) 543-3950. For additional information about Placer County's Transient Occupancy Tax Ordinance, please visit our website at www.placer.ca.gov/tot.

Sincerely,

Doug Jastrow
Revenue Services Manager

*Figure 19:* ***Rentalscape Placer County Complaint Letter***

## STR Constituent Portal Option

The Rentalscape STR constituent portal is an interactive public online map for publication of all registered short-term rentals within the City. The exact information on the map can be configured to meet the City's needs and includes information such as the property owner and emergency contact information. The portal is branded with the City's information and can include links to systems such as the short-term rental registration system.

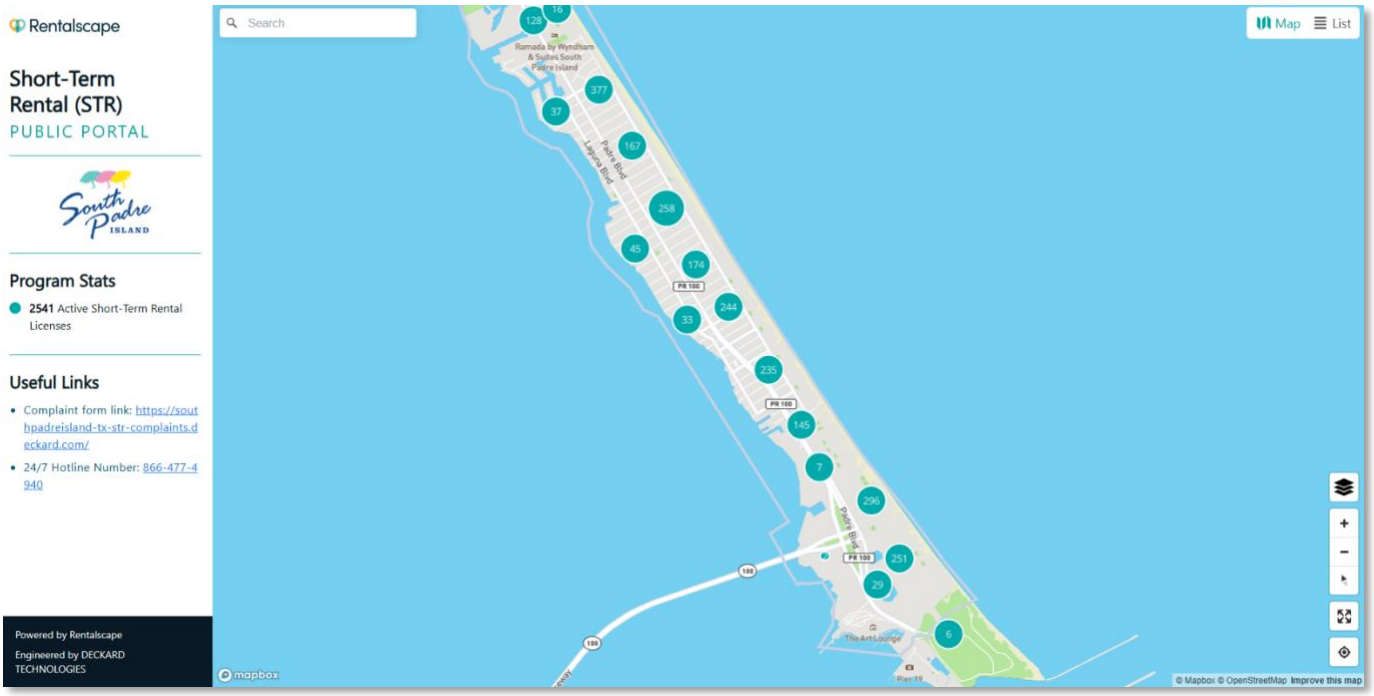



*Figure 20:* ***Rentalscape STR Constituent Portal***

## Rentalscape Inspection Module Option

The Rentalscape Inspection Module is an integral part of our comprehensive solution for managing short-term rental markets. This module is designed to streamline the inspection process, making it more efficient and effective for field agents and city staff alike. It is a web-enabled system that allows agents to conduct and record health and safety inspections directly in the field. With mobile capability, agents can make notes, comments, and even create complaints or tickets (in PDF format) on-site.

This module not only enhances the efficiency of inspections but also improves communication between code enforcement and short-term rental owners. Actions taken in the field can be easily stored or sent via email to both property owners and city staff, ensuring that everyone involved is informed of any necessary changes before the property can be approved. By linking seamlessly with the greater Rentalscape system, this module helps maintain a cohesive and organized approach to managing the City's short-term rental market.

The Rentalscape Inspection Module is user-friendly and designed to support the specific needs of municipalities. It fosters a proactive approach to code compliance, allowing issues to be addressed promptly and thoroughly. This add-on module ensures that short-term rental properties are maintained to the highest standards, ultimately contributing to a safer and more well-regulated market.

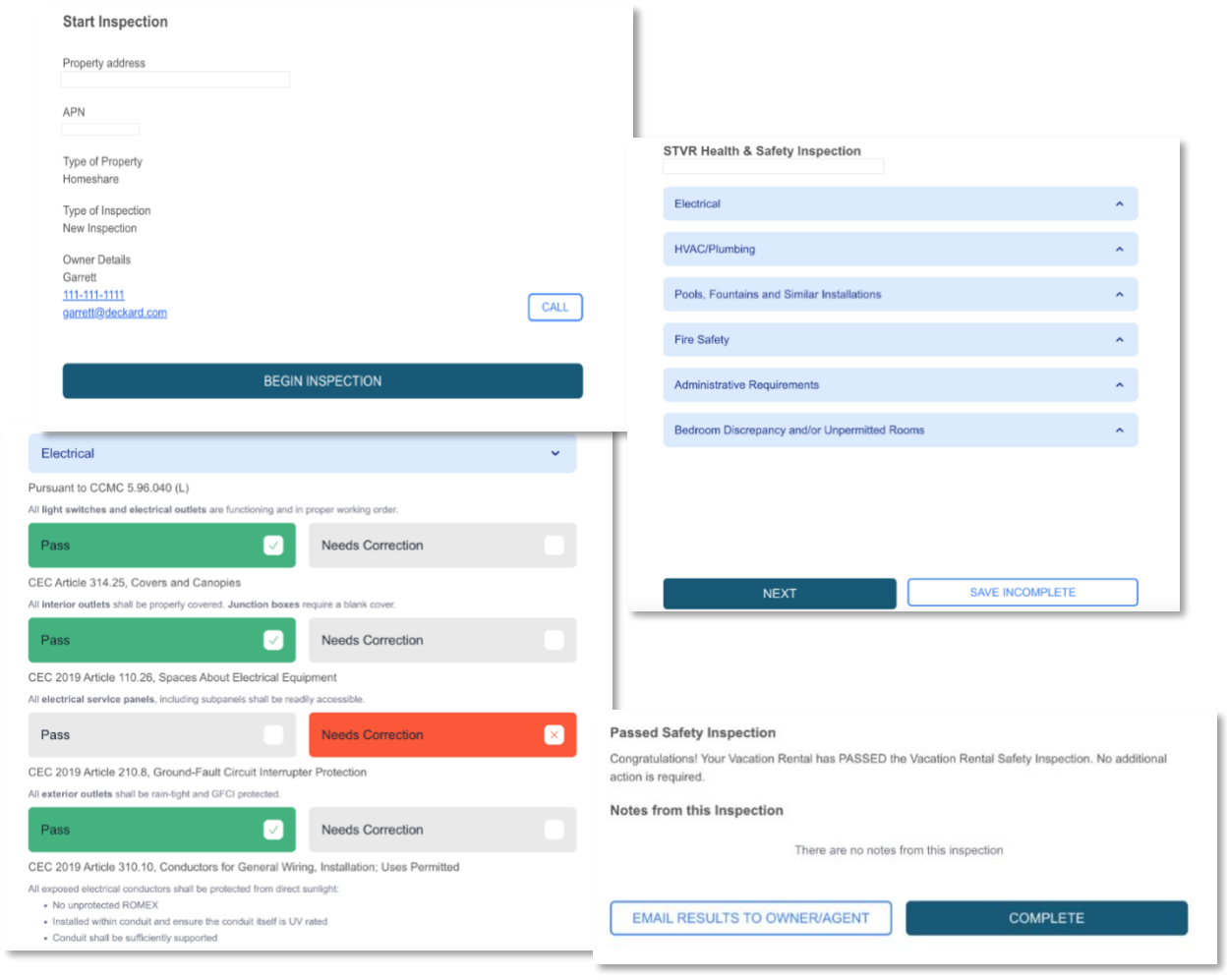



*Figure 21:* ***Rentalscape Inspection Module***

AVENU
INSIGHTS & ANALYTICS

# CITY OF LAGO VISTA, TX

PROPOSAL FOR

## Short Term Rental Tracking, Monitoring & Compliance Software

RFP #24-10

August 21, 2024

Submitted By:

Avenu Insights & Analytics, LLC
5860 Trinity Parkway, Suite 120
Centreville, VA 20120
Attn: Brandi Sanner, Account Executive
985-335-7570
proposals@AVENUINSIGHTS.COM
www.avenuinsights.com

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# 1 COVER LETTER

August 21, 2024

Eric De La Cruz
City of Lago Vista
5803 Thunderbird Street
Lago Vista, Texas 78645

Dear Eric,

Avenu Insights and Analytics is pleased to submit this proposal in response to the RFP for Short Term Rental Tracking, Monitoring & Compliance Software. Our team at Avenu has carefully reviewed the requirements outlined in the RFP and we are confident in our ability to provide a comprehensive solution that meets your needs and exceeds your expectations.

Avenu Insights and Analytics is pleased to submit this proposal for short term rental compliance services.

Our solution includes a state-of-the-art reporting platform along with the following services:

- **Monitoring** 100+ Websites Multiple Times A Week
- **Identification** Exact Property Address and Owner/Operator Details
- **Reporting** Access To The Most Comprehensive STR Reporting Portal In The World
- **Print Mail** 2 Configurable Printed and Stamped Letters Per STR Property
- **Registration** Fully Configurable Short Term Rental Permitting Portal
- **24/7 Hotline** Fully Customizable Short Term Rental Complaint Line
- **Tax Portal** Fully Configurable Short Term Rental Tax Remittance Portal

For over 45 years, Avenu Insights and Analytics has been a steadfast supporter of over 3000 local governments, either through partnerships or full department administration aimed at facilitating revenue enhancement, tax management, auditing, and a wide array of additional services. For the last six consecutive years, Avenu has been acknowledged as a GovTech 100 Company, symbolizing its position among the top 100 companies dedicated to effecting change and providing services to state and local government agencies across the United States.

Avenu stands out as more than just your typical short-term rental compliance vendor. Some highlights about Avenu's history include:

- **Firmly Established throughout Texas**. We know Texas. We currently provide services to over 550 Texas public agencies. We have strategic office locations in Dallas and Houston, available for on-site meetings to touch base. For our 5 reference clients, we have helped **collect or recover over $155 million in HOT funds.**
- **Four Decades of Experience**. For over 40 years, Avenu has been an industry leader in the field of Business Tax and Permit Administration, Discovery and Recovery, and Auditing services.
- **Proven Results**. Avenu administers over $2 billion of General Fund revenue each year nationwide
- **Unmatched Accuracy:** Our commitment to accuracy is unwavering, as we guarantee 95% accuracy for house identifications and 75% accuracy for condo identifications, backed by a partial-money back guarantee.

We've established a competitive and transparent pricing framework that harmonizes with your budgetary requirements. Our pricing model is structured on a per-property basis, as detailed in the pricing section below. With our diverse bundles, any local government can rely on Avenu to meet their short-term rental compliance requirements.

We are eager to discuss this proposal further, address any questions or concerns, and work collaboratively to ensure your objectives are met. Please feel free to contact Brandi Sanner by email at brandi.sanner@avenuinsights.com or by phone at 985-335-7570.

We are confident that Avenu is the ideal partner for supporting your short-term rental compliance needs and we look forward to the possibility of working together.

Thank you for considering our proposal.

Paul Colangelo
Chief Executive Officer
Avenu Insights & Analytics, LLC

# 2 PROVIDE ACCESSIBILITY AND RESPONSIVENESS

## 2.1 CUSTOMER SERVICE STANDARDS

**Avenu** has developed a set of minimum standards, defined below (modify list below accordingly), which we must meet or exceed, in order to be in good standing.

1. The System solution will be available 24 hours per day, 7 days per week and will be measured on a monthly basis. Target 100%, Minimum 98% shall exclude all approved maintenance downtime.
2. The monthly reports shall be submitted by the tenth calendar day of each month.
3. Avenu shall provide a helpdesk function with a toll-free line for City staff during normal business hours 8:00 – 5:00 Monday through Friday excluding Texas holidays.

## 2.2 ADDRESS IDENTIFICATION STANDARDS

Avenu is pleased to commit to the following Service Levels of accuracy performing address identifications

- Avenu guarantees at least 95% accuracy for identification of STR address and owner/operator for a House, Villa, or Single-family dwelling offered on STR platforms
- Avenu guarantees at least 75% accuracy for identification of STR address and owner/operator for an Apartment, Condo, or unit of Multi-family dwelling offered on STR platforms
- Avenu does not guarantee accuracy for Boat, RV, Treehouse, Camper, Tent or other exotic dwelling offered on STR platforms

# 3 REFERENCES

Below please find a list of satisfied customers, all within Texas, that use Avenu STR, **including over $155 million in HOT funds** collected or recovered on behalf of our below 5 reference clients.

| Customer | Service Description |
|---|---|
| **City of San Antonio**<br>Troy Elliott<br>Director of Finance<br>Phone: (210) 207-7278<br>Email: troy.elliott@sanantonio.gov | • Competitively awarded contract in December 2022 for Compliance 360<br>• Actively monitoring over 11,000 STR listings with 98.5% Active Listings Identified<br>• Fully identified 7,500 properties including 5,000 not identified by prior STRC vendor<br>• **$115,570,937 in Hotel Occupancy Taxes** collected so far |
| **City of El Paso**<br>Edmundo Calderon<br>Chief Internal Auditor<br>Phone: 915-212-1365<br>E-Mail: calderones@elpasotexas.gov | • Since 2019, Avenu has provided the City of El Paso with Hotel Occupancy Tax Auditing services and has **recovered $539,187 in HOT** revenue for the City |
| **City of Waco**<br>Jacob Petillo<br>Financial Supervisor<br>Phone: (254)750-5820<br>Email: jpetillo@wacotx.gov | • Providing HOT administration and STR compliance 360 service since 2023<br>• **$39,354,495 of HOT** collected for the City |
| **City of Killeen**<br>Judith Tangalin<br>Finance Director<br>Phone: (254) 501-7743<br>Email: jtangalin@killeentexas.gov | • Provided HOT audit to the City since 2016, and STR compliance since 2023<br>• Actively monitored over 627 STR listings<br>• Performed HOT audit on 10 hotels and recovered **$262,729 of HOT for the City** |
| **City of Desoto**<br>Tracy Cormier<br>Finance Director<br>Phone: (972) 230-9678<br>Email: tcormier@desototexas.gov | • Provided HOT auditing since 2020, and STR compliance services since 2022<br>• **Generated over $275,000 in HOT findings** |

# 4 SCOPE OF WORK

## 4.1 COMPLIANCE MATRIX

Please find below how Avenu Insights meets or exceeds the requirements in the Scope of Work.

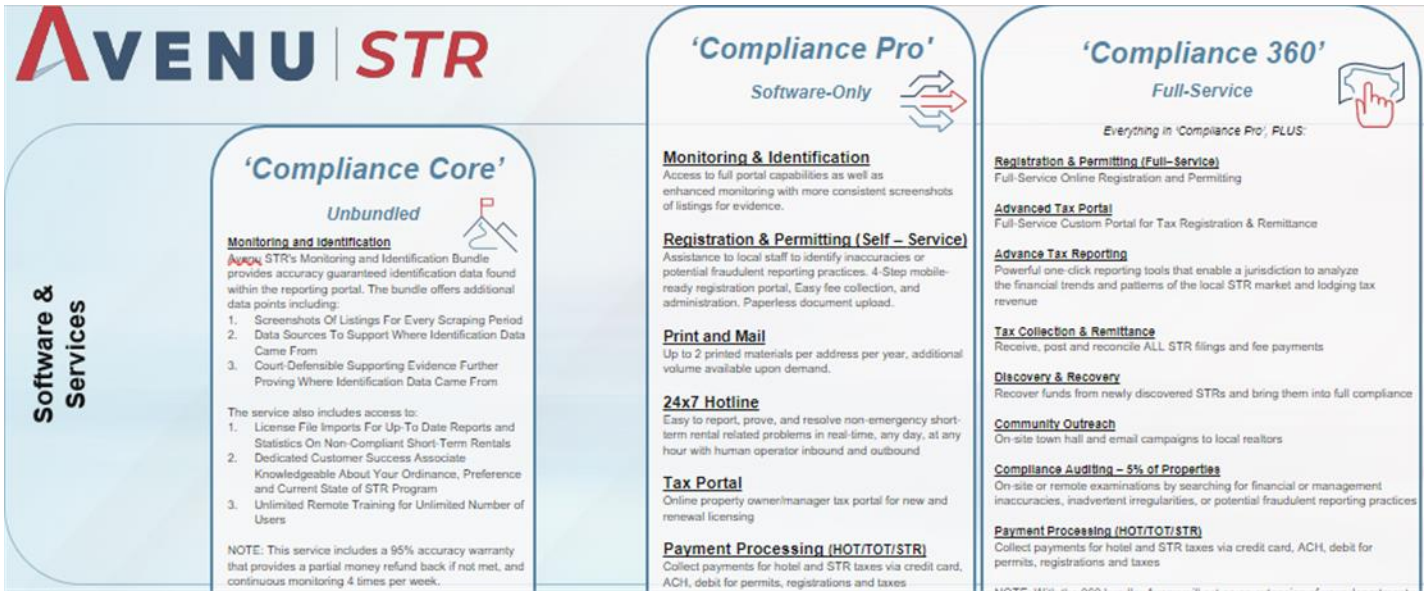
| # | Requirement | Comply ? (Y/N) | Notes |
|---|---|---|---|
| **Tracking** | | | |
| 1 | The system must be able to identify STR properties currently operating within City of Lago Vista city limits. | ✓**YES** | |
| 2 | Able to identify address, owner/property manager, and contact information of STR properties. | ✓**YES** | Guaranteed 95% accuracy on houses, and 75% on condos |
| 3 | Able to track booking information including number of occupants, and rental period. | ✓**YES** | Data disclosed in guest reviews is trackable. Vendor has no ability to distinguish guest stays from non-revenue stays |
| 4 | Ability to track booking pricing. | ✓**YES** | Nightly rates advertised online are archived |
| 5 | Able to track location on map of STRs within specific area and identify STR hotspots (multiple STRs in localized area) within city limits. | ✓**YES** | |
| 6 | Track safety inspections. | ✓**YES** | See Section 4.8.1 for more details on our field enforcement module |
| 7 | Track registration/permits for STR within city limits. | ✓**YES** | Please see Section 4.8 for Registration portal |
| 8 | Provide monthly estimates of HOT based on rental revenues. | ✓**YES** | |
| 9 | Ability to calculate amount due and outstanding balance of HOT for STR revenues. | ✓**YES** | Please see Section 4.11 for Tax collection system |
| **Monitoring** | | | |
| 1 | Must be able to search and identify all online hosting platforms for STRs currently operating within city limits. | ✓**YES** | Monitoring 80 different STR websites, and 20 long term rental websites |
| 2 | Must be able to update data monitoring continuously. | ✓**YES** | |
| 3 | Monitor permit expiration. | ✓**YES** | Automated reminders emailed to registrants at configurable cadences |
| 4 | Monitor under- reporting of HOT. | ✓**YES** | At Pro level, Staff can visually compare revenue estimates to actuals<br><br>At 360 level, Avenu staff can perform those duties if granted access to taxpayer data |
| **Reporting** | | | |

| # | Requirement | Comply ? (Y/N) | Notes |
|---|---|---|---|
| 1 | The system will need to have up to date reporting to stakeholders. | ✓YES | |
| 2 | Include maps and visuals of STR properties utilizing GIS files. | ✓YES | |
| 3 | Violation reporting and tracking. | ✓YES | |
| 4 | HOT calculations reporting by property. | ✓YES | |
| **Compliance** | | | |
| 1 | Violation reporting and tracking. | ✓YES | |
| 2 | Ability to send alerts to STRs not in compliance. | ✓YES | Pro package includes up to 2 letters per non-compliant STR per year |
| 3 | Ability to integrate with code enforcement regarding complaints, and violations. | ✓YES | Import to Compliance Activity page via CSV<br><br>Export to CSV file for lightweight integration |
| **Additional Inclusions** | | | |
| 1 | Include any additional offering your firm may offer to lessen staff workload. | ✓YES | Compliance 360 is our full-service suite where one trusted partner, Avenu, can handle all aspects. More details in Section 4.12 |
| 2 | The system should require minimum staff involvement and should be mainly handled by firm and software. | ✓YES | |
| 3 | Include onboarding pricing and yearly pricing. | ✓YES | |
| 4 | Please breakdown pricing by category. | ✓YES | Compliance Pro bundle and Compliance 360 bundles included in Section 5 |
| 5 | Include referrals from clients. | ✓YES | Please see Section 3 for customer references in Texas |
| 6 | 1 year term with option to renew yearly | ✓YES | Setup fee can be waived if the City agrees to a longer term than 1 year |

## 4.2 SOLUTION SUMMARY

Avenu Insights and Analytics presents 2 comprehensive solution packages designed to address the multifaceted requirements of short-term rental compliance. These all-encompassing packages are meticulously curated to cater to the diverse needs of governments regulating the short-term rental sector. Section E will contain suffixes on subheadings to designate what is included in Pro versus what is included in 360.

**Figure 1: STR Compliance Bundles Available for Growing Needs**




These packages collectively form Avenu's holistic approach to short-term rental compliance, providing governments with the flexibility to choose a solution that aligns precisely with their operational and regulatory needs. The goal is to empower government with the tools and knowledge required to regulate the intricate landscape of compliance seamlessly and effectively.

**Compliance Core – Monitoring and Identification –** This option allows the City of Lago Vista to start a short-term rental program with monitoring all listings on 100 STR websites both in and out of season within the jurisdiction. Our analysts will provide exact addresses and full name of owner/operators of STRs as well. This option includes multiple screenshots of court-defensible evidence for each listing along with an interactive web portal which offers various support modules to help compliance within the City of Lago Vista. Access to web-enabled STR portal with unlimited users, allowing Edit Mode, Compliance Activity management, Comparison View and other modules.

**Compliance Pro –** For a community which needs a comprehensive STR compliance toolkit: includes identification, monitoring of 100 STR websites 4 times per week. It includes a mobile-friendly registration portal, permit and/or tax the STRs, and transitioning to a paper-based system, with online payment processing system. Outreach performed via Print to Mail. 24/7 Nuisance hotline introduced to alleviate pressure from Town resources to respond to noise, parking and trash issues caused by STRs. Finally, a baseline tax portal is provided for lodging tax remittances.

**Compliance 360** – Full Services and turnkey offering, to complete all work and not involve City resources at all. The full-service options essentially provides the City with a back-office extension of the planning or finance department. Avenu provides all services found within the Compliance Pro package along with fully customizable printed letters to support compliance, direct community outreach via phone calls and a Town Hall, and compliance auditing of up to 5% of properties. Further, our service will include full configurability of the registration and tax portals.

**Add-Ons:** Primary Residency Verification, Homestead Exemption Audit, Sales / Use / Hotel Tax Audit, and Compliance Audit of business licenses or different tax types upon request.

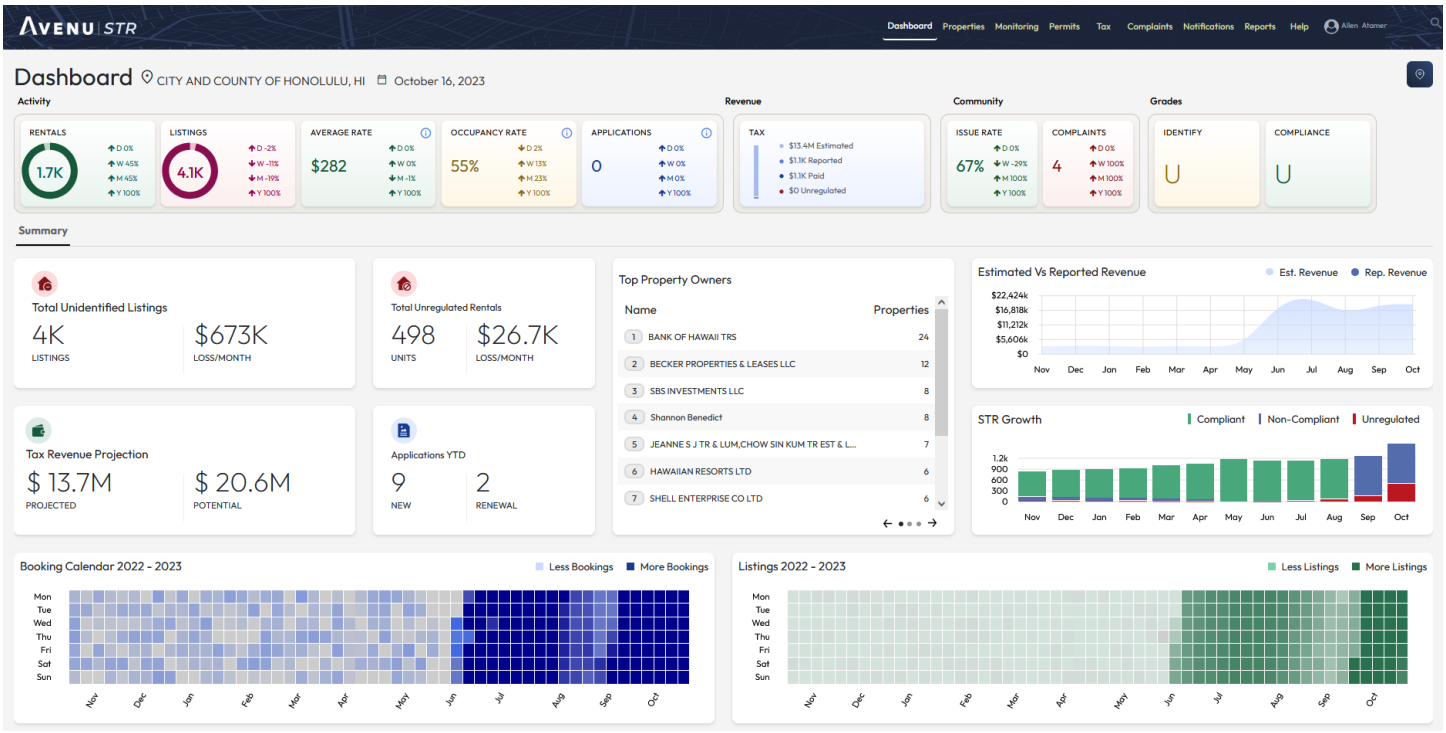
## 4.3 STR MODULES

The Avenu STR solution is based around a cloud-based platform that users have access to 24/7. With unlimited users and full training for each user, our easy-to-use portal provides anyone, whether a council member or a code enforcement officer, key data points useful to their role.

Below, you will find a high-level overview of each module as part of the Compliance Pro Package with further details in Section 3.
The portal includes the following modules:

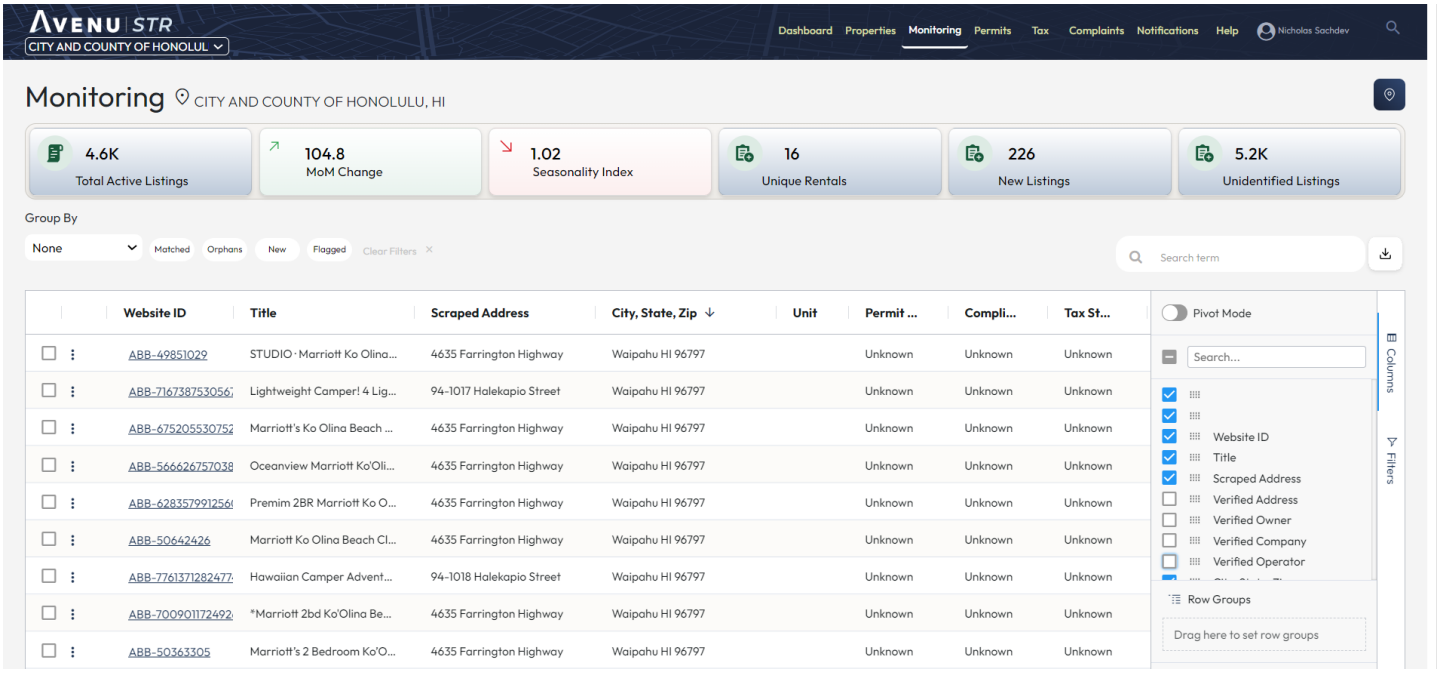
1) Dashboard

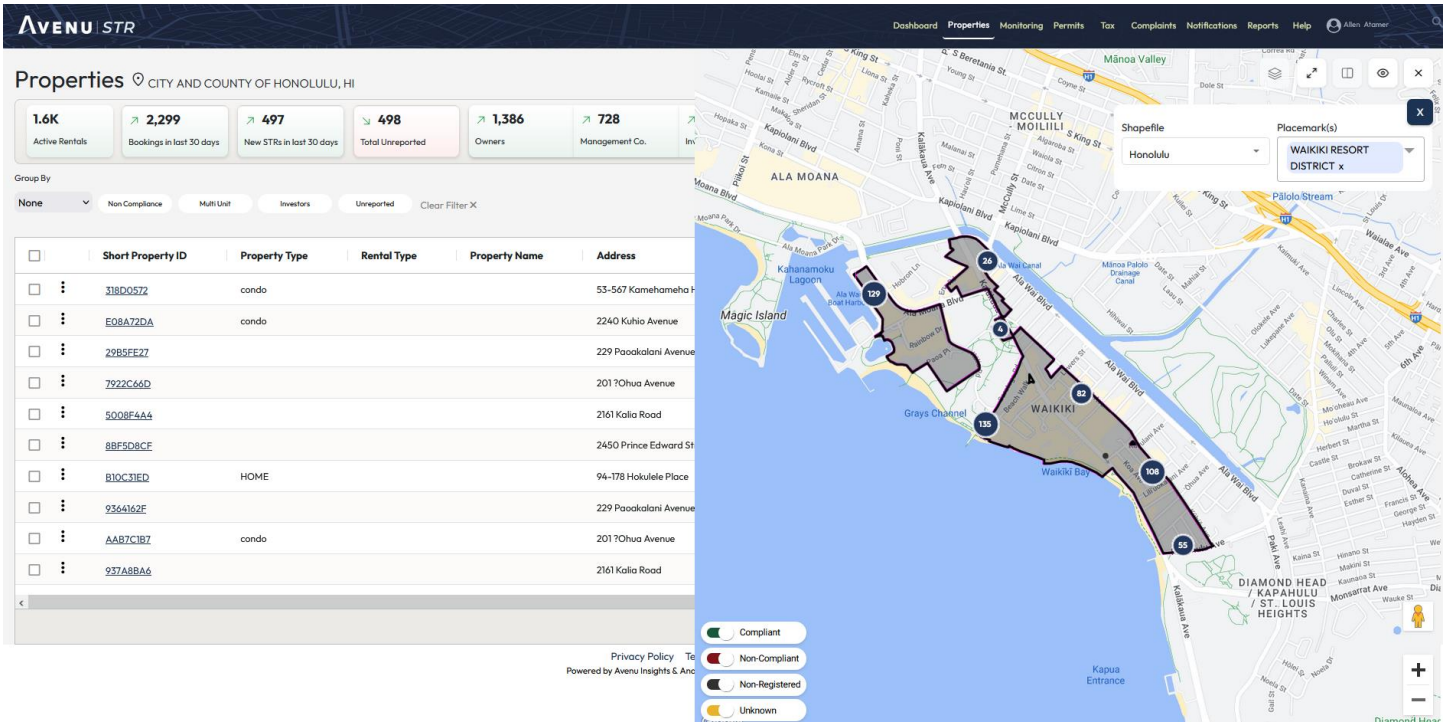
This module is the industry leading statistics dashboard that provides any viewer with extracted valuable information they can use. The data is updated daily for the most up-to-date information.



2) Monitoring

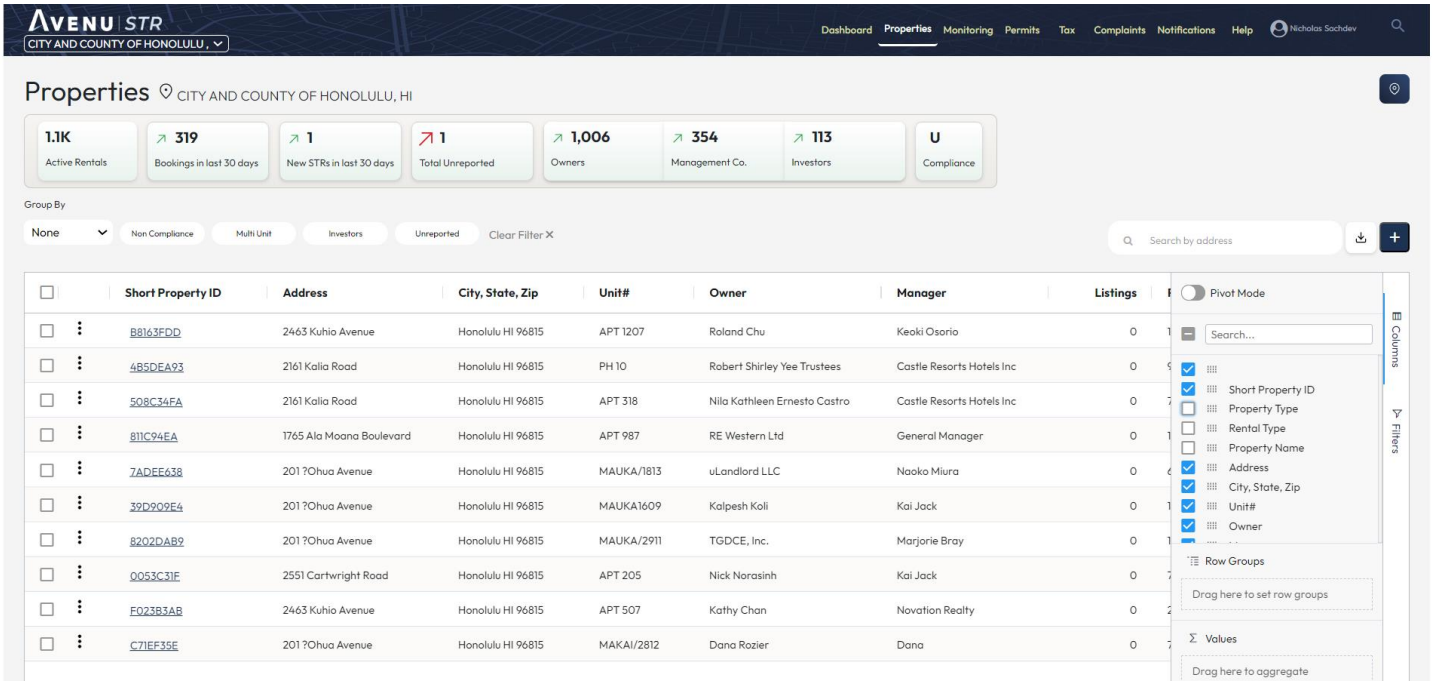
The monitoring module includes a full-fledge filterable, differentiable, extractable list of all short term rental listings within the jurisdiction that have been scraped. The tool allows users to group by numerous types; add, move and remove columns as necessary; enter a pivot mode for deeper analysis; and review all listings on a map feature that includes GIS layering capabilities.



3) Properties

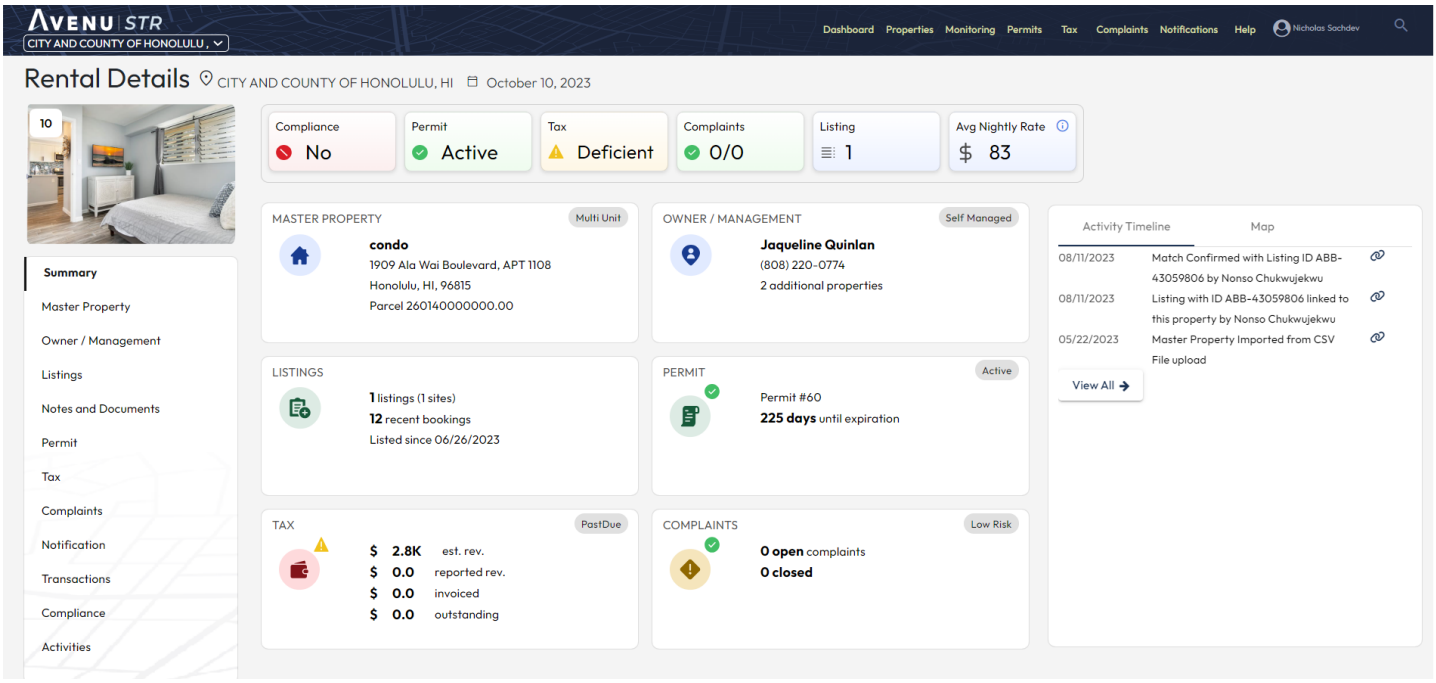
The properties module includes an identified list of all short-term rentals that have been identified in a configurable format. The tool has all the features and functionalities of the monitoring module allowing users to slice and dice data as they prefer.



The rental details page includes over 67 different data points for each property including all property details, operator details, owner details, all photos found on the listing, full-length screenshots of the listing monthly, as well as quick statistics found at the top.

The rental details page also includes various tools to help support compliance efforts. A few include:

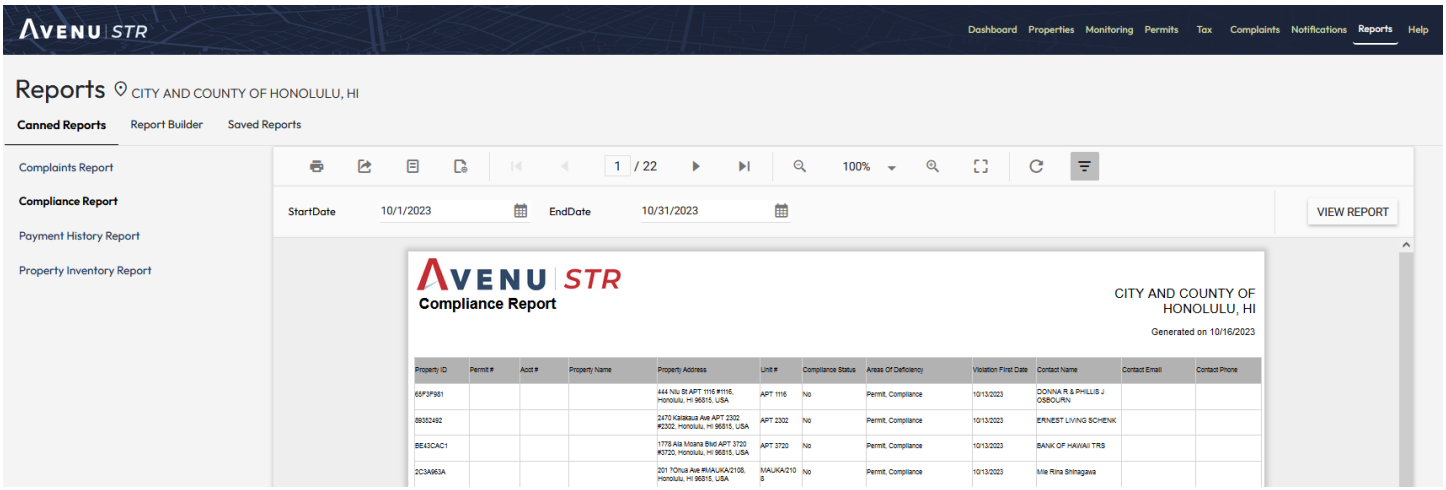
- a case management system to track any interactions with the property operators, changes or notes
- a complaint tracking system
- a notification tracking system
- a customized print-to-PDF tool that allows users to add or remove sections most relevant to their use



4) Reporting

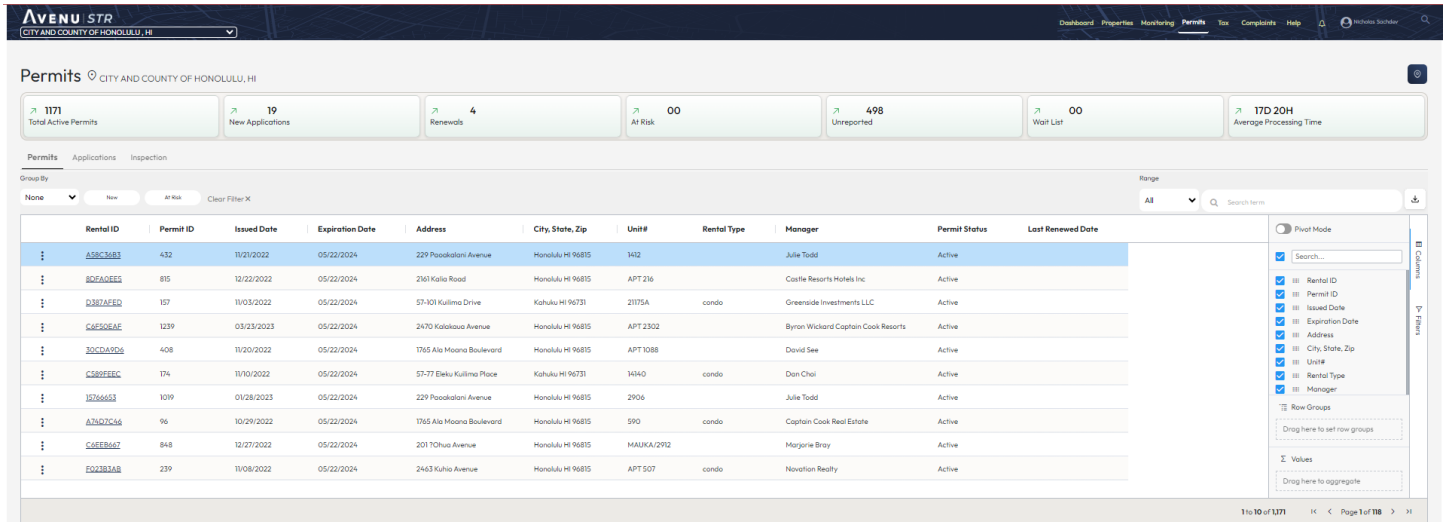
The reporting module offers users the capability to create reports based on over 70 data points, 40 columns and 28 different filters. Further, City of Lago Vista officials can create custom reports that are saved for future update based on their pre-set preferences.

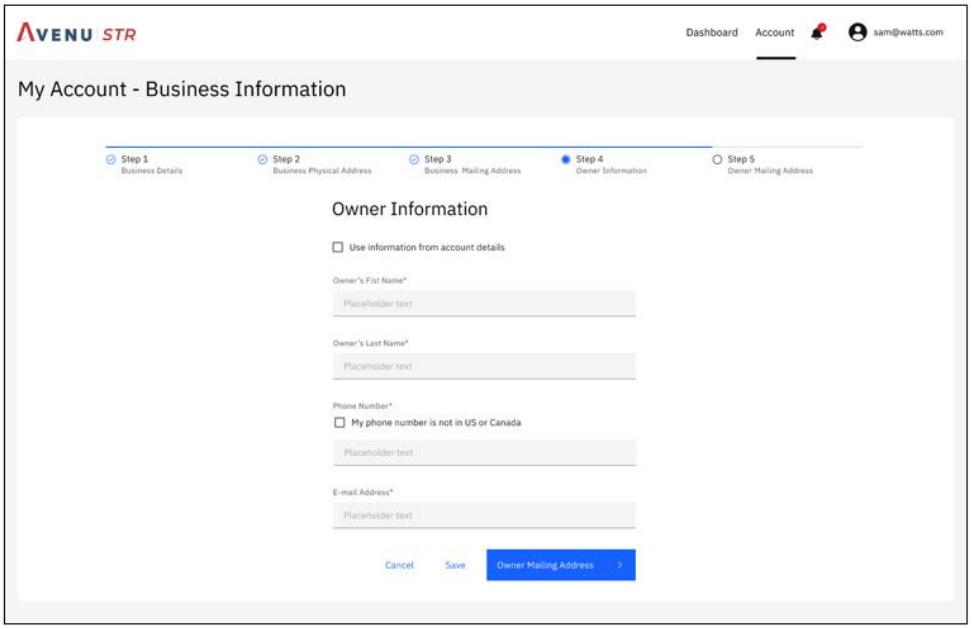
A dedicated Avenu customer success associate will be assigned to the City of Lago Vista and will provide a monthly report of non-compliant short term rentals and will coordinate to develop the printed letters to be mailed out. The associate will also keep a log of all letters that have been sent out within the portal for tracking.




5) Permits

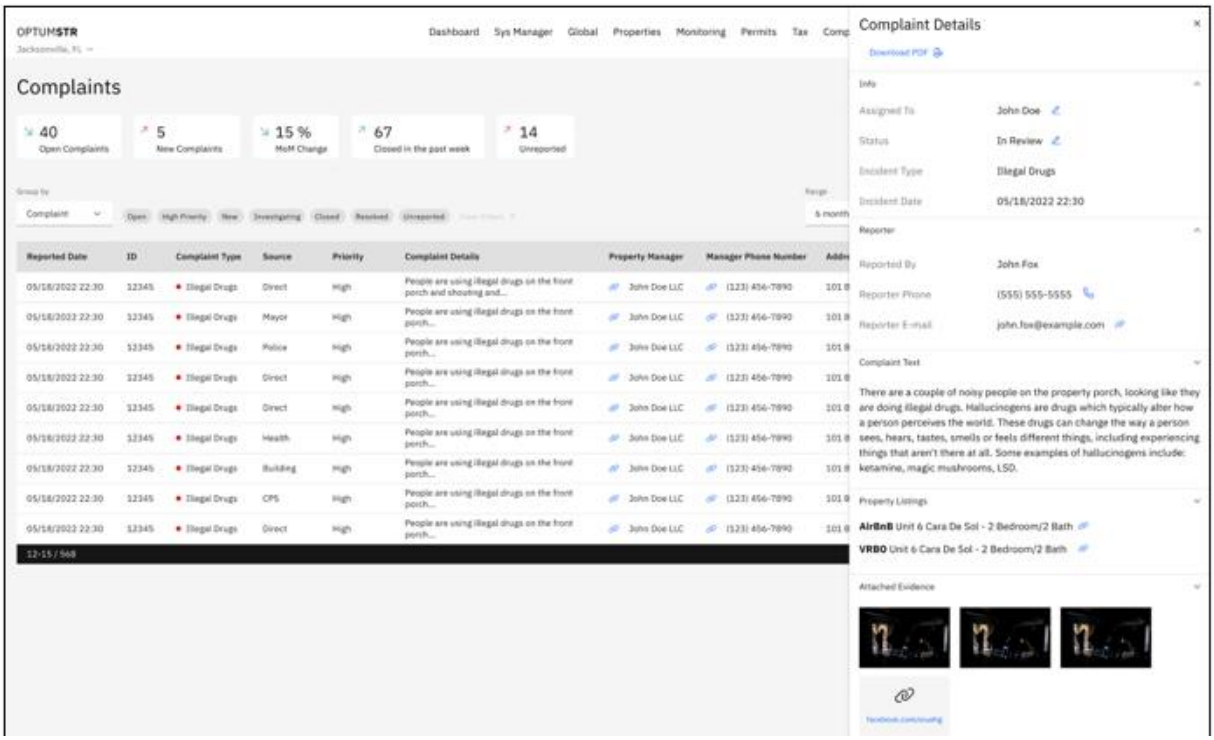
The permits module includes all licensing data for the jurisdiction. Lists include active permits, renewal permits, permit applications and more. Users can use the filtering tool found on the right to adjust to their preferred list or click one of the quick reports found at the top.





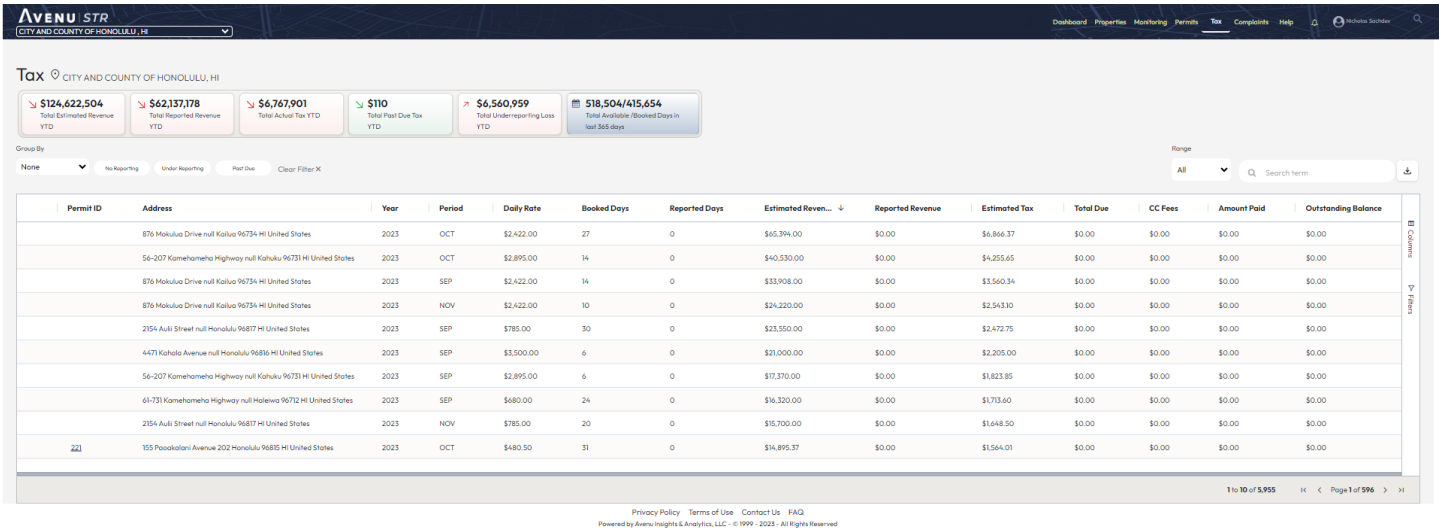

6) Complaints

The complaints module includes a list of all complaints reported through the 24/7 hotline or the online form. Users can review evidence; call information and other details pertaining to a specific property and review the history over a period of time for repeat offenders.



7) Tax

The tax module allows the City of Lago Vista staff to review tax remittances against Avenu estimations. Further, the module allows for grouping that helps with multi-property operators and owners. Depending on specific ordinance requirements, Avenu can also configure the back end to include interest, late payments, and other calculations.




## 4.4 ADDITIONAL OFFERINGS

Avenu does offer various services and products for government that seamlessly integrate with your existing operations, including

- Revenue Enhancement
- Permitting, and Licensing
- Payment Solutions
- Records

Please review our website at https://www.avenuinsights.com/ for more details

## 4.5 TRACKING AND MONITORING [PRO OR 360]

**Methodology**

Monitoring is a key component to a successful short term rental compliance program. Avenu STR's solution takes a four-pronged approach to capture all listings within the jurisdiction to keep the playing field level for all operators. The five-pronged approach includes:

1. Over 100+ Websites Scraped

Our solution scrapes and captures data from over 80 short term rental websites, 20 long term rental websites and countless locally-based property management websites that have their own off-platform booking and advertising pages. Note: a full list of unique websites can be provided upon request.

**Figure 3 - Avenu's STR Solution cover 100 different sites**

Scraping the LTR websites allows us to capture bad actors acting as if they are renting on a long-term basis but are truly renting on a short term basis. Further, scraping local websites is key as the big 4 platforms (Airbnb, VRBO, FlipKey and Booking.com) are becoming a marketing platform for localized websites to redirect from.

2. Scraping During Specific Time-Intervals

Our solution scrapes the aforementioned websites 4 times a week – weekday morning, weekday night, weekend morning, weekend night. Scraping in the staggered intervals allows us to capture vampire listings – these are listings that go down during the day and up during the night to avoid detection from your staff.

3. Scraping Beyond Jurisdiction Lines

Avenu STR scrapes up to 1600 ft or 500 meters outside the jurisdiction boundary lines. Many short term rental platforms scatter the exact address of a short-term rental away from its true location. By scraping the additional area on the map, and sometimes into the water, Avenu STR guarantees any properties in jurisdiction are fully captured and brought into compliance. Those found to be truly out of jurisdiction are discarded.

4. Scraping Based on Ordinance Requirements

During onboarding, we will review your ordinance with your team to determine the parameters of the scrape, including the minimum number of nights, the latest shapefiles, zone-specific enforcement, property type, room type, and more. This approach works because after setting up over 100 customers, Avenu STR has found that these key onboarding questions settled upfront leads to achieving full compliance faster and with less Host disputes for the client and Avenu.

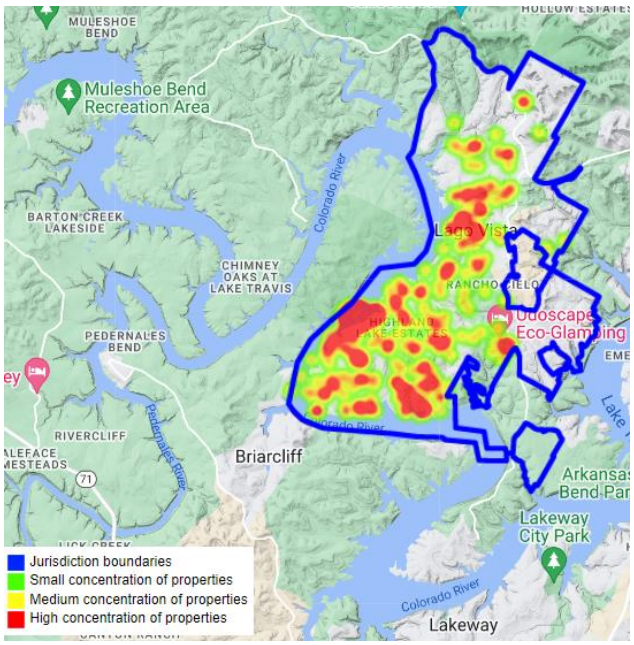
**Process**

1. Your department onboards with your dedicated Project Manager including full ordinance review, shapefile review and current licensed STR report
2. Avenu team configures scraping based on provided materials
3. Scraping spiders are automatically deployed at randomized timings based on the staggering mentioned above
4. 67 different data points are collected for each listing scraped and updated in the reporting portal including photos, screenshots and more
5. AI and Machine Learning processes are automatically implemented to search for duplications and marked into a “presumed duplicate” or “presumed license” category for secondary review by a human analyst

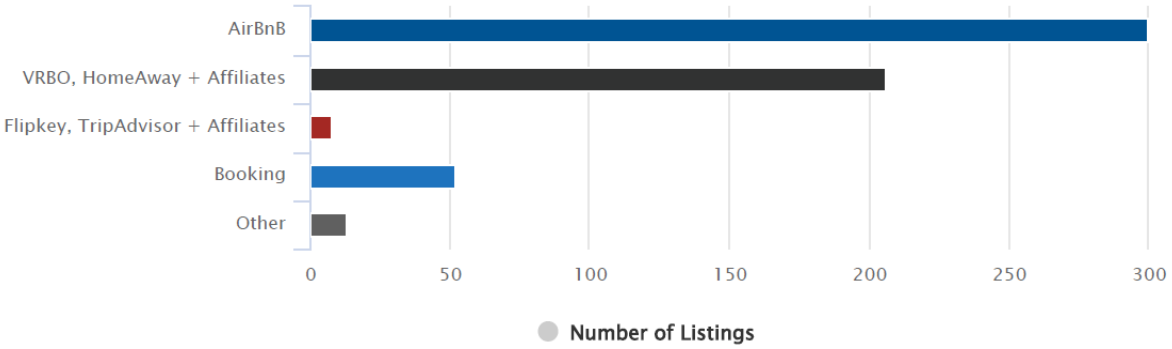
## 4.6 CITY OF LAGO VISTA STR STATISTICS [PRO OR 360]

Utilizing a shapefile outlining the boundaries of City of Lago Vista the following showcases a chart and inventory count of Short-Term Rentals (STRs) extracted from 100 different websites. Our analysts have conducted in-depth research on local popular websites to compile an organic and original inventory. This includes:

STR Overview for City of Lago Vista




| | |
|---|---|
| **579** | STR active and intermittent listings |
| **347** | Estimated unique STR rentals |
| **228** | STR listings added in the past 30 days |
| **228** | STR listings added in the past 90 days |
| **241** | STR listings added in the past 365 days |
| **548** | Entire home STR listings |
| **31** | Shared home STR listings |
| **$12,476,337** | Estimated gross revenue per year |
| **$748,580** | Estimated lodging taxes due per year (6%) |



## 4.7 STR IDENTIFICATION [PRO OR 360]

**Methodology**

The most important part of the short term rental program at Avenu STR is the identification service. In order to process a short term rental into compliance you need the following:

1. The exact address of the short term rental
2. The operator's name (or company's name) and their mailing address
3. The owner's name (or company's name) and their mailing address
4. Evidence proving the address and names match back to the original short term rental listing

**Process**

. The identification process is a multi-faceted process detailed below:

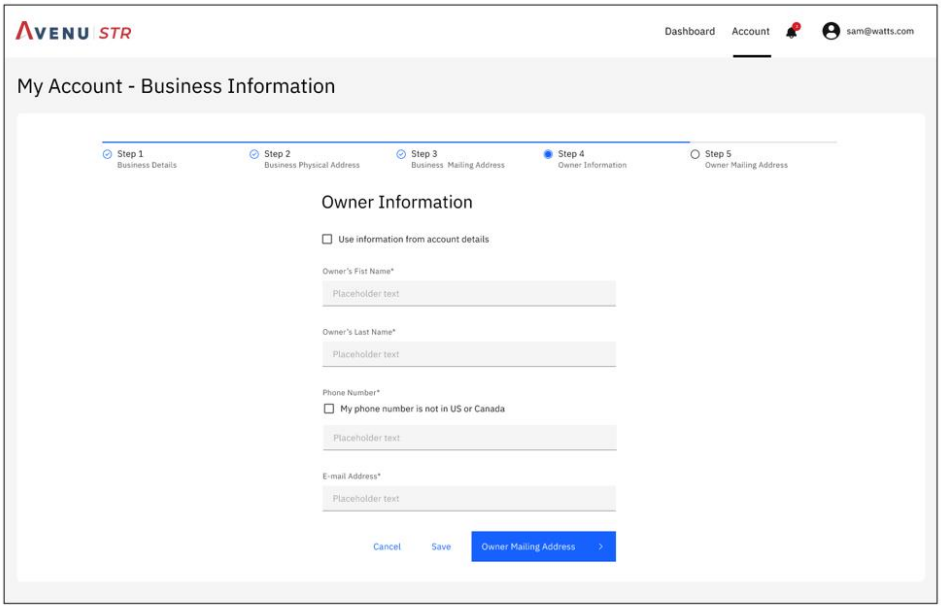
1. Our technology scrapes over 100+ websites in search for any and all short term rental listings within the jurisdiction
    a. New listings will be added to the portal while existing listings will be updated
2. AI and Machine Learning will review all scraping data to sort for "presumed licensed" and "presumed duplicates"
    a. Our tools use a scoring system based on various factors including distance, name of listing, and other elements to mark a listing the intelligence presumes is a licensed listing based on the license file from your department
    b. Our tools use AI photo intelligence and comparison tracking to determine if photos and other elements of the listing are duplications to group them for more efficient identification
    c. A trained human analyst will review all listings grouped into the presumed categories for final designation
3. Various trained, on-shore, human analysts will receive packages of listings and will review information to find a) the exact short term rental address including a unit number (if applicable), b) the operator name and mailing address as well as c) the owner name and mailing address.
    a. Our analyst will first determine if the listing is licensed or not based on any existing license files we receive
        i. If licensed, the analyst will provide address and owner proof to match the license. This usually comes in the form of data sources, links and 2 court defensible screenshots of the sources
        ii. If unlicensed, the analyst will find all information and provide data sources, links and 4-10 screenshots of the sources
4. A quality assurance team led by members with over 7 years of short-term rental identification experience will go through a 40 point check list to verify accuracy of the identification data and evidence
    a. We guarantee a 95% accuracy on our home identifications and 75% accuracy on our condo identifications, or we will provide a partial money back guarantee.
5. A dedicated customer success associate that is knowledgeable about your ordinance, your preferences, and the local happenings within your jurisdiction regarding short term rentals will provide a final check before sending a monthly report of unlicensed short-term rentals to you.
    a. Note: Users have access to a full reporting module described in STR Reporting Portal section where they have access to an instant live up-to-date report of unlicensed STRs.

## 4.8 REGISTRATION AND PERMITTING [PRO OR 360]

**Methodology**

Avenu's STR Registration module allows citizens to easily register and renew permits through a self-service portal. Our interface is designed to support both single property and multi-property requirements allowing for easy organization on the City of Lago Vista's side.

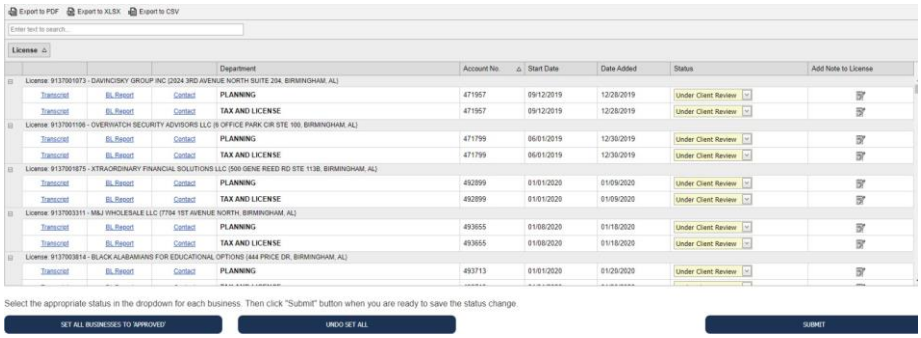
Our online software features an advanced interface equipped with the ability to adjust the application based on the City of Lago Vista's specific ordinance requirements. Further, the module allows for document upload for parts of the application that require attachments such as floor plans, ownership documents and more.



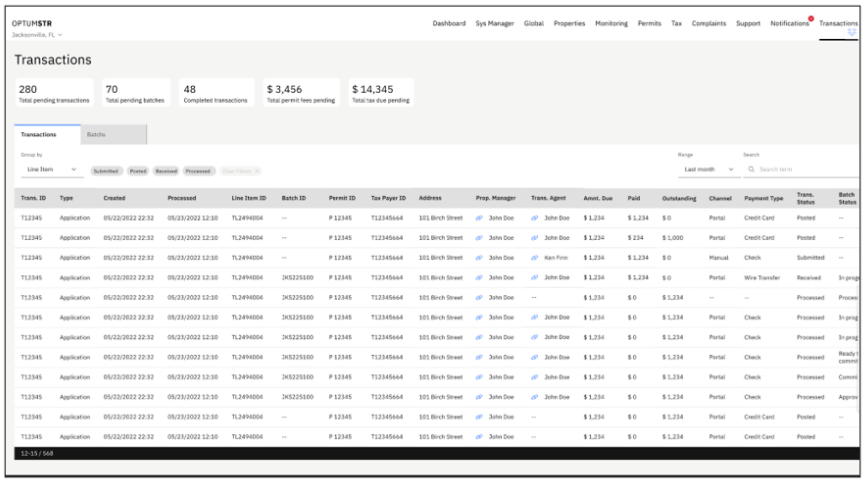

Avenu's geo-filtering technology ensures that only addresses within the jurisdiction can register, avoiding a waste in staff time processing refunds and ensuring clean data. The integrated payment processing options including credit card, ACH, or in-person payments with check, provide the City of Lago Vista's STR operators with convenience and flexibility.

The system goes beyond traditional permit platforms with automatic renewal reminders, sent via email, streamlining the renewal process for both applicants and administrators. Furthermore, our unique feature allows reaching out to applicants for necessary adjustments without the need for rejection, refund, and resubmission, fostering a more collaborative and efficient application process.

If the City of Lago Vista has a multi-departmental approval process, Avenu can easily configure the permitting module to seamlessly coordinate each step.



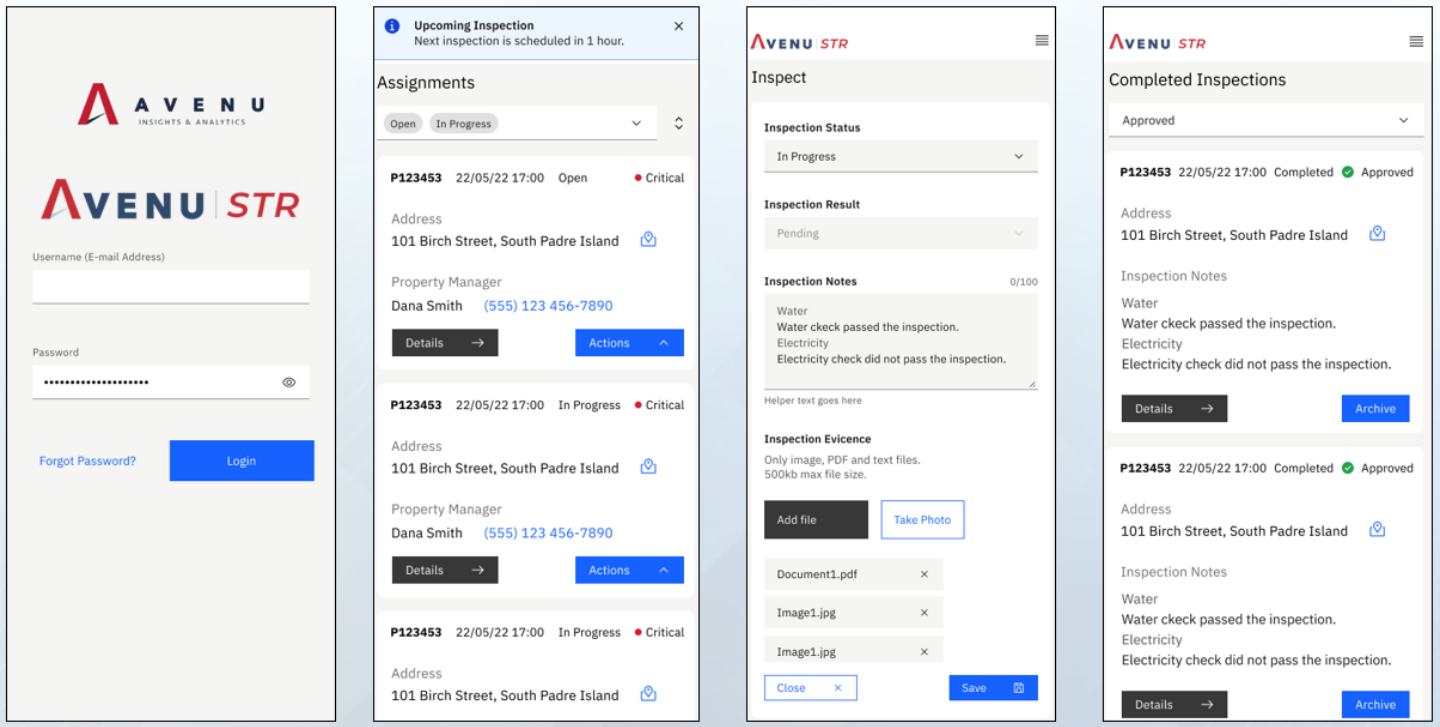

Additional features include the software allowing City users to upload additional documents to a specific registration. This is very useful when applicants forget documents, additional explanations are required and overall organization for the registration. To maintain data accuracy, the system can invalidate registrations in case of property ownership changes. The platform offers strong import/export features, along with advanced filtering and sorting options for easy data management and reporting.




The software offers improved oversight through statistical reporting on registration data, giving the City valuable insights. It can also ban properties based on behavior to comply with regulations and community standards. The export features include an activity log and reconciliation report for thorough auditing and financial validation. Our software is a comprehensive and user-friendly solution, meeting the varied requirements of STR registration management.

### 4.8.1 Safety Inspections / Field Enforcement

Below is our field inspection module, which can be used by code compliance staff on mobile devices. They can enter notes, and upload evidence from the field.




**Process**

There are several steps to implement the permitting platform to match the City of Lago Vista's ordinance:

1. The City will fill out Avenu's onboarding form that answers specific questions about the ordinance and other requirements
2. The City will provide Avenu with sample applications for review
3. Avenu will review materials and develop portal based on requirements
4. Avenu will train City staff on how to use the portal
5. The City of Lago Vista will review and test drive a demo version of the portal before release
6. Avenu will work with the City to release the platform and accept applications

## 4.9 PRINT AND MAIL [PRO OR 360]

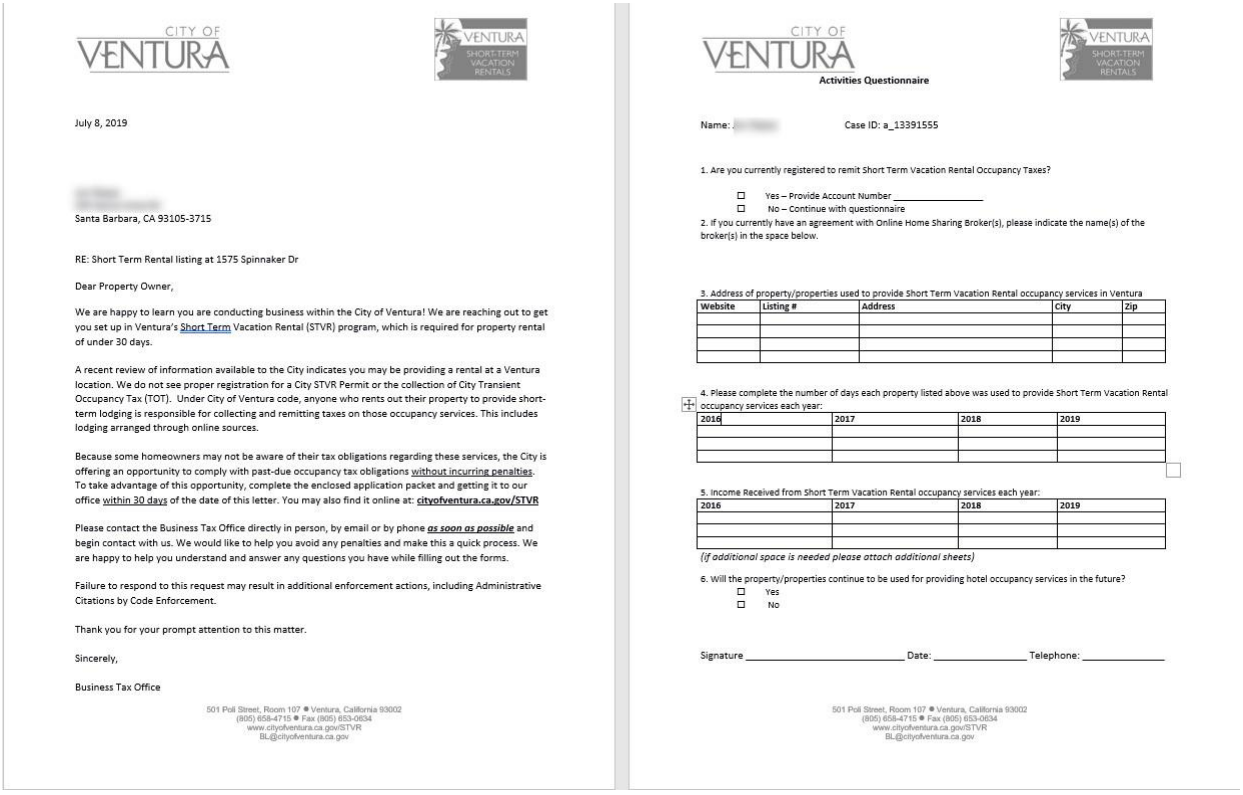
**Methodology**

Avenu's print and mail service provides the City of Lago Vista a turn-key solution for communicating with non-compliant short term rentals.

The City will generate up to 2 different letter templates (typically one in escalation after the other) for Avenu to send to non-compliant short term rentals. Typically our clients use these letters to include:

1) declaration statement about non-compliance
2) how to become compliant
3) deadline on when to become compliant by
4) consequences of inaction

As Avenu analysts have fully identified each short term rental, Lago Vista staff can include personalization within the templates such as owner/operator names and mailing addresses to enhance the effectiveness of the outreach rather than sending the letter to the property address. Avenu will dispatch up to two letters per STR per year, organizing them in monthly batches.



CITY OF VENTURA

VENTURA SHORT-TERM VACATION RENTALS

July 8, 2019

[redacted]
Santa Barbara, CA 93105-3715

RE: Short Term Rental listing at 1575 Spinnaker Dr

Dear Property Owner,

We are happy to learn you are conducting business within the City of Ventura! We are reaching out to get you set up in Ventura's Short Term Vacation Rental (STVR) program, which is required for property rental of under 30 days.

A recent review of information available to the City indicates you may be providing a rental at a Ventura location. We do not see proper registration for a City STVR Permit or the collection of City Transient Occupancy Tax (TOT). Under City of Ventura code, anyone who rents out their property to provide short-term lodging is responsible for collecting and remitting taxes on those occupancy services. This includes lodging arranged through online sources.

Because some homeowners may not be aware of their tax obligations regarding these services, the City is offering an opportunity to comply with past-due occupancy tax obligations without incurring penalties. To take advantage of this opportunity, complete the enclosed application packet and getting it to our office within 30 days of the date of this letter. You may also find it online at: **cityofventura.ca.gov/STVR**

Please contact the Business Tax Office directly in person, by email or by phone ***as soon as possible*** and begin contact with us. We would like to help you avoid any penalties and make this a quick process. We are happy to help you understand and answer any questions you have while filling out the forms.

Failure to respond to this request may result in additional enforcement actions, including Administrative Citations by Code Enforcement.

Thank you for your prompt attention to this matter.

Sincerely,

Business Tax Office

501 Poli Street, Room 107 ● Ventura, California 93002
(805) 658-4715 ● Fax (805) 653-0634
www.cityofventura.ca.gov/STVR
BL@cityofventura.ca.gov

CITY OF VENTURA

VENTURA SHORT-TERM VACATION RENTALS

**Activities Questionnaire**

Name: [redacted] Case ID: a_13391555

1. Are you currently registered to remit Short Term Vacation Rental Occupancy Taxes?

☐ Yes – Provide Account Number _____
☐ No – Continue with questionnaire

2. If you currently have an agreement with Online Home Sharing Broker(s), please indicate the name(s) of the broker(s) in the space below.

3. Address of property/properties used to provide Short Term Vacation Rental occupancy services in Ventura

| Website | Listing # | Address | City | Zip |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

4. Please complete the number of days each property listed above was used to provide Short Term Vacation Rental occupancy services each year:

| 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

5. Income Received from Short Term Vacation Rental occupancy services each year:

| 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

*(if additional space is needed please attach additional sheets)*

6. Will the property/properties continue to be used for providing hotel occupancy services in the future?

☐ Yes
☐ No

Signature _____ Date: _____ Telephone: _____

501 Poli Street, Room 107 ● Ventura, California 93002
(805) 658-4715 ● Fax (805) 653-0634
www.cityofventura.ca.gov/STVR
BL@cityofventura.ca.gov

**Process**

Avenu's print and mail service includes a multi-step process as described below:

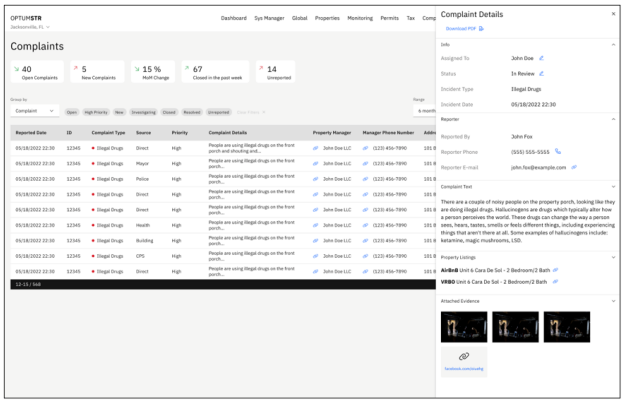
1. (Optional) The City of Lago Vista's dedicated Customer Success Associate will request an updated list of all permitted STRs within the jurisdiction if the Avenu permitting module is not being used. The associate will import the list and cross reference the dataset.
2. The associate will generate a list of all fully identified non-compliant STRs.
3. The associate will then send the report to City staff for review and confirmation for letter type, letter content, send date and other specific instructions.
4. The associate will generate the letters using the reporting module, print and mail the letters.
5. The associate will maintain a record in the portal of the properties that received a letter, specifying the type of letter and the date it was sent for City staff to reference as needed.

## 4.10 24/7 HOTLINE [PRO OR 360]

**Methodology**

Avenu's 24/7 hotline involves a service where concerned citizens can complain about a short term rental to a team knowledgeable about the City's preferences for managing different scenarios.

Concerned citizens can either call a dedicated phone number or submit a complaint through an online form where they can also upload photo and video evidence. The call or online complaint will be addressed by a live agent 24/7 who has access to the STR portal for the City of Lago Vista. With access to this information, the dedicated Avenu team member will determine the type of complaint and review the fully customized workflow chart that Avenu and [the City create together for different scenarios. If the workflow calls for reaching out to the operator, the Avenu team member will call, advise on the situation and consequences if not address and a time for which the issue needs to be addressed. The Avenu team member will follow up after the set time to confirm the situation has been resolved and will document all information specific to the STR property address. This significantly helps with enforcement by allowing City staff to see history on a property to determine how many incidents and next steps.




There are several key values of an outsourced dedicated team supporting STR complaints 24/7. First, the capability to have actionable resolution steps at any hour of the day provides both Lago Vista employees and citizens alike with peace of mind knowing that concerns are being addressed. Second, saving both police and code enforcement resources during times where both departments have significant workloads provides a direct ROI result for using the service. Third, the full documentation of all interactions and next steps are provided right within the same portal where Lago Vista employees find addresses, send letters from and deal with all things short term rental related items. Finally, having a fully customized workflow allows for your specific ordinance to be enforced to your specifications and preferences.

**Process**

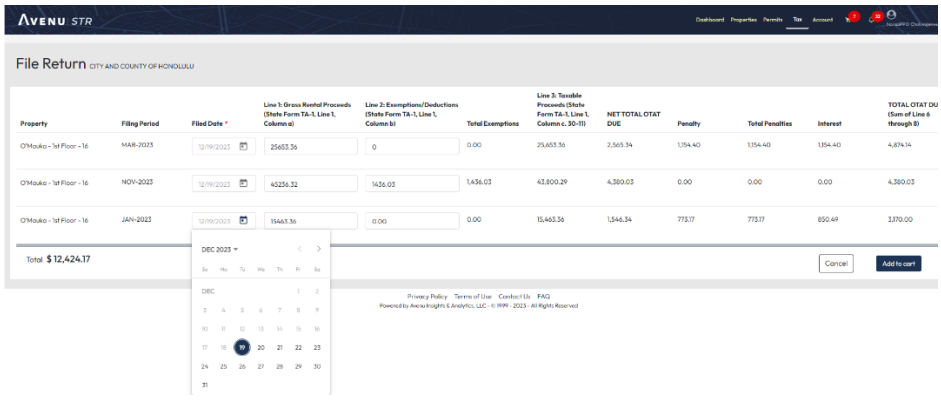
1. The City of Lago Vista provides Avenu with ordinance details
2. Avenu works with the City to come up with next steps for various situations including noise, garbage, safety, parking, noise complaints etc.
3. Avenu trains dedicated staff on Lago Vista specific process and preferences
4. Avenu provides the City with dedicated phone number and weblink for public distribution
5. Several test runs made before going live

## 4.11 TAX PORTAL [PRO OR 360]

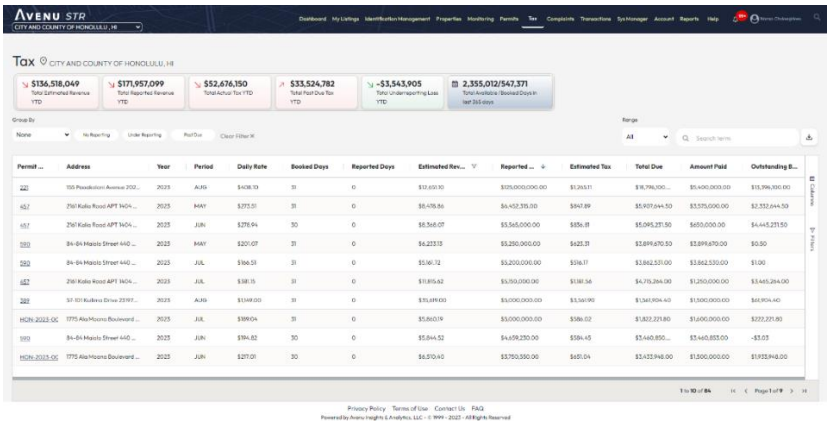
**Methodology and Process**

Avenu has been in the tax collection business for over 50 years, supporting thousands of jurisdictions and collecting billions of dollars a year on behalf of our clients. The STR tax portal service allows STR operators and owners to submit earnings information and remit the appropriate taxes for their business. The multi-functioned tool has several features that have supported many jurisdictions across the US, Canada, the Bahamas and more.

Our online tax remittance portal stands out with its fully configurable nature, allowing seamless adaptation to the City's specific ordinance requirements. Whether it's adjusting questions on the tax form, calculations, or other parameters, the system is designed to accommodate and adhere to the intricacies of Lago Vista's STR tax regulations. One of the key strengths lies in the robust financial infrastructure, facilitating efficient reporting, payment processing and reconciliation. The tool allows for the administrators to review each filing and adjust their batch of reports as necessary. Moreover, the system goes beyond the basics by automatically calculating and assessing fees, penalties, and interest for late payments and filings, ensuring that the process remains not only convenient but also in compliance with regulatory timelines.




The portal also facilitates multi-property filings, simplifying the process by enabling users to add multiple properties to a cart, thereby enhancing efficiency and user convenience. On the administrative side, the portal provides comprehensive control with features such as revenue estimations compared to reported amounts and fully configurable reports, empowering administrators with valuable insights and tools for effective tax management. Note: the process for creating the tax portal is directly correlated with the registration portal and follows the same steps.



## 4.12 COMPLIANCE 360 ADMINISTRATION SERVICE [360]

When Avenu acts as your one-stop shop to handle all matters related to HOT collection, audit, interaction with the Texas CPA, the full service Compliance 360 package is the appropriate service level. Avenu's technology enabled administration services for municipalities is designed to make our years of experience, expertise in verifying taxpayer compliance, and extensive tax administration resources available, thus allowing the City of Lago Vista's managers and staff to focus on the services at which they excel and not the burdens of the administrative process. We approach each new project with the expectation that we will configure and customize our standard services to meet our new client's needs, priorities, and preferences, rather than the other way around.

Services included as part of the Advanced Portal is the following:

- Community Outreach with STR stakeholders one-time in-person or virtual at a "Town Hall" event
- Permitting (adoption and application of a formal annual permitting requirement),
- Tax Collection & Remittance (**receive, post, and reconcile** all STR filings and fee payments), and
- Reporting (powerful one-click reporting tools that enable a jurisdiction to analyze the **financial trends and patterns** of the local STR market and lodging tax revenue.

### 1.1.1 STR COMPLIANCE AUDITING [360]

**Methodology**

The Compliance 360 bundle offers lodging tax compliance auditing for short term rentals within the jurisdiction. Avenu will audit up to 5% of short term rentals to search for financial or management inaccuracies, inadvertent irregularities, or potential fraudulent reporting practices.

Avenu has a dedicated team of lodging tax auditors with over 30 years of experience specific to lodging tax. To further elaborate on our capabilities, Avenu has completed over 10,000 audits in the past 5 years alone recovering over $30M for just our California clients alone. Our compliance auditing service clients have seen significant ROIs and have continued to use us for decades.

Avenu's lodging tax audit program best ensures successful, long-term compliance for lodging establishments that operate in the City of Lago Vista. The Lodging Tax inventory and compliance services cover traditional lodging properties like hotels, motels, and inns- as well as short term rental properties as described in this proposal.

**Process**

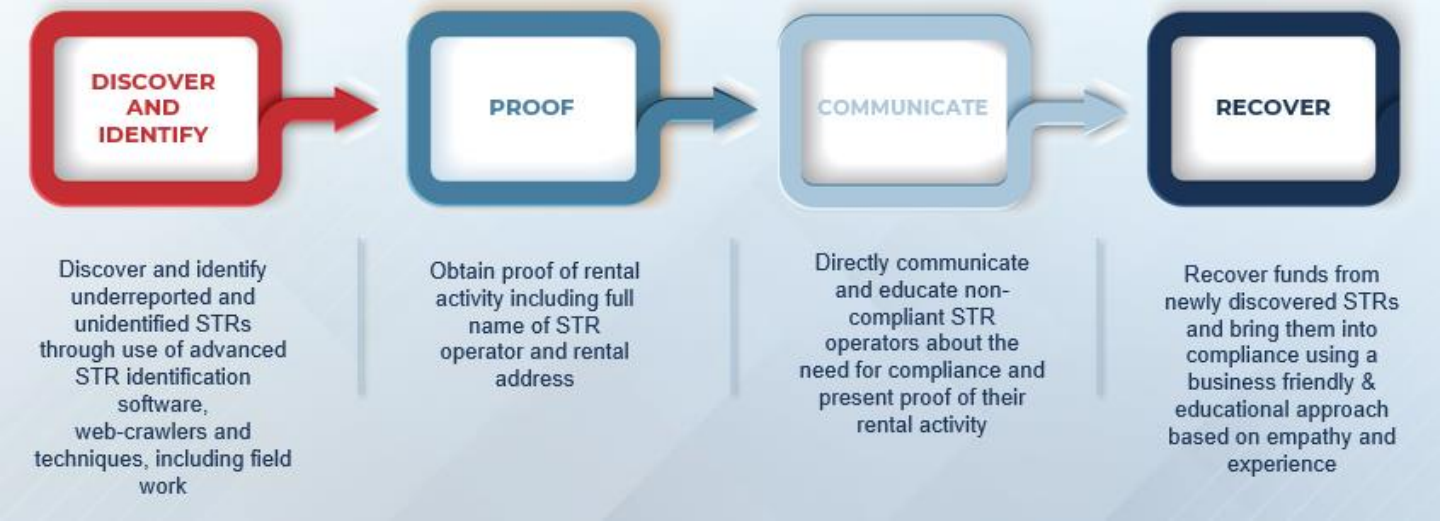
Avenu's Lodging Tax auditing approach can be simplified in two (2) phases:

1. Avenu will work with City of Lago Vista to determine specific ordinance requirements, typical practices within the jurisdiction and preferences for the audit
2. Avenu will provide a full list of all properties within the jurisdiction and City of Lago Vista will provide 5% of the list for audit
3. Avenu and City of Lago Vista work hand in hand on specific next steps for each property audit

## 1.1.2 DISCOVERY AND RECOVERY [360]

**Methodology**

Avenu offers Discovery and Recovery services where non-compliant operators of short-term rentals are identified to recover any applicable taxes and fees due to the City of Lago Vista. These compliance audits are designed to ensure that taxpayers follow current City of Lago Vista ordinances.




By conducting these audits, Cities can recover taxes and fees that are due to the jurisdiction by non-compliant operators; and ultimately, increasing revenues for the City of Lago Vista. This process includes comparing existing taxpayer list(s) against various databases, sending notices to the businesses (including application packets), providing taxpayer support if necessary, verifying of received information, and collecting of payments owed.

**Process**

1. Avenu works to discover and identify non-compliant short term rentals and obtain proof of rental activity
2. Avenu reaches out to the non-compliant STR to educate on the need to gain compliance
3. Avenu works with City of Lago Vista to determine if an audit is necessary
4. Avenu recovers funds and back taxes, depending on City of Lago Vista ordinance

# 5 FEE PROPOSAL

Before discussing cost of the service, it's important to review the value being brought to the table by Avenu. Using Texas Comptroller data from Q4 2023 and Q1 2024, Avenu found $2.36 million in gross HOT-taxable revenues were filed to the State by the Airbnb and VRBO platforms discussed in Section 4.6.
Our modeling estimates that $4.72 million in gross revenues were generated, leading to a **revenue gap of HOT tax (at 6%) of over $465,000**. Therefore, the predicted ROI for the Pro services is 2100% and for the 360 service it is 629%.

Avenu is pleased to offer the following fees for the services described in our proposal, noting that due to the implied services discussed in Section 5.1, Compliance 360 may be the applicable price point rather than Compliance Pro.

| OPTION 1: Compliance Pro (Includes Tracking, Reporting, Monitoring, Compliance in SOW) | |
|---|---|
| **Setup Fee*: $5,000**<br>1. STR Monitoring Scraped 4 Times Per Week Across 100 STR Websites<br>2. Address Identification With Minimum 2 Supporting Evidence Screenshots, not to exceed 374 unique rentals in Year 1. Each additional unique rental costs $45 for Year 1<br>3. STR Permitting Portal<br>4. Print To Mail – 2 Letters Per Non-Registered STR<br>5. 24/7 Nuisance Hotline and Tipform<br>6. STR Tax Portal<br>7. Accuracy Warranty – 95% Houses and 75% Condos<br>8. STR Portal Access | $21,750 Annually |

| OPTION 2: Compliance 360 (includes everything in Pro) | |
|---|---|
| **Setup Fee*: $5,000**<br>1. STR Monitoring Scraped 4 Times Per Week Across 100 STR Websites<br>2. Address Identification With Minimum 2 Supporting Evidence Screenshots, not to exceed 374 unique rentals in Year 1. Each additional unique rental costs $45 for Year 1<br>3. STR Permitting Portal<br>4. Print To Mail – **Unlimited** Letters Per Non-Compliant STRs<br>5. 24/7 Nuisance Hotline and Tipform<br>6. STR Tax Portal<br>7. Accuracy Warranty – 95% Houses and 75% Condos<br>8. STR Portal Access<br>9. Community Outreach – Townhalls and Phone/Email Campaigns<br>10. STR Compliance Audit of 5% of taxpayers<br>11. STR Discovery and Recovery<br>12. Full Service Offering Full Human Resources, Software and Related Services | $73,950 Annually |

*Setup fee is negotiable for Terms of more than 12 months. Quote is valid until 12/31/2024.

## 5.1 EXCEPTIONS TO STANDARD AGREEMENT

Avenu raises the following exception to the standard contract issued by the City

1. Regarding section 6.12, Avenu requires the following to be removed

THE SERVICE PROVIDER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SERVICE PROVIDER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

And the following to be inserted:

LIMITATION OF LIABILITY: NOTWITHSTANDING THE FOLLOWING PROVISION, IN NO EVENT SHALL CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS, DIRECTORS, AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, CONTRACTOR'S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO FOUR (4) TIMES THE FEES CHARGED FOR SERVICES RENDERED BY CONTRACTOR UNDER THE AGREEMENT. THE FOREGOING SETS FORTH THE COUNTY'S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN CONTRACTOR AND THE COUNTY AND CONTRACTOR'S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.

# 6 CONCLUSION

In conclusion, Avenu strongly aligns with the goals of the City to ensure maximum compliance with the STR ordinance, and maximum HOT collection. Avenu has spent over 2.5 years on developing the next-generation STR portal, with the following key benefits:

- **Separate views for Properties** and Listings, to easily show a de-duplicated, clean view
- **Outstanding customer service**: Avenu boasts a 15 hour first-resolution time on support tickets for taxpayers and for community staff
- **One-click report** for non-compliant STRs
- Aggregation of different code and tax **violations into one report view**
- **Live human inbound and outbound** 24/7 call center
- **At least 2 supporting evidence screenshots upfront** in the event of disputes or litigation
- **Non-crowdsourced, trained** research analysts, leveraging AI tools to efficiently identify STRs
- Easily and quickly track and collect lost or under-reported lodging taxes using our modeling. NB: In some communities, Avenu has discovered **up to 68% of STRs are booked host-direct and not through STR platforms**, which causes the potential for tax leakage

**Attachment "A"**

## OFFICIAL PROPOSAL FORM and CERTIFICATION FOR THE CITY OF LAGO VISTA, TEXAS

**This certification must be submitted with the proposal.**

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on a future Purchase Order or Notice of Award.

To furnish all materials and labor in accordance with the scope of work described in the Proposal for the specified lump sum, subject to all conditions shown therein and the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the materials and/or services as specified at the prices and terms herein stated and in accordance with the Request for Proposal, Clarification Letters, and any General Terms and Condition Specifications that they City might have issued in connection with this solicitation, all of which are made a part of this offer.

All pages of The City of Lago Vista's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

### NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT CONDUCTED BUSINESS WITH THE CITY OF LAGO VISTA

### FEDERAL FORM W9 REQUIREMENT:

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of Lago Vista Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of Lago Vista, 5803 Thunderbird, Lago Vista, TX 78645.

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

**PROPOSERS CERTIFICATION:**

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

**OUR company is a (Check One):**

Corporation x (The Proposal MUST be signed by an Officer of the company)

Partnership ___ (The Proposal MUST be signed by a General Partner)

Joint Venture ___ (The Proposal MUST be signed by an Officer of the company)

Sole Proprietor ___ (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE ___ WBE ___ SBE ___

Has the company been certified as a SMWBE by any governmental agency?

Yes ___ No x

If yes, specify the governmental agency: _____

Date of certification: _____

**LETTERS OF CLARIFICATION:**

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

LETTER OF CLARIFICATION # 1 None

LETTER OF CLARIFICATION # 2

LETTER OF CLARIFICATION # 3

COMPANY NAME: Avenu Insights & Analytics, LLC

COMPANY ADDRESS: 5860 Trinity Parkway, Suite 120

CITY/STATE/ZIP: Centreville, VA 20120

COMPANY REPRESENTATIVE

NAME: Brandi Sanner

TELEPHONE #: 800-927-5125 FAX#:

EMAIL: Proposals@avenuinsights.com

SIGNATURE:

DATE: 08/20/24

**Attachment "B"**
**HB 89 Form**

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**To Be Completed By Contractor:**

"I, Paul Colangelo (Name of certifying official), the CEO (title or position of certifying official) of Avenu Insights & Analytics, LLC (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signature of Certifying Official

Chief Executive Officer
Title

08/20/24
Date

## ATTACHMENT "C"

## CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., The City of Lago Vista) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Lago Vista City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at **http://www.ethics.state.tx.us/forms/CIO.pdf.**

Questions about compliance shall be directed to the Proposer's legal counsel.

Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense Under Chapter 176 is a Class C misdemeanor

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Avenu Insights & Analytics, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

None

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

08/20/24

Date

Adopted 8/7/2015

**ATTACHMENT "D"**

**CITY OF LAGO VISTA**

**INSURANCE REQUIREMENT AFFIDAVIT**

**To Be Completed By Insurance Agent/Broker and Responder**

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: _____

Agent's Name: Brian M Paquette

Agency Name: Marsh USA LLC

Address: 800 E. Canal Street, Suite 900

City / State / ZIP: Richmond, VA 23219

Telephone No. ( ) 804-200-2788 Fax No. ( ) N/A

Proposer's Name and Company: Avenu Insights & Analytics

RFP Number and Title: City of Lago Vista RFP dated 7/29/24

Insurance Agent / Broker Signature: _____ Date: 8/19/24

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature: _____ Date: 8/20/2024

## ATTACHMENT "E"

## DRUG-FREE WORKPLACE CERTIFICATION

The Avenu Insights & Analytics (company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the Avenu Insights & Analytics (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor's policy statement;

Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace;

Notifying the City within ten (10) days of the Contractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Avenu Insights & Analytics, LLC

Name of Organization / Contractor(s)

Signature of Authorized Representative:

08/20/24

Date:

**ATTACHMENT "F"**

**QUALIFICATIONS & REFERENCE SHEET**

**Please Complete and Return This Form with the Response**

The Contractor may furnish up to a maximum of three (3) references for projects of a similar size and scope, with the following information provided for each reference:

1. Client's Name: City of San Antonio, TX
   Name of Contact: Troy Elliot
   Title of Contact: Director of Finance
   Email address: troy.elliott@sanantonio.gov
   Telephone Number: (210) 207-7278
   Website URL: https://www.sanantonio.gov/

2. Client's Name: City of El Paso, TX
   Name of Contact: Edmundo Calderon
   Title of Contact: Chief Internal Auditor
   Email address: calderones@elpasotexas.gov
   Telephone Number: (915) 212-1365
   Website URL: https://www.elpasotexas.gov/

3. Client's Name: City of Waco, TX
   Name of Contact: Jacob Petillo
   Title of Contact: Financial Supervisor
   Email address: jpetillo@wacotx.gov
   Telephone Number: (254)750-5820
   Website URL: https://www.waco-texas.com/Home

# City of Lago Vista, Texas

## RFP No. 24-10 Short-Term Rental Tracking, Monitoring, & Compliance Software

**Due Date:**
**August 21, 2024**


**Presented by:**

**Amanda Taylor**

Account Executive, GovOS, Inc.

E: RFP@GovOS.com

P: 737.359.8838


GovOS®

August 20, 2024

Tracie Hlavinka
City Manager
City of Lago Vista
5803 Thunderbird St
Lago Vista, TX 78645

Dear Ms. Hlavinka:

GovOS, Inc. is pleased to present our Short-Term Rental (STR) solution in response to City of Lago Vista's current RFP No. 24-10 Short-Term Rental Tracking, Monitoring, & Compliance Software. GovOS delivers exceptional STR services and support to hundreds of customers across the country. More people are listing their houses as STRs; therefore, it is important to carefully track these properties to make sure they abide by local policies and regulations. GovOS will provide the City of Lago Vista with the functionality to manage STR compliance, license/register, hotel/motel tax collection, and distribution goals.

We are committed to delivering a sophisticated and scalable solution with end-to-end identification, compliance, tax, and reporting functionality. Our customers, who are our greatest advocates, have shared that the functionality, data analytics, and support they receive while utilizing the GovOS STR solution are among the top benefits. With GovOS, you can expect:

- **Advanced STR Identification:** GovOS utilizes industry-leading identification practices by blending AI technology and human touch to deliver exceptional increases in compliance - starting in year one! You also have access to a Property Review team of 30+ people who match listings and deduplicate advertisements to provide you with a comprehensive data dashboard.
- **Comprehensive Compliance Monitoring:** Our solution captures real-time STR marketplace data, time-stamped evidence of activity, and links to advertisements. Data sets include accurate address and location information, evidence of STR activity, and compliance status. Our solution also includes a built-in compliance notification tool available to customers at no extra cost.
- **Extensive Tax Experience:** We support the complete end-to-end management of your STRs under one roof. Our unified platform includes a comprehensive tax suite of tools for STR owners and your administrative staff. Within the self-service online portal STR owners can identify, calculate, remit, and pay any necessary taxes, fees and penalties.
- **Unmatched Training & Support Services:** Not only do we deliver a state-of-the-art software solution, but we also provide ongoing phone and email support to your team — as well as access to expert best practices to help guide you every step of the way. GovOS is unique in that we offer ongoing U.S.-based support to both government staff and your end users, the taxpayers.

Our ongoing commitment to understanding how to leverage the economic impacts of the tourism industry is evident in our strategic partnerships, including those with Destination Marketing Organizations (DMOs). In fact, our President and COO, Matt Coury, actively serves as a board member of the Texas Travel Alliance (TTA). Our extensive experience collaborating with TTA members and other DMOs across the nation further underscores our understanding of how capturing all tourism taxes is essential to the success of these organizations and their contributions to the communities they serve.

The capabilities of the GovOS STR solution, coupled with our extensive STR industry knowledge and comprehensive support, aligns with your stated goals. We welcome the opportunity to provide a more detailed explanation of our solution through an on-site presentation or demonstration. We look forward to discussing how the GovOS solution can meet your needs today and into the future as the City STR market evolves.

Sincerely,

Amanda Taylor, Account Executive
A: 8310 N. Capital of Texas Hwy, Building 2, Suite 250, Austin, TX 78731
P: 281.919.7594 | F: N/A | E: Amanda.Taylor@GovOS.com

GovOS, Inc.
8310 N. Capital of Texas Hwy
Building 2, Suite 250
Austin, TX 78731

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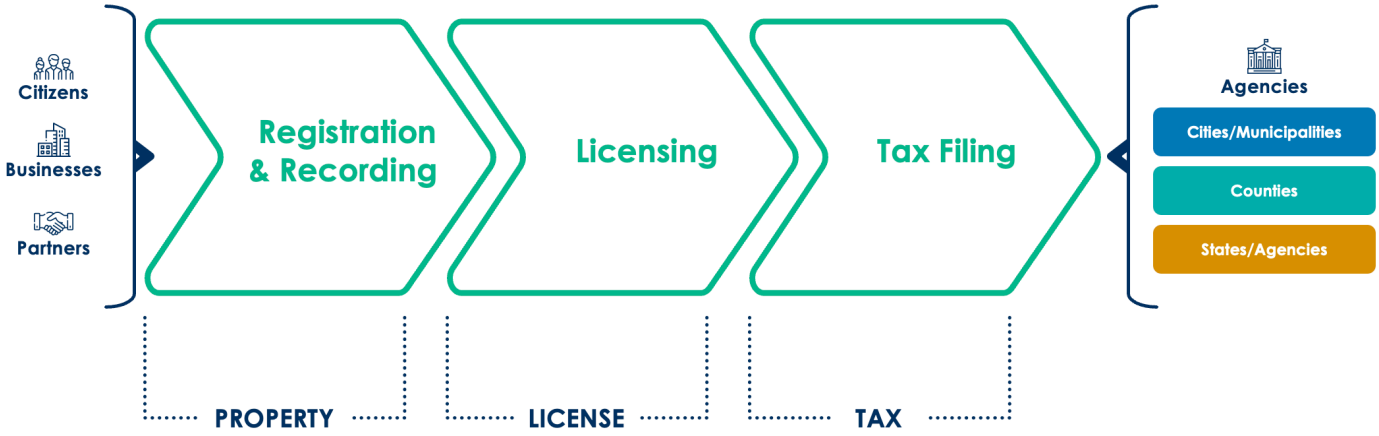
GovOS®

# Company Information

GovOS®

**GovOS is a leading provider of transaction and compliance software for state and local governments to streamline property, licensing, and tax interactions with businesses and citizens. Government agencies around the country use GovOS solutions to power online services for 25+ million constituents.**

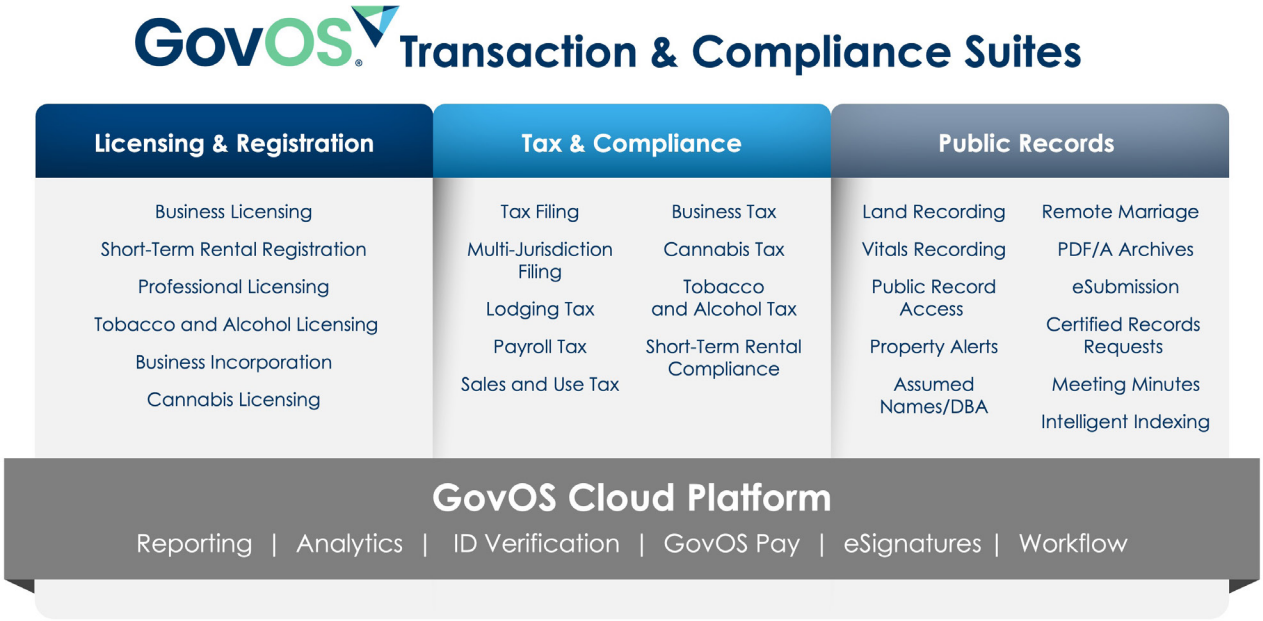



GovOS is a Delaware incorporated organization, headquartered in Austin, Texas, and serves more than 850 government agencies across the United States. With the company's secure suite of cloud-based solutions, governments can maximize revenue, increase compliance, reduce costs, and meet constituent demand for modern, self-service transaction and payment services. GovOS has been providing information technology products and services to local governments since 2005. Our workforce (over 275 and growing) is located in Austin and throughout the U.S., enabling us to offer our customers industry-leading service and support at their convenience.

## Our Products Have Been Purposefully Designed to Meet the Needs of Public Sector Customers

Since our founding, GovOS has developed into a market leader in the government technology space by steadily growing and expanding our line of products. GovOS is backed by experienced professionals who have been serving local government and their unique needs for almost 20 years. GovOS was named a GovTech 100 company for the second time by Government Technology magazine in 2024. The yearly ranking includes top technology firms that collaborate with state and local governments to develop solutions that make a difference in communities.

We know how important data is to our customers and their operations. We also understand there is more than just numbers needed to effectively and efficiently serve their communities. Given the depth of our experience and the breadth of the products we offer, GovOS has a holistic view of how local government works best and how one software solution can affect multiple departments and processes. In addition to our best-in-class technology, GovOS also provides workable best practices, exemplary support, and innovative technology so our customers can achieve their goals today and well into the future.




## Licensing & Registration Suite: Effortless Business Licensing & Registration

Optimize every aspect of business licensing and registration to empower your business community and enhance operational efficiency—combining all general and specialized business applications and renewals into one unified system, enabling multi-departmental workflows, and offering a 24/7 business portal for effortless compliance and unparalleled service.

## Tax & Compliance Suite: Process Modernization to Revenue Maximization

Effortlessly combine all tax processes in a single, intuitive system, equipped with a 24/7 self-service portal. Free staff from manual tasks to focus on strategic initiatives. Benefit from real-time collections, comprehensive reporting, and automated workflows designed to meet the unique needs of state and local governments.

## Public Records Suite: Efficient Document Management

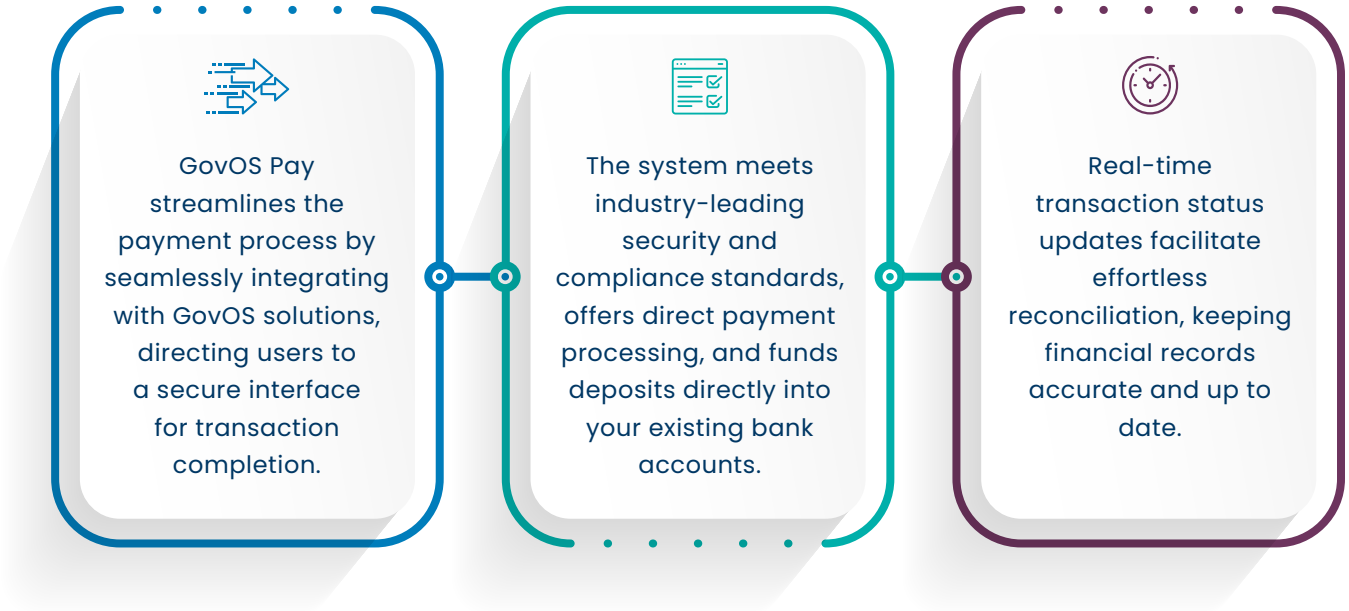
Built with the record at the center to help ensure access, the GovOS Public Records Suite harnesses the cloud to empower staff with streamlined transactions, delivering a seamless customer experience. Optimized for ease, our solutions simplify data capture, processing, and retrieval, guaranteeing transparency and universal access. Leverage unparalleled search functionality to allow staff and constituents to efficiently find essential information anytime, from anywhere.

# GovOS Pay

GovOS is proud to offer our proprietary payment solution, GovOS Pay, through the GovOS Cloud Platform. GovOS Pay offers a secure, unified payment processing experience, serving as the sole vendor and support channel, while leveraging collective buying power to provide customers with lower fees and flexible fee structures.

GovOS Pay supports both traditional and modern payment methods, providing our customers with seamless integration, top-tier security, and a modern user experience. See how it works:

## GovOS Pay Solves These Challenges By:




## How Does GovOS Pay Benefit Your Staff & Customers?

### Cost Efficiency & Financial Control

GovOS Pay slashes costs with the fees negotiated with aggregate volume power of GovOS and simplifies finances by replacing multiple vendor contracts with one solution. Consolidation of procedures like reconciliation, fee changes, and refunds to empower your department.

### Enhanced Visibility & Increased Flexibility

GovOS Pay provides visibility into all your transactions via a single dashboard. It offers flexibility in payment of processing fees. Processing fees can be charged to businesses during transactions or can be deducted from the amount owed if the jurisdiction would like to absorb the processing fee.

### Enhanced Support & Payment Experience

GovOS Pay unites ACH debit and card processing, offering diverse, secure payment choices with superior support, streamlining user transactions.

# System Support & Maintenance

Everyone who interacts with the GovOS STR solution has access to our best-in-class support services should they encounter an issue or need assistance with the system. We seek to consistently deliver exceptional support experiences, while removing barriers to our customer's success.

## Continuous Support

As part of your subscription, you gain access to our application support resources. Below is a description of four separate support resources available to you.

- **Customer Success Manager (CSM):** Your Customer Success Manager's goal is to assist you in reaching software optimization, staying informed about product enhancements, and keeping up with our most recent products. With the use of our software, your CSM will assist you in reaching your goals and business objectives in a proactive and strategic manner. To make sure you understand the benefits of working with GovOS, they will carry out business reviews.
- **Account Manager (AM):** Your Account Manager helps support customers' overall goals and ongoing investment in GovOS. They work closely with the CSM team and provide customers periodic high-level reviews to evaluate ongoing ROI, utilization, and future needs. The AM's key focus is to educate, listen, provide guidance, and address challenges.
- **Client Technical Support (CTS) Team:** Unlike other organizations, GovOS does not put your users through a round-robin call center. Your Client Technical Support team is your primary support to assist you with system and technical concerns. You will always have direct access to call or email the CTS team for the life of your subscription.
- **Support Team:** Our Support Team provides system and website support to users within your jurisdiction. Our Support Team is a separate team within our support division that specializes in understanding system functionality and can be a resource for users as needed regarding website or system functionality. Users can call/email this team during business hours for the life of your subscription.

GovOS' multi-prong support approach is unique to the industry and a key reason customers stay with GovOS. Our proven support practices have allowed us to maintain our high customer satisfaction and retention levels across all GovOS product lines.

To assist our customers, GovOS provides support available in all time zones. We provide live chat support for public users from 7am – 7pm CST.

## What's Included

Support is defined as any questions surrounding how to use a feature within the platform, as well as troubleshooting.

**ATTACHMENT "F"**

**QUALIFICATIONS & REFERENCE SHEET**

**Please Complete and Return This Form with the Response**

The Contractor may furnish up to a maximum of three (3) references for projects of a similar size and scope, with the following information provided for each reference:

1. Client's Name: Hilton Head Island, SC
   Name of Contact: April Akins
   Title of Contact: Revenue Service Manager
   Email address: aprila@hiltonheadislandsc.gov
   Telephone Number: 843.341.4608
   Website URL: https://hiltonheadislandsc.gov/

2. Client's Name: Dallas, TX
   Name of Contact: Adriana Cereceres
   Title of Contact: Manager of Hotel Occupancy
   Email address: adriana.cereceres@dallascityhall.com
   Telephone Number: 214.670.4540
   Website URL: https://dallascityhall.com

3. Client's Name: Corpus Christi
   Name of Contact: Heather Hurlburt
   Title of Contact: Assistant City Manager
   Email address: heatherh3@cctexas.com
   Telephone Number: 361.862.3613
   Website URL: https://www.cctexas.com/

SUCCESS STORY

# How Okaloosa County, FL Uses the GovOS Business Licensing & Tax Application to Collect and Manage Over $30M in Annual Tourist Development Taxes

**Population: 216,482**

In addition to maintaining the county's treasury and surplus funds, the Okaloosa County Clerk of Court and Comptroller's Office also collects and manages the tourist development tax. This alone amounts to more than $30 million in annual tourism-related taxes.

In 2022, the county began using the GovOS Business Licensing and Tax solution, which allows taxpayers to register online and submit payments electronically. Since implementing GovOS, the county has reported a 14% increase in registered tax clients, with 98% of payments now submitted online.

Falin Ivy, Board Services Agent of Okaloosa County, shares, "Even though the number of accounts has increased, we have not had to increase the time our personnel spends on actively going through the accounts, collecting taxes, and doing enforcement proceedings. The community has really talked about how streamlined the process is."

**Scan to watch the video and hear staff share more about their experience using GovOS:**

SUCCESS STORY

# How Gilbert, AZ Prepares for the Future While Protecting What Makes It Great with GovOS

**Population: 275,000**

**Customer Results:**

10X increase in compliance for STR registrations

$85K+ revenue from increased STR registrations

$150 saved on every STR registration

## The Need

With a growing number of short-term rentals (STRs), Gilbert recognized the need to replace the Town's existing labor-intensive approach to managing STRs. Staff wanted a more efficient and transparent system that would enhance compliance while supporting STR owners *and* the community. Securing buy-in was essential to ensure the new system met state requirements and would benefit all stakeholders.

## The Solution

To streamline STR registration and tax collection, Gilbert selected the GovOS STR solution. In addition to introducing much-needed automation, the system would provide STR owners access to an online portal and give Town officials advanced data analytics.

## The Results

"The efficiency has been off the charts for us and to have a way of measuring compliance is also really incredible," said Ashley Namor, Business Compliance Project Manager of Gilbert. The platform's clear communication of regulations, requirements, and resources improved community engagement. As a result of the increase in STR registrations and more accurate fee collections, Gilbert also experienced an increase in revenue.

**Scan to read the full story**

SUCCESS STORY

# How North Elba, NY (Lake Placid) Uses GovOS for Compliance and Permitting

**Population: ~7,500**

**STR Ads: ~850**

**STR Properties: +360**

**Current Compliance Rate: 88%**

**STR Permits Issued Final Approval Since Go-Live: 764**

**Average Daily Rate for STRs: $447.40**

## The Need

In 2020, the Town of North Elba initiated a law to curb the impact of short-term rentals. At that time, the number of short-term rentals was rising rapidly, so the Town made it mandatory for anyone wanting to rent their property to get a permit and start paying a bed tax, determined by the number of bedrooms being rented at the residence.

## The Solution

Short-term rentals in North Elba can only be made available a certain number of days of a calendar year. Using GovOS STR, North Elba can view the calendars of rental properties to see how many days they are making the property available. If they appear to be in noncompliance, the Town can reach out to property owners to address their allotted number of rental dates.

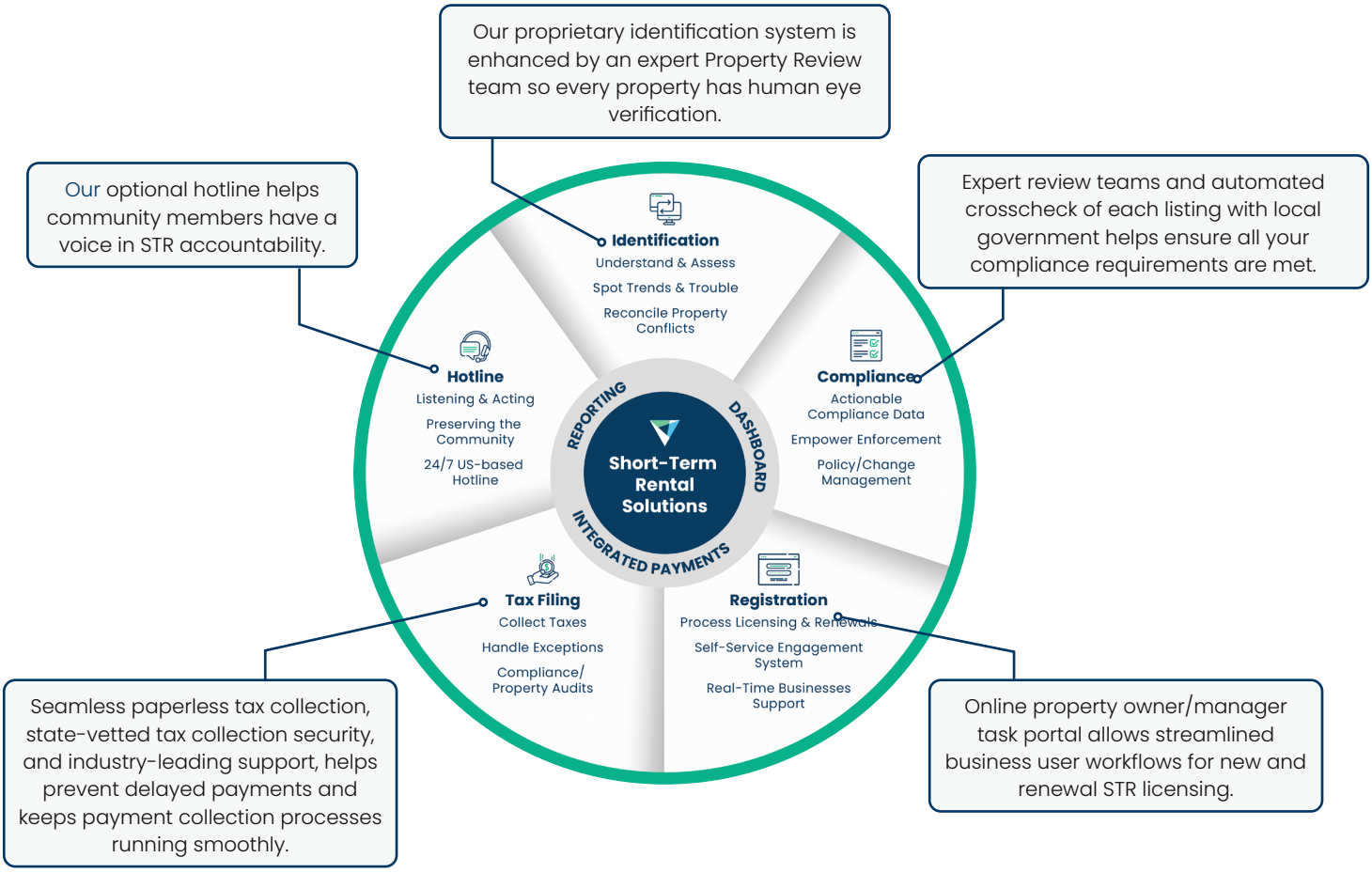
## The Results

Since implementing GovOS STR, North Elba has increased their compliance rate to 87%, issued 275 permits, and generated more than $90,000 in revenue from permit fees.

**Scan to read the full story**

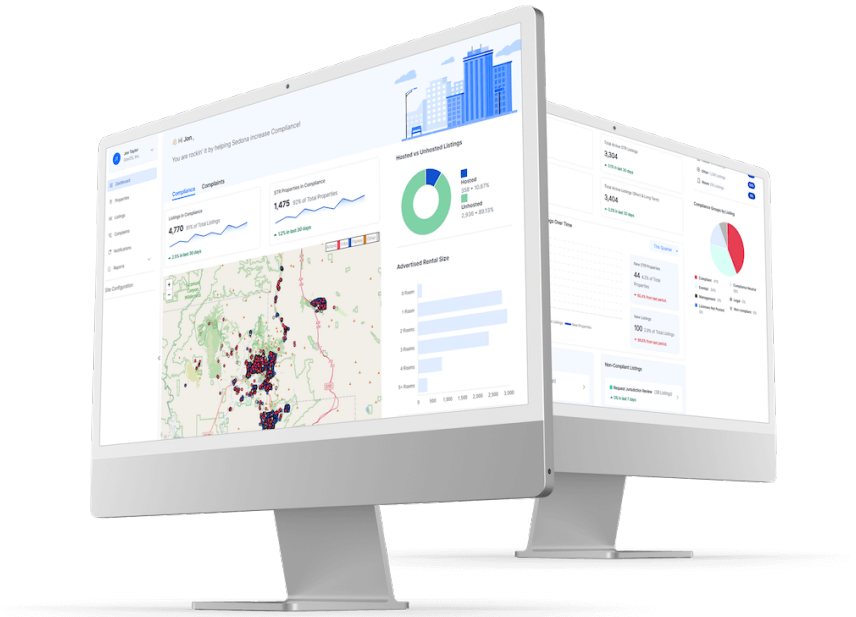
# GovOS STR Solution

The GovOS team has been working with local governments of all sizes with STR goals and requirements since 2005, while other organizations have only recently entered the STR technology space and just begun serving the public sector. Because of our extensive experience, GovOS can provide not only innovative and current technology, but also guidance and best practices so you achieve a successful process that meets your needs.




The GovOS STR solution has positively impacted more than 340,000 STR owners/operators and business owners and has accounted for more than $4 billion in paperless revenue generated. Our STR solution has deep roots in local governments across the country. GovOS has delivered and supported STR solutions for some of the most highly sought-after destinations in the country including communities such as **Dallas, TX, Palm Springs, CA, Hawaii County, HI, Naples, FL, and Hilton Head Island, SC**. We have also assisted **state-level systems in Alaska and Colorado**. GovOS is honored to have one of the highest customer retention rates in the industry, which includes over 20% of our customers utilizing our solution after finding their needs unfulfilled with other providers.

Our STR solution has quickly risen above industry standards and leads the technology space in STR identification, compliance, and code enforcement. Our solution helps jurisdictions streamline their processes and consolidate staff efforts. It was created in the halls of government (by our own Chief Strategy Officer) and designed specifically for local government.



## Precision Identification and Monitoring

Our solution supports community preservation and regulatory compliance. Using proprietary technology, our platform integrates artificial intelligence and automation to keep STR data current and actionable. This enables City of Lago Vista to systematically discover, identify, and monitor STR activities. Our team of STR Data Scientists verifies the accuracy of identified listings in your jurisdiction, ensuring precise and reliable information. This comprehensive data empowers the City to pinpoint STR locations, engage with non-compliant property owners or managers, and rectify discrepancies before rentals begin. The combination of advanced automation and detailed human oversight mitigates potential legal issues, reduces friction between STR owners and guests, and enhances adherence to local rental ordinances.

## Complete Compliance Solution

The GovOS Tax Collection and Registration solutions provide jurisdictions with a comprehensive compliance management system. Our registration system facilitates online registration, renewal, and fee payments through configurable workflow automation and approval routing, helping ensure accurate fee calculations and timely renewals. Our robust tax collection solution streamlines financial administration, delinquency management, and auditing. Advanced reporting tools offer critical insights and transparency, empowering informed decision-making. The 24/7 self-service business center enables business users to manage all licensing and tax requirements through a single user-friendly portal, significantly improving regulatory compliance.

## Continuous Improvement & Ongoing Investment

Working with some of the most sought-after vacation and STR destinations in the U.S., GovOS is uniquely qualified to meet the needs and expectations of your constituents and jurisdiction leadership. Due to the recent growth and regulation of the STR market, GovOS has evolved by providing positive and comprehensive enhancements for our customers, continually improving our product offering by collaborating with tourism destinations nationwide. This deep understanding of the public sector and customer needs has enabled us to scale our product and customer support teams, enhancing our STR product ahead of industry trends. Additionally, our ongoing investment of over $400,000 in research and development for our STR solution ensures we meet the evolving needs of our customers, expanding support services and resources to help you adapt quickly beyond standard identification and compliance needs.

# Key Benefits of the GovOS STR Solution

**Proven & Successful Methodology**

- Successful implementation of projects for 800+ jurisdictions in the U.S.
- Designated support and success teams throughout our partnership.
- System configuration to meet your needs.

**Dynamic Portal Design**

- Secure account access for verified users (owners/property managers).
- Tasks assigned directly to individual accounts.
- Track task progress and send proactive user reminders about outstanding items.

## Comprehensive / Full-Service Platform

### Functionality

- Manages all aspects of your solution providing a complete system of record. Doesn't require an external system to manage transactions and properties.
- Sends automated reminders to property owners weekly regarding outstanding tasks/forms they need to complete.
- Provides built-in functionality allowing you to edit all account/property data, upload documents, add notes, turn on/off tax form automation and create an ad hoc system-wide account information report, all with audit logging of account information changes.
- Does not automatically assign license renewals and tax forms, creating an open liability for the business/properties and putting the burden on the business to check history of outstanding items.

### Financials

- Reconciliation tools allow jurisdiction staff to easily match all online payments received for audit requirements. Includes export or integration options to your General Ledger.
- Process NSF and returned payments easily with in-system tools. Return open balances due for them to repay and record a reversal of their original payment.
- The GovOS platform accounts for in person and mailed payments, closing open licenses or tax forms related to the payment.
- Audit, amendment, and adjustment functionality are native to our GovOS business revenue management system.
- Accurately track under/overpayments and open balances for each business.

### Native Cloud Platform

- Industry-leading security and protection
- "Always-on" system availability
- Scalability to support unlimited growth

### Best-In-Class Solution

- Built from the ground up to solely focus on business licensing and tax
- Feature-rich, highly configurable solution meeting needs of small or large jurisdictions
- Focus on ease of use for both internal staff and the business community

### Velocity Framework

- Product architected for ease of customization
- Pre-defined templates for rapid time to value
- Ease of process | workflow changes to incorporate new requirements

### Self-Service Design

- Online business center provides 24/7 access to licensing portal
- Citizen forms delivered through self-service workflows
- Supports 24/7 service delivery

### Office Automation

- Easily create and maintain configurations
- Workflows configured to meet your unique needs
- Permissions enable teams to interact while maintaining ownership and control

## Key Factors to Consider When Choosing Your Vendor

There are many factors to consider when selecting your solution provider for your STR needs. Below are just some of the elements and functionality we recommend considering before you buy and what GovOS can offer compared to others in the market.

| Ideal State | GovOS | Others |
|---|---|---|
| **Customer Retention Rate** | 98.5% | Varies |
| **Listing Address Accuracy** | 99% | 60% |
| **Configurable to Local Regulations and Jurisdiction's Unique Needs** | ✔ | ✖ |
| **Custom Compliance Statuses** | Unlimited | Fixed |
| **Autonomy in the System** *(e.g., ability to change compliance status, property's emergency contact, mailing address, etc.)* | Self-Serve | Must email support to request changes |
| **Out-of-the-Box Reporting** *(e.g., Gross Earnings by Property, Top Gross Earning Properties by Area/District, Type of Rental, Managed vs. Owner Managed, Advertised vs. Approved Occupancy, etc.)* | ✔ | ✖ |
| **24/7 Bilingual STR Complaint Hotline** | Customizable, Live Operator | Inflexible, Automated |
| **Notification Templates** | Unlimited | Fixed |
| **Strategic Partnerships** | Rent Responsibly, NoiseAware, Breezeway, Proper Insurance | N/A |
| **Add-On Tax Filing Functionality** | ✔ | ✖ |
| **Client's Choice of Payment Gateway** | ✔ | ✖ |
| **Security** | | |
| **SOC 2 Type 1 & Type 2 Certified** | ✔ | ✖ |
| **Multi-Factor Authentication for Admins** | ✔ | ✖ |
| **Hosting Application Data on AWS** | ✔ | Varies |
| **Support** | | |
| **Assigned Account Manager** | ✔ | ✖ |
| **Implementation Training Included** | ✔ | Varies |
| **Average Support Email 1st Response Time** | 2 Hours | Days |
| **Support Available for Jurisdictions and STR Property Owners/Managers** | ✔ | ✖ |
| **Cost of Training Included** | ✔ | Varies |

# GovOS Identification & Compliance Methodology

Through AI-powered property identification technology, our expert Data Scientists and Property Review Analysts produce the highest property identification rates in the industry. On average, our solution and team accurately match 99% of STR ads to properties after an initial eight-week census. Our team can match 99% of new ad listings, which our solution gathers and adds to the database.

Key examples of our proprietary property identification technology and processes we use to achieve these results include:

- **AI-Powered Listing Monitoring:** GovOS proactively detects listings when they are put online by using proprietary listing monitoring AI. Our monitoring tool not only outperforms industry average uptime, but it also proactively finds listings on multiple online travel agency (OTA) platforms that advertise the same property. Proactive duplicate identification leads to quicker compliance findings and improved code enforcement staff efficiency.
- **Custom Compliance Monitoring:** GovOS enables City of Lago Vista to tailor the compliance statuses we track exactly to your policies and ordinance. We are not a one-size-fits-all solution. We provide a configured compliance system that collects the data required to monitor STR compliance to your specific ordinances.

**The Human Touch**

The GovOS difference is the care to verify **every listing** by human eye.

- **Human Verification:** Once our suite of systems completes data collection and identifies STR properties, our Property Review team investigates further to confirm the exact address and owner details of each STR. This team uses state-of-the-art investigative methods that we have been honing for over a decade to deliver precise and rapid results.
- **Reverse Geocoding:** We determine the physical addresses associated with the advertised location markers that OTAs use to indicate the location of an STR using algorithmic methods. As previously mentioned, our human review teams identify the actual address of the STR, which is frequently different from these claimed places. Tracking these advertised addresses lets you know exactly where properties are advertised so you can identify tourism draws targeted by STR operators in your jurisdiction.

**During this process our software and Property Review team will accurately identify:**

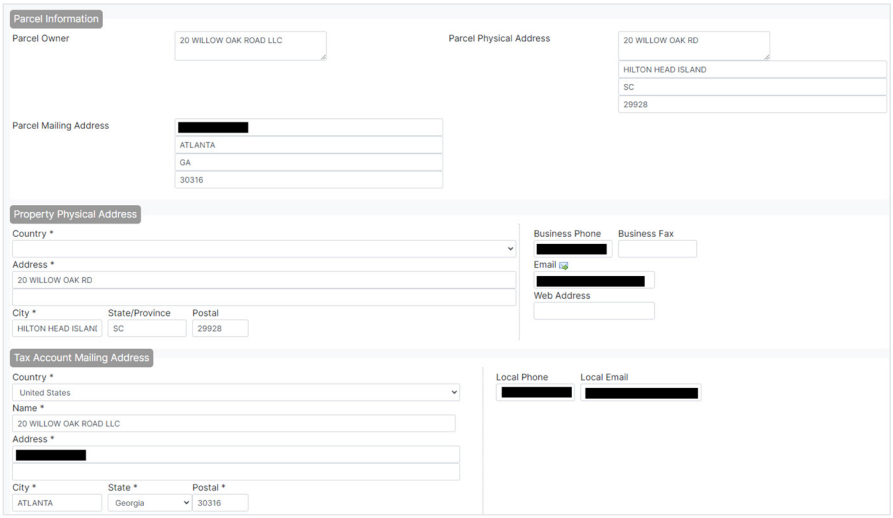
- ✓ STR Ad Platforms & Links
- ✓ Property Location & Physical Address
- ✓ Management Type
- ✓ Operator Name
- ✓ Property Type
- ✓ Number of Bedrooms
- ✓ Estimated Date Ad Was Posted
- ✓ Import Actual Tax Collection Data
- ✓ Advertised vs. Maximum Occupancy
- ✓ Parcel Record/GIS Data
- ✓ Owner Mailing Address
- ✓ STR Compliance Status
- ✓ Entire Unit vs. Room for Rent
- ✓ In/Not-In Jurisdiction Limits
- ✓ Minimum/Maximum Stay Limits
- ✓ Estimated Calendar Booking Activity
- ✓ Cross Reference City Permit Data
- ✓ Average Daily Rate

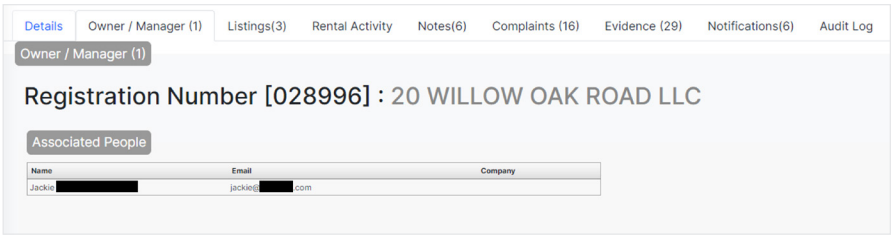
## Identification & Monitoring Capabilities

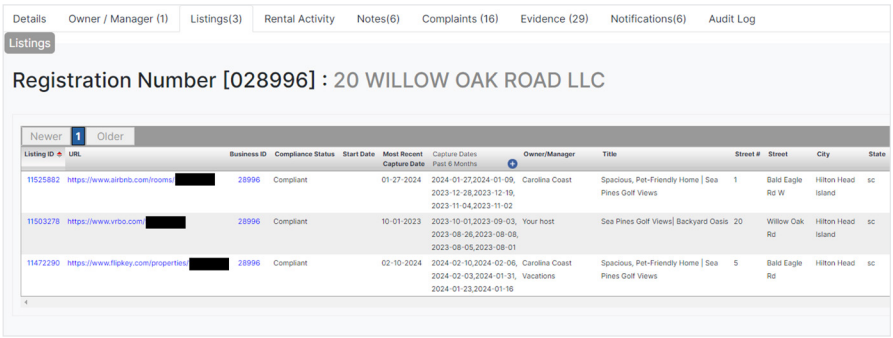
The GovOS STR solution will gather the advertisements and associated data from the top national short-term rental platforms for all STRs located within the City. If individual property owners or local property management companies advertise exclusively on local hosts' websites, custom scrapes can be added to help ensure our solution is capturing all advertisements within the City.

In partnership with your designated Customer Success Manager (CSM), an initial census will be conducted by our Property Review team to match each advertisement to a parcel or property record. Through an ongoing scrape and review process, the Property Review team will keep track of and identify your STR marketplace following the census. This gives the City access to real-time compliance data, such as the full property address, property ID number, owner name, property listing, property rental website, photos, and more, when combined with our Listing Tracker tool.

We have completed similar STR identification efforts for North Little Rock Convention & Visitor's Bureau, AR, Hot Springs, AR and Knox County, TN. The screenshots below show an example of a matched property record, along with links to its three STR advertisements, an owner contact address (redacted for privacy), and a verified address.



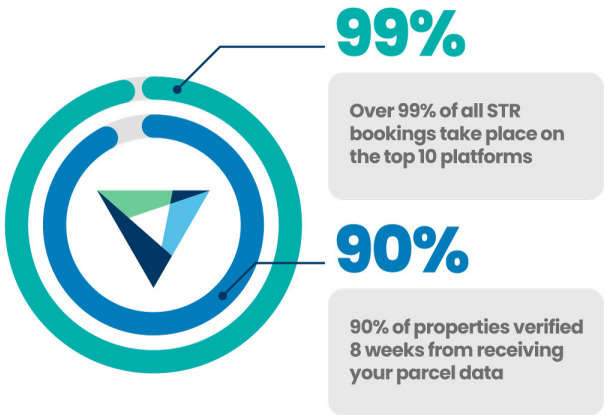



## Data Gathering for Property Identification

In addition to the five major site families (Vrbo, Airbnb, Expedia, Flipkey, and Booking.com), we continuously gather data from the listing sites shown below.

## Monitoring Relevant Sites for Actionable Results

Ongoing analysis of the STR marketplace in the last decade clearly shows over 99% of all STR bookings take place on the top 10 industry platforms, all of which we actively monitor. In addition to the five major site families (Vrbo, Airbnb, Expedia, Flipkey, and Booking.com), we continually monitor additional sites with unique independent listings that will provide our customers with relevant information - avoiding extraneous listings on marginal sites that could cause potential issues for the City.




Locating accurate listings to increase STR compliance standards is the main goal in monitoring the City STR market. You need to be able to implement actionable results. Issues from mis-categorized or mis-identified properties from superfluous sites could cause the City unintended consequences including costs to address errors and potential community dissatisfaction.

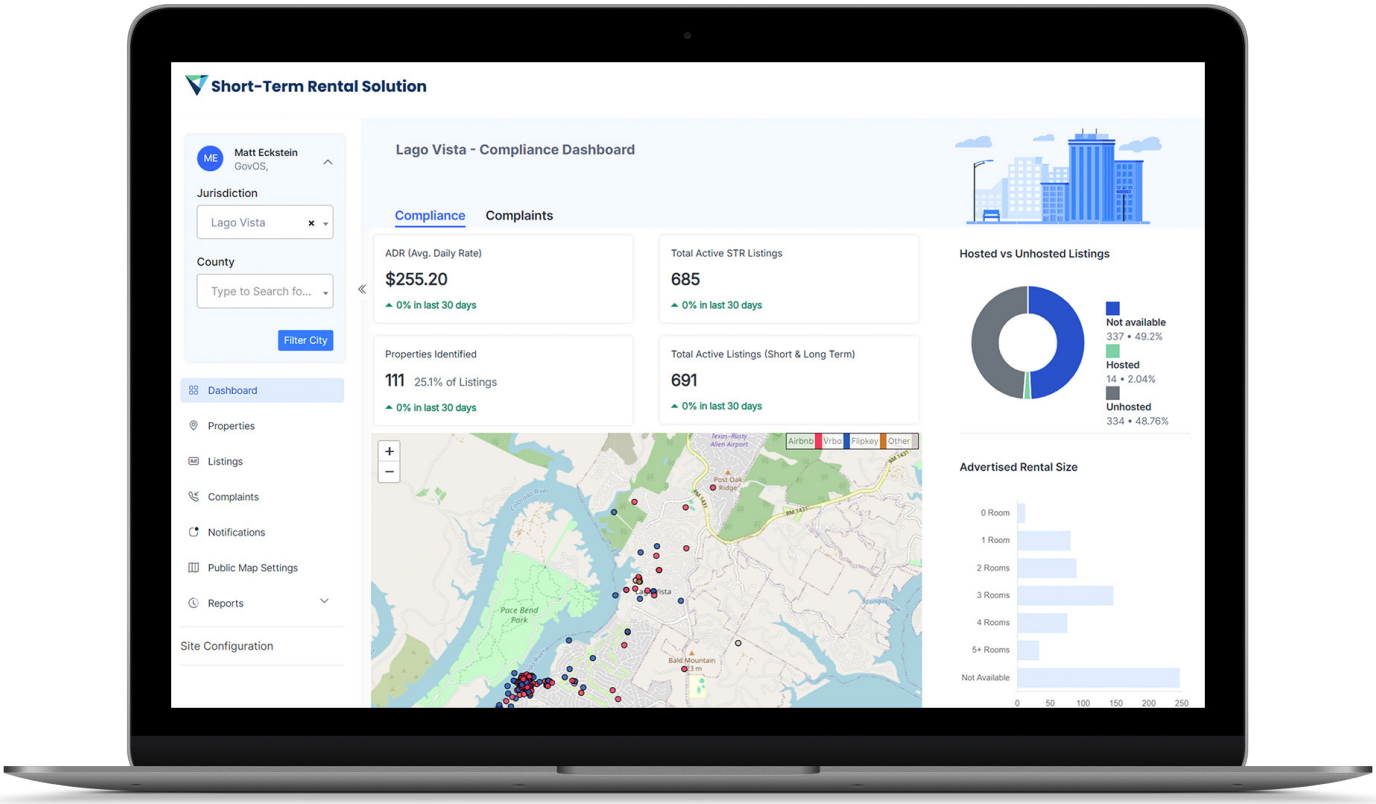
# Short-Term Rental Solution Dashboard & Reporting

When the City of Lago Vista partners with GovOS, we create a configured cloud-based portal that both our team and your staff will utilize to manage STR registration/permitting, monitoring, compliance, enforcement, notifications, and licensing compliance. City users will receive unique login credentials to access our solution 24/7/365.

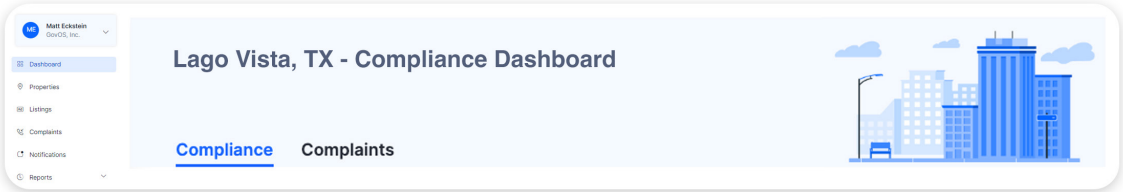
Our Dashboard Map is a search engine that provides everything you need to know about each STR identified in your market. It displays the aggregated data our proprietary programs consolidate from the STR market. Each dot represents a clickable STR ad listing. Each listing's hosting ad platform is represented by a dot color.

**Our Dashboard provides live views of:**

- ✓ Total number of STR ads
- ✓ Number of ads in each ad platform
- ✓ Compliance/non-compliance status
- ✓ Average daily pricing for STR listings
- ✓ Number of new listings per month
- ✓ Breakdown of property types including number of bedrooms

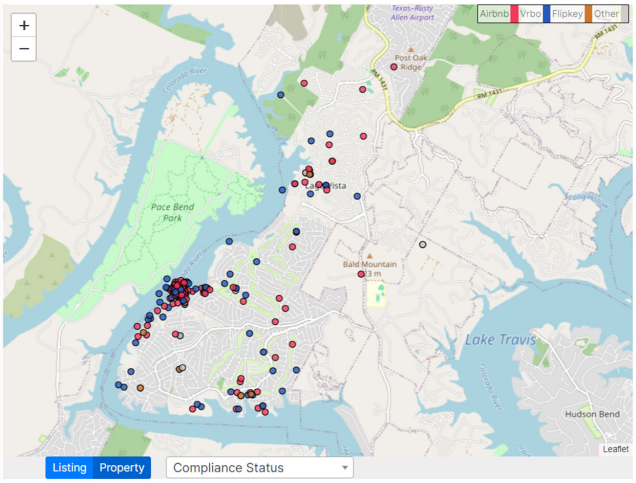



**CITY OF LAGO VISTA DASHBOARD SAMPLE - FULL INITIAL CAPTURE CAPABILITY SHOWN ON FOLLOWING PAGE**




Listings in Compliance
47 7% of Total Listings
0% in last 30 days

STR Properties in Compliance
3 3% of Total Properties
0% in last 30 days




ADR (Avg. Daily Rate)
$255.20
0% in last 30 days

Total Active STR Listings
685
0% in last 30 days

Properties Identified
111 25.1% of Listings
0% in last 30 days

Total Active Listings (Short & Long Term)
691
0% in last 30 days

New Properties and Listings Over Time
This Quarter

New STR Properties
0 0% of Total Properties
0% from last period.

New Listings
1 0.1% of Total Listings
99.1% from last period.

Compliant Listings

Compliant (2 Listings)
0% in last 7 days

Compliance Neutral (44 Listings)
0% in last 7 days

Exempt (1 Listings)
0% in last 7 days

Non-Compliant Listings

Request Jurisdiction Review (5 Listings)
0% in last 7 days

Non-Compliant (94 Listings)
0% in last 7 days

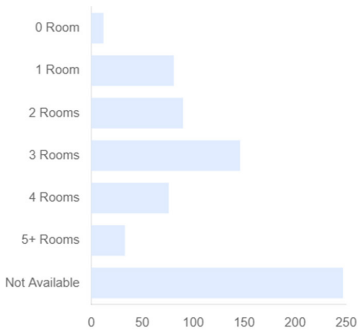
Pending Review (527 Listings)
0% in last 7 days

Needs More Research (10 Listings)
0% in last 7 days

Hosted vs Unhosted Listings

Not available
337 • 49.2%
Hosted
14 • 2.04%
Unhosted
334 • 48.76%

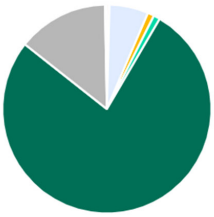
Advertised Rental Size




Advertised Property Type

Apt/Condo 185 Listings 27%
House 179 Listings 26%
Not Available 27 Listings 4%
Other 271 Listings 40%
Room 23 Listings 3%

Compliance Groups by Listing



Compliant 0.3%
Request Juris... 1%
Exempt 0.1%
Pending Revie... 77%
Compliance Ne... 6%
Non-compliant 14%
Need More Res... 1%
Invalid statu... 0.3%

# Determining Property Compliance Status

As part of this workflow, your team will supply the GovOS team with permit and parcel data so they may build a new database that is connected to our ad software. Every new ad listing in the database will instantly be assigned a compliance status by GovOS, which will also continuously monitor and scrape local ad listings. Every advertisement is thoroughly examined by our Property Review team to determine the property location and compliance status.

City of Lago Vista will have access to our Client Tech Support team who works with your staff to develop the fully configured compliance statuses that align with specific details of local ordinances, corresponding zoning regulations, and community goals. To precisely track each property's permit status, our Property Review team cross-references information from advertisements with active permits. Additionally, our Property Review team finds new rental properties that are operating without a permit.

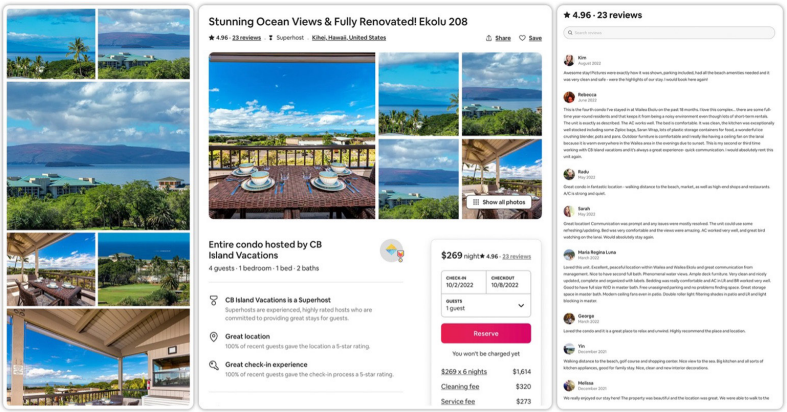
STR data can also be uploaded so that our system can compare the estimated STR owed based on calendar booking activity with actual STR recorded to find variances and underreporting properties.

**Common and potential compliance status examples include:**

- ✓ Compliant
- ✓ Outreach – Non-Compliant Coastal Zone/ Property Type
- ✓ Property Manager Outreach – Expired Permit
- ✓ Exempt – HOA/Private Community
- ✓ Hotel/Motel
- ✓ Outreach – New Property, Permit Required
- ✓ Outreach - Advertised Occupancy Exceeds Property Occupancy Limit
- ✓ Excluded - Long-Term Rental, >30 days
- ✓ Tent/RV/Tiny Home
- ✓ ADU

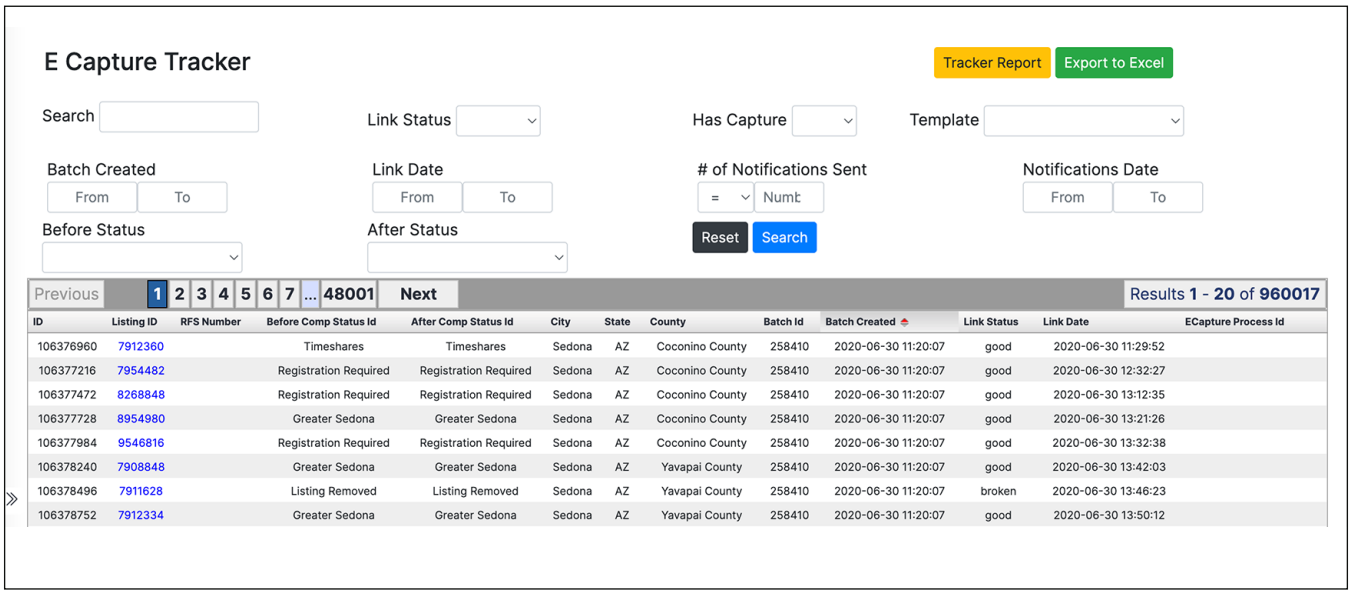
# Evidence Capture Tool

Our Evidence Capture tool runs all listings in your community on a continuous basis. Captured data includes all text on an ad listing page (including text under "show more" links), all reviews, and high-resolution screenshots of every photo in the listing's photo gallery. Your team can export an entire batch of PDFs for a specific property or date range to provide to your attorney's office or other compliance measures used outside of our solution. All data is backed up to our servers twice daily.



# List Tracker Feature Report

Our Listing Tracker is a reporting tool leveraging our Evidence Capture tool to discover STR owners who may be actively evading STR compliance. Using automation, it can track and record when inactive ad listings are removed from a listing site and are reactivated. Listing Tracker runs constantly to capture evidence as soon as a property's listing becomes active again. A user can filter this report to include notifications previously sent. Our customers use this feature for instances when a property has been sent a "Cease & Desist" letter to stop renting and need evidence to prove the property owner continues to advertise.




| ID | Listing ID | RFS Number | Before Comp Status Id | After Comp Status Id | City | State | County | Batch Id | Batch Created | Link Status | Link Date | ECapture Process Id |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 106376960 | 7912360 | | Timeshares | Timeshares | Sedona | AZ | Coconino County | 258410 | 2020-06-30 11:20:07 | good | 2020-06-30 11:29:52 | |
| 106377216 | 7954482 | | Registration Required | Registration Required | Sedona | AZ | Coconino County | 258410 | 2020-06-30 11:20:07 | good | 2020-06-30 12:32:27 | |
| 106377472 | 8268848 | | Registration Required | Registration Required | Sedona | AZ | Coconino County | 258410 | 2020-06-30 11:20:07 | good | 2020-06-30 13:12:35 | |
| 106377728 | 8954980 | | Greater Sedona | Greater Sedona | Sedona | AZ | Coconino County | 258410 | 2020-06-30 11:20:07 | good | 2020-06-30 13:21:26 | |
| 106377984 | 9546816 | | Registration Required | Registration Required | Sedona | AZ | Coconino County | 258410 | 2020-06-30 11:20:07 | good | 2020-06-30 13:32:38 | |
| 106378240 | 7908848 | | Greater Sedona | Greater Sedona | Sedona | AZ | Yavapai County | 258410 | 2020-06-30 11:20:07 | good | 2020-06-30 13:42:03 | |
| 106378496 | 7911628 | | Listing Removed | Listing Removed | Sedona | AZ | Yavapai County | 258410 | 2020-06-30 11:20:07 | broken | 2020-06-30 13:46:23 | |
| 106378752 | 7912334 | | Greater Sedona | Greater Sedona | Sedona | AZ | Yavapai County | 258410 | 2020-06-30 11:20:07 | good | 2020-06-30 13:50:12 | |

# Code Enforcement Activities

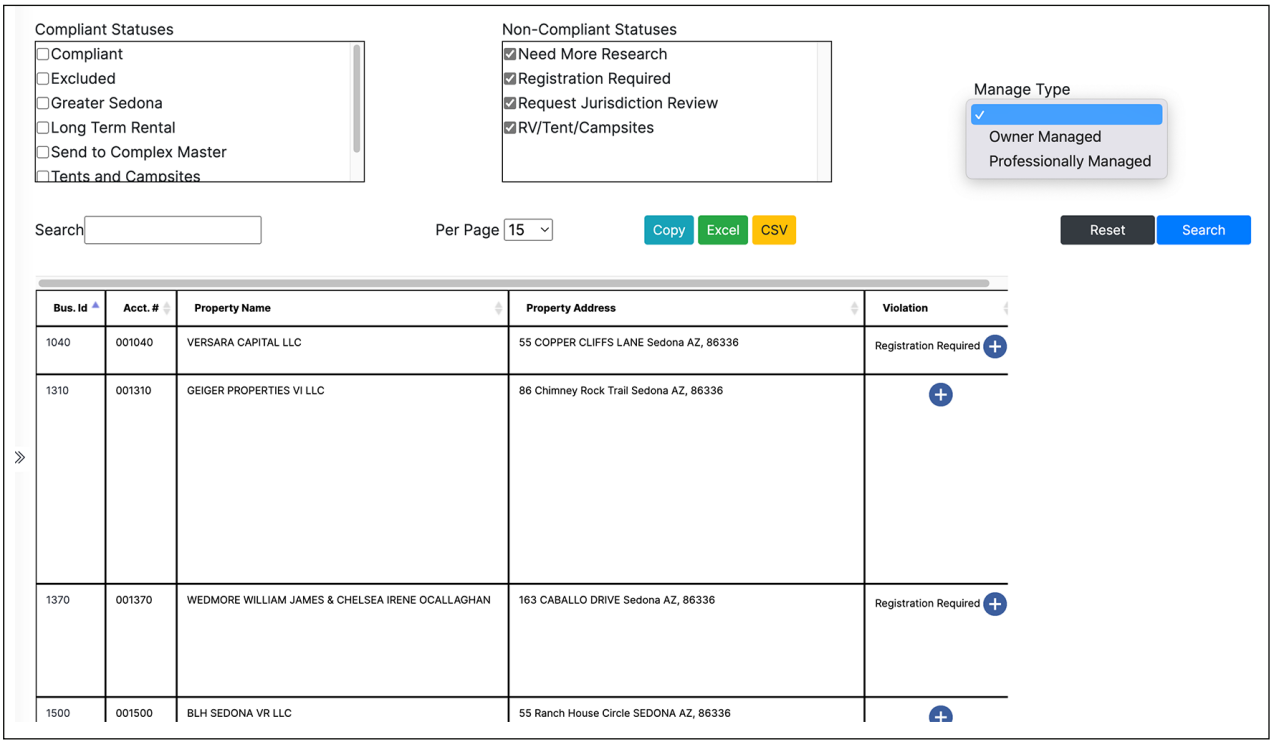
Every ten minutes, our Listing Tracker tool keeps track of which non-compliant STR listings are removed and reactivated. At the same time, our Evidence Tracker tool uses our Evidence Capture tool to take high-resolution screenshots of the complete ad listing and records each incident of a non-compliant ad listing. Your staff and our team can view reports relevant to each compliance status group by clicking on the group on the dashboard.

> **"Our communication with property managers has increased 100%. It's just been fantastic."**
>
> **Ryan Dunning**
> *Property Tax Specialist*
> *Deschutes County, OR*

A user can send batched (bulk) non-compliant notifications or address issues with individual STR properties. The GovOS team and your Client Tech Support Rep are knowledgeable about this process and are available as a resource for the City's Code Compliance Division (if applicable). Our team can help with strategy development by utilizing the tools and best practices in our system.

# Non-Compliant Property Reporting Tool

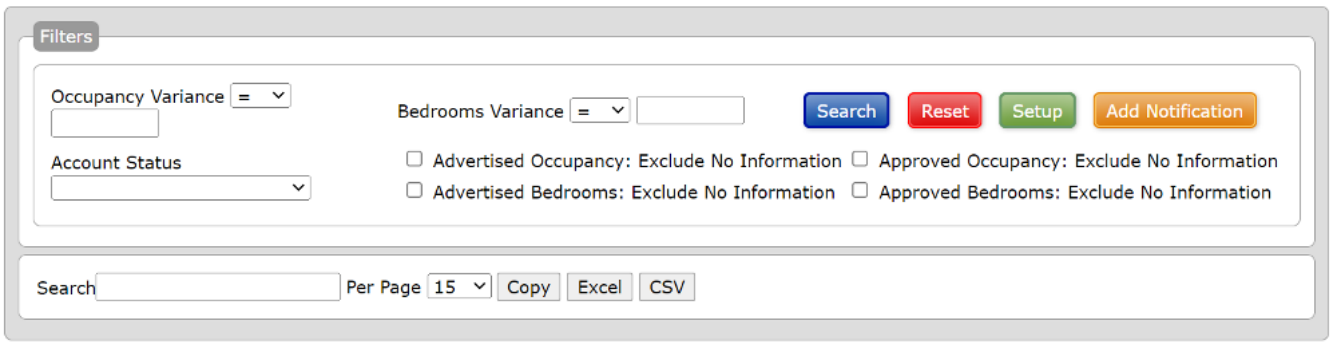
Our Non-Compliant Property Reporting tool is a code-enforcement command center that aggregates and arranges properties based on their non-compliant status. All the STR property information, violations, links to previous outreach notifications, complaints, and action notes are included in the report.




# Advertised vs. Approved Occupancy Reporting Tool

Our Advertised vs. Approved Occupancy report allows jurisdictions to easily flag advertisements listing a 'bedroom/people sleeps' count higher than approved by the City. This report has been logically constructed to align with the functions of the ordinance, which allows for a maximum of 10 persons per short-term rental, or two people each bedroom plus an additional four people. A flag is applied to any STR property that does not fit within specified boundaries.

Thanks to a quicker notification process, our technology can alert the owner of a violation and give smart fields with guidance on how to resolve the occupancy violation.



## Targeted Outreach & Notifications

GovOS will assist City of Lago Vista in creating configured notification templates and instructions for property owners depending on their compliance status. Our outreach methods are fast, simple, and effective.

The City of Lago Vista can issue batched (bulk) notifications based on compliance status, suspension notices, zoning, property type, specific owner/manager, etc. Property/listing details for each STR in the GovOS database will auto-populate smart fields (i.e., full name, address, phone number, and more) within each notification. You can then print letters to physically mail, or issue e-notifications and track when they are opened. Copies of notifications sent are saved in the database.

City of Lago Vista can create unlimited notification templates to use in any number of STR-related situations. Standard GovOS notification templates include:

- Information about new or current STR regulations
- Instructions on how to come into compliance
- Description of a violation (i.e., illegal STR type) and consequences if a property continues to advertise
- Reminder(s) to remit taxes after the property owner has registered the STR or prior to filing due dates

## City of Lago Vista Administration's Approval Process

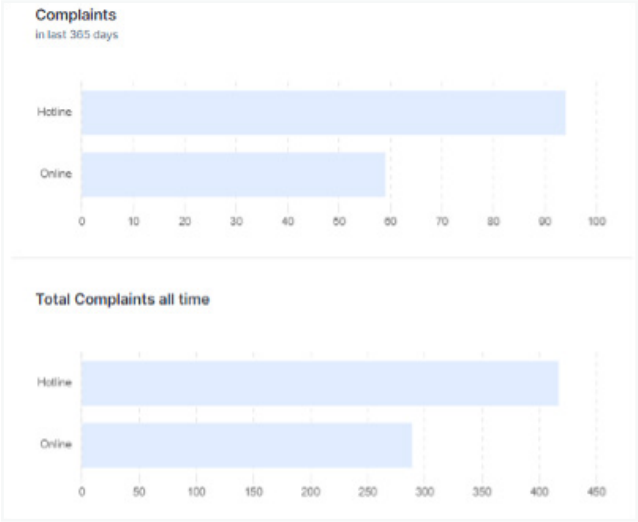
Our approval process allows your staff to review submitted documents and enables easy-to-use cross-departmental collaboration (including inspections, account edits, and configured business owner outreach). Once staff approves an application, the details are auto populated in the business' profile. The approval also activates the underlying automated renewal registration settings.

**"I love the format that GovOS provides with proof someone is operating a rental. We can follow up with them and create a paper trail to show exactly why we did what we did. We had no way of doing that before and we're so grateful to have the tool."**

**Rob Mitchell**
*Assessor of Property*
*Rutherford County, TN*

# Mobile-Enabled Complaint Form

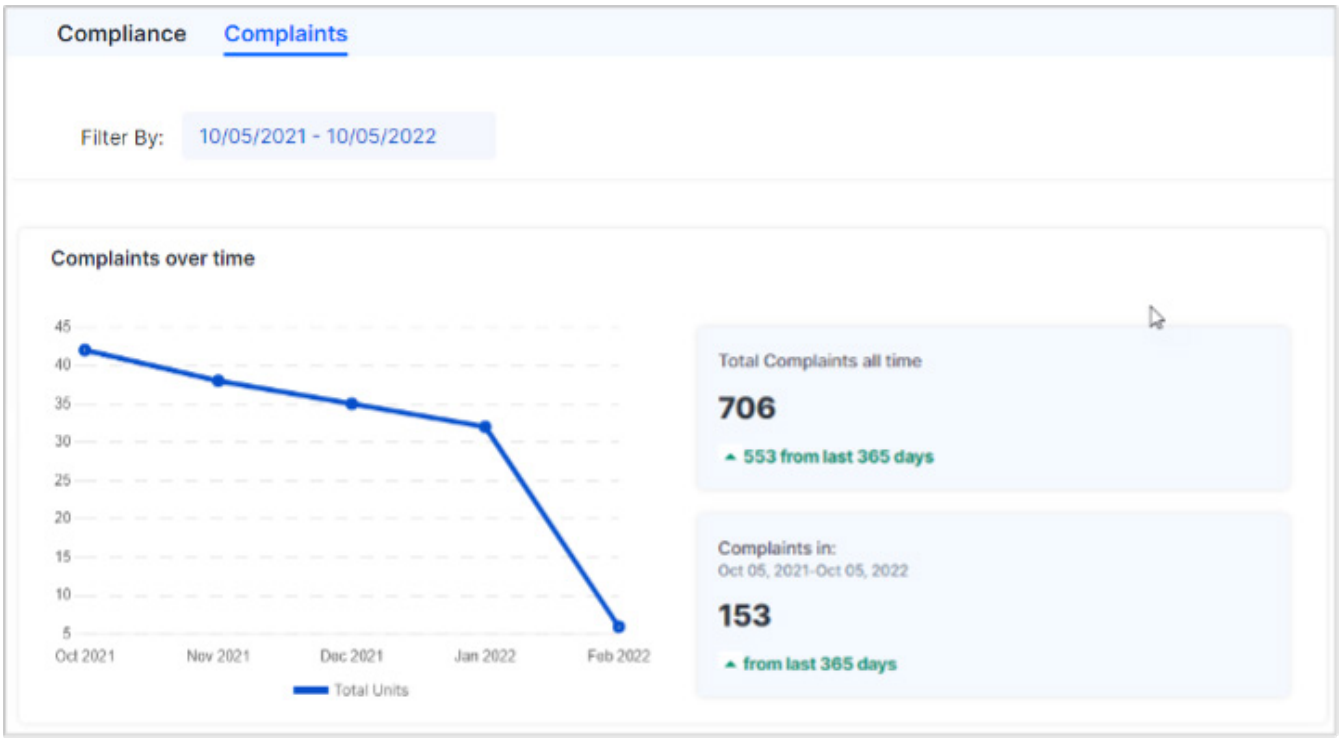
Our Mobile-Enabled Complaint Form is available online to the public, allowing your constituents to submit STR-related complaints. This form can be embedded into the City's website.




When a complaint form is submitted, it enters the centralized online complaint database. This database is a Code Enforcement dashboard offering additional reporting functions. All complaint form information is uploaded to the GovOS database. From the database, your staff can track complaint information and compliance actions taken in response.

**Our database tracks the following information:**

- Date, time, and reported concern for complaints (trash, noise, etc.) lodged against an STR property
- Description of the complaint
- Name and contact information for persons lodging complaints against an STR property
- Full documentation of incidents/complaints, including uploaded documents, photos, audio/video recordings
- Copies of any correspondence with STR operators
- Copies of all notifications and notices



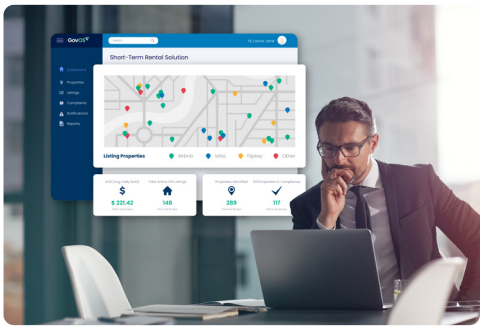
# GovOS Partner Program

The GovOS Partner Program empowers local governments with access to strategic partnerships not available through any other technology provider. Rooted in the commitment to foster relationships that unite government agencies, businesses, and constituents, the GovOS partner ecosystem enriches community-building while offering technology that maximizes revenues and efficiency for our customers. GovOS not only provides technology but also delivers a complete ecosystem for business compliance.

GovOS leads the way in addressing the challenges tied to the STR industry. Teaming up with selected partners, this alliance is a fusion of industry-leading expertise that offers comprehensive solutions. At its core is GovOS. The alliance forms a distinct niche: embracing technology innovation, best practices, and community well-being. These unique partnerships set GovOS apart in the STR sector as we stand alone with our exclusive STR industry partnerships.

## Ordinance Consultation

The GovOS Ordinance Consultation is a resource facilitated by our Government Affairs Consultant. With a 24-year background in local government—encompassing areas such as planning, zoning, housing and building development, and business license management—our consultant provides three hours of consultation to GovOS customers. The goal of the consultation is to help communities improve or craft ordinances that are fair, efficient, and enforceable.



## Short-Term Rental Owner/Operator Education

**Rent Responsibly** is an impactful community-building and education platform for local STR alliances. GovOS and Rent Responsibly join together to drive higher compliance rates through education and responsible renting practices. During the first 90 days from the Go-Live date with GovOS, Rent Responsibly will help drive higher compliance rates by opening multi-channel communication options with STR owners, executing compliance campaigns, and providing good neighbor education.

## Community Preservation

**NoiseAware** is a pioneer in privacy-conscious noise-monitoring technology. The NoiseAware technology works alongside the GovOS STR hotline, promoting community well-being by addressing noise concerns. Our exclusive partner pricing includes a 25% discount on indoor and outdoor noise monitoring sensors and services specifically designed to protect community quality of life and drive higher.

## Health, Safety & Welfare

**Breezeway** provides STR safety inspections to bolster guest safety and code compliance. The ability for GovOS customers to utilize the Breezeway inspection resources in tandem with licensing software is an exclusive offering no other technology company provides. Breezeway provides unique partner pricing to STR owners located in GovOS customer locations.

## Insurance for Short-Term Rental Owners

**Proper Insurance** is the nation's leading short-term rental insurance provider protecting homes in all 50 states, replacing inadequate Homeowners/Landlord policies. Their comprehensive coverage meets or exceeds standard short-term rental requirements with $1M Commercial Liability (CGL) and unmatched protection for property and revenue. Additional custom coverages include guest-caused theft/damage, amenity liability (bikes, kayaks, hot tub, etc.), bed bugs, fleas, squatters, and more.

## Other Partners in the GovOS Ecosystem

The GovOS Partner Program is committed to building resilient communities and delivering innovative solutions. Through strategic collaborations, our alliance provides a space for local governments to exchange best practices, drive operational efficiency, and foster a more connected government through innovation.

### The GovOS Partner Program is Proud to Collaborate with Organizations Across the Nation

Our Multi-Channel Support allows customers to choose the channel that is most convenient for them.

Our streamlined workflows make resolution easier by moving tickets through support tiers and utilizing cross functionality so that the right teams are engaged.

We examine customer feedback and support metrics to better understand needs and pain points, then make data-driven improvements to our support processes for continual service quality improvements.

We foster cross-functional collaboration and knowledge sharing to help improve support quality.

# GovOS Provided Maintenance Services

## Industry Leader in Short-Term Rental Security Standards

Our engineering team maintains our servers 24/7/365 so there is no impact on your IT team. Your staff and property users can trust our 99.99% level of up-time and industry standard for system security.

**Our security and compliance features include:**

- SOC2 level security compliance
- Full-time availability of production site, 365 days a year
- Active Firewall, SSL Encryption, and GeoTrust SSL
- Provide and manage testing and development sites
- Unlimited number of users, including both property and jurisdiction users
- Unexpected outage recovery and emergency response

GovOS leverages Amazon Web Services' (AWS) multimillion-dollar investment in security and infrastructure. This ensures a highly secure and reliable, scalable, and low-cost infrastructure platform in the cloud. AWS hosts our applications AND our customer data.

## Commitment to Innovation – Feature Releases

We are passionate about remaining innovative for our customers to improve efficiency, compliance, and revenue. New features built based on feedback from our customers, and their property owners/managers are released several times throughout the year. We help ensure our customer communities are at the forefront of emerging technologies and are well-positioned to anticipate and address current and future needs of your STR ecosystem.

**Your Software-as-a-Service subscription includes:**

- Product releases and engineering support
- New product features releases (users are made aware of new features prior to their release)
- Software engineers who resolve functional issues with existing features

# Data Security & Accessibility

## Secure Access & Permissions

- Multi-factor authentication is required to access any sensitive data in our solution.
- Each system user can be granted unique permissions to control what they can and cannot access within our solution.
- User permissions support segregation of duties and protect sensitive data. GovOS works with staff to set up each user with appropriate permissions from an extensive list of options.

## Data Accessibility

- Our role-specific user permissions allow the City to offer a public-facing site for property owners and managers to manage their compliance 24/7/365.
- Jurisdiction users have access to all data records in our solution, allowing the jurisdiction to craft multiple user groups to manage distinct levels of access for varying departmental users.
- The jurisdiction owns the data in the GovOS solution. They can choose to share the data with the public when required.
- Should the jurisdiction change providers, all data in GovOS will be relinquished.

## Data Storage & Redundancy

- Our databases utilize the RDS hourly back-ups with a 35-day retention life cycle.
- Backups utilize a real-time database backup system to a secondary RDS instance in a different region. Using AWS, backups are taken every five minutes and stored for 30 days.

## Data Privacy & Encryption

- GovOS implements GeoTrust SSL certificates on site to ensure all data between the business owner and our server is encrypted using the industry standard AE-256 encryption algorithm.
- Our solution containing Personal Identifiable Information is **SOC2 Type II** certified.

# Information Security

Our infrastructure is Amazon Web Services (AWS) based. We have extensive security and monitoring in place. Our data in transit (website to the database, database to the website) is encrypted using industry standard SHA-256RSA algorithms, and our data at rest (stored in the database) is encrypted using AES-256 encryption algorithm.

## Security Overview

GovOS security objectives are driven by our government entity customer needs. Our online business compliance platform and short-term rental compliance tools provide the highest level of security and privacy available to meet our customers' needs.

GovOS has established operational requirements that support the achievement of security commitments, relevant laws and regulations, and other system requirements. Information security policies define an organization-wide approach to how systems and data are protected. These include policies around how the software is designed and developed, how the solution is operated, how the internal business systems and networks are managed, and how employees are hired and trained. In addition to these policies, standard operating procedures have been documented on how to carry out specific manual and automated processes required in the operation and development of the GovOS platform.

## Infrastructure & Security

- Our solutions are developed for and utilize cloud-based technology for better and faster access anytime, anywhere.
- The primary infrastructure used to provide the GovOS solution is **Amazon Web Services**.
  - AWS hosts both our applications and our customer data.
  - Our solution security leverages Amazon's multibillion dollar investment in security and infrastructure.
  - This ensures a highly secure and reliable, scalable, and low-cost infrastructure platform in the cloud.
  - Competitive solutions use private clouds and have significantly less investment in security.
- Our servers all have **24/7/365 monitoring** and instant alerts for any unusual activity including:
  - Spiking CPU usage
  - High memory usage
  - Low disk space
  - Attempted attacks from outside parties
- Our environment utilizes **redundancy systems for high availability**, i.e., if any server is too busy, another is used.
  - Real-time, instantaneous backups in multiple regions.
    - For example, if there is an outage in California, we can move to servers in another region to minimize any downtime.
- **Encryption technologies used to protect customer data** both at rest and in transit. This means that all data, both onsite and in the database, are secured via the highest encryption protocols.

- Every web and database server are behind a smart load balancer that **restricts access** from certain locations. This functions as an additional security system, which can detect attacks and attempts to disrupt service.
- **Secure Server Administration** is only accessible to a limited number of GovOS administrators via secure Virtual Private Network (VPN) connections utilizing the latest multi-factor authentication technology.
- **Multi-factor authentication (MFA)** is required for administrator access to our solution. Usernames and passwords are important but are vulnerable to cyberattacks. MFA enhances our product security by requiring users to identify themselves by more than a username and password.

# Implementation

GovOS®

# Deployment Methodology & Approach

GovOS has built a customer-centric deployment methodology that revolves around creating a successful customer experience and help you achieve your business goal and time to value. We have established the GovOS Deployment Strategy (DS), a proven innovative and collaborative framework which allows us to partner with our customers. This methodology allows our customers to quickly make decisions based on our out-of-the-box configurations, learn how our best practices will change and improve workflows, and identify any additional features or functionality required to make you successful. GovOS DS also focuses on making sure all stakeholders are involved in identifying requirements and risks to accelerate the decision-making process. A proven innovative and collaborative framework which allows us to partner with our customers to help ensure on-time delivery of your project.

**The four key pillars to our methodology are:**

## Partnership

Partnering with you to understand and document your current processes and desired business outcomes.

## Industry Experience

Our Implementation team has worked with municipalities across the country and understands best practices to guide you through Implementation journey.

## Interactive System Validation

A process by which your team works side-by-side with our Implementation team, wherein you can see, use, and approve work as it is being completed. Helping to eliminate last-minute changes that can delay an on-time Go-Live in your new system.

## Success Driven Rollout

Extensive persona-based User Acceptance Testing and Multi-Phased System training, helping ensure you and your team will become successful users of GovOS and help drive value and adoption.

The Project Team will develop a plan to align with the City by gaining knowledge of your goals, objectives, community and organizational culture, and needs through the implementation Discovery Phase and configure your system so it is functional on Day 1. Our team of professionals will provide the service, training, and support your staff requires to be successful.

We pride ourselves in providing our customers with a service and support model that is unique to the marketplace. Our model empowers our associates to make decisions and advocate for your goals, making it quicker and easier for you to get the answers you need, when you need them.

## Your Key Project Team will Consist of:

### Project Manager

Your Project Manager will be your primary point of contact during the implementation of your solution. The Project Manager facilitates the Discovery Phase of implementation with kickoff meetings with system administrators to outline the final project and detail initial data requirements. They collaborate with you to facilitate and implement your solution, so it is configured to best match your needs.

### Configuration Specialist

Your Configuration Specialist schedules recurring meetings with customers for User Acceptance Testing (UAT) training and feedback. Your staff begin testing scenarios to confirm our system is configured to desired specification.

### Lead Data Analyst

Your Data Specialist will help to ensure the accurate and smooth transformation of data from your current system to our Tax & Compliance solutions, adhering to project timelines and quality standards through effective communication and collaboration with other project team members.

### Trainer

Your Trainer is responsible for providing training to your team members. They will design and develop configured training to align with your goals and objectives, and create training materials, presentations, and resources that facilitate effective learning.

In addition to the project staff, an executive from GovOS will oversee the project and ensure the overall success of the project. The executive will also serve as City of Lago Vista's point of escalation. The executive may attend meetings to make sure the project is progressing in line with your expectations.

To promote a comprehensive implementation process and user adoption of our STR management solution, we designate an in-house team of implementation experts after contract signing so our team is ready when you are to start your project. Your GovOS team will provide guidance for industry best practices and deliver a unique and thorough implementation experience by leveraging their extensive backgrounds in customer success, project management, finance, and software engineering.

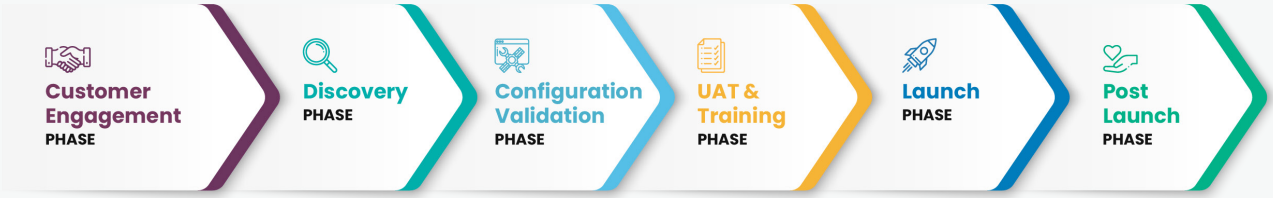
Our goal is to provide the tools and training needed so your team is empowered to fully utilize our solution and maximize compliance results. Our implementation team will collaborate with your designated STR solution administrator to coordinate the process.

Upon receipt of the signed contract and required items, GovOS will schedule a kickoff meeting with your STR team to discuss initial project requirements and outline the conversion process. This meeting will set your STR team up for success by outlining initial deliverables and explaining the conversion process. The kickoff meeting will capture initial information necessary for your GovOS project team to begin developing and configuring the City's solution.

During implementation, your designated Conversion Specialist will lead a Discovery Phase with the City's team. In the Discovery Phase of the process, we will define your marketplace and your expectations from the GovOS solution. Each outcome is met by configuring the GovOS solution to match the City's needs.

## Our Proven & Successful Implementation is Divided into Six Main Phases

GovOS's 6-phased approach to implementation builds off the Methodology by creating an interactive process where you and your team works alongside the Implementation Team throughout the project.



## Customer Engagement (Project Kick-Off)

Your GovOS Project Manager will schedule a kick-off meeting with your project Stakeholders to outline the project, discuss implementation details and methodology, and set up a complete series of discovery meetings to capture any requirement gaps. Your Project Manager will also serve as your primary point of contact for the duration of implementation.

**Key Deliverables:**
(1) Detailed Project Schedule
(2) City Approved Configuration Requirements

## Discovery

Your GovOS Configuration Specialist will lead a series of Discovery Workshops that will allow us to understand your current work processes and desired business outcomes. From these discovery workshops the GovOS team will then be able to start the configuration of your system based best practices within the GovOS Platform.

**Key Deliverables:**
(1) Configured System Prepared for UAT

## Configuration/ Validation

Throughout the configuration process the GovOS team will set up a series working sessions to walk you through the configurations and show you how they work in the system, ask for feedback on configurations (i.e., forms, workflows, site instructions, etc.), make necessary changes, validate that what has been built meets your needs, and gain sign off on validations.

**Key Deliverables:**
(1) Validated Data in GovOS System

## User Acceptance Testing (UAT)/ Customer Training

Facilitated by GovOS, once your configurations have all been completed and validated, GovOS will ask your team to perform role-based UAT (done by your designated GovOS Power User). After UAT is performed and the system has been signed off on, GovOS will facilitate instructor lead training for your team, providing content specific to the system that has been configured for you and your team.

**Key Deliverables:**
(1) City System Approval and Processes

## Launch

Before Go-Live the GovOS Project Team will validate that all data uploaded to the production site is correct. On the day of system Go-Live/Launch the GovOS Implementation Team will host a Go-Live meeting with your Project Team to provide production site URLs, help you log-in for the first time to the production site, introduce the GovOS Support Team/process, provide a hand off to your designated Customer Success Manager, and request final sign off on the project.

**Key Deliverables:**
(1) Recorded Training Materials/Demos
(2) End User Guides

## Post Go-Live

Live training session with GovOS Trainer completed 5–10 days post launch.

Weekly meeting with your Customer Success Manager for the first 4–6 weeks post launch.

Configuration Team post Go-Live support for up to 30 days for issue resolution.

## Training Methodology

GovOS believes that a customer-centered and success-driven approach to training is vital to a successful implementation. We have developed a Multi-Step and Multi-Phased approach based on two (2) main needs for training.

- **System Oriented Training:** Used during Discovery and Configuration Phases to give you and your Subject Matter Experts the information needed to help you understand the system and validate the work being completed.
- **Persona Based Training:** Training based around the needs of the users where a user can learn and understand the system based on their day-to-day responsibilities.

### Training Steps & Phases

- **Initial Training:** System Orientation training is completed at the beginning of the project to orient your team to the system.
- **Working Sessions:** As part of the Configuration/Validation phase working sessions are used to allow you and the team to use the system and validate the configurations being built.
- **Use Case Focused Training:** Persona-based training designed to train your staff on how to perform their functions in the system.
  - These will be recorded and provided back to you.
- **Post Go-Live Training Office Hours:** Training delivered after system Go-Live designed to give your team the ability to ask relevant questions once they have been in the live system performing their day-to-day functions.

### Training Guides & Materials

GovOS will provide:

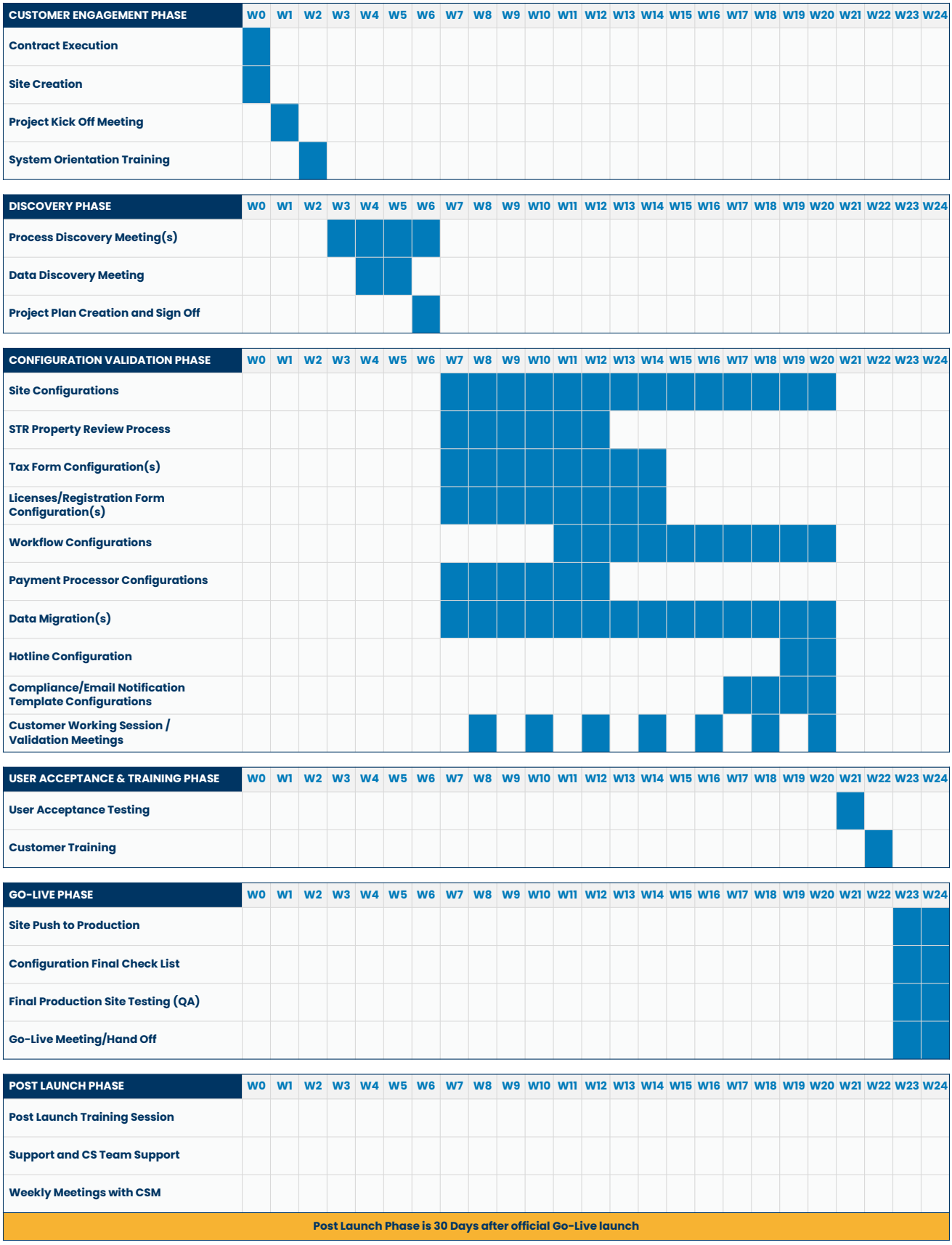
- **Use Case Specific Exercise Guides** for your staff to practice with between training and Go-Live.
- **Customer-Specific Training Material** based on the system as it is configured for you.

## Estimated Timeline

We understand that each project schedule and customer is unique with specific needs when implementing a new program. We will work with you and your team to develop a timeline and process that works for all parties involved in the project. As such your timeline may vary based on the final scope determination, your project team availability, contract signing, or other unexpected delays.

For reference, we have included a typical Implementation timeline for our STR solution on the following page. This plan outlines the deliverables for the City and the approximate time frame of when each can be delivered. Please note that depending on the final project scope, not all elements would be included in the implementation and the timeline may vary somewhat on deliverables and tasks.

# Typical Implementation Timeline




*A delay from the customer on these items will result in a delayed Go-Live date.

# Conclusion

GovOS®

# Scope of Work

## Tracking

**The system must be able to identify STR properties currently operating within City of Lago Vista city limits.**

Our GovOS solution will gather the Short-Term Rental advertisements and associated data from the top national short-term rental platforms. If individual property owners or local property management companies advertise exclusively on local hosts' websites, custom scrapes can be added to help ensure our solution is capturing all advertisements within the Lago Vista.

After contracting, our Property Review team (led by your designated CSM) will conduct an initial census to match each advertisement to a property record. After the census, the Property Review team will continue to identify and monitor the Lago Vista STR marketplace through a continuous scrape and review process. This, in conjunction with our Listing Tracker tool, enables Lago Vista to have real-time compliance data, including:

- Site providers
- Parcel numbers
- Mailing addresses
- Owner contact names
- Associated STR addresses

Our STR solution provides the City of Lago Vista with a complete and detailed record of all identified STRs in the area, including the complete property address, property identification number, property owner name, property rental listing, property rental website, photographs, etc.

**Able to identify address, owner/property manager, and contact information of STR properties.**

After the initial census, the GovOS Property Review team identifies and monitors the City of Lago Vista STR marketplace through twice a week data aggregation and review process. This, in conjunction with our Listing Tracking tool, enables the City of Lago Vista to have real-time compliance/identification data including the listing URL, location address, owner name, owner/property management company contact information, property type, and images.

The GovOS solution will gather the City of Lago Vista's advertisements and associated data from multiple STR platforms. If property management companies advertise exclusively on host websites, custom scrapes can be added at additional cost to help ensure our solution is capturing all publicly available advertisements in Lago Vista. Our Evidence Capture feature documents the listing in PDF format so the City of Lago Vista can provide a history of the advertised listing. Upon contracting, our Property Review team will conduct an initial census and ongoing review to match each advertisement to a property record. Our consolidated Property Review team is led by the Account Manager assigned to the City of Lago Vista.

### Able to track booking information including number of occupants, and rental period.

Our Advertised vs. Approved Occupancy Report allows jurisdictions to easily flag advertisements listing a 'bedroom/people sleeps' count higher than approved by the Lago Vista. This report is developed with logic to reflect the ordinance functions: two people per bedroom, plus four people, for up to a maximum of 10 people per short-term rental. Any STR property that does not fall within these parameters is flagged.

Through our streamlined notification process our System can alert the owner of a violation and include smart fields on how to remedy the occupancy infraction.

### Ability to track booking pricing.

When the City partners with GovOS, we create a configured cloud-based portal that both our team and your staff will utilize to manage STR registration/permitting, monitoring, compliance, enforcement, notifications, and licensing compliance. City users will receive individual login credentials to access our solution 24/7/365.

Our Dashboard Map is a search engine that provides you with everything you need to know about each STR identified in your market. It shows the aggregated data our proprietary programs consolidate from the STR market. Each dot represents a clickable STR ad listing. Dot colors represent an ad platform on which the listing is hosted.

Our Dashboard provides live views of:

- Total number of STR ads
- Average Daily Pricing for STR listings
- Number of ads in each ad platform
- Number of new listings per month
- Compliance/non-compliance status
- Breakdown of property types including number of bedrooms

### Able to track location on map of STRs within specific area and identify STR hotspots (multiple STRs in localized area) within city limits.

The Dashboard Map is a search engine telling you everything you want to know about each STR in the City. It shows the aggregated data our proprietary programs consolidate from the STR market in and near your city. Each dot represents a clickable STR ad listing with each dot's color representing an ad platform (i.e., Airbnb, Vrbo, etc.) on which the listing is hosted, and is fully interactive. Our GovOS solution allows ease of use when navigating listings by a keyword search.

### Track safety inspections.

Lago Vista will also have access to our Client Tech Support team who works with your staff to develop the fully configured compliance statuses, so they align with specific details of local ordinances, corresponding zoning regulations, and community goals. Our Property Review team cross-references active permits or active inspections with information listed on advertisements to monitor each property's permit status accurately. Each completed inspection document can be uploaded and attached to an STR account separately.

### Track registration/permits for STR within city limits.

Our Registration Module is a user-friendly platform business operators use to register STRs. Lago Vista staff will collaborate with your designated Customer Success Manager (CSM) to design configurable sets of tasks, referred to as Dynamic Workflows in the portal. Dynamic Workflows have the necessary features to replicate and optimize the Lago Vista's prior registration and remittance processes, including custom form building, auto-calculations, drop down menus, e-signatures, document uploads, review & approval mechanisms, and more.

Our Registration Module includes:

- Configurable online registration forms which can include text fields, check boxes, informational messages, document uploads, your logo, auto-calculated fees, and a payment processor.
- Configurable notification templates and automated renewal reminder notifications.
- Configurable application approval workflows, capable of interdepartmental collaboration for one approval.
- Configurable and printable licenses which auto-populate business users' information.
- Forms and portal access via mobile devices.
- Reporting license data is always exportable to CSV or Excel format.

### Provide monthly estimates of HOT based on rental revenues.

Our Compliance Monitoring module integrates directly with our powerful Tax Collection module. This seamless integration assists tax compliance by combining booking calendar activity monitoring, intuitive tax collection workflows, and proactive communication with STR owners/agencies into our Remittance Audit tool. Our Remittance Audit tool enables cities/counties to detect/estimate under-reported STR tax remittances. To do this, the Tool collects all data from the Marketplace Booking Report, which displays all publicly available STR booking data available from booking calendar activity, average daily pricing, and reviews on STR listing platforms such as Airbnb or Vrbo. This step creates estimated HOT estimates for individual STRs. The Tool generates a report to compare the estimated HOT amounts with actual remittance data to uncover large under-reported variances for individual STR properties.

**Ability to calculate amount due and outstanding balance of HOT for STR revenues.**

GovOS scrapes all active listings for the Lago Vista, noting within our solution if a listing is removed. Lago Vista will have a database of both currently active and previously active listings. Data is never deleted – this information will always be available to you. We recommend providing parcel data from GIS in the ESRI address format, including the physical address format and the address attributes (such as tax district, building type, zone, etc.). GovOS will store the parcel data in the ESRI format to download data from our System and export into the GIS ESRI database.

Our Audit Assessment module is configured to collect the audit amounts due and valuable information about an audit to store in the property's record. Our solution efficiently organizes audits, complaints, documents, and violations relating to each property rental to drive high compliance rates. Your staff can upload associated documents to each property account, as well as complaints and related citations.

Our solution will automatically send reminder notifications, which drive compliance by ensuring property owners are aware when tax returns are due/overdue. The City can quickly identify delinquent properties for further enforcement efforts. Your staff can filter to a parcel ID in our System and track the history of ownership/ transfers, assuming all owners of the parcel are renting as an STR.

Significant drops in gross receipts can be identified through Excel exports, which can be generated on-demand for specific reporting periods.

Our Remittance Audit tool enables the City of Lago Vista to detect under-reported STR tax remittances. To do this, our tool will collect all data from the Marketplace Booking Report, which displays all STR booking data pulled in from the publicly available booking calendar activity, average daily pricing, and reviews on STR listing platforms like Airbnb or Vrbo. This step creates accurate individual STR tax estimations. Our solution then pulls in HOT data with actual tax remittances, and our tool will generate a report comparing the estimated tax amounts with the actual data to uncover large under reported variances for individual STR properties. When under-reporting taxpayers are discovered using our advanced tax compliance tools, the suspected under-reporting properties/operators can be placed into our Audit Tracking workflow. This workflow helps the City of Lago Vista monitor the audit's progress and maintain an open line of communication to streamline the tax audit process and collection. Our Evidence Tracker documents each non-compliant ad listing instance via high-resolution screenshots of the entire ad listing with our Evidence Capture tool. We track review information on a per advertisement basis for further court-defensible data.

Using Report #2 Form Data Detail Report with Saved Queries for Analytics, your staff can produce period specific reports for each HOT calculation element. These elements are incorporated on the tax form and flow into the report on a single line basis. For example, the City of Lago Vista can run a report to list all Tax Forms for the month with Gross Sales > $10,000 but Net Taxable = 0.

# Monitoring

### Must be able to search and identify all online hosting platforms for STRs currently operating within city limits.

Our GovOS solution will gather the Short-Term Rental advertisements and associated data from the top national short-term rental platforms. If individual property owners or local property management companies advertise exclusively on local hosts' websites, custom scrapes can be added to help ensure our solution is capturing all advertisements within the Lago Vista.

After contracting, our Property Review team (led by your designated CSM) will conduct an initial census to match each advertisement to a property record. After the census, the Property Review team will continue to identify and monitor the Lago Vista STR marketplace through a continuous scrape and review process. This, in conjunction with our Listing Tracker tool, enables Lago Vista to have real-time compliance data, including:

- Site providers
- Parcel numbers
- Mailing addresses
- Owner contact names
- Associated STR addresses

Our STR solution provides the City of Lago Vista with a complete and detailed record of all identified STRs in the area, including the complete property address, property identification number, property owner name, property rental listing, property rental website, photographs, etc.

### Must be able to update data monitoring continuously.

The GovOS Property Review team identifies and monitors the City's STR marketplace through twice weekly data scrapes and daily review processes. This, in conjunction with our Listing Tracking tool, enables the City to have real-time compliance data including property compliance status, complete property address, parcel number, property owner name, property rental listing, property rental website, photographs, etc.

### Monitor permit expiration.

When an STR owner registers with a verified email through our licensing portal, digital renewal reminders are automatically sent 30 days before the renewal date. In conjunction with e-notices being sent, our solution allows notices to go out in writing. Each notification can be configured to provide detailed information on the permit renewal process. Our GovOS solution drives compliance through custom notification letters utilizing smart fields (like a mail merge) to help ensure batches can be produced efficiently.

### Monitor under- reporting of HOT.

Our Remittance Audit tool enables the City to detect under-reported STR tax remittances. To do this, our tool will collect all data from the Marketplace Booking Report, which displays all STR booking data pulled in from the publicly available booking calendar activity, average daily pricing, and reviews on STR listing platforms like Airbnb or Vrbo. This step creates accurate individual STR tax estimations. Our System then pulls in HOT data with actual tax remittances, and our tool will generate a report comparing the estimated tax amounts with the actual data to uncover large under reported variances for individual STR properties. When under-reporting taxpayers are discovered using our advanced tax compliance tools, the suspected under-reporting properties/operators can be placed into our Audit Tracking workflow. Our Audit Tracking workflow helps the City to monitor the audit's progress and maintain an open line of communication to streamline the tax audit process and collection. Our Evidence Tracker documents each non-compliant ad listing instance via high-resolution screenshots of the entire ad listing with our Evidence Capture tool. We track review information on a per advertisement basis for further court-defensible data.

In cases where Audit examination services are desired, we recommend utilizing our partner, Revenue Recovery Group, and are happy to make a personal introduction upon request.

Your staff is also provided with data to compare estimated HOT collection to actual HOT collected by property record. By comparing estimated versus actual HOT using our Remittance Audit tool your staff can easily identify STR/Hotel operators who are under-filing tax remittances. Leveraging our tool provides a targeted approach to audits, and allows communities to mitigate the often unnecessary, and expensive, need to audit all records.

Additionally, our solution can offer an Audit Assessment module configured to collect the audit amounts due, valuable information about an audit, and store it with the property record.

## Reporting

**The system will need to have up to date reporting to stakeholders.**

GovOS offers out-of-the-box reporting options, as well as an ad hoc Business Report, so that your staff can create personalized views of every business detail on demand. All reports, including revenue-based and license inventory reports, include detailed categorical filtering. Any report can be saved to CSV or Excel for analysis. Additionally, reports can be saved as PDFs for sharing or presenting to other interested parties. The GovOS solution makes use of real-time data to so that all tax and payment statuses are accurate when the report is created. Furthermore, every user has the option to store pertinent reports in a customized report menu.

A full list of our out-of-the-box reports includes:

- Business Details – Ad hoc report writer with Saved Queries
- Tax Form Data Detail Report with Saved Queries
- Assessment/SKU Reconciliation Report
- Income/Payment Reconciliation Report
- Daily Balancing Report
- Open (over/under) Balance Report
- Top Businesses
- Top Businesses by Business Area
- Top Businesses Compared
- Top Businesses
- New & Closed Businesses
- Prior Year Revenue Comparison
- Business Summary by Area, State & City Type
- License Inventory Detail
- Business by Month, Year over Year
- Public Business Directory
- Admin Dashboard
- Delinquency Report
- Account Balance Report – Completed Items Only
- Accrual Based Total of Revenue Line Items by Month
- Accrual Based Top Businesses
- Accrual Based Top Businesses by Business Area
- Accrual Based Top Businesses Compared
- Accrual Based Business Summary by Area, State & City Business Type
- Accrual Revenue Comparison

## Include maps and visuals of STR properties utilizing GIS files.

The GovOS STR compliance solution provides optional integrations to your community's GIS System of Record, such as Esri. Our GIS integration confirms that your property location data is validated by the GIS System of Record and stored in the GovOS solution in the same format as your GIS official record. Integrating directly into your GIS solution will verify that the data in your GovOS solution matches the official GIS records for address and zoning. This integration can be helpful for consistent address formatting, verification that an address falls within county borders, and automatically flagging applicants that may be in an area of the municipality that requires additional approvals. Configuration of a GIS integration is completed during your standard onboarding process with GovOS.

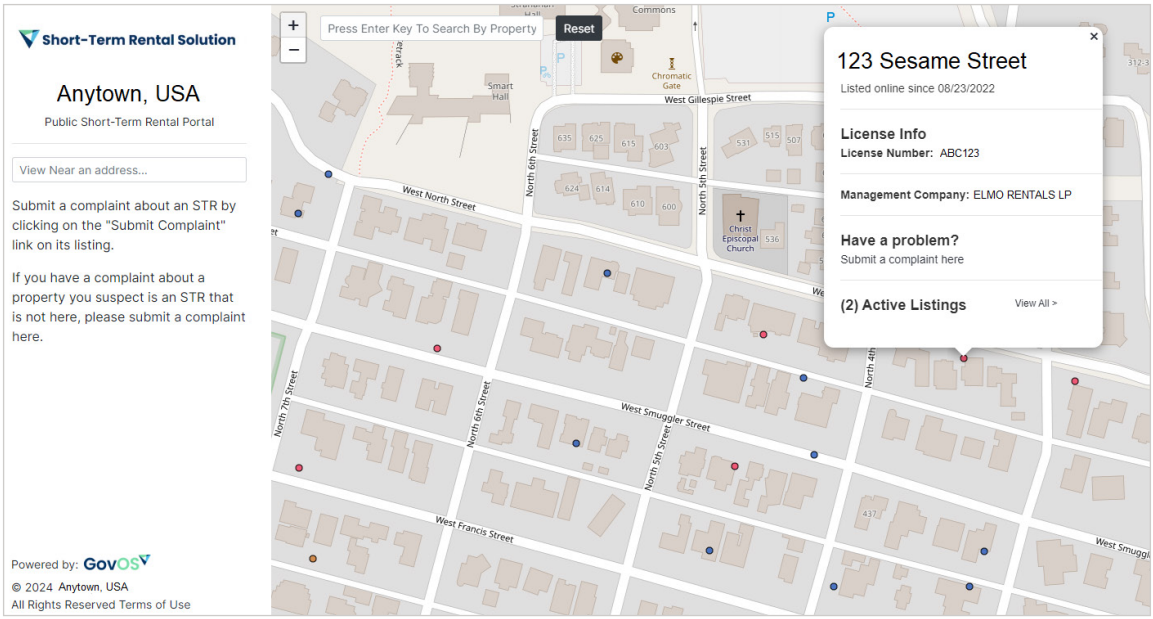
## STR Public Map

The STR Public Map is an innovative feature designed to enhance community transparency and engagement in the realm of short-term rentals. This powerful tool allows jurisdictions to create and publish a customizable map of short-term rental properties within their community, directly from their GovOS STR dashboard.

Key Features:

- **Configurable Data Fields:** Jurisdictions can select which data fields to display publicly, ensuring control over shared information.
- **Easy Activation:** Simple setup process within the existing STR dashboard.
- **Flexible Distribution:** Generate a unique link that can be shared via newsletters, embedded on websites, and included in public announcements.
- **Enhanced Transparency:** Offers a clear, visual representation of short-term rental properties and listings within the community.

The STR Public Map is designed to address the growing demand for community transparency while providing jurisdictions a powerful tool to manage and communicate about short-term rentals effectively. The STR Public Map represents our commitment to delivering innovative solutions that promote open communication between local governments and their communities.



### Violation reporting and tracking.

The Non-Compliant Property Reporting tool is a code-enforcement command center. This reporting tool aggregates and groups properties according to non-compliant status twice weekly. The report contains all STR property information, violations, links to complaints, links to prior outreach notifications, and action notes.

GovOS Listing Tracker tool monitors the removal and re-activation of all non-compliant STR listings every ten minutes. Simultaneously, our Evidence Tracker documents each non-compliant ad listing instance via high-resolution screenshots of the entire ad listing with our Evidence Capture tool.

### HOT calculations reporting by property.

Our Remittance Audit tool enables the City to detect under-reported STR tax remittances. To do this, our tool will collect all data from the Marketplace Booking Report, which displays all STR booking data pulled in from the publicly available booking calendar activity, average daily pricing, and reviews on STR listing platforms like Airbnb or Vrbo. This step creates accurate individual STR tax estimations. Our System then pulls in HOT data with actual tax remittances, and our tool will generate a report comparing the estimated tax amounts with the actual data to uncover large under reported variances for individual STR properties. When under-reporting taxpayers are discovered using our advanced tax compliance tools, the suspected under-reporting properties/operators can be placed into our Audit Tracking workflow. Our Audit Tracking workflow helps the City to monitor the audit's progress and maintain an open line of communication to streamline the tax audit process and collection. Our Evidence Tracker documents each non-compliant ad listing instance via high-resolution screenshots of the entire ad listing with our Evidence Capture tool. We track review information on a per advertisement basis for further court-defensible data.

### Complaint history and multiple offender properties.

When a complaint form is submitted, it enters the centralized online complaint database. This database serves as a Code Enforcement dashboard, with additional reporting capabilities. The information from all complaint forms is uploaded to the GovOS database. Your team can use the database to log complaint information and compliance measures made in response. Our database keeps track of the following data:

- Date, time, and reported concern for complaints (trash, noise, etc.) lodged against an STR property
- Description of the complaint
- Name and contact information for persons lodging complaints against an STR property
- Full documentation of incidents/complaints, including uploaded documents, photos, audio/video recordings
- Copies of any correspondence with STR operators
- Copies of all notifications and notice

### Hotline for complaints.

Our US-based, bilingual, live-operated complaint hotline is open 24/7/365 and integrates with your dashboard to offer custom progressions to relay, respond, and escalate complaints through your staff and associated properties emergency contacts. During Implementation, our team will work with the City to determine complaint sequence taking into account the nature of the complaint and/or its receipt time. The GovOS STR Hotline provides a single point of contact with custom progressions to relay, respond, and escalate complaints through City administrators and the property emergency contacts. Owners, property managers, and local property contacts are the definition of property emergency contacts. A recording that can be viewed further is included with every Hotline complaint or resolution. A complaint becomes part of the central online complaint database upon submission.

## Compliance

### Violation reporting and tracking.

The Non-Compliant Property Reporting tool is a code-enforcement command center. This reporting tool aggregates and groups properties according to non-compliant status twice weekly. The report contains all STR property information, violations, links to complaints, links to prior outreach notifications, and action notes

GovOS Listing Tracker tool monitors the removal and re-activation of all non-compliant STR listings every ten minutes. Simultaneously, our Evidence Tracker documents each non-compliant ad listing instance via high-resolution screenshots of the entire ad listing with our Evidence Capture tool.

### Ability to send alerts to STRs not in compliance.

GovOS will generate fully prepared notification templates that can guide property owners in becoming compliant. Our outreach techniques are quick, easy, and successful. Based on zoning, property type, owner/manager, compliance status, suspension notices, and other factors, the City of Lago Vista may send out bulk alerts. With the use of smart fields, the property/listing details for every STR in the GovOS database—such as the complete name, address, phone number, advertisement URL, etc.—will automatically appear in each notice.

The City of Lago Vista can send out e-notifications and monitor when they are opened, or it can print letters to mail physically.

Notification copies are stored in the database according to each property. Emails on unfinished business related to the STR are automatically delivered to STR owners after they validate their email address and set up a user profile in the tax and licensing system.

### Ability to integrate with code enforcement regarding complaints, and violations.

Our GovOS STR Hotline provides a single point of contact with custom progressions to relay, respond, and escalate complaints through your staff and the property's emergency contact. A property's emergency contact is defined as owners, property management, and local property contacts. City staff and your designated GovOS implementation team develop configured Hotline operator scripts. A live Hotline operator will verify each complaint is directed to either the emergency contact or police/code compliance officer, depending on your script progression. Each Hotline complaint/resolution contains a recording linked for further review. Our Mobile-Enabled Complaint Form is available online to the public, allowing citizens to submit STR-related complaints. This form can be embedded into the City's website. When a complaint form is submitted, it enters the centralized online complaint database. Digital recordings are included with each complaint and stored on a per account basis.

All complaint form information is uploaded to the GovOS solution. Our database tracks the following information:

- Date, time, and reported concern for complaints lodged against an STR property
- Name and contact information for persons lodging complaints against an STR property
- Full documentation of incidents/complaints, including uploaded documents, photos, audio/video recordings
- Copies of any correspondence with STR operators
- Copies of all notifications and notices

Our Non-Compliant Property Reporting Tool is a real time code-enforcement command center identifying non-compliant properties based on zoning requirements or permit compliance. This reporting tool aggregates and sorts properties according to non-compliant status twice a week. The report contains all STR property information, violations, links to complaints, links to prior outreach notifications, and action notes.

We provide real-time, up-to-date data for active STR listings not within City ordinance compliance. Your staff can quickly run a report and have a detailed record of all past attempts to bring the STR into compliance, including a record of prior notices sent on a per account basis.

Our Evidence Capture tool runs on all listings in your community twice a week. Evidence captured includes all text on an ad listing page (including text under "show more" links), all reviews, and high-resolution screenshots of every photo in the listing's photo gallery. Your team can export an entire batch of PDFs for a specific property or date range to provide your attorney's office or other compliance uses outside of our solution. All data is backed up to our servers twice daily.

## Additional Inclusions

**Include any additional offering your firm may offer to lessen staff workload.**

We offer several additional services to lessen staff workload, including:

- **Automated Compliance Enforcement:** This optional add-on tool prevents listings that do not have the proper licenses from appearing on certain STR listing channels, reducing the need for manual compliance checks
- **Short-Term Rental Solution Dashboard and Reporting:** Our configured cloud-based portal allows for efficient management of STR registration, permitting, monitoring, compliance, enforcement, notifications, and licensing compliance. This reduces the administrative burden on staff.
- **Targeted Outreach and Notifications:** We assist in creating custom notification templates and instructions for property owners based on their compliance status. This includes automated notifications, reducing the need for manual communication.
- **Non-Compliant Property Reporting Tool:** This tool aggregates and arranges properties according to non-compliant status, providing a centralized command center for code enforcement activities.
- **Advertised vs. Approved Occupancy Reporting Tool:** This report flags advertisements listing a higher occupancy than approved, streamlining the identification of violations.
- **Evidence Capture Tool:** This tool continuously captures data from listings, including high-resolution screenshots and text, which can be exported for compliance measures, reducing manual data collection efforts.
- **List Tracker Feature Report:** This tool tracks and records when inactive ad listings are removed and reactivated, helping to identify non-compliant properties without manual monitoring.
- **Mobile-Enabled Complaint Form:** This form allows citizens to submit STR-related complaints online, which are then tracked and managed through our centralized complaint database, reducing the need for manual complaint handling.

These offerings are designed to streamline processes and reduce the workload on your staff, allowing them to focus on more critical tasks.

**The system should require minimum staff involvement and should be mainly handled by firm and software.**

Our solution is designed to minimize staff involvement through various automated features and support services. For instance, our Cloud Records copy request submission tool automates record lookup and indexing, reducing manual processes. Additionally, our GovOS Business User Support team provides extensive support, including live chat and phone assistance, ensuring minimal staff intervention. Furthermore, our configuration team works closely with your organization to help ensure the system is set up to meet your specific needs, further reducing the need for staff involvement.

**Include onboarding pricing and yearly pricing.**

Onboarding and yearly pricing details are included in the GovOS cost proposal on page 62, with subsequent annual billing starting on the one-year anniversary of Go-Live and subject to a 10% increase in Year Five.

**Please breakdown pricing by category.**

Our pricing is broken down in the GovOS cost proposal on page 62.

### Include referrals from clients.

Referrals from customers are included in Attachment F, Qualifications & References Sheet.

### 1 year term with option to renew yearly

Year one term includes the option to renew annually at 7%, ensuring continuous maintenance and support.

# Legal Exceptions

The following are GovOS, Inc.'s ("GovOS") proposed exceptions to the Lago Vista Service Agreement Example (the "Contract") associated with the City of Lago Vista's Request for Proposal for Short Term Rental Tracking, Monitoring & Compliance Software issued on July 29, 2024:

- With regard to Section 1.2, GovOS would propose that the Contract only be terminable if a breach occurs that is not cured within thirty-days after a party receives notice of such breach from the non-breaching party.
- With regard to Section 2.4 and ownership of intellectual property generally, GovOS proposes that the use of the its solutions and the data associated therewith be governed by its standard terms of use, which would be incorporated into the Contract as an exhibit, and to the extent such conflict with the Contract the terms of the Contract would control. The Contact appears to have been crafted for use related to professional services rather than a technology contract and therefore does not contain much of the language often utilized in technology transactions, which language is contained in GovOS's standard terms of use.
- Regarding Section 4.1, GovOS proposes the use of its standard payment terms, which contemplate prepayment on an annual basis for subscriptions to technology solutions and the use of a statement of work with a payment schedule for implementation services.

**Attachment "A"**

**OFFICIAL PROPOSAL FORM and CERTIFICATION**
**FOR THE CITY OF LAGO VISTA, TEXAS**

**This certification must be submitted with the proposal.**

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on a future Purchase Order or Notice of Award.

To furnish all materials and labor in accordance with the scope of work described in the Proposal for the specified lump sum, subject to all conditions shown therein and the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the materials and/or services as specified at the prices and terms herein stated and in accordance with the Request for Proposal, Clarification Letters, and any General Terms and Condition Specifications that they City might have issued in connection with this solicitation, all of which are made a part of this offer.

All pages of The City of Lago Vista's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

**NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT CONDUCTED BUSINESS WITH THE CITY OF LAGO VISTA**

**FEDERAL FORM W9 REQUIREMENT:**

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of Lago Vista Finance Office and has not been included as part of this Proposal

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

**PROPOSERS CERTIFICATION:**

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

**OUR company is a (Check One):**

Corporation _X_ (The Proposal MUST be signed by an Officer of the company)

Partnership ___ (The Proposal MUST be signed by a General Partner)

Joint Venture ___ (The Proposal MUST be signed by an Officer of the company)

Sole Proprietor ___ (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE ___ WBE ___ SBE ___

Has the company been certified as a SMWBE by any governmental agency?

Yes ___ No _X_

If yes, specify the governmental agency: _____

Date of certification: _____

**LETTERS OF CLARIFICATION:**

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

LETTER OF CLARIFICATION # 1 _____

LETTER OF CLARIFICATION # 2 _____

LETTER OF CLARIFICATION # 3 _____

COMPANY NAME: GovOS, Inc.

COMPANY ADDRESS: 8310 N. Capital of Texas Hwy

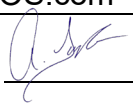
CITY/STATE/ZIP: Austin, TX 78731

COMPANY REPRESENTATIVE

NAME: Amanda Taylor

TELEPHONE #: 281.919.7594 FAX#: N/A

EMAIL: RFP@GovOS.com

SIGNATURE: 

DATE: August 12, 2024

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

Print or type. See **Specific Instructions** on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

GovOS, Inc.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

8310 N Capital of Texas Hwy, Building 2, Suite 250

Requester's name and address (optional)

**6** City, state, and ZIP code

Austin, TX 78731

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**or**

**Employer identification number**

| 8 | 6 | – | 1 | 4 | 3 | 9 | 8 | 9 | 6 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person ▶** [signature] **Date ▶**

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

**Attachment "B"**
**HB 89 Form**

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**To Be Completed By Contractor:**

"I, Josh Stanley (Name of certifying official), the Chief Operations Officer Chief Financial Officer (title or position of certifying official) of GovOS, Inc. (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signature of Certifying Official

Chief Operations Officer
Chief Financial Officer
Title

August 12, 2024
Date

## ATTACHMENT "C"

## CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., The City of Lago Vista) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Lago Vista City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at **http://www.ethics.state.tx.us/forms/CIQ.pdf.**

Questions about compliance shall be directed to the Proposer's legal counsel.

Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense Under Chapter 176 is a Class C misdemeanor

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** **Name of vendor who has a business relationship with local governmental entity.**

GovOS, Inc.

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

Not applicable.

**4**

Signature of vendor doing business with the governmental entity

August 12, 2024

Date

Adopted 8/7/2015

**ATTACHMENT "D"**

**CITY OF LAGO VISTA**

**INSURANCE REQUIREMENT AFFIDAVIT**

**To Be Completed By Insurance Agent/Broker and Responder**

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: Property & Casualty, Cyber Tech E&O

Agent's Name: Candy Burton

Agency Name: Willis Towers Watson Southeast, Inc.

Address: 225 Schilling Circle, Suite 150

City / State / ZIP: Hunt Valley, MD 21031

Telephone No. ( ) 410-527-7259 Fax No. ( ) Not applicable.

Proposer's Name and Company: GovOS, Inc.

RFP Number and Title: RFP No. 24-10 Request for Proposals for Short Term Rental Tracking, Monitoring & Compliance Software

Insurance Agent / Broker Signature: Candy Burton Digitally signed by Candy Burton DN: CN=Candy Burton, E=Candy Burton@wtwco.com Reason: I am the author of this document Location: Date: 2024.08.12 14:02:58-04'00' Foxit PDF Editor Version: 12.1.7 Date: August 12,2024

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature: _____ Date: August 12, 2024

**ATTACHMENT "E"**

**DRUG-FREE WORKPLACE CERTIFICATION**

The GovOS, Inc. (company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the GovOS, Inc. (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor's policy statement;

Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace;

Notifying the City within ten (10) days of the Contractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

GovOS, Inc.

Name of Organization / Contractor(s)

Signature of Authorized Representative:

August 12, 2024

Date:

# Cost Proposal

GovOS®

# Cost Proposal

GovOS pricing is all-inclusive. This pricing model safeguards our customers from unexpected or additional costs that could occur if pricing is based on hourly rates. All resource time is included with your final scoped project and is allocated based on our proven implementation process. Our annual subscription fee includes your STR platform, implementation, licenses, training, and ongoing support for the duration of your partnership with GovOS. If additional services or functionality is desired after your initial project, it will be contracted and priced separately. Should the scope vary from the anticipated scope stated in your RFP, final pricing may vary.

Your STR solution will include the GovOS Short-Term Rental Software for Identification, Compliance, 24/7 LIVE US based Hotline, Registration, Implementation, Support, Updates, and Maintenance. GovOS delivers:

- The most complete, configurable solution for managing short-term rentals – all with one convenient annual fee.
- Human touch + AI Technology - This combination of automation and human-powered attention delivers industry-leading accurate information reducing potential admin costs for mis-categorized properties and increasing your constituent satisfaction with the process.
- Initial and ongoing short-term rental census monitoring and discovery, and real-time compliance database. Includes reconciliation by our team of experts.
- Non-compliant evidence capture.
- Listing tracker – evidence capturing every five minutes on non-compliant properties.
- Notification system with unlimited notification templates, targeted and configured notices by compliance status.

## Annual Pricing for Year 1

**$29,222.11**

**Subscription Fee**

*Please note that pricing for any additional years/renewals beyond Year 1 will incur a 7% uplift increase annually.*

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SASTAH
Innovate. Build. Succeed.

# SASTAH PROPOSAL

**Created by:**

Name: Bala Arumugam

Title: Chief Technology Officer

Company: Sastah Solutions LLC

Website: sastah.com

**Prepared for:**

CITY OF LAGO VISTA

RFP No. 24-10

Project Title: Short Term Rental Tracking, Monitoring & Compliance Software

# Introduction and Cover Letter

Bala Arumugam
Sastah Solutions LLC
507 Denali Pass #102
Cedar Park, TX 78713
PH: (512) 924-1216
bala@sastah.com

Tracie Hlavinka
City Manager
City of Lago Vista
5803 Thunderbird Street
Lago Vista, Texas 78645

**Dear Ms. Tracie,**

On behalf of Sastah Solutions LLC (hereafter referred to as "Sastah"), we are pleased to submit this proposal in response to the City of Lago Vista's Request for Proposal (RFP), RFP Number: 24-10 for a Short-Term Rental (STR) Tracking, Monitoring, and Compliance Software System.

Sastah possesses extensive experience in software development, business intelligence, and data engineering solutions, with a proven ability to deliver successful products for local and government entities. We understand the City of Lago Vista's need for a robust and efficient system to manage the challenges associated with the growing STR market. Our proposal outlines a comprehensive approach to meet the city's objectives.

We are confident that our expertise and proven methodology will be instrumental in supporting the City of Lago Vista's STR management efforts and ensuring compliance with local regulations. We welcome the opportunity to discuss our proposal in more detail and answer any questions you may have.

Thank you for your time and consideration.

A. Balasubramanian

Sincerely,

Balasivasubramanian (Bala) Arumugam

Sastah Solutions LLC

## INTRODUCTION

Sastah is excited to submit this proposal in response to the City of Lago Vista's Request for Proposals (RFP) for a Short-Term Rental (STR) tracking, monitoring, and compliance software system. We understand the challenges posed by the rapid growth of STRs and the need for a robust, efficient, and comprehensive solution to manage this dynamic industry.

Our proposal outlines a cutting-edge platform designed to address the specific needs for City of Lago Vista, providing a comprehensive approach to STR tracking, monitoring and compliance system. We believe that our solution, coupled with our deep industry expertise, will empower the City to effectively track, monitor, and enforce STR compliance while maximizing revenue generation.

## SASTAH QUALIFICATIONS

### I. Organization Type:

Sastah is a limited liability company established in June 2005 and headquartered in Cedar Park, Texas. We are authorized to conduct business in the state of Texas and have a proven track record of delivering successful IT projects to clients across various industries.

### II. Ability to Perform:

Sastah possesses a robust organizational structure with dedicated teams specializing in software development, support, and project management. Our Agile project management methodology ensures efficient project execution and effective communication for successful delivery.

### III. Our Past Performance:

Sastah has a strong history of successful project delivery in the realm of software development and support. We have successfully completed over 15 projects for clients in the various sectors.

#### Project 1: An Oil & Gas Investment Company

- **Project Requirements and Goals**

  An oil & gas investment company sought to streamline its mineral acquisition process. The primary challenges were managing diverse data sources, extracting valuable insights, and supporting efficient capital deployment for mineral rights acquisition. The goal was to develop a data-driven platform to facilitate informed decision-making, enhance investment strategies, and optimize revenue generation.

### ➢ Sastah's Approach and Work Performed

Sastah played a pivotal role in addressing the client's challenges through a comprehensive data-centric solution. The engagement encompassed the entire project lifecycle:

- **Data Integration and Warehousing:** Sastah consolidated disparate data sets, including production data, well information, property owner details, and operator data. A robust data pipeline was established to extract, transform, and load data into a centralized data warehouse.
- **Data Product Development:** A centralized data hub was developed as an interactive web application to manage critical data elements such as minerals, financials, land, and contracts. This platform empowered users to make data-driven decisions.
- **Financial Data Integration:** To strengthen investment strategies, Sastah integrated financial data from external sources into the data warehouse.
- **Reporting and Analytics:** SSRS reports were implemented to provide clear visual representations of financial and contract data, supporting transparent decision-making.
- **Revenue Account Management:** A revenue account system was built to handle the financial aspects of mineral rights acquisition and revenue generation.

Sastah's cross-functional team, comprising technical product managers, full-stack engineers, data engineers, data analysts, and solution architects, collaborated effectively to deliver the solution.

### ➢ Outcomes

Sastah's efforts resulted in significant benefits for the client:

- The data-driven platform enabled the client to deploy over $100 million in capital for mineral rights acquisition.
- The centralized data hub and insightful reports supported informed decision-making throughout the mineral acquisition process for business stakeholders.
- The solution facilitated collaboration with operators to optimize revenue streams.
- The project leveraged .NET framework, SQL Server, SSRS and Power BI for efficient data management and visualization.

**Period of performance: 06/2018 thru 05/2022**

## Project 2: A Higher Education Institution (Higher Ed)

### ➢ Project Requirements and Goals:

A large Higher Education Institution (Higher Ed) faced challenges in accessing and managing its data due to a complex legacy system. Manual data processing led to lengthy turnaround times and hampered their ability to gain insights for informed decision-making. The Higher Ed customer sought to implement a data warehouse to centralize its data and empower data-driven decision making across the institution.

### ➢ Sastah's Approach and Work Performed:

- Sastah partnered with the Higher Education Institute customer to analyze their existing data environment.
- Identified over 200 APIs crucial for data mapping and transformation across various data sets including student, staff, enrolment, grades, and loan information.
- Designed an automated data pipeline on Microsoft Azure using Node.js and Data Factory to eliminate manual data processing.
- This pipeline streamlines data extraction, transformation, and loading (ETL) processes and significantly reduces manual intervention and processing times.
- Migrated data to the Azure cloud platform for scalability, performance, and security, laying the groundwork for a future data warehouse solution.

### ➢ Outcomes:

- The Customer successfully implemented a centralized data warehouse in Azure, streamlining data management processes and improving data accessibility.
- Automated data pipelines significantly reduced processing times, enabling faster reporting and analysis.
- Enabled access to real-time data insights, empowering informed decision-making to optimize operations and support evolving student needs.

**Period of performance: 08/2022 thru 08/2023**

## Project 3: A Gasket Manufacturing Company

### ➢ Project Requirements and Goals

A Gasket Manufacturing Company (Client) aimed to enhance its operational efficiency and data-driven decision making by modernizing its data infrastructure. Key challenges included database administration, data accessibility, performance bottlenecks, and security concerns. The project sought to establish a robust, scalable, and secure data platform to support the company's growth and strategic initiatives.

### ➢ Sastah's Approach and Work Performed

Sastah embarked on a comprehensive data modernization journey for Client, encompassing:

- **Database Health check:** A thorough analysis of Client's data landscape to identify pain points and develop a tailored roadmap.
- **Intranet Development:** Designed and developed an intranet site for marketing, finance, IT, sales, and HR departments, fostering collaboration and knowledge sharing.
- **Data Warehouse:** Created a centralized data repository and establishing efficient data pipelines.
- **Database Optimization:** Implemented performance tuning techniques and indexing strategies to enhance query speed.
- **Data Security Implementation:** Implemented robust security controls, including encryption, access management, and threat detection.

- **Application Modernization:** Supported applications and modernized the legacy application using modern technologies and cloud-native architectures.

### ➢ Outcomes

Sastah's collaboration with the client yielded impressive results:

- A centralized data repository improved data retrieval time and facilitated data-driven decision-making.
- The intranet site enhanced internal communication, streamlined workflows, and improved employee productivity.
- Database optimizations resulted, increase in query performance and streamlining operations, reduce database blocks and deadlocks.
- Implemented security measures reduced data breach risk and ensured compliance with industry standards.
- Continuous cloud initiatives enabled our client to scale resources flexibly and respond rapidly to market changes.
- Managed services to ensure data synchronization from over 18 sites into a centralized repository

**Period of performance: 06/2018 thru present**

## Project 4: A CRE Startup company in Austin, TX

### ➢ Project Requirements and Goals

A leading Commercial Real Estate (CRE) startup company's marketplace, aimed to transform its platform into a comprehensive, real-time data hub. The primary challenge was to consolidate data from diverse sources, enhance data accessibility, and create a robust ecosystem for property listings and transactions.

### ➢ Sastah's Approach and Work Performed

- **Data Acquisition and Integration:**
  - Employed data scraping tool for web scraping to gather real estate data from various online sources.
  - Implemented efficient data pipelines to extract, transform, and load data from Berkshire, Astro, Realogy, and web-scraped sources into a centralized data repository.

- **Web Application Development:**

  - Built the data product using ReactJs and NextJs for a dynamic and user-friendly interface.
  - Leveraged microservices architecture to ensure scalability and maintainability.
  - Integrated Google Places API to enhance property search accuracy and user experience.

- **Inventory Manager:**
    - Created an intuitive Inventory Manager tool using ReactJs to empower real estate agents with efficient property management capabilities.
    - Integrated the tool with the core platform to ensure seamless data flow.
- **Data Visualization:**
    - Developed various dashboards for valuable data insights for business stakeholders

### ➢ Outcomes

Sastah's collaborative efforts with RealMassive yielded significant achievements:

- **Comprehensive data platform:** A centralized data repository housing real-time commercial real estate data from multiple sources.
- **Successful partnerships:** Partner APIs enable data-driven collaborations with external clients.
- **Improved property management:** The Inventory Manager empowers real estate agents with efficient tools.
- **Optimized marketplace:** The enhanced Marketplace attracts more users and facilitates seamless property transactions.

By leveraging advanced technologies and a deep understanding of the real estate industry, Sastah successfully transformed RealMassive's platform into a powerful data-driven solution, driving business growth and customer satisfaction.

**Period of performance: 08/2018 thru 03/2019**

## B. Our Client References:

Sastah has a strong reputation for client satisfaction and maintains long-standing relationships with numerous clients. We are proud to provide the following client references as examples of our successful project delivery:

| Name | Current Employer | Title | Contact |
|---|---|---|---|
| Arpit Joshi | IBM | Independent Consultant | 408-368-3707 |
| Chad Mellon | Wellsky | Director | 512-496-1269 |
| Gustavo De Leon | Tx. Department of Insurance | Director | 512-293-0998 |

We are confident that these references will attest to our ability to deliver high-quality services and meet the specific requirements of City of Lago Vista.

## 3. Personnel Qualifications and Experience

Sastah boasts a team of highly skilled professionals with extensive experience in database administration, data engineering, application development and support, and project management. Our team is dedicated to delivering exceptional service to our clients.

### ➢ Lead Data Architect/Chief Technologist

- **Name:** Bala Arumugam
- **Role:** Bala has worked as Chief Data Architect and Solution Architect, Program Manager on multiple projects for public sector agencies and private sector companies. he has prior experience working with state agencies including TCEQ thru Atos on the DCS program as a program director.
- **Experience:** Proven technology leader with 15+ years driving digital transformations and delivering innovative AI/ML solutions. Extensive experience in cloud adoption, data analytics, and building high-performance engineering teams. Proven track record in aligning technology with business goals and delivering measurable results.

### ➢ Business Analyst

- **Name:** Kumaraguru Muthu
- **Role:** Kumaraguru excels at serving as the liaison between the business and technical teams, effectively bridging the gap between business needs and technical functionalities while ensuring a user-centric approach to data warehouse design.
- **Experience:** 3+ years Experienced Business Analyst with a strong focus on data management and requirements gathering. Proven ability to translate complex business needs into actionable technical specifications. Skilled in collaborating with technical teams to deliver effective data solutions.

### ➢ Senior Technical Project Manager

- **Name:** Bhavana Ayyagari
- **Role:** Bhavana is a seasoned Technical Project Manager adept at overseeing complex IT projects from inception to completion. Her expertise lies in aligning business objectives with technical solutions, ensuring efficient project execution, and fostering collaboration between stakeholders.
- **Experience:** Bhavana brings 10+ years of experience in managing technical projects across various industries. She has a proven track record of successfully delivering projects within budget and on schedule, while maintaining high levels of quality and customer satisfaction.

Sastah will evaluate and finalize the remaining project resources, during the first 3-4 weeks of the project kickoff if we are selected to serve the City of Lago Vista on this RFP needs. We believe that this flexible approach allows us to tailor our team composition to best meet City's needs and ensure optimal project outcomes.

## Understanding City's Challenge

The City of Lago Vista is navigating a complex environment with the growing number of short-term rentals (STRs). The lack of visibility into the STR market, challenges in permit management, rentals, and the need for efficient enforcement are critical issues. Additionally, the city must ensure compliance with regulations, collect appropriate Transient Occupancy Tax and maintain community quality of life.

## Solution Approach

Sastah's STR management solution provides a comprehensive approach to tackle the challenges faced by the City of Lago Vista. Our solution is based on advanced technology, data analytics, and modern cloud infrastructure, offering a robust foundation for effective management.

### A. Key Features and Benefits:

#### Comprehensive STR Tracking and Data Management

- **Precise Property Identification:** Accurately identifies STR properties within city limits, including addresses, owners, property managers, and contact information.
- **Booking Information Tracking:** Captures detailed booking data, including number of occupants, rental periods, and pricing.
- **Geographic Mapping:** Visualizes STR locations on a map, identifies STR hotspots, and tracks safety inspections.
- **Permit and Registration Management:** Maintains a comprehensive record of STR permits and registrations.
- **HOT Revenue Tracking:** Calculates estimated HOT based on rental revenues and tracks outstanding balances.

#### Real-time Monitoring and Alerts

- **Online Platform Monitoring:** Continuously scans online hosting platforms to identify STRs operating within city limits.
- **Permit Expiration Tracking:** Monitors permit expiration dates and sends timely alerts to property owners.
- **HOT Underreporting Detection:** Identifies potential instances of underreported HOT revenue.

#### Enhanced Reporting and Transparency

- **Stakeholder Reporting:** Provides up-to-date reports to stakeholders, including maps, visuals, and data on STR properties.
- **Violation Tracking:** Tracks reported violations and generates detailed reports.
- **HOT Calculation Reporting:** Provides detailed reports on HOT calculations for each STR property.
- **Complaint Management:** Records and tracks complaints, identifying repeat offenders and potential hotspots.

- **Hotline Integration:** Offers a dedicated hotline for residents to report STR violations or concerns.

### Efficient Compliance Enforcement

- **Violation Tracking and Alerts:** Identifies and tracks violations, sending timely alerts to non-compliant STRs.
- **Code Enforcement Integration:** Seamlessly integrates with the city's code enforcement department for efficient complaint handling and enforcement.

### Additional Inclusions: Cloud Based Infrastructure

- **Optimal Performance:** Ensures high system performance and scalability.
- **Accessibility:** Provides easy access to data and reports from any location.
- **Data Security:** Protects sensitive data through robust security measures.
- **Scalability:** Accommodates future growth in STR activity.

By utilizing a cloud-based infrastructure and services, Sastah empowers the City of Lago Vista to effectively manage its STR landscape, ensuring compliance, promoting transparency, and optimizing revenue generation.

## B. Implementation Approach:

### ➢ Focus on Data

#### a. Data Collection and Analysis

- **Initial Data Gathering:** Sastah will work with the City to identify existing STR data sources, such as property tax records, building permits, and code enforcement records.
- **Data Cleaning and Standardization:** Collected data will be cleaned, standardized, and formatted for integration into the system.
- **Market Analysis:** A comprehensive analysis of the STR market in Lago Vista will be conducted to identify trends, hotspots, and potential compliance issues.

#### b. Data Source Integration

- **Property Tax and GIS Data:** Integration with the city's property tax and GIS systems will be prioritized to obtain accurate property information, including ownership, location, and zoning.
- **Public Records:** Utilizing public records databases (with appropriate legal permissions) can provide additional information about property owners and rental activity.
- **Online Listing Platforms:** While direct access to booking data from platforms like Airbnb, VRBO, and Craigslist is limited, Sastah will employ advanced data scraping and analysis techniques to extract publicly available information, such as property listings, pricing, and availability. This data will be used for initial identification and monitoring purposes.

- **City Collaboration:** To enhance data accuracy and completeness, Sastah will work closely with the City to explore potential partnerships with online listing platforms or other external data providers. This may involve joint initiatives, data sharing agreements, or the acquisition of necessary licenses or subscriptions.

### ➢ Business requirements Analysis and Technical Specifications

- **Regulatory Mapping:** Sastah will carefully analyze Lago Vista's STR regulations to ensure that the system accurately reflects local requirements for permits, occupancy limits, and other compliance criteria.
- **Workflow Customization:** The system's workflows will be tailored to match the City's specific processes for permit issuance, inspection scheduling, and violation enforcement.
- **Reporting Configuration:** Customized reports will be designed to provide key performance indicators, compliance metrics, and financial data tailored to the City's needs.

### ➢ Development and Testing

- **Data Migration:** All relevant data identified will be sourced and migrated into the database. Sastah will build a data pipeline routine to keep the data up to date.
- **Application Development:** The data portal will be built based on the detailed business and technical requirements identified in phase 2.

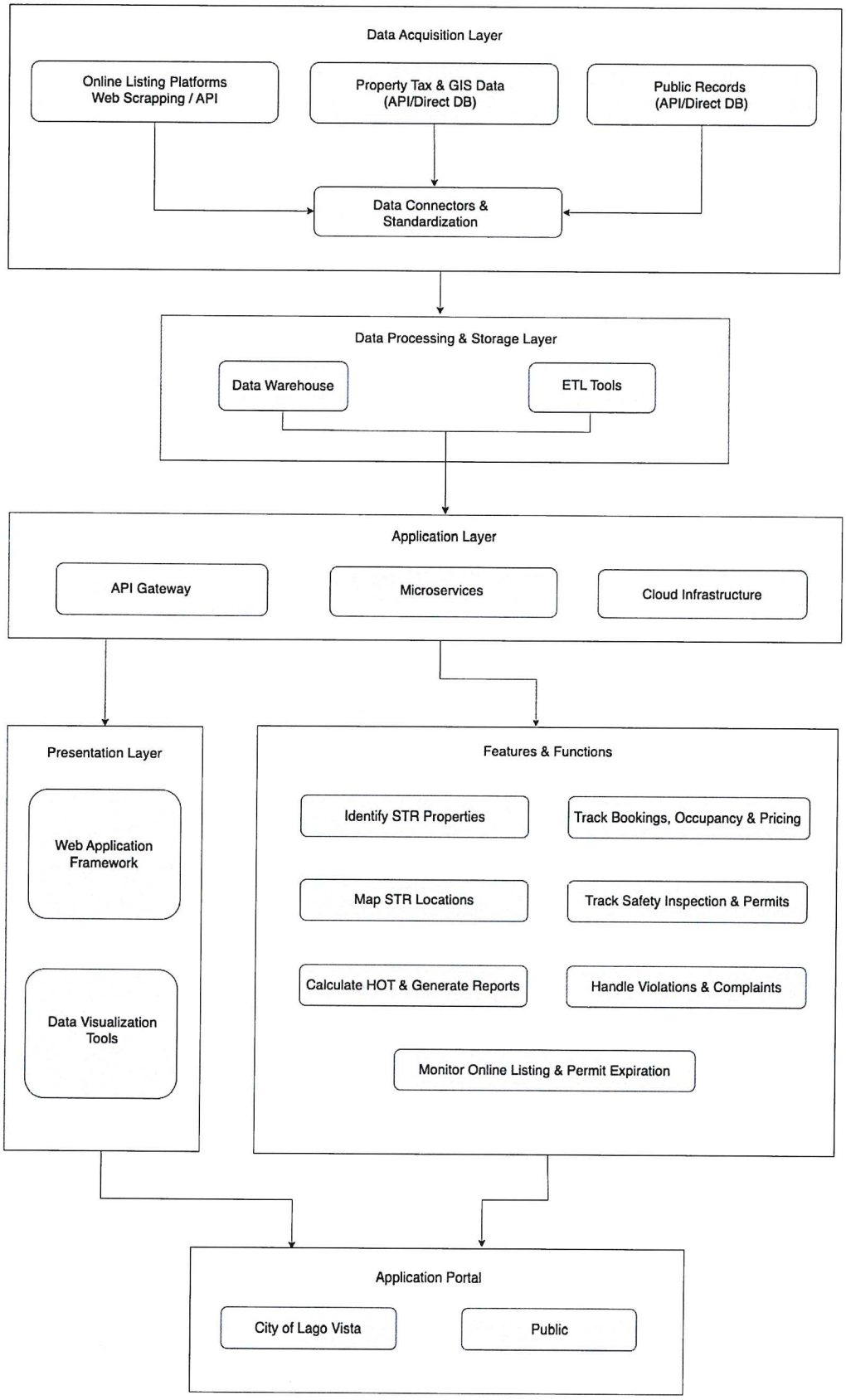
### ➢ User Training

- **System Overview:** Comprehensive training will be provided to city staff on the system's core functionalities, data management, and reporting capabilities.
- **Hands-on Training:** Practical training sessions will be conducted to familiarize users with the system's interface and day-to-day operations.

### ➢ Go-Live and Ongoing Support

- **System Launch:** The system will be launched after thorough testing and user acceptance.
- **Continuous Improvement:** Sastah will work with the City to identify opportunities for system maintenance and enhancement based on user feedback and evolving needs for additional costs.

## C. High Level Reference Architecture:



## D. Estimated Project Timeline:

### ➢ Phase 1: Project Kickoff (~ 4 weeks)

- Define project scope and objectives
- Conduct stakeholder interviews
- Create project plan and timeline
- Identify required resources and roles

### ➢ Phase 2: System Design and Architecture (~ 8 weeks)

- Develop system architecture
- Design database structure, Data modeling
- Create user interface wireframes
- Identify necessary integrations

### ➢ Phase 3: Application Development (~ 20 weeks)

- Infrastructure and software setup and configuration
- Build core system functionalities
- Develop data integration pipelines
- Create user interface
- Conduct unit testing

### ➢ Phase 4: Testing and Quality Assurance (~ 12 weeks)

- Conduct system testing
- Perform user acceptance testing (UAT)
- Address identified issues and bugs

### ➢ Phase 5: Deployment and Training (~ 2 weeks)

- Deploy the system to production
- Provide user training
- Develop user documentation

**Total Project Duration: Approximately (~6-8 months)**

This timeline is an estimate and may vary based on project complexity. Multiple activities will run concurrently, potentially compressing the overall timeline to 6-8 months. We will finalize the timeline during the kickoff phase, where we will also assess the resources and time needed from the city team and confirm their availability. Sastah will use both remote and offshore resources for development and testing. We will adopt an agile methodology to manage the project, delivering features and functionalities in iterative cycles to gather customer feedback and refine the final product.

The customer will be responsible for providing and owning the cloud subscription, software, and licensing. Sastah will provide guidance on procurement to ensure these elements are acquired in alignment with the RFP requirements.

## Pricing Breakdown

Based on the estimated 2560 hours of development and testing, and considering the role-based hourly rates, we can break down the pricing as follows:

### ➢ Personnel Costs:

- Project Management: $115,200
- Data Engineer - 2 Engineers: 2*(1280 hours * $70/hour) = $179,200
- Software Developers - 2 Engineers: 2*(1280 hours * $70/hour) = $179,200
- Architect/DevOps Engineer -1 Engineer: 1280 hours * $70/hour = $89,600
- Quality Assurance Engineer -1 Engineer: 640 hours * $50/hour = $32,000

**Total Personnel Costs: $595,200**

### ➢ Operational Costs:

- Cloud infrastructure: $20,000 (annual estimate)
- Software licenses: $10,000 (annual estimate)
- Miscellaneous expenses: $10,000 (estimated)

**Total Operational Costs: $40,000**

**Note:** Operational costs are estimates only and subject to change based on actual usage under a pay-per-use model.

### ➢ Ongoing Support:

- Software Developer: 570 hours * $70/hour = $39,900.

**Note:** Support costs are additional and will be charged on a retainer basis if the customer opts for annual support services.

**Total Support Costs: $40,000**

The above pricing breakdown is a preliminary estimate based on our current understanding of the project scope. It may vary depending on specific project requirements, additional scope, and unforeseen challenges. For ongoing support and maintenance after the project's completion, we recommend assigning one developer for a minimum of 10 hours per week on a retainer basis. Any additional work will be performed only with customer approval, ensuring it aligns with the customer's specific needs.

## Payment Terms

- **25% upfront payment** upon contract signing.
- **25% payment upon** completion of system design and Architecture.
- **30% payment upon** completion of Application Development.
- **20% payment upon** successful UAT and deployment.
- **Ongoing Support:** Paid annually in advance.

## Conclusion

Sastah is a proud HUB certified partner with State of Texas. Sastah is committed to delivering innovative solutions that address the challenges faced by municipalities in managing the short-term rental industry. Our proposed STR tracking, monitoring, and compliance system is designed to empower the City of Lago Vista with the tools necessary to effectively regulate, enforce, and optimize revenue generation from short-term rentals.

We believe our comprehensive approach, coupled with our expertise in data analytics, software development, and data engineering, positions Sastah as an ideal partner for this project. We are confident in our ability to deliver a system that exceeds expectations and provides a long-term benefit to the City of Lago Vista.

We appreciate the opportunity to submit this proposal and look forward to the possibility of collaborating with the City to create a successful STR management solution.

**For your reference, we have attached the following documents:** [List of attachments A, B, C, D, E, F, G]. **Additionally, please find attached the resumes of our key professionals.**

Thank you for your consideration.

# BALA ARUMUGAM

LEAD DATA ARCHITECT/
TECHNOLOGY STRATEGIST

## SKILLS

- Technology Strategy & Vision
- Roadmap & Planning
- Enterprise Software Delivery
- Cloud Computing: AWS, Azure, GCP
- Data Engineering: AWS Glue, Data Factory, Big Query
- AI/ML: OpenAI GPT, PyTorch
- Enterprise Architecture, DevOps: Circle CI, Jenkins
- Application Modernization, Data Analytics
- Technology Strategy, Roadmap & Planning
- Team Building, Growth Strategy
- Customer Success, Digital Transformation

## TECHNICAL EXPERTISE

- Front End: React, .NET Core
- Back End: Python, Node.js
- Databases: Redshift, PostgreSQL, SQL Server, MongoDB
- BI Tools: Tableau, Power BI
- ERP: Syteline, Amtech
- Others: Microsoft 365, Snowflake, Azure Synapse Analytics

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## EDUCATION

**Master of Business Administration**
Baylor University - Hankamer School of Business
2011

**BS, Computer Science**
Manonmaniam Sundaranar University, India
1994

## SUMMARY

Seasoned technology leader with over 15 years of driving impactful digital transformations. Proven ability to craft strategic technology roadmaps, champion innovation in AI/ML and cloud adoption, and foster high performing engineering teams. Adept at leveraging data-driven insights and agile methodologies to deliver growth-propelling solutions. Possesses deep expertise in managing the entire product lifecycle.

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## WORK EXPERIENCE

### Chief Technology Officer

SASTAH — Aug 2023 - Present

- Led AI/ML and data analytics strategy to enhance customer experiences.
- Integrated cloud-native services (AWS, Azure) for optimized data management and security.
- Aligned technology roadmaps with market demands and business goals.
- Promoted continuous learning and cross-functional collaboration.

CBANC, Truent.ai — Jan 2021 - July 2023

- Developed strategic technology vision and AI/ML initiatives.
- Grew engineering team to 30, securing top talent and partnerships.
- Enhanced AI product functionality, adhering to SOC-2 standards.
- Spearheaded digital transformation with Salesforce, Snowflake, and optimized AWS infrastructure for scalability.
- Delivered data analytics solutions to 8,600+ financial institutions.
- Oversaw the creation of the Marketplace, enabling vendors to showcase and monetize their products and services.

RealMassive — Oct 2018 - Dec 2020

- Aligned technology roadmap with strategic objectives.
- Implemented AWS data pipelines for 5M+ property datasets.
- Delivered AI/ML analytics and visualizations for portfolio management.
- Promoted diversity and excellence in engineering teams.
- Managed the full product lifecycle, from requirements gathering to implementation and continuous optimization.

### Previous roles | Mar 1998 - Jul 2018

- Program Director, Cloud Services | Atos
- IT Management roles at Microfocus, BearingPoint
- Oracle Database Administrator | Texas Dept. of Insurance
- Sr. Database Engineer | Texas Education Agency
- Software Engineer | Blockbuster Inc.

# BHAVANA AYYAGARI

*Technical Project Manager*

## SKILLS & EXPERTISE

- Project Management
- Strategic Resource Planning
- Texas Medicaid Applications
- PMI, Texas DIR and CMMI Delivery Frameworks

## TECHNICAL EXPERTISE

- Project Management: MS Project, MS Sharepoint, JIRA, Confluence, Azure DevOps, Cloud: AWS, Azure
- Databases: Snowflake, PostgreSQL, MS SQL Server, Oracle, Salesforce, Amazon DynamoDB, Elastic Search & Kibana
- Analytics: Tableau, SSRS, Power BI, Crystal Reports, Google Analytics
- QA/ITSM: Postman, Swagger, ZenDesk, ServiceNow
- Dev: C#, jQuery, Python, JavaScript, .NET, REST API
- Business Modeling: Lucid Charts, MS Visio

## EDUCATION & CERTIFICATIONS

- Bachelor of Science, Electrical and Electronics | Birla Institute of Technology and Science, Pilani, India
- Certified SAFe Product Owner/ Product Manager, Scaled Agile Inc
- Certified Scrum Product Owner (CSPO), ScrumAlliance
- Microsoft Azure Fundamentals – AZ 900
- Machine Learning, Stanford Online

## PROFILE

Technical Project Manager with a proven track record of delivering enterprise software and information systems. Experienced in leading cross-functional teams, managing projects within scope and budget, and translating complex initiatives into clear requirements and milestones.

## WORK EXPERIENCE

***Technical Product Manager (2013 - Present)***

- Held leadership roles at BGSF Inc, TEKSystems, CBANC, RealMassive Inc, and Apoorva Corporation.
- Successfully launched a SaaS product at Apoorva Corporation achieving a 30% conversion rate increase.
- Delivered a scalable system for Calpine Corporation at Apoorva Corporation, reducing compliance review time by 50%. (This highlights a specific achievement with both companies)
- Defined product concepts and MVP requirements for cloud-native SaaS products (e.g., FinTech marketplace) at CBANC.
- Managed and oversaw the delivery of enhanced user experience features for complex projects across various industries (e.g., Deloitte Services LLP).
- Possess expertise in both Waterfall and Agile methodologies.
- Proven ability to manage data-intensive SaaS products, integrate vendor solutions, and conduct technical assessments.

## PRIOR EXPERIENCE

- Development Lead, SourceXpert Inc (2011-2013)
- Senior Software Engineer, Dell International Services (2010)
- Senior Software Consultant, Texas Medicaid and Healthcare Partnership (2007-2010)
- Software Consultant, Applied Materials (2005-2007)
- Programmer Analyst, Mental Health Network Inc (2003-2005)

# KUMARAGURU

*Business Analyst*

## EDUCATION

**Gnanam School of Business**
2019 - 2021
Master of Business Administration

**Bishop Heber College**
2015 - 2018
B.Sc.Mathematics

## SKILLS

- Requirements Gathering and Analysis
- User Interface (UI) and User Experience (UX) Design
- Data Modeling and Analysis
- Stakeholder Management and Communication
- Business Process Improvement
- Data Visualization (Power BI, Tableau)
- Project Management Methodologies (Agile, Waterfall)
- Data Integration (ETL)
- Report Generation

## TECHNICAL EXPERTISE

- Microsoft Office Suite (Word, Excel, PowerPoint)
- Data Analysis Tools: Tableau, Salesforce Dashboards)
- Project Management Tools (Asana, Jira, etc.)
- Basic understanding of web development technologies (HTML, CSS, JQuery)

## PROFILE

Highly motivated and results-oriented Business Analyst with 3 years of experience at Sastah. Proven ability to gather and document business requirements, translate them into technical specifications, and collaborate with cross-functional teams to deliver successful data management solutions. Skilled in user interaction design, data analysis, and stakeholder communication.

## WORK EXPERIENCE

**Company Name: Sastah**
*Business Analyst (June 2021 - Present)*

- Partnered with technical teams on data management projects across industries including Oil & Gas, Insurance, and Financial Services.
- Gathered and documented business requirements for data management applications, data integration pipelines, and data warehouse environments.
- Collaborated with data architects and engineers to translate business needs into technical specifications.
- Designed user interfaces and user experiences for data management applications.
- Created reports and dashboards to visualize data for stakeholders.

## PROJECTS

- Gathered requirements and documented data integration for a mineral acquisition data management application in the Oil & Gas sector. Supported SSRS report development for data visualization and financial analysis.
- Analyzed and documented user needs for a financial services platform, ensuring seamless data integration across community forums, marketplace, and vendor management functionalities to support data-driven decision making.

# RFP 24-10 Short Term Rental Tracking, Monitoring & Compliance Software
# RFP Evaluation Scoring Sheet

| Reviewer | Companies | | | | |
|---|---|---|---|---|---|
| | Avenu Insights & Analytics | Deckard Technologies Inc. | GovOS, Inc. | Granicus LLC | Sastah Solutions LLC |
| Chief Boshears | 92 | 93 | 89 | 94 | 25 |
| Cole Bakley | 70 | 90 | 55 | 95 | 25 |
| Eric Zeno | 91 | 90 | 97 | 96 | 91 |
| Jillian Doughert | 50 | 85 | 45 | 85 | 25 |
| Tracie Hlavinka | 95 | 85 | 92 | 91 | 70 |
| **Average Score** | **80** | **89** | **76** | **92** | **47** |

**Scores in Order**

| Place | Firm | Combined Average Score |
|---|---|---|
| 1 | Granicus LLC | 92 |
| 2 | Deckard Technologies Inc. | 89 |
| 3 | Avenu Insights & Analytics | 80 |
| 4 | GovOS, Inc. | 76 |
| 5 | Sastah Solutions LLC | 47 |

# RFP 24-10 Short Term Rental Tracking, Monitoring & Compliance Software
# RFP Evaluation Scoring Sheet

Reviewer: __Tracie Hlavinka_____

| Evaluation Criteria | Max Points | Firms | | | | |
|---|---|---|---|---|---|---|
| | | Avenu Insights & Analytics | Deckard Technologies Inc. | GovOS, Inc. | Granicus LLC | Sastah Solutions LLC |
| Qualifications/Experience | 35 | 35 | 30 | 35 | 32 | 28 |
| Pricing | 25 | 23 | 25 | 20 | 22 | 15 |
| Ability to Meet City of Lago Vista Needs | 40 | 37 | 30 | 37 | 37 | 27 |
| | | | | | | |
| Total | 100 | 95 | 85 | 92 | 91 | 70 |

# RFP 24-10 Short Term Rental Tracking, Monitoring & Compliance Software
# RFP Evaluation Scoring Sheet

Reviewer: _____Cole Bakley_____

| Evaluation Criteria | Max Points | Firms | | | | |
|---|---|---|---|---|---|---|
| | | Avenu Insights & Analytics | Deckard Technologies Inc. | GovOS, Inc. | Granicus LLC | Sastah Solutions LLC |
| Qualifications/Experience | 35 | 30 | 35 | 20 | 35 | 5 |
| Pricing | 25 | 15 | 20 | 20 | 20 | 5 |
| Ability to Meet City of Lago Vista Needs | 40 | 25 | 35 | 15 | 40 | 15 |
| | | | | | | |
| Total | 100 | 70 | 90 | 55 | 95 | 25 |

# RFP 24-10 Short Term Rental Tracking, Monitoring & Compliance Software
# RFP Evaluation Scoring Sheet

Reviewer: _____Cheif Boshears_____

| Evaluation Criteria | Max Points | Firms | | | | |
|---|---|---|---|---|---|---|
| [redacted] | | Avenu Insights & Analytics | Deckard Technologies Inc. | GovOS, Inc. | Granicus LLC | Sastah Solutions LLC |
| Qualifications/Experience | 35 | 33 | 33 | 33 | 33 | 15 |
| Pricing | 25 | 24 | 22 | 22 | 23 | 0 |
| Ability to Meet City of Lago Vista Needs | 40 | 35 | 38 | 34 | 38 | 10 |
| | | | | | | |
| Total | 100 | 92 | 93 | 89 | 94 | 25 |

# RFP 24-10 Short Term Rental Tracking, Monitoring & Compliance Software
# RFP Evaluation Scoring Sheet

Eric Zeno

| Evaluation Criteria | Max Points | Firms | | | | |
|---|---|---|---|---|---|---|
| [redacted] | | Avenu Insights & Analytics | Deckard Technologies Inc. | GovOS, Inc. | Granicus LLC | Sastah Solutions LLC |
| Qualifications/Experience | 35 | 33 | 33 | 35 | 34 | 33 |
| Pricing | 25 | 23 | 23 | 24 | 24 | 23 |
| Ability to Meet City of Lago Vista Needs | 40 | 35 | 34 | 38 | 38 | 35 |
| | | | | | | |
| Total | 100 | 91 | 90 | 97 | 96 | 91 |

# RFP 24-10 Short Term Rental Tracking, Monitoring & Compliance Software
# RFP Evaluation Scoring Sheet

Reviewer: ____Jillian Dougherty_____

| Evaluation Criteria | Max Points | Firms | | | | |
|---|---|---|---|---|---|---|
| | | Avenu Insights & Analytics | Deckard Technologies Inc. | GovOS, Inc. | Granicus LLC | Sastah Solutions LLC |
| Qualifications/Experience | 35 | 20 | 30 | 15 | 30 | 5 |
| Pricing | 25 | 10 | 20 | 20 | 20 | 5 |
| Ability to Meet City of Lago Vista Needs | 40 | 20 | 35 | 10 | 35 | 15 |
| | | | | | | |
| Total | 100 | 50 | 85 | 45 | 85 | 25 |

**AGENDA ITEM NO. 13**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** November 21, 2024

**SUBMITTED BY:** Susie Quinn, City Secretary

**SUBJECT:** Discussion, consideration, and possible action regarding Resolution No. 24-2084; A Resolution by the City Council of the City of Lago Vista, Texas providing for the election of a Mayor Pro-Tem.

**BACKGROUND:** Each year, after elections, the City Council selects the Mayor Pro-Tem from among the seated Council. The position of Mayor Pro-Tem, as laid out in the City's Charter, acts as Mayor during the disability or absence of the Mayor and in this capacity shall have the rights and duties conferred upon the Mayor.

Per City Charter, Article III, The City Council, Section 3.01 Number, Selection and Term of Office, stipulates that "The Council shall, at the first regular City Council meeting following the taking of office of all new members after each scheduled general City election, elect from its membership a Mayor Pro-Tem".

**FINDINGS:** This item is on the agenda to provide the Council with the opportunity to discuss and select, the Mayor Pro-Tem for a one-year term.

**FINANCIAL IMPACT:** N/A

**ATTACHMENTS:**
24-2084_Resolution_MayorProTem.doc

**CITY OF LAGO VISTA**

**RESOLUTION NO. 24-2084**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS; PROVIDING FOR THE ELECTION OF A MAYOR PRO TEM.**

**WHEREAS,** pursuant to Section 3.01 of the Home Rule Charter of the City of Lago Vista, Texas, providing that at the first regular City Council meeting following the taking of office of all new members after each scheduled General City Election, a Council Member shall be elected Mayor Pro Tem, who shall hold this office for one year.

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

**THAT,** _____ is hereby elected to serve as Mayor Pro Tem and shall hold this office for one year.

**AND, IT IS SO RESOLVED.**

**PASSED AND APPROVED** this 21st day of November 2024.

_____
Kevin Sullivan, Mayor

ATTEST:

_____
Susie Quinn, Interim City Secretary

On a motion by Councilor _____, seconded by Councilor _____, the above and foregoing instrument was passed and approved.

**AGENDA ITEM NO. 14**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** November 21, 2024

**SUBMITTED BY:** Susie Quinn, City Manager

**SUBJECT:** Discussion, consideration, and possible action regarding a citizen petition to purchase adjacent property owned by the City of Lago Vista.

**BACKGROUND:** In 2020 and 2021, the City sold surplus property strips, as identified in Resolution 19-1791, to adjacent property owners in accordance with State law. Property owners were notified via letter and given 30 days to express interest in purchasing the strips adjacent to their land. During this period, the City focused on properties outlined in Exhibits A and C, with a cost of $1.40 per square foot, plus additional fees for recording the special warranty deed.

In November of 2021, citizens and members of the Parks and Recreation Advisory Committee (PRAC) raised questions regarding the sale of surplus properties. The Council then asked PRAC to review and provide recommendations for the City's surplus list. A 90-day moratorium on the sale of city property was put in place. In February 2022, City Council extended the deadline for PRAC's recommendations. By March 2022, PRAC presented its recommendations to the Council, prioritizing the retention of city-owned properties for potential parks, greenbelts, trails, or related amenities. A copy of PRAC's recommendations is included for reference.

**FINDINGS:** Recently, a resident from 3600 Bunyon Circle approached the City with a request to purchase an abandoned cart path behind their home. The resident owns the surrounding lots—9053 and 9054 Highland Lake, as well as 20200 and 20202 Bell Lane. The Public Works Director confirmed that the property is not needed for drainage purposes and saw no issue with the sale.

During the 2023 Strategic Planning session, the Council discussed parameters for selling surplus properties, particularly in cases where the land is landlocked or surrounded by private property, rendering it unsuitable for a trail system.

Council discussed this issue at its October 17, 2024 meeting and tasked the City Attorney with determining whether the parties to the potential transaction can rely on the Travis Central Appraisal District's valuation of the property (or a pro rata calculation using its valuation) to determine the sale price for the land in question.

Chapter 272 of the Local Government Code requires the sale of city land to be for "fair market value" which is determined by either obtaining an appraisal or by going through the public auction process set out in Section 272.001(a). However, Section 272.001(b) states that these methods are not required in certain types of transactions. The statutory methods of determining fair market value do not apply when the sale is to one or more abutting property owners who own the underlying fee simple and when conveying the following types of property:

1. narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;
2. streets or alleys, owned in fee or used by easement;
3. land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;

So provided the putative sale is to an abutting property owner who has fee simple title to their land, and provided the land to be sold fits into one of the categories set out, the City Council can use other means of determining the sale price of the property in the transaction. Using the TCAD appraised value of the land is a reasonable method of calculating the sale price in such a transaction. In the transaction under consideration, the land requested for purchase appears to best be characterized by subsection1 and the requesting property owner has fee simple title to the property abutting the city land in question.

Staff is requesting that the City Council consider the resident's request and discuss a process for facilitating such sales to address future inquiries.

**FINANCIAL IMPACT:** None at this time.

**ATTACHMENTS:**
19-1791 Surplus real Property.pdf
PRAC Report.pdf
Citizen Petition to Purchase.pdf

Cody Properties Map (002).pdf
Aerial of Property.pdf

**CITY OF LAGO VISTA, TEXAS**

**RESOLUTION NO 19-1791**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS DECLARING CERTAIN REAL PROPERTY OWNED BY THE CITY OF LAGO VISTA TO BE EXEMPT PROPERTY PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 272.001(b) PRIOR TO SUBSEQUENTLY CONSIDERING THE CONVEYANCE OF THAT PROPERTY IN ACCORDANCE WITH ALL APPLICABLE STATE LAWS AND IN A MANNER BENEFICIAL TO THE CITY OF LAGO VISTA.**

**WHEREAS,** the City of Lago Vista, Texas owns several pieces of real property pursuant to Judgment 2039040371 rendered in Cause No. GV-500276 as recorded in book 09022, page 1696 of the Travis County Judicial Records; and

**WHEREAS,** many of the pieces of that real property that are still owned by the City are not currently used by the City; and

**WHEREAS,** such real property has limited or no value to the City; and

**WHEREAS,** the maintenance and responsibility for such real property is burdensome to the City in comparison to any potential future value; and

**WHEREAS,** the Texas Local Government Code Chapter 272 requires property owned by a municipality comply with those certain notice and bidding requirements unless the conveyance is exempt under Section 272.001(b);

**WHEREAS**, the subject property is exempt from the notice and bidding requirements under Texas Local Government Code Section 272.001(b(1) because the properties are narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances and under Section 272.001(c), the land may be sold to abutting property owners in the same subdivision if the land has been subdivided, or abutting property owners in proportion to their abutting ownership, and the division between owners made in an equitable manner;

**WHEREAS,** appropriate City staff members are evaluating the need for and the value to the City of the real property, surveying the property as needed and recommend that the City Council authorize negotiations for the conveyance of the property to the adjacent property owners.

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

**THAT,** the City Council of the City of Lago Vista, Texas declares the following items, as listed in "Exhibit A," "Exhibit B," "Exhibit C," Exhibit "D," "Exhibit E," "Exhibit F" and "Exhibit G" to be surplus real property and are exempt from the notice and bidding requirements of Texas Local Government Code Section 272.001(b) since the properties are narrow strips of land and cannot be used independently under current Lago Vista zoning or applicable subdivision or

development control ordinances, and further authorizes the City Manager to consider formal offers from the adjacent property owners that includes documentation that the offer is equal to or greater than the fair market value of said real property in accordance with applicable laws, provided that the conveyance of any specific real property to a specific abutting property owner will be approved by the City Council by ordinance.

**AND, IT IS SO RESOLVED. PASSED AND APPROVED** this 18th day of April 2019.

ATTEST:

Sandra Barton, City Secretary

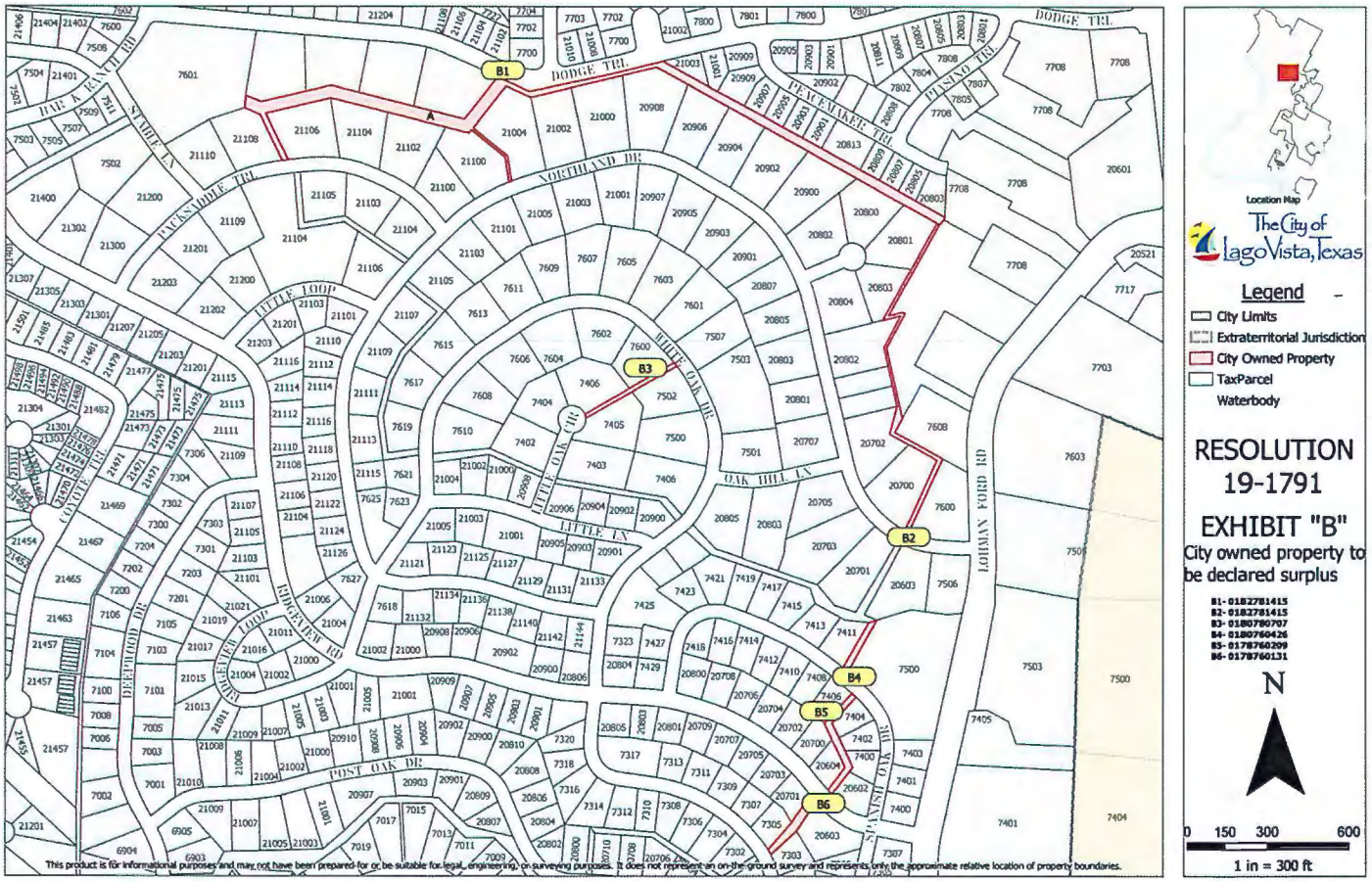
Ed Tidwell, Mayor

On a motion by Councilman Weatherly, seconded by Councilman Davila, the above and foregoing instrument was passed and approved.

# EXHIBIT "A"

Exhibit "A" (1)

# EXHIBIT "B"


B1
B2
B3
B4
B5
B6
DODGE TRL
NORTHLAND DR
OAK HILL LN
LITTLE OAK CIR
WHITE OAK DR
LOHMAN FORD RD
SPANISH OAK DR
POST OAK DR
PACKSADDLE TRL
DEERWOOD DR
RIDGEVIEW RD
LITTLE LOOP
LITTLE TRL
Location Map
The City of Lago Vista, Texas
Legend
City Limits
Extraterritorial Jurisdiction
City Owned Property
TaxParcel
Waterbody
RESOLUTION 19-1791
EXHIBIT "B"
City owned property to be declared surplus
B1- 0182781415
B2- 0182781415
B3- 0180780707
B4- 0180760426
B5- 0178760209
B6- 0178760131
N
0 150 300 600
1 in = 300 ft
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

# EXHIBIT "C"

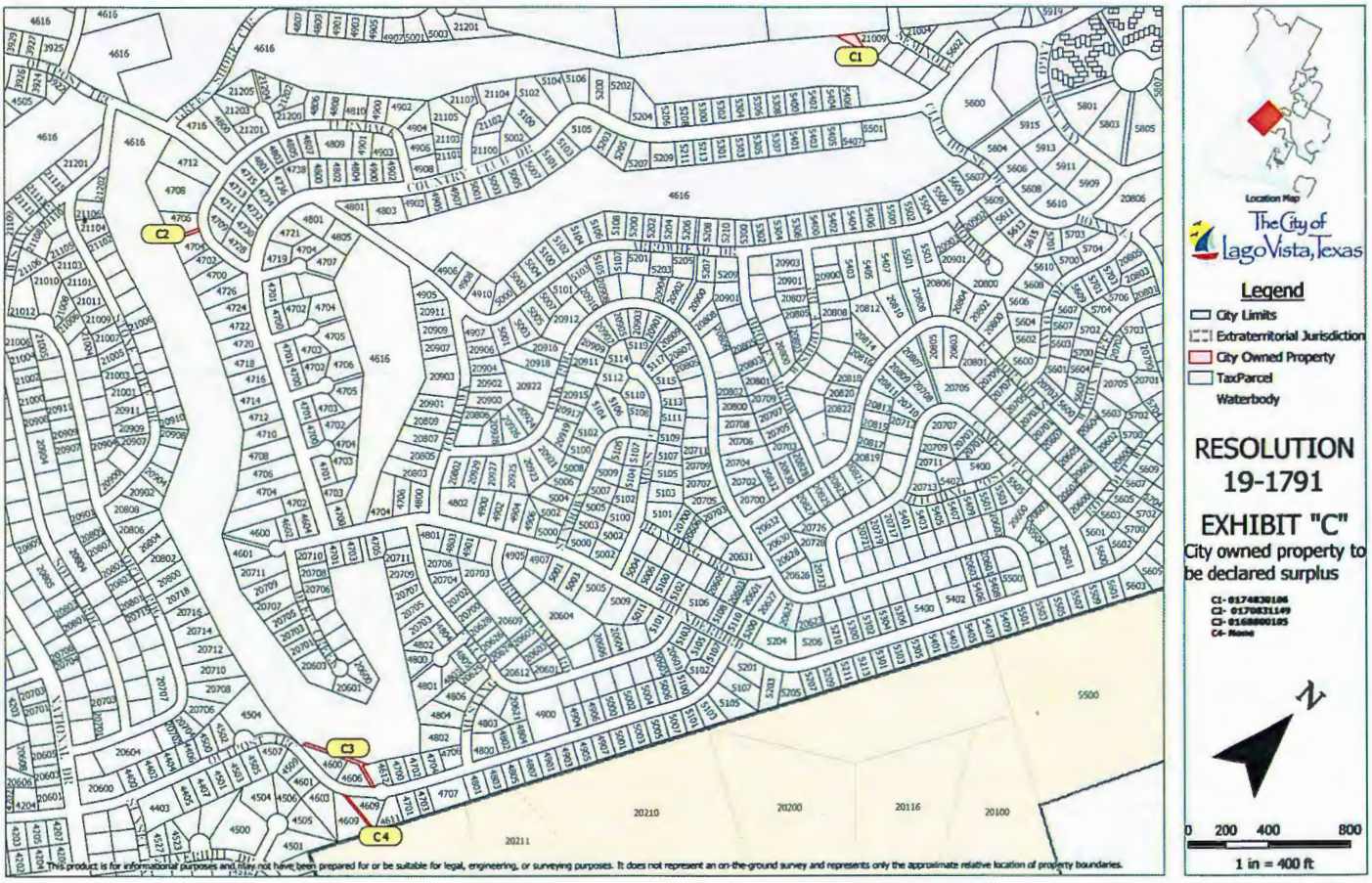



Exhibit "C" (1)

# EXHIBIT "D"

D1
D2
D3
D4
Location Map
The City of Lago Vista, Texas
Legend
City Limits
City Owned Property
TaxParcel
Waterbody
RESOLUTION 19-1791
EXHIBIT "D"
City owned property to be declared surplus
01-0166901080
02- 0164900909
03- 0162880322
04- 0162880465
N
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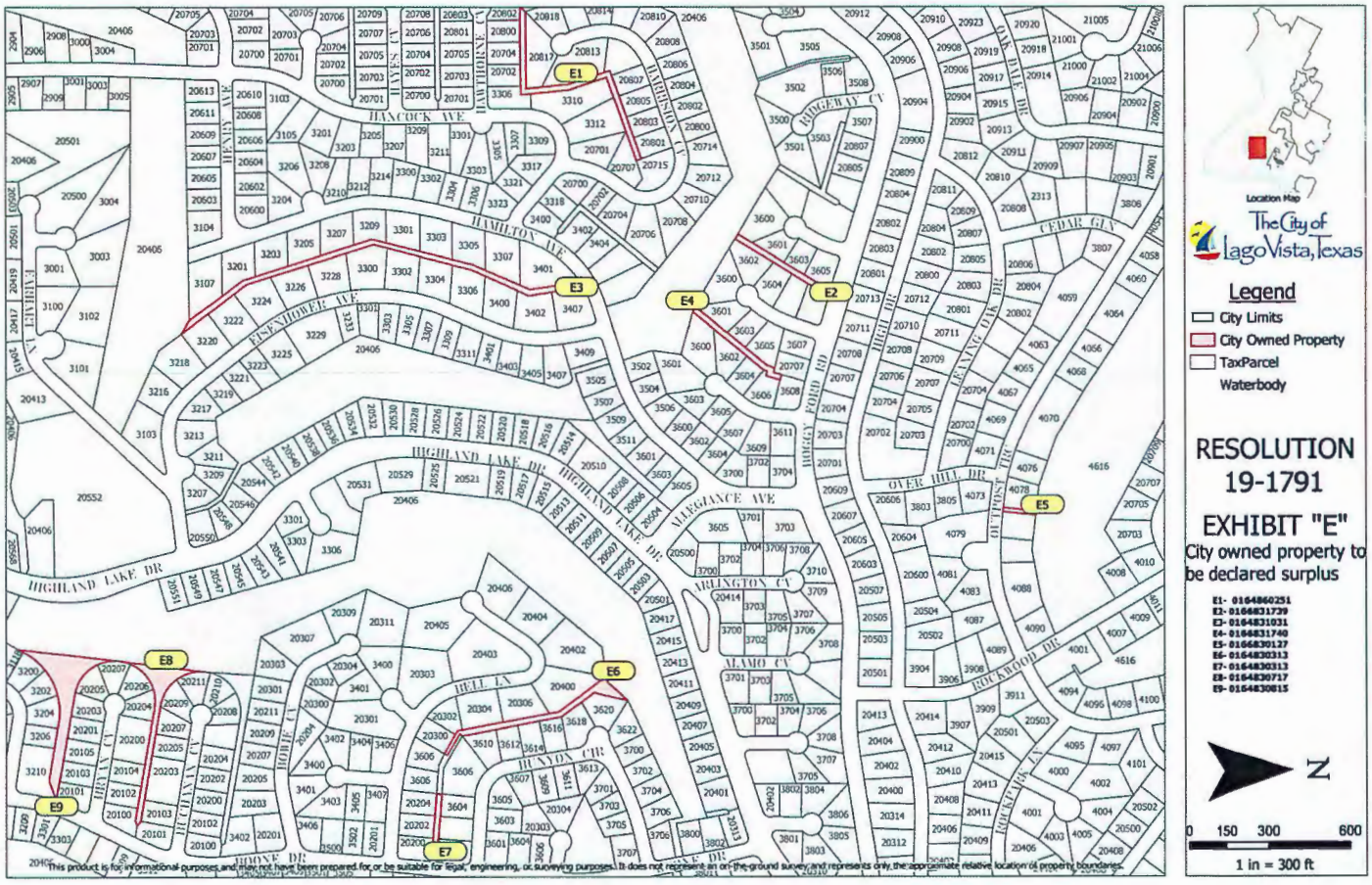
1 in = 400 ft
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

# EXHIBIT "E"


E1
E2
E3
E4
E5
E6
E7
E8
E9
HIGHLAND LAKE DR
HANCOCK AVE
HAMILTON AVE
EISENHOWER AVE
BRIGGY FORD RD
ALAMO CV
ARLINGTON CV
ALLEGIANCE AVE
BELL LN
BUXTON CIR
GROVE DR
Location Map
The City of Lago Vista, Texas
Legend
City Limits
City Owned Property
TaxParcel
Waterbody
RESOLUTION 19-1791
EXHIBIT "E"
City owned property to be declared surplus
E1- 0164860251
E2- 0166831739
E3- 0164831031
E4- 0166831740
E5- 0166830127
E6- 0164830313
E7- 0164830313
E8- 0164830717
E9- 0164830615
N
0 150 300 600
1 in = 300 ft
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

# EXHIBIT "F"

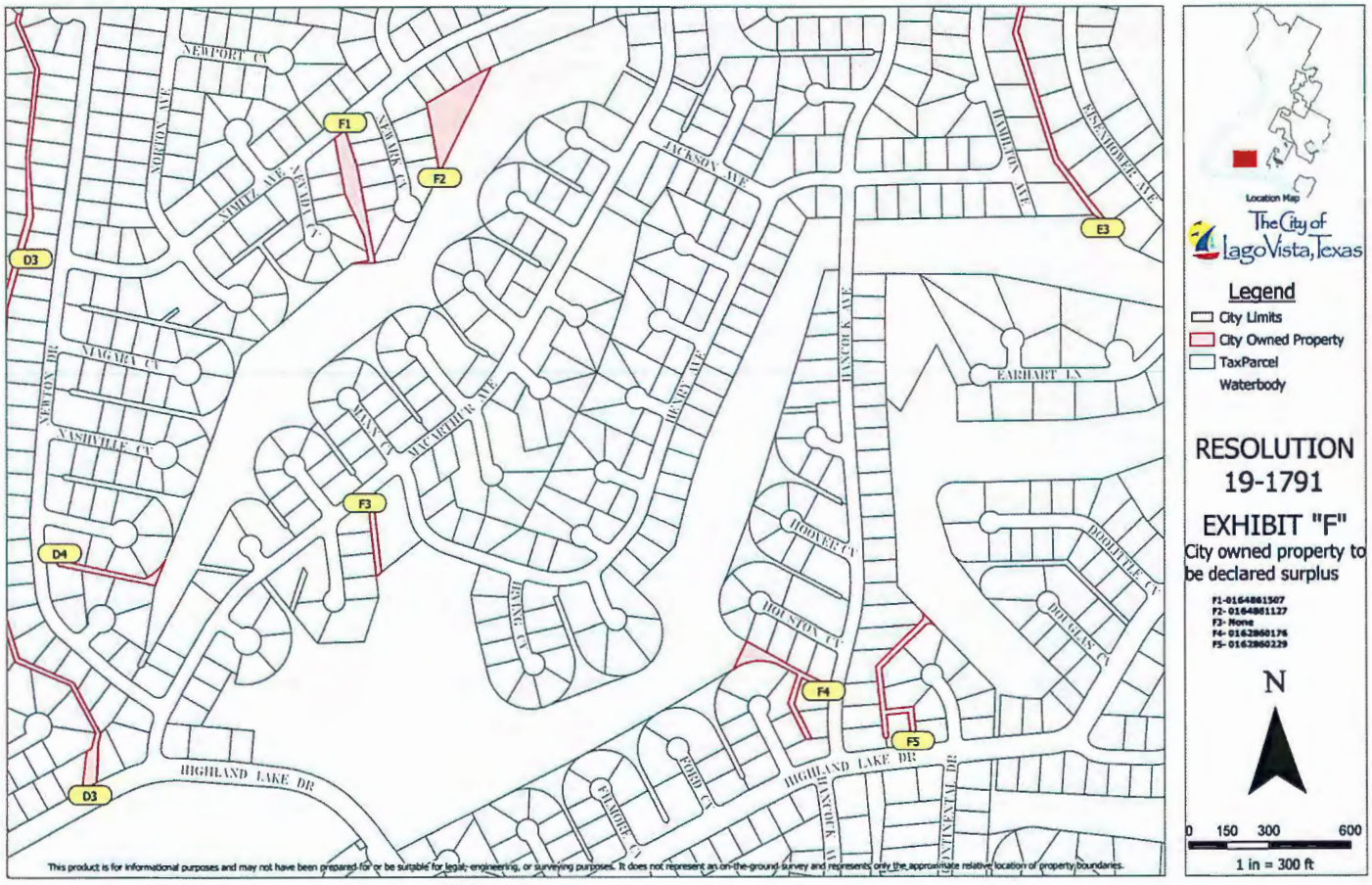



Exhibit "F" (1)

# EXHIBIT "G"

Exhibit "G" (1)

# Parks and Recreation Advisory Committee
# Recommendations to City Council for City-Owned Properties
Submitted March 7, 2022

In 2021, the Parks and Recreation Advisory Committee ("PRAC" or "the committee") was asked to expand beyond a primary focus on Sunset Park and begin to assess and make recommendations for additional parks and recreational amenities and programs for the City of Lago Vista. In our mid-year report to City Council, PRAC indicated we planned to assess and develop recommendations for a prioritized list of city-owned properties. In November 2021, City Council also asked PRAC to complete an assessment and recommendations for the city's surplus property list which had been put up for sale (as identified in *City of Lago Vista, Texas Resolution No 19-1791*).

This report provides the results of our analysis and recommendations pertaining to these city-owned properties. It is organized as follows:

The **Executive Summary** includes the committee's vision for Lago Vista parks and recreational opportunities and provides the high-level recommendations for all properties the PRAC has reviewed.

**Part A** includes recommendations for the set of city-owned properties the committee has identified as having particularly compelling locations and possibilities as parks, greenbelts or trails, or other outdoor amenities.

**Part B** includes recommendations for retaining and leveraging city-owned properties, some of which already contain "social" trails, to enable the creation of an interconnected trail system encompassing existent and planned trails and enable better connections to Sunset Park.

**Part C** includes analysis and recommendations for the city-owned surplus properties the committee was asked to analyze, as well as some representative photos.

**Part D** includes the scoring matrix results based on the assessment rubric the committee created for the surplus properties.

We respectfully submit our recommendations to City Council and would appreciate the opportunity to discuss these in an upcoming city council meeting. The decisions City Council makes could be transformative in terms of the beauty and appeal of the city and the outdoor recreational opportunities we provide to our residents.

# Executive Summary

## Vision for Lago Vista Parks and Recreational Opportunities

As Lago Vista continues to experience significant growth and demographic changes, the city needs to create additional outdoor recreational opportunities today, as well as designate and preserve sufficient properties and green space to ensure additional opportunities for the future. Following are the key objectives as advocated by the Parks and Recreation Advisory Committee:

- Provide parks *and* natural spaces – a combination of purpose-built parks along with less-developed paths, trails, and green spaces.
- Provide usage opportunities and amenities across the age and ability spectrum:
    - Young children - youth - adults - senior citizens
    - Areas and amenities for sports, fitness, hiking, as well as passive, unstructured enjoyment and recreation
    - Accessibility for all abilities – especially playgrounds, restrooms, and recreational spaces
- Develop a Trails Master Plan and trail system. Leverage current and planned trail systems, existent social trails, and potential connections. Tie into the city's broader need to develop more sidewalks and trails (in tandem with road improvements and specific developments) to help make our community safer and more walkable / bikeable.
- Preserve green space and habitat – versus allowing over-development. Ensure consideration of park and recreational opportunities as well as habitat preservation in development and rezoning analyses and decisions.
- Ensure our approach is ecologically sound and sustainable and makes best use of the land and topography.
- Foster pride and identity: our parks, trails, natural spaces, and recreational opportunities help represent the kind of town and community we want to be, as well as attract visitors, tourists, businesses, and families.

## Summary of Recommendations

- Retain and designate city-owned properties the committee has identified as having particularly compelling locations and possibilities as parks, greenbelts or trails, or related amenities. Beginning with FY2023, fund initial development of these properties for recreational usage as depicted in the specific recommendations for each property in Part A below. These properties include:
    - Dawn Circle Park
    - Bowdoin Point
    - "Town Center" City Park
    - Bonanza Property
    - Shoreline Ranch

- Create an incredible trail system by retaining and designating certain city-owned properties, some of which already contain "social" trails, to enable the creation of an interconnected trail

system encompassing existent and planned trails and enable better connections (that are walkable and bikeable) to Sunset Park. This can be done in collaboration with other entities, such as the Turnback Canyon Conservancy (TCC), and developments such as Lakeside at Tessera, which have created and/or will be creating additional trails. Lago Vista trails can be publicized through word of mouth and apps such as AllTrails, bringing visitors and tourists to our beautiful city who will then patronize our local businesses.

Significant Trails opportunities exist in the following areas (specific recommendations are included in Part B below):

- Bar-K Ranches Area
- Sunset Park / Turnback Canyon
- Accessible Trail Between Middle School and Sunset Park
- Develop "The Bowl" Social Trails

- Do not sell the "surplus" properties identified in the resolution. These contain critical city infrastructure, including Lake Travis watershed tributaries and tin-horn drainage areas that should have been monitored and maintained by the city's public works department.
  - The city should retain these properties to ensure we maintain the designed, efficient flood control and developed lot drainage inherent in the city plan.
  - Many of these properties also provide tremendous opportunities for trails, greenbelts and mini-parks and amenities, not to mention preservation of habitat which is becoming increasingly important as the city grows. We provide recommendations for specific properties in Part C.
  - The city should also identify any additional city-owned properties that have not been audited for potential as water control, drainage, green space and/or recreational opportunities.

# PART A: Priority City-Owned Property Recommendations

This section includes recommendations for the set of city-owned properties the committee has identified as having particularly compelling locations and possibilities as parks, greenbelts or trails, or related amenities.

## Dawn Circle Park

Background:

**Parcel ID 177907 and 177904 / 21003 Dawn Drive; Lot 1 Blk C Lago Vista Sec 1**
This property sits on one end of Dawn Circle, is designated for public use, and is the previous site of city water tanks which were removed some years ago. The property provides an excellent location for a city park. It has several areas of shade and trees; nice views of Lake Travis from several vantage points; and already has a paved driveway and parking. Parks and Rec staff have already begun some clearing and cleanup of the site, in preparation for being able to leverage it.

Recommendations:

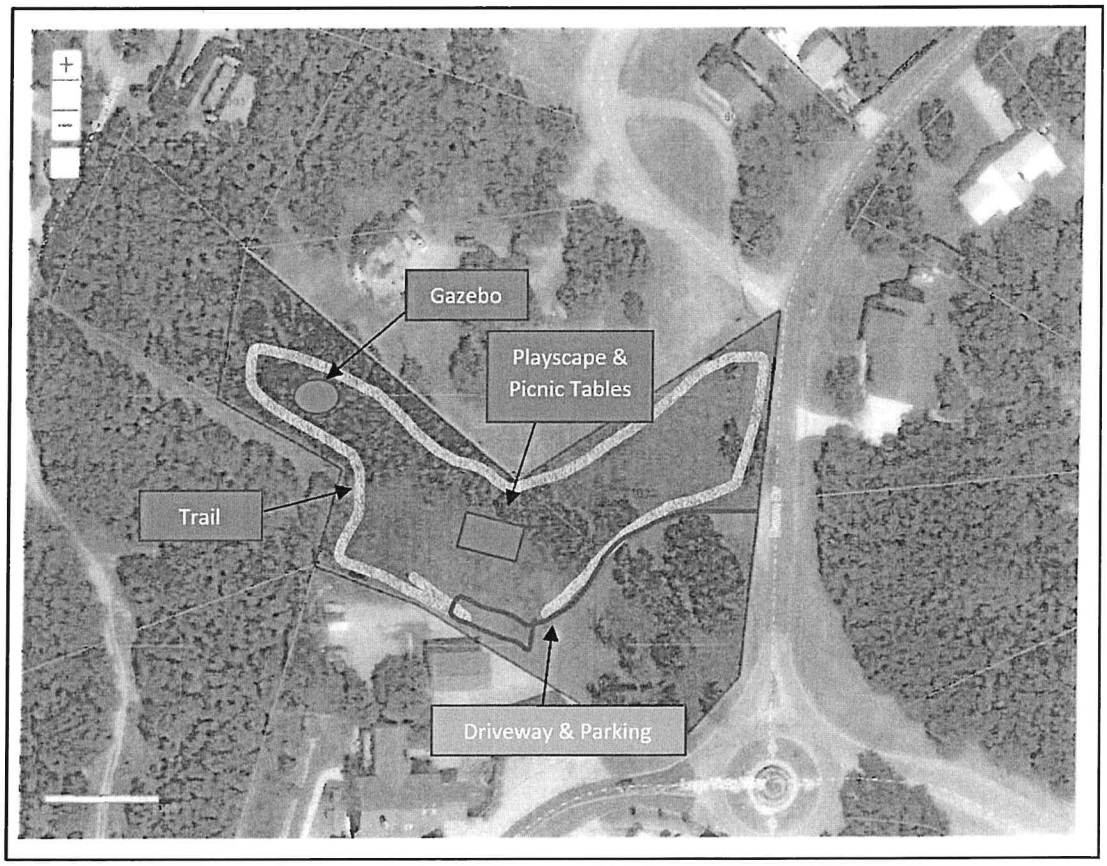
- We believe this property provides an excellent site and location for a park.
- Leverage the existent paved driveway and parking. Parking may require signage.
- Create a trail along the perimeter of the property, including through the wooded area which provide views of the lake.
- Add a playscape and some benches and tables in the shaded area in the middle of the property.

- Add a gazebo next to the trail in a location with a good view of the lake.
- Ask KLVB to update the landscaping / plant selection in the existent bed and develop new beds close to parking / playscape for beautification.
- Possible site for a butterfly garden.

Estimated Costs:

We recommend a phased approach to enable usage of the park in FY2022 (i.e., trails, benches) with additional amenities to be added in FY2023. Following is proposed phasing of amenities and estimated costs.

| Phase 1 Proposed Amenities | Estimated Cost |
|---|---|
| Complete clearing and create trail around property and into woods. | $1,000 |
| Benches at points along trail – 3 total at $500 each | $1,500 |
| Picnic Tables under trees (near playscape) – 2 total at $1,000 each | $2,000 |
| Phase 2 Proposed Amenities | |
| Playscape located near shaded area | $50,000 |
| Gazebo at key viewpoint | $20,000 |



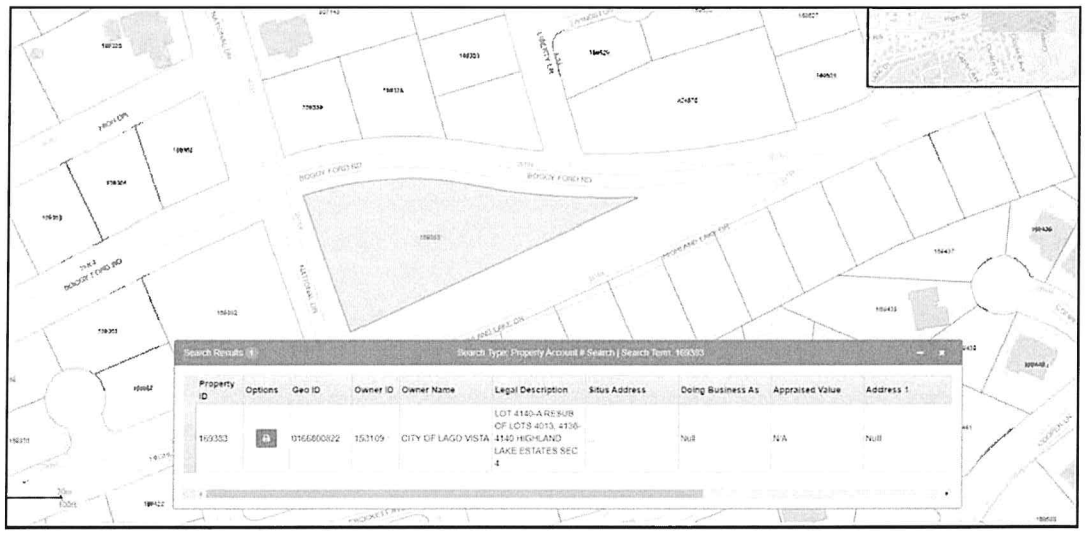
## Bowdoin Point

Background:

**Parcel ID 169383**

This property is located at the corner of Boggy Ford Rd and Highland Lakes Drive and is an existent park and common area. The property is in the process of being rezoned to the appropriate park zoning.

Bowdoin Point has flat topography with an existing swing set and bench which are located in a shaded area. Many people walk their dogs here. There is a small concrete area for parking plus additional parking along Highland Lakes Drive. It is close to several neighborhoods and is easily accessible by golf cart. KLVB maintains it and has done a wonderful job improving and beautifying this area.




Recommendations:

- Add a playscape with accessible components next to the swing set so families can more fully leverage this as a playground / park.
- Add a mulched trail along the perimeter to facilitate walking / dog walking.
- KLVB are planning on adding a mural to hide electrical boxes. We also recommend adding a butterfly garden.
- May be advisable to consider adding a fence around the playscape areas or some sort of barrier from the road, especially the Boggy Ford side, as this road is heavily traveled.

Estimated costs:

| Phase 1 Proposed Amenities | Estimated Cost |
|---|---|
| Create a trail around perimeter and connecting to play area. | $1,000 |
| Playscape located near shaded area | $50,000 |
| Phase 2 Proposed Amenities | |
| Butterfly garden or art / sculpture | $10,000 |
| Fence around playscape and swing set | $10,000 |

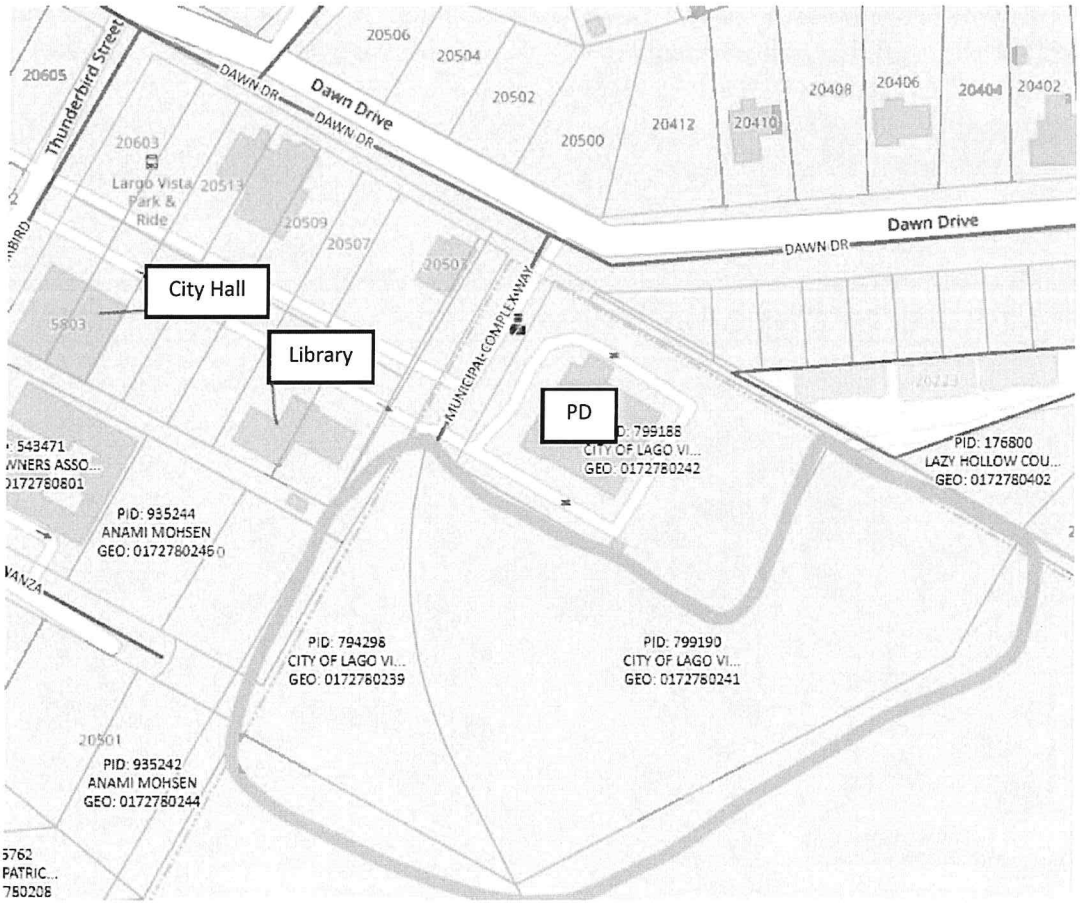
## "Town Center" City Park

Background:

**Parcel ID 794298 and 799190**

These two parcels comprising six-acres are located behind the police station and library and include an upper, relatively flat area along with a sloped area overlooking a canyon. The property includes abundant trees and shade at its entrance and in the area adjacent to the library. We understand plans for the property may include an expansion of the police station or its parking area in the space directly behind the current police station. Past plans have also included a green center.

We advocate leveraging this wonderful space for something better aligned with the "town center" concept introduced in the 2030 Comprehensive Plan for the city. This could include the proposed "park" amenities below, as well as a community or senior citizens center adjacent to the proposed water feature.




Recommendations:

We recommend the city designate this space as a "Town Center" city park with specified amenities, as follows:

- Splash Pad / Water Feature: Amenity for kids of all ages with an excellent location close to the library. The city could charge for access so ongoing support and maintenance are paid for through the revenue stream.
- Butterfly Garden or Art Murals/Garden: Also a great amenity for families. The library and/or KLVB could sponsor the garden and ensure its upkeep.
- Trails, benches and picnic tables
- Ampitheater: the topography of this land is perfect for an ampitheater. The city would need to add in a clamshell or stage toward the bottom of the hill. This would provide for performances and community gatherings close to the city center. (Note: the 2030 Comprehensive Plan also recommended this space be used for an ampitheater.)

Estimated costs:

| Phase 1 Proposed Amenities | Estimated Cost |
|---|---|
| Create a trail around perimeter | $3,000 |
| Butterfly Garden | $7,000 |
| Benches at points along trail – 3 total at $500 each | $1,500 |
| Picnic Tables under trees – 3 total at $1,000 each | $3,000 |
| Phase 2 Proposed Amenities | |
| Splashpad (estimated cost depends on size and complexity) | $100,000 |
| Phase 3 Proposed Amenities | |
| Ampitheater: clamshell and stage or covered stage | $50,000 - $100,000 |

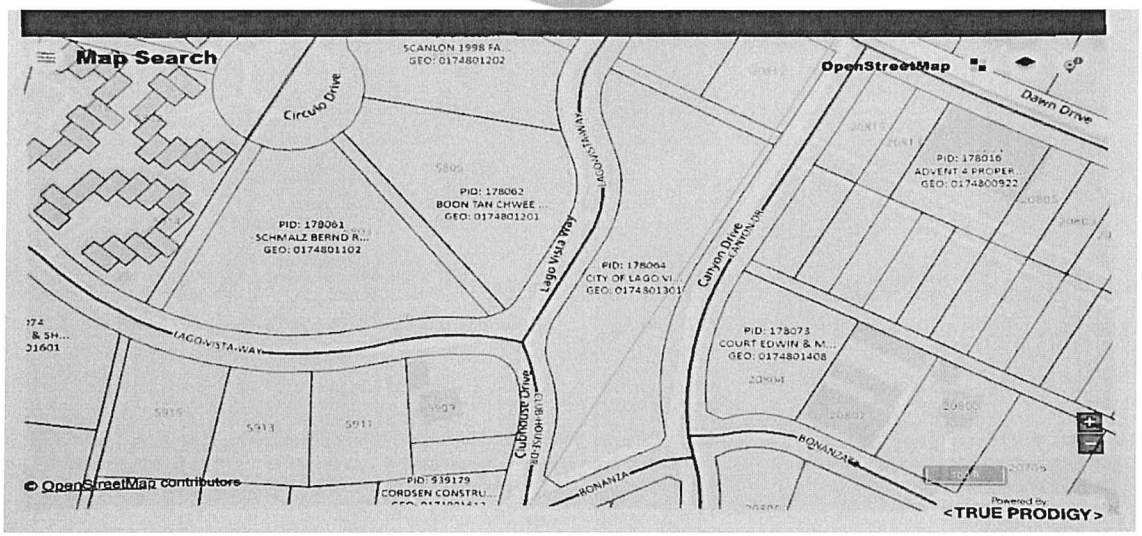
## Bonanza Property

Background:

**Parcel ID 178064**

It is PRAC's understanding that this property is still owned by the city and is not being rezoned from Parks to multi-family. Quite a few residents walk here or walk their dogs in the area because of the natural beauty. This is a large property with varied terrain. The upper portion (closer to Dawn Drive) is relatively flat and could easily support amenities. The rest of the property sports plenty of trees (including oaks), shade, and a wet weather creek-like runoff area.

The trees could be cleaned up to allow more room for the oaks and other non-juniper trees and shrubs, as well as to configure a trail around the property. The wet weather stream would add to the relaxing ambiance of this potential park area. This lot is close to Dawn Drive and the city municipal center. Locating a park here would contribute to the "town center" vision, including parks and walkable areas, as depicted in the 2030 Comprehensive Plan.




Recommendations:

We recommend the city retain the current Park zoning and designate this property as a park or green space. Following are recommended improvements and potential amenities:

- City personnel clean out applicable trees and scrub brush.
- City personnel (along with interested volunteers) create a mulched trail through designated areas and the perimeter of the property.
- Small dog park: this is an increasingly requested amenity and residents prefer a dog park that is located closer to residential areas (versus being located at Sunset Park).
- A ropes agility course: which can leverage the natural sloped topography of the site.
- A small community garden.

Estimated costs:

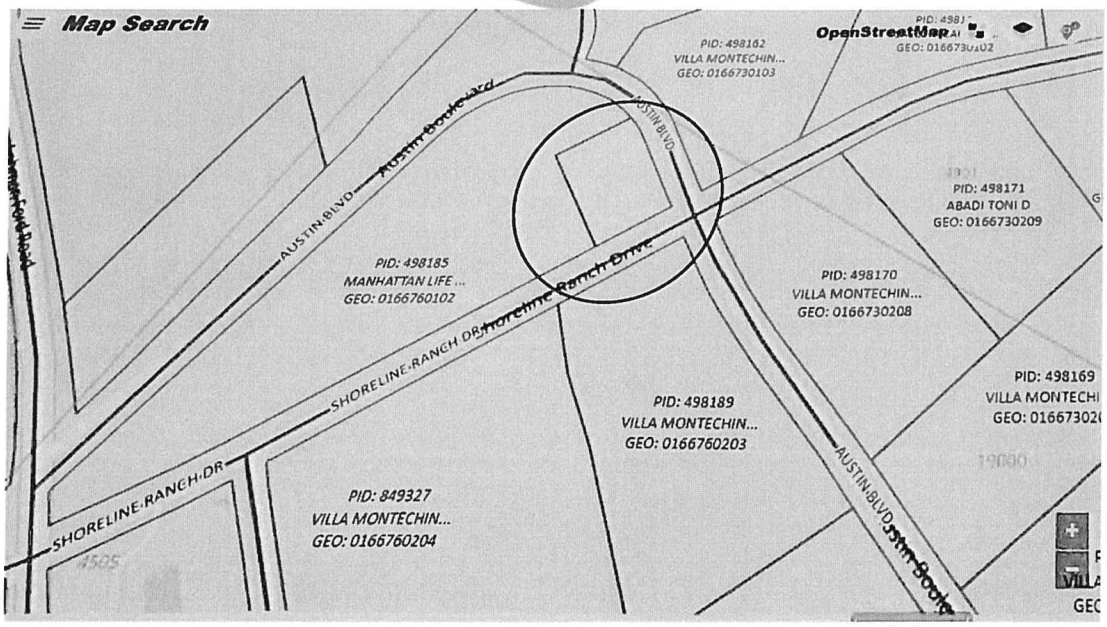
| Phase 1 Proposed Amenities | Estimated Cost |
|---|---|
| Clean out trees and scrub brush; govern wet weather creek / runoff area | $5,000 |
| Create a trail around perimeter and through property | $5,000 |
| Benches at points along trail – 3 total at $500 each | $1,500 |
| Picnic Tables under trees – 3 total at $1,000 each | $3,000 |
| Phase 2 Proposed Amenities | |
| Small dog park | $20,000 |
| Community Garden (cost to city limited to prep work for area – the garden itself would be self-funding) | $2,000 |
| Phase 3 Proposed Amenities | |
| Ropes course | $50,000 - $100,000 |

## Shoreline Ranch

Background:

**Parcel ID 498186**

This property runs along Shoreline Ranch Road and Austin Boulevard (which is off Lohman Ford Rd although closed to through traffic off Lohman). It is PRAC's understanding that the corner along Shoreline Ranch was / is to be deeded to the city as a "green" area, as part of an agreement with the previous developer or owner of the Montechino development. (See the circled lot in the images below.)




Recommendation:

Our recommendations for this property are as follows:

- Leverage this lot as a park or green space and "trailhead" location. Many people walk on these roads and some sort of trail head would be nice. It is also close to the high school and the trails which have been configured for the cross-country teams.
- The property could support an outdoor fitness site with outdoor fitness equipment, which would align well with the trails.
- The property could also support a small "pop up" park with a few amenities for young children.

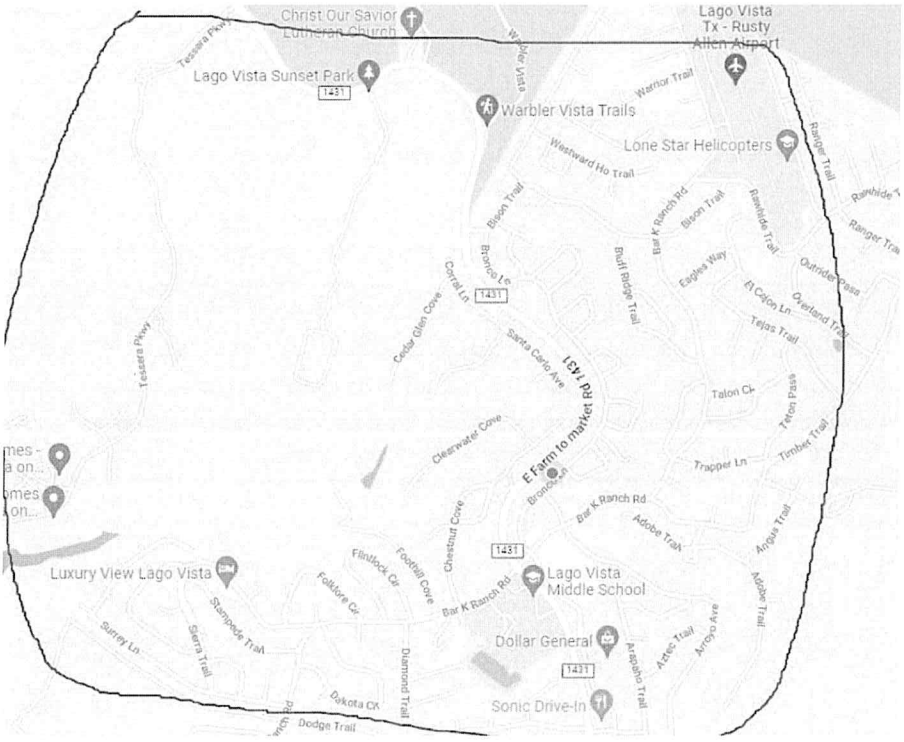
Estimated costs:

| Phase 1 Proposed Amenities | Estimated Cost |
|---|---|
| Clean up and retain as green space, trailhead area | $2,000 |
| Phase 2 Proposed Amenities | |
| Outdoor fitness equipment site (cost depends on quantity of equipment and site size) | $30,000 - $50,000 |
| Toddler playscape and swing set | $25,000 - $50,000 |

# PART B: Trails and Greenbelts

The city can create an incredible trail system by retaining and designating certain city-owned properties, some of which already contain "social" trails, to enable the creation of an interconnected trail system encompassing existent and planned trails and enable better connections (that are walkable and bikeable) to Sunset Park. This can be done in collaboration with other entities, such as the Turnback Canyon Conservancy (TCC), and developments such as Lakeside at Tessera. Lago Vista trails can be publicized through word of mouth and apps such as AllTrails, bringing visitors and tourists to our beautiful city who will then patronize our local businesses.

***The following discussion pertains to properties in this general area of Lago Vista:***




## Bar-K Ranches Area

We have identified multiple trail opportunities in the Bar K Ranches area. These areas would allow connection with existent or planned trails, such as the Lakeside trails and those being worked on or planned by the Turnback Canyon Conservancy. Past comprehensive plans, as well as the lot platting of these areas, show the intention of using the following spaces as greenbelts, and some type of recreation, whether it would be hiking or originally horseback riding trails. Maintaining the following parcels in their current state would allow for a wonderful, multiple mile trail system that would provide residents an incredible space to hike and wildlife an alternative to road crossings.

The Turnback Canyon Trail Conservancy is also developing a plan to connect the Turnback Canyon Trail Conservancy trails (and Sunset Park) to the Balcones Canyonlands Wildlife Refuge. The Balcones Canyonlands offers many miles of trails, and again, this would create another opportunity for day tourism and economic development opportunities.

We believe that a Trails Master Plan, in collaboration with applicable partners, such as the Turnback Canyon Conservancy, Lakeside at Tessera, LVPOA, etc., would benefit the city and the parks and recreation department.

Specific Trail Recommendations:

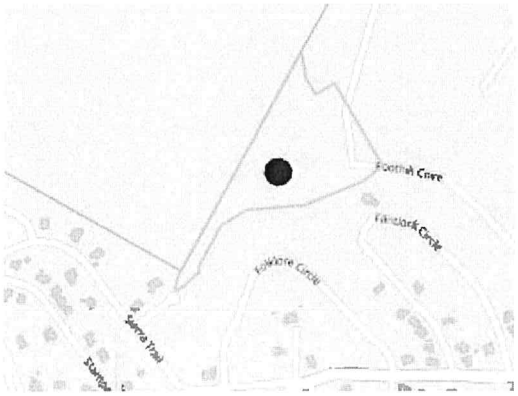
## Sunset Park/Turnback Canyon

**Parcel ID: 566637** is approximately 313 acres and the home of Sunset Park, effluent management systems with pond/sprayers, and Turnback Canyon Trails. In addition to the trails bordering Sunset Park established by the city Parks and Rec department, there are established social hiking trails that are being converted to trails that will withstand heavier use. The Turnback Canyon Trail Conservancy (private nonprofit partnering with the city) has been awarded multiple grants to create/improve hiking trails to better withstand erosion and to accommodate a larger range of hiking abilities, as well as connecting older, established developments in Lago Vista with new developments in the Lakeside community.

Protecting this area for hiking/mountain biking will also protect greenspaces for wildlife – deer, fox, beavers, and the Golden Cheeked Warbler among many others. With the growing population of the Austin area, we also see a potential draw for day tourism to help support local restaurants and businesses. Turnback Canyon Trail Conservancy was awarded their first federal grant administered by Texas Parks and Wildlife in 2019. Funds from this grant were released November 2021, and the corridor for the first phase of the trails in the Turnback Canyon have been cleared in anticipation of the construction of the trails. Please see the area highlighted in blue below.

**Parcel 182302** is approximately 9.4 acres that borders the above parcel and connects to Lake Travis. Much of this parcel is in the floodplain. This parcel also includes social hiking trails and is included in the Turnback Canyon Trails plan. Please see the triangle shaped area highlighted in yellow below.

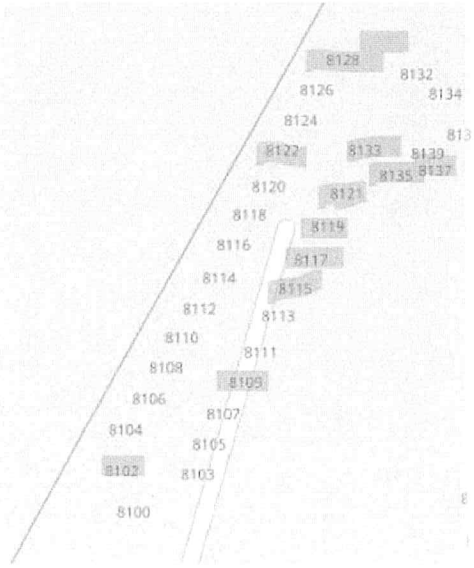
**Parcel IDs: 566666 Foothill Cove** – This parcel of land, roughly 9.5 acres, serves as the trailhead for Phase 1 of the Turnback Canyon Trails. This parcel starts at the end of Foothill Cove and borders Parcel 566637. This area includes a deep ravine, and the map appears to have a road that runs through it, but this does not exist. This area also includes potential community access points to the trails. Please see the highlighted section below.



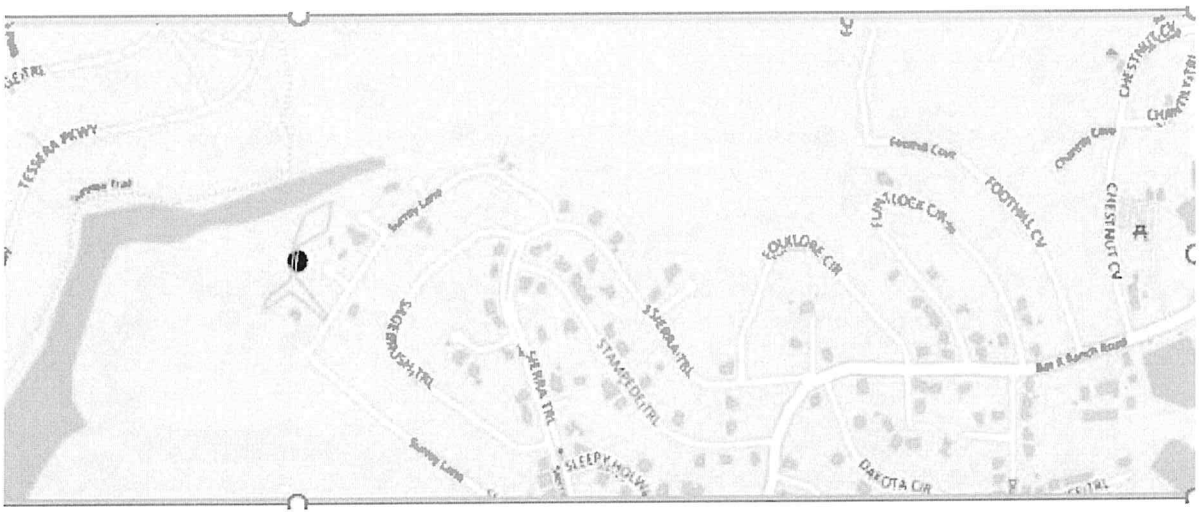

**Parcel ID: 183173 - 8137 Foothill Cove** – This parcel is across the street from the above parcel and borders the old Bar K Golf Course. This parcel is on a very steep ravine and catches the runoff from the street. This lot is calculated as part of the trailhead for the Turnback Canyon Trail. This parcel is also located where the road actually ends, contrary to what the Google Maps image shows. (See below.)

**Parcel IDs: 183131 - 8102 Foothill Cove; 183136 - 8109 Foothill Cove; 183139 - 8115 Foothill Cove; 183140 - 8117 Foothill Cove; 183173 - 8037 Foothill Cove; 184036 - 8121 Foothill Cove; 184037 – 8133 Foothill Cove; 184038 - 8135 Foothill Cove; 184039 - 8137 Foothill Cove; 184043 - 8130 Foothill Cove; 184044 - 8128 Foothill Cove; 184047 - 8122 Foothill Cove; 459020 - 8119 Foothill Cove**

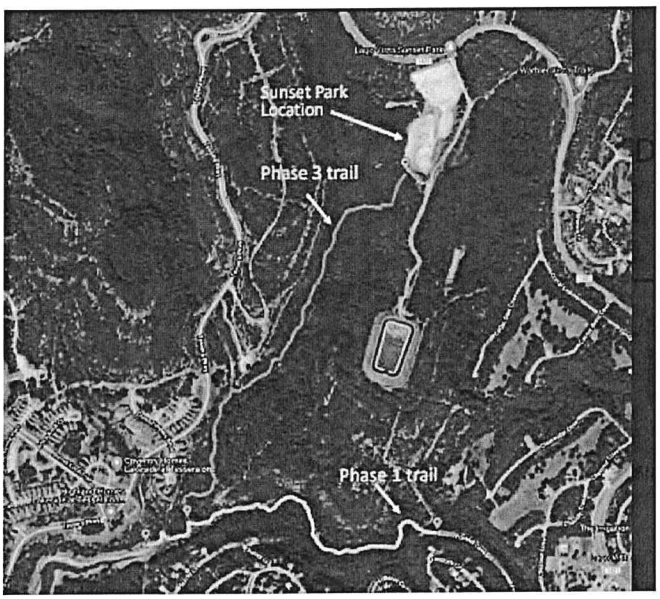
These parcels are located on the section of Foothill Cove that is on the other side of the non-existent bridge. Road access to these lots would require extending the existing Foothill Cove or extending the Clearwater Cove over a deep ravine. Maintaining city ownership of these parcels will provide for future possible rest areas along the trail. A few parcels also create a corridor that can provide community access to whatever future development happens at the Old Bar K Golf Course. It also provides a corridor for wildlife to use, away from the roads, to get to the large, undeveloped area around Sunset Park, and to gain access to water. Please see below for an overview of this area. <u>While we believe that all lots should remain as City property, we would prioritize the following parcels as parkland: 184044, 184047, 184036, 184037, 185039, 184039, 184038.</u>



**Parcel ID – 498835** is an odd-shaped parcel of land, approximately 1.5 acres, located on Surrey Lane. This property borders parcel 182302. This property includes a large portion that is in the flood plain, so future development is limited. This property does provide another great community access point to the trails from Surrey Lane, while also protecting a larger area for wildlife habitat and protected green space for the future development that will go into the area currently known as Mahogany. This could also provide a future pocket park for the area. Please see the yellow highlighted parcel below.




The maps below roughly show the plans for the Turnback Canyon Trail Conservancy trails.



Connecting to Surplus Property – Exhibit B: If you follow the path below (a combination of streets and sidewalks), the properties on Foothill Cove (and essentially Sunset Park) could be connected to Exhibit B of the Surplus Property List (*City of Lago Vista, Texas Resolution No 19-1791*), providing a walkable trail system and loop encompassing even more of the city.

## Accessible Trail Between Middle School and Sunset Park

**Parcel 566662 (SE ROW along 1431 from Bar K to Bison Trail), Parcel 566664 (NW ROW along 1431 from baseball fields to Cactus Bend), Parcel 566684 (NW ROW along 1431 from Cactus Bend to parcel 566637).**

Create a trail from the middle school and sports complex to Sunset Park. This would facilitate safer travel between these areas and help make Sunset Park more accessible to our youth. The trail would run

adjacent to 1431 and veer off into the woods in some areas. It could leverage the relatively flat and cleared portions already available from the pipeline work that was completed last year.

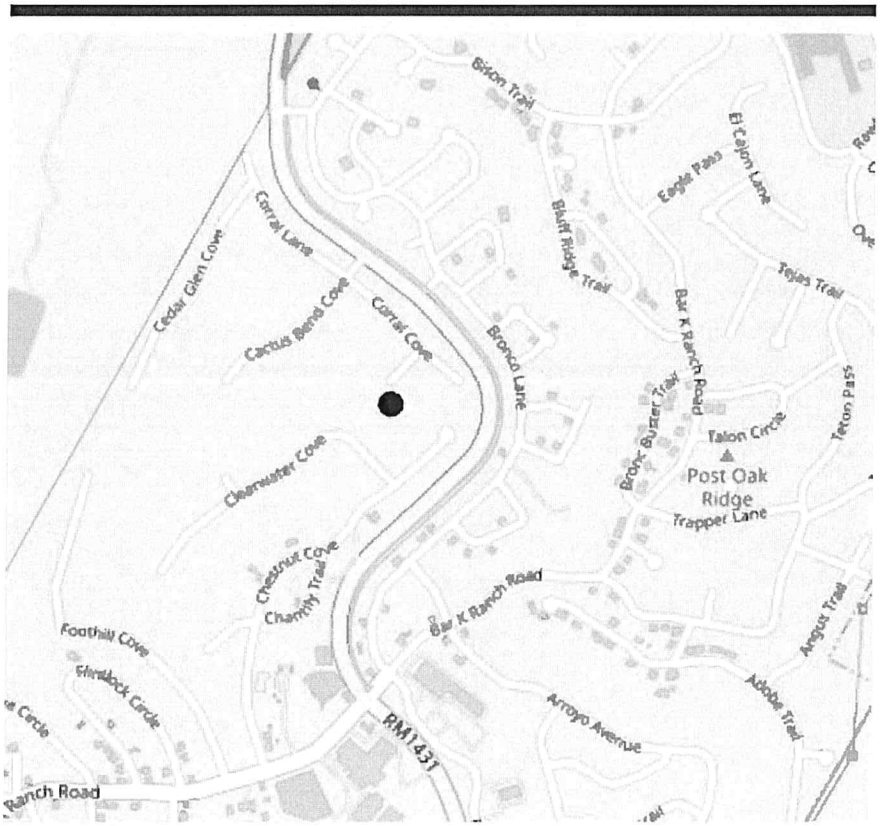
Estimated costs: TBD.

Would include some clearing, although the currently cleared area would need to be smoothed and mulched.

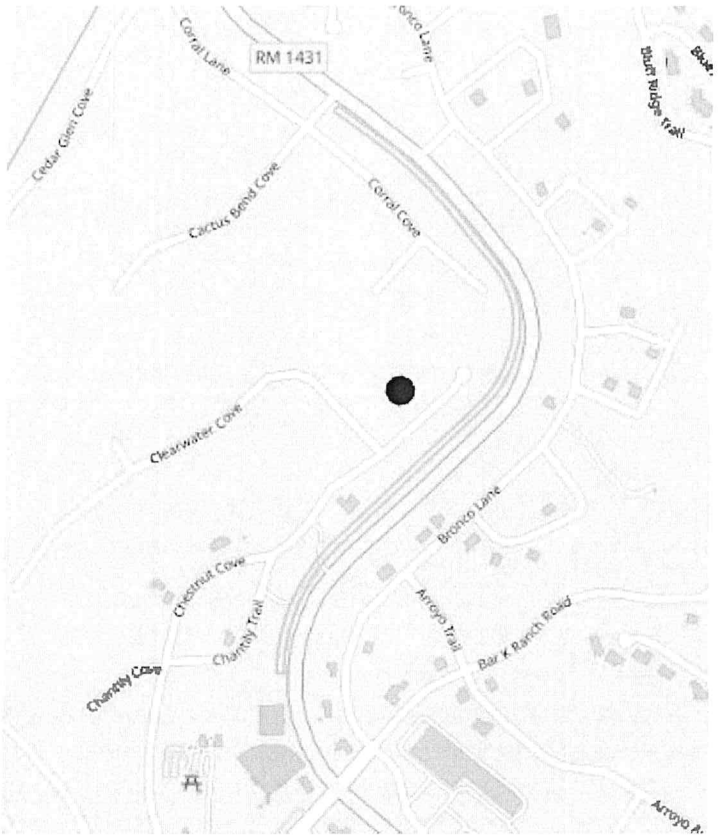
We recommend a phased approach for development:

- Phase 1: mulch the trail plus add signage.
- Phase 2: Apply for a grant and pave the trail to make it more accessible.

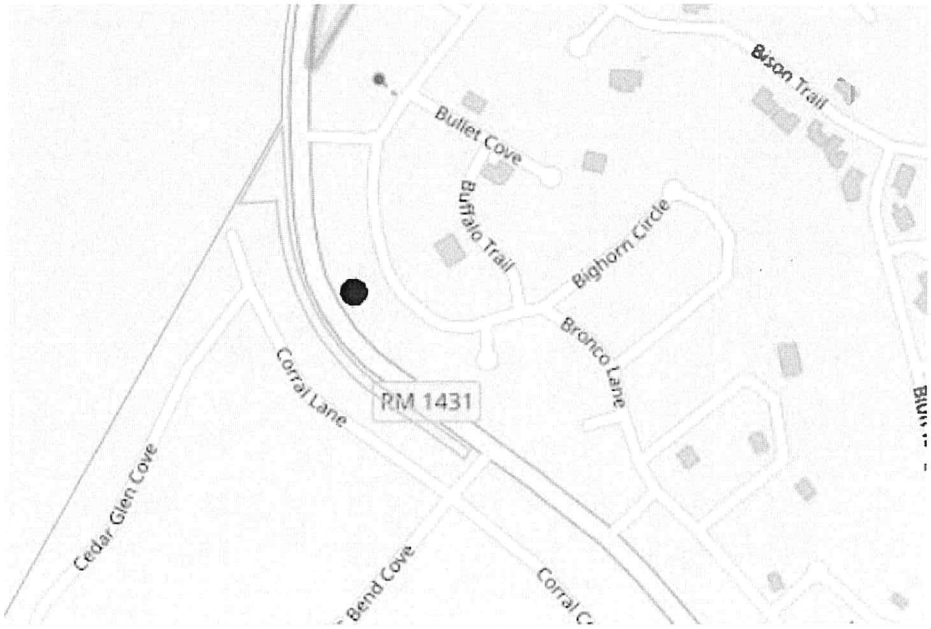
**Parcel 56662 (highlighted in orange):**



**Parcel 56664 (highlighted in orange):**

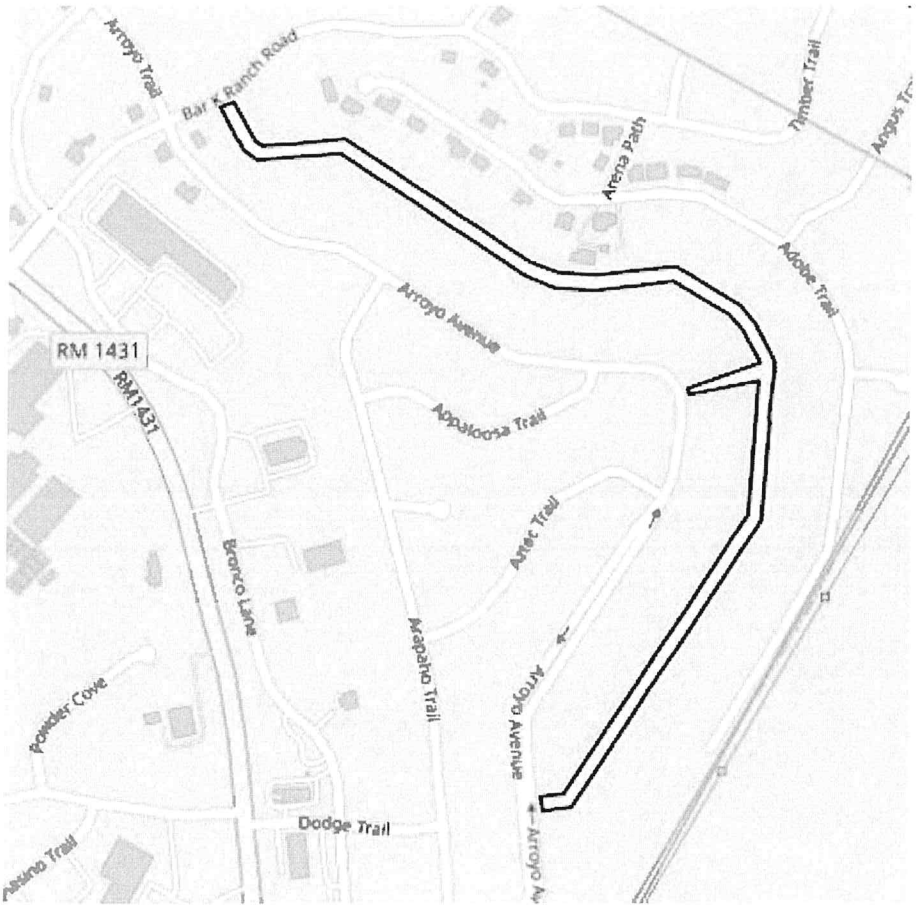



**Parcel 56684 (highlighted in orange)**

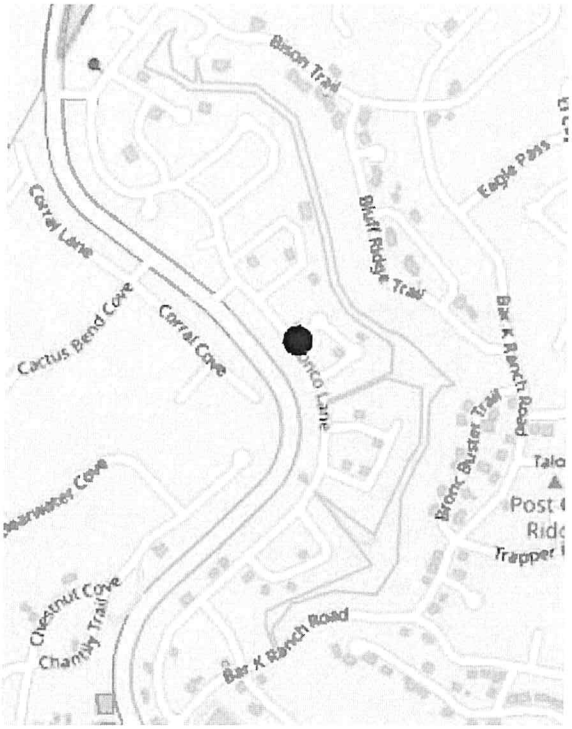


## Develop "The Bowl" Social Trails

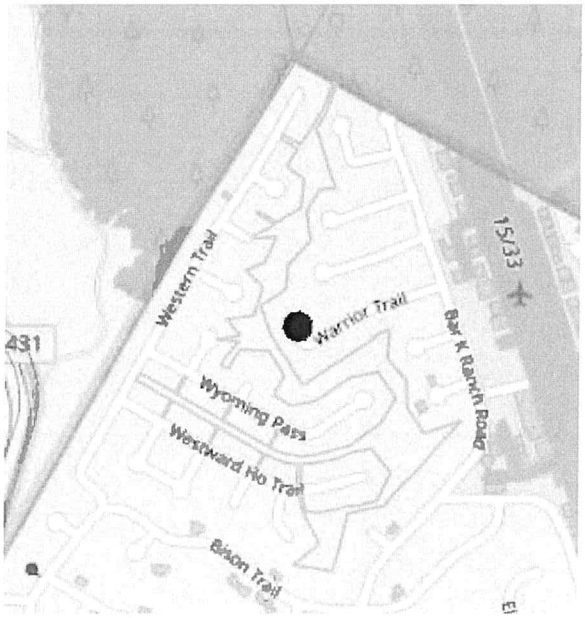
Build up the existent social trail that runs on city property around "The Bowl", i.e., trails that run between Arroyo and Adobe behind the Sonic, and across Bar K towards the Balcones Canyonlands Refuge. The trail has stunning views of the city, hills, and lake as well as wonderful natural areas and birdwatching. This trail would connect to those planned by other entities (see planned trails discussion above). Due to the narrowness of this area, it might make sense to leave these as more social trails than fully developed hiking trails. Again, this would also provide more protected greenbelt space for wildlife crossings.



**Parcel 566663** – Greenbelt space that runs the ridgeline from Bison to BarK Ranch Road.




**Parcel 566683** – Greenbelt that runs the ridge/hillside from Bison up to the edge of Balcones Canyonlands. Much of this area is fairly steep.



# PART C: City Surplus Property Recommendations

This section includes analysis and recommendations for the city-owned surplus properties as identified in *City of Lago Vista, Texas Resolution No 19-1791*. It is organized according to how the properties are organized in the resolution, i.e., as Exhibits A through G. We enhanced the maps by resizing and adding reference street addresses.

## Overview of Approach

Our initial approach was to begin reviewing these properties for suitability as potential parks, trails or greenbelts, natural spaces, or other amenities. We created a scoring matrix (see Part D) to help facilitate and provide consistency for our overall assessment of each property. Our intention was to recommend the city retain any properties with potential and proceed with a new resolution specifying the remaining properties that could be put up for sale.

Through our review and research, we learned that the original designers of the cities of Lago Vista, Jonestown and Point Venture had access to masterful engineers who developed an amazingly comprehensive design plan (we are assuming in cooperation with the LCRA). Their plan anticipated not only the platting and future development of the city, but also requirements related to accommodating proper and sufficient watershed, flood control and drainage from developing areas for this important Lake Travis watershed area.

Toward those ends, it is apparent that the engineers and planners specifically designed "strips", along with other lots and tracts, to remain as city owned and controlled land in order to:

- Help protect the developed areas of the community from flooding (in much the same context as Lake Travis was designed to control and/or minimize flooding in Austin);
- Allow for sufficient, cooperative water drainage and watershed into Lake Travis as the city became more developed and the density of improvements increased;
- Ensure preservation areas for community greenspace and recreational amenities, including connecting trails / greenbelts throughout the city, as well as retention of natural spaces and habitat; and
- Provide areas for city administration, utility, and maintenance buildings / yards.

We are concerned that these so-called "surplus" properties were not properly audited by the city. They consist of ***critical city infrastructure***: Lake Travis watershed tributaries and tin-horn drainage areas that should have been monitored and maintained by the city's public works department. They also provide tremendous opportunities for trails, greenbelts and mini-parks and amenities on certain properties, not to mention preservation of habitat which is becoming increasingly important as the city grows.

Therefore, our original task to evaluate properties for suitability for parks or greenspace necessarily expanded to wider considerations of the more complete context for which these properties were created.

## Overall Recommendations

We believe that, as part of its responsibility to our community, the city should retain these properties to ensure we maintain the designed, efficient flood control and developed lot drainage inherent in the city plan, as well as leverage specific greenbelts and lots for parks and recreational opportunities. This includes the following recommendations:

- Retain city ownership of these properties;
- Maintain the viability of these properties as drainage, water control and natural spaces, including periodic maintenance to keep them clear of debris buildup;
- Identify any additional city-owned properties that have not been audited for potential as water control, drainage, green space and/or recreational opportunities; and
- Add amenities or maintain specific properties as per the recommendations below.

Therefore, it is also our recommendation that the city place a moratorium on any sale of city-owned properties until a proper audit can be conducted. The city should also consider this in the context of the planned update to the city's Comprehensive Master Plan (potentially targeted for FY2023), as well as the potential HUD grant opportunity which could be used to fund comprehensive parks and recreation planning and design. It seems inadvisable to sell off properties until the city has completed its comprehensive parks and trails plan.

The chances of the city being able to recover properties that some may wish to sell, or that have already been sold, should their need become more critically obvious at a point in time, would be slim at best. We have come to understand and believe that "surplus" is a misnomer in the context of these city-owned properties – for they are critical, for all constructive intents and purposes, to Lago Vista's growth and viable development.

In addition, we ask the city to consider the following specific recommendations for the properties we were tasked with reviewing.

## Exhibit A

**Exhibit A:** Located on the North side of 1431 and South of the South end of the airport on Adobe Trail. Although these areas aren't obvious drainage or watershed, they are located such that this more gradual watershed area collects throughout many high-water ***creek beds*** that all seem to feed the Devils Cove areas of the Lake.

- **A1** is at end of Archer Cv. cul de sac and is less than a lot size, abuts the major Electric Highline senderos that runs between the very large tract of Dezendorf Family Trust Land between Lago and Jonestown. The Trust also owns the lot next to A1 and has made a 4-wheel vehicle access trail to their Trust property on the other side of the Highline senderos. Allows valuable permanent access to this major Electric Supply Highline.
- **A2** is a larger triangular shape at the end of the platted lots on Adobe. It abuts and allows more extensive access to the Electrical Highline senderos, sits higher than the road and will make a lovely ***elevated viewing greenspace*** with perimeter room for a ***"social" trail / dog walk, benches, lite activities apparatus*** and possibly parking.

## Exhibit B

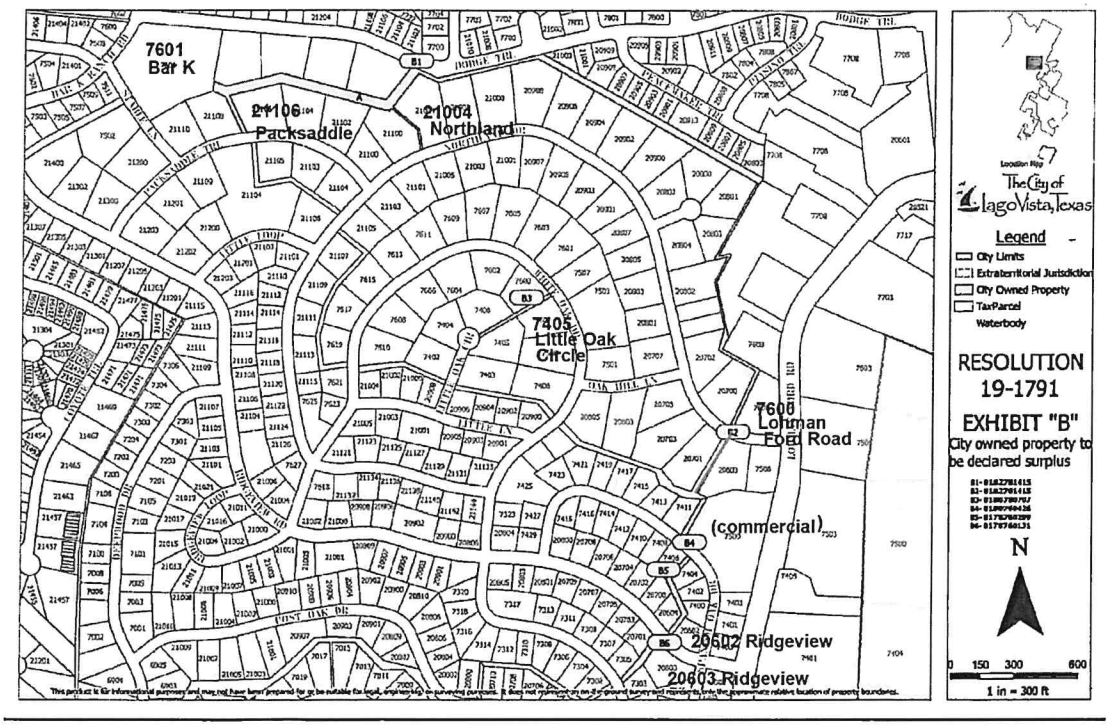



**Exhibit B:** Major **Trail** opportunity that begins just south of Lohman Ford between Spanish Oak, Post Oak and White Oak. This is at the top of a 3-prong creek canyon emptying into the Lake just south of the Bar K inlets. It continues all the way around Northland Dr to Dodge Trl, between Dodge Trl and Packsaddle, to end into the Bar K area. Here, it can ***connect contiguously to the Foothill Cove Trail*** and also, in time, to the ***trail around Sunset Park***. *[**B** is to the north of **C** and west of 1431].*

- **B1-6** Is a wonderful potential ***hiking*** thoroughfare locally referred to as the old **'Horse Trail'** areas - and an important part of the watershed at the beginning of one of the ***four major creek canyons*** feeding the Lake around the Bar K area. It ends as a ***still flowing***, ***mostly northern creek feed*** - with ***a lovely waterfall*** and many ***bench/table rest spots*** - to the Lake in the Bar K area.

**Note** that Bar K has about **four** significant **watershed creeks** feeding the lake at the Bar K area. On Exhibit B there are **two** of those areas where it appears that the ***watershed directional strips or Horse Trails no longer belong to the City.***

## Exhibit C

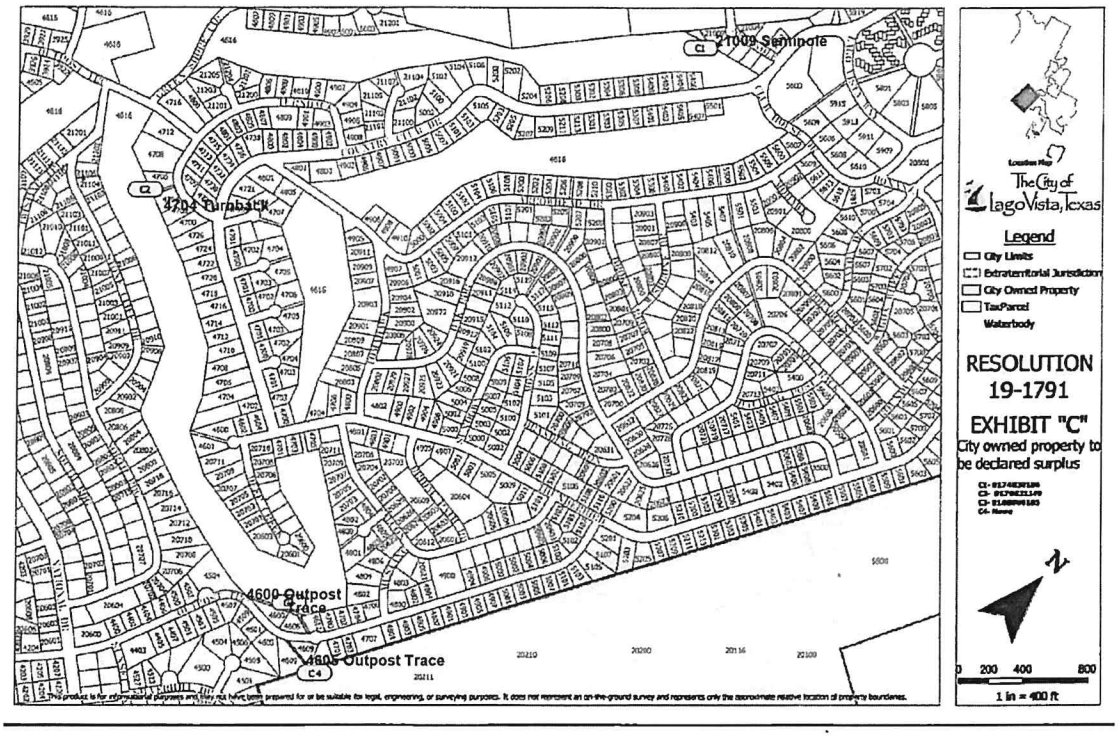



**Exhibit C:** Circular area from Seminole>>Turnback>>Outpost Trace, draining neighborhoods around parts of Lago Vista Golf Course with multiple sets of multiple TinHorns. Sadly, there appears to be 11 additional strips that no-longer belong to the City; however, clearly direct watershed to creek feeds into the lake at the Green Shores area. *[**E** is south of **C.**]*

- **C1-C2** Small important drainage [Turnback and Seminole] to the Green Shores lake inlet area. C1 also abuts existing LV city water/utility property and buildings.
- **C3-C4** In concert, large watershed basin from edge of Lag Vista Golf Course under Outpost Tr, through part of Highland Golf Course to major creek canyon into the lake at the Drapers Cv area. Could also be beautiful greenspace area on both sides of that Outpost curve and bordering LV Golf Course.

## Exhibit D

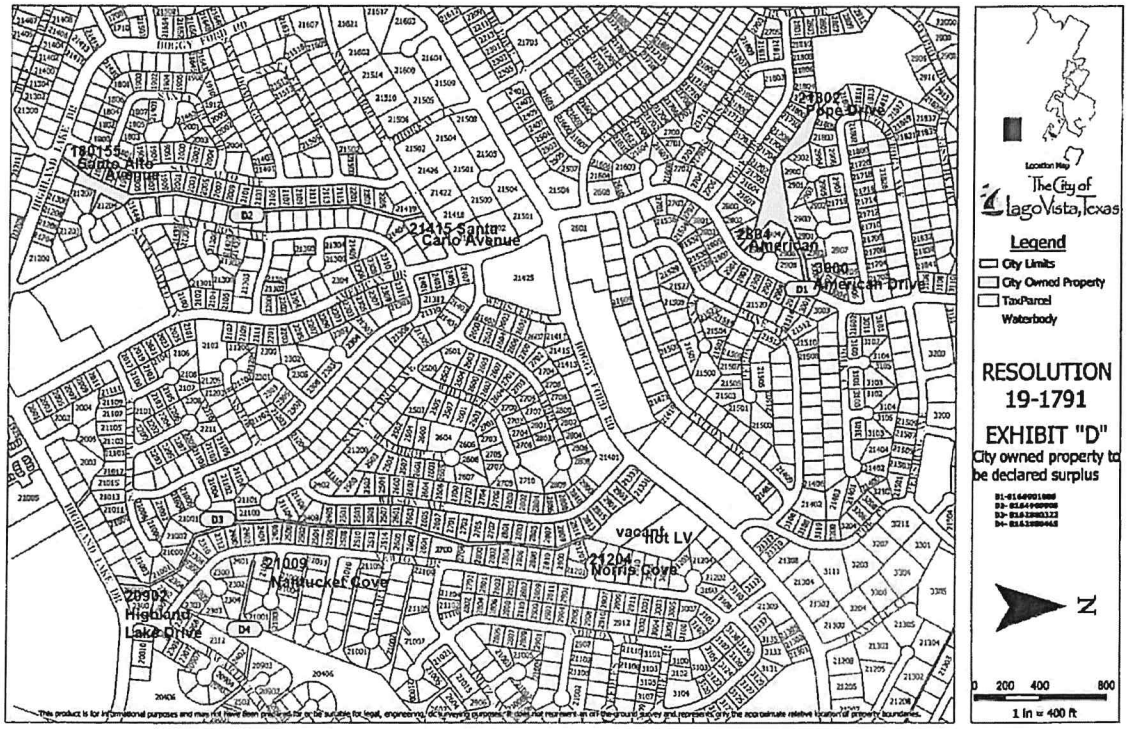



**Exhibit D:** Located toward the western Lago peninsula, from The Island to Hancock Park *[**D** connects to east side of **F**]*.

- **D1** Large Y-shape canyon drain with TinHorns at American Dr NW to Pt Cove lake inlet south of The Island. It runs into a large canyon watershed tract, wrought iron fenced in, originally city property now private property; and is now a private greenspace oasis; with large deer habitat beautifully manicured.
- **D2** Very long, beautiful ***Trail*** possibility, watershed from Santa Carlo down Santa Alto canyon creekway to Lake inlet east of Emerald Boat Ramp. As it approaches Highland Lake Dr., it widens to an area that could also be a sizeable ***community park area*** with **Ropes Course, tables, benches, swings, social trail and dog walking area. Note:** *In the wider part, on approach to Highland Lakes Dr, there is a large concrete manhole sewer access with unburied apparent sewer pipe running on ground surface and in the air from house toward this manhole – see the small triangle of city prop from the cul de sac to this larger watershed greenspace area of D3.*
- **D3** Partially developed area between Wilson and Newton divided by a very long canyon w/ creek drainage and ***trail, bench, serene lake view*** possibility. It carries watershed from Boggy, across from POA Boggy Ford Park property, all the way down between Wilson and Newton, under Highland Lake Dr., to feed the lake at the Hancock Pk inlet area. A `private' wrought iron fence on south side of Highland Lake Dr preserves the beach as a habitat and

greenspace area which the city could match, on a smaller scale, on other side of Highland Lakes Dr.

- **D4** Important short strip drainage greenspace from golf course cul de sac neighborhood to **D3** and to lake. ***Note*** that six other adjacent T-shape strips from the golf course between the cul de sac neighborhoods no longer appear to belong to City, but are important drainage with possible community pathways.

## Exhibit E

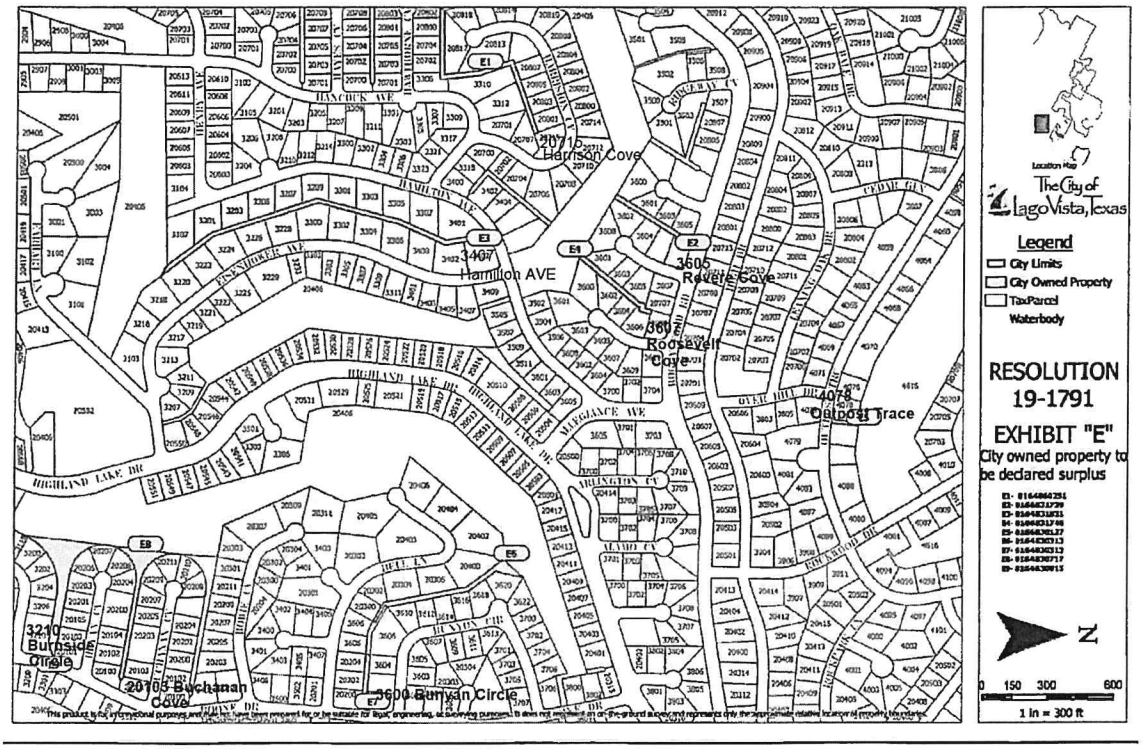



**Exhibit E:** very good potential Community ***greenspace*** with long, medium and short legs for ***social walking, dog walking, rest sites, enjoying outdoor habitats and activity amenities***.

- **E1-4** is a very important watershed from MacArthur and Boggy to the canyon creekways on either side of Hancock feeding Lake inlet at Cody Park. All are excellent ***greenspace social walkways*** with room for ***benches*** and/or ***tables***. **E3** runs behind Eisenhower and is very long with very nice canyon ***trail*** possibilities. ***[E** connects to **C** on the north, and on south with both **G** and **F**, which connects to **D** in a nice composite illustration of the whole Lago peninsula watershed.]*
- **E5** short, important drain - Outpost Tr into deep creek canyon - flows to Lake inlet at Arrowhead Park.

- **E6-E7** Beautiful Social ***Trail / Pop-up Park*** *possibilities* and watershed from Highland Lakes Golf Course into creek canyon between Highland Lake Dr and Boone that feeds lake at Cody Park.
- **E8-9** T-shapes w/***Greenspace, Benches and Habitat*** possibilities - from Highland Lakes Golf Course to Boone to creek canyon between Boone and Continental; **E9** is a deep canyon but has a broad area at edge of golf course with room for community enjoyment ***Greenspace***. Abuts **G**'s substantial Greenspace potentials.

## Exhibit F

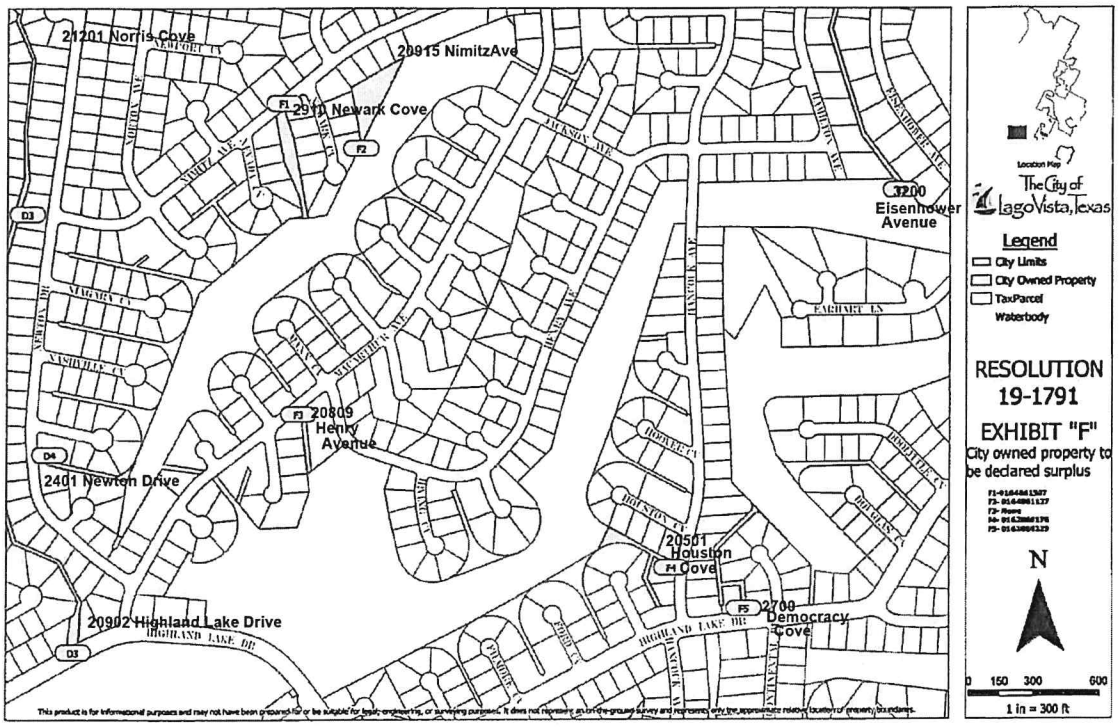



**Exhibit F:** Excellent ***Greenspace areas*** north of Highland Lake Dr from Hancock to Nimitz.

- **F1-2** Nimitz and Highland Lakes Golf Course (TinHorns) a beautiful wide medium-long ***Greenspace*** strip next to a large triangular **F2** catch basin. **F1** has plenty of room and side elevations to accommodate a ***walking path*** around the perimeter as well as places for ***park areas and activities*** – it abuts Highland Lakes Golf Course area right next to **F2** with a potential large ***community park area*** before it falls off into the creek canyon. Canyon creekway flows to Lake at Cody Park.
- **F3** A five-TinHorn watershed drainage ***Greenspace*** strip flowing under MacArthur which has matching TinHorns on north side of street from Highland Lakes Golf Course. However that watershed Greenspace area may no longer belong to the City . **Note:** Six-plus additional T-

shaped land plots between the cul de sacs seem to no longer belong to the City as well. Empties into Hancock Park

- **F4-F5** These are 2 H-shaped, five-TinHorn watersheds under Highland Lake Dr to canyon creek between Hancock and Continental. Empties into Lake at Cody Park...again, the designated greenspace drainage strip on south side of Highland Lake Dr seems to no longer belong to the City.

## Exhibit G

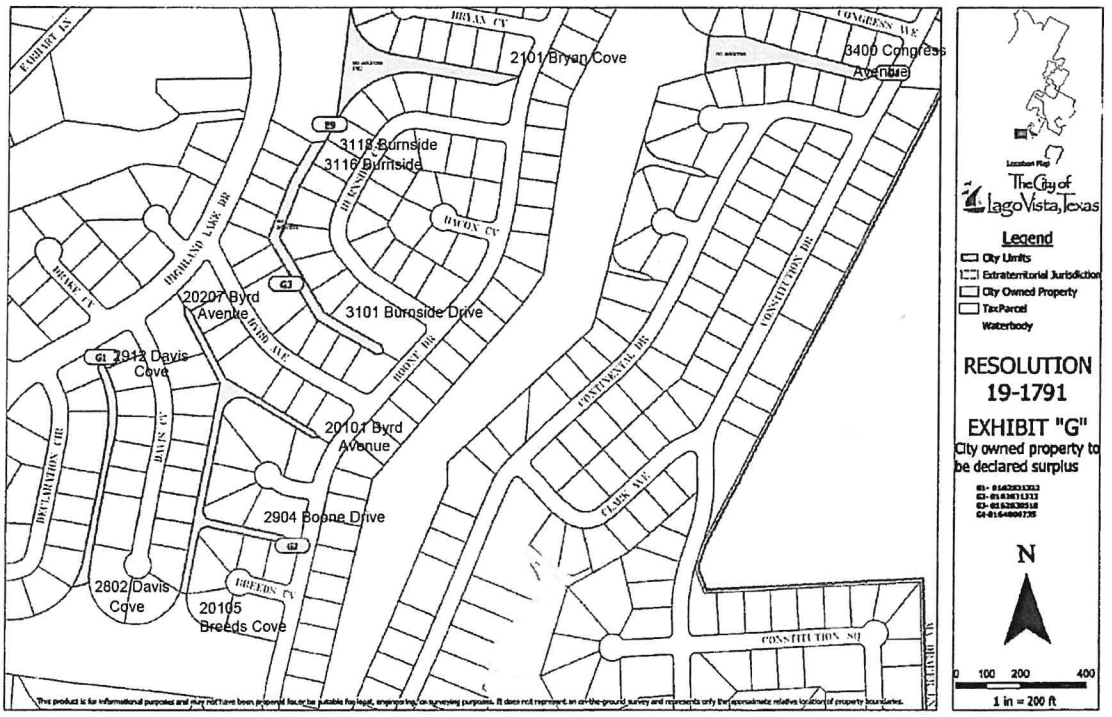



**Exhibit G:** These ***Greenspace***, more gentle watershed strips, are parallel-ish to each other, south and east of Highland Lake Dr to Boone, in pretty much developed neighborhoods, and continue with the - adjacent to the north - **E** 'T' sections. They drain watershed to the canyon creek between them to the Lake's large inlet cove between Cody Park and Drapers Cove. One can readily walk up and down these long sections and go from one to another down Highland Lake Dr and across Byrd.

- **G1** Nice long ***Greenspace*** between cul de sac, parallel to G2 potential ***walking path*** and ***bench rest*** from Highland Lake Dr to Highland Lakes Golf Course.
- **G2** Next cul de sac over, is twice as long of a ***Greenspace*** because it has two perpendicular fingers and beautiful ***open triangle Greenspace space in middle area - Community Social Trail w benches, table, community garden, toddler park, dog walking...*** and it looks as if one can walk across Byrd through a significant open area between two houses, to **G3** which is directly adjacent to **E9** to the north.

- **G3** This is an extra wide semi-circle ***Greenspace*** strip, semi-clear, between Burnside and Byrd, to Boone. Beautiful potential ***walking pathway, benches and/or table, community nature area.*** *(**Note:** within **G3** there are at least two homes making parts of it as a personal area. One is depositing large trash, old big barrel and broken stuff in this city zone, and another has made a little sitting area with a fire pit to relax and enjoy the natural surroundings.)*
- **G4** A large `T' ***Greenspace Habitat large enough for neighborhood social perimeter trail with dog walking and bench rests.*** It is to the east side of that Highland Lakes Golf Course area, between Congress cul de sac, off the golf course with two to three TinHorns carrying canyon creek drainage under Constitution to the Lake at Draper's Cove.

## Representative Photos

Following are some representative photos organized per "Exhibit".

### Exhibit A

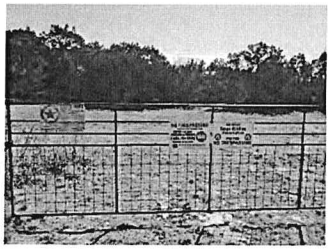


**Exhibit B**

**Exhibit C**

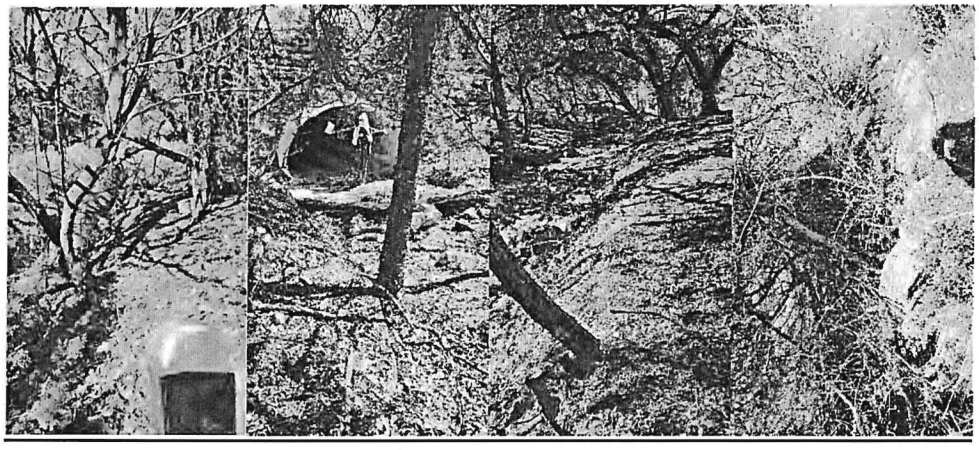
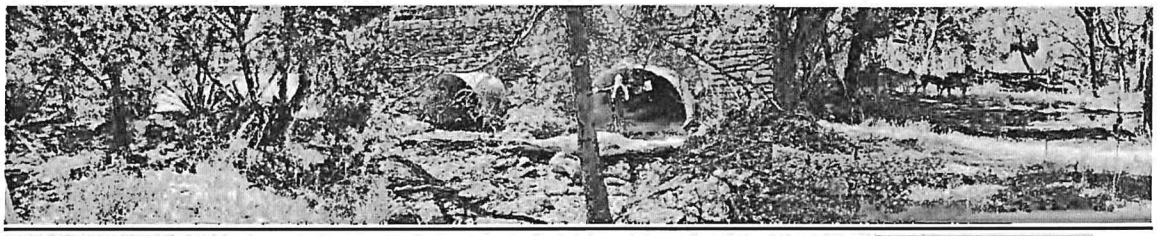


**Exhibit D**



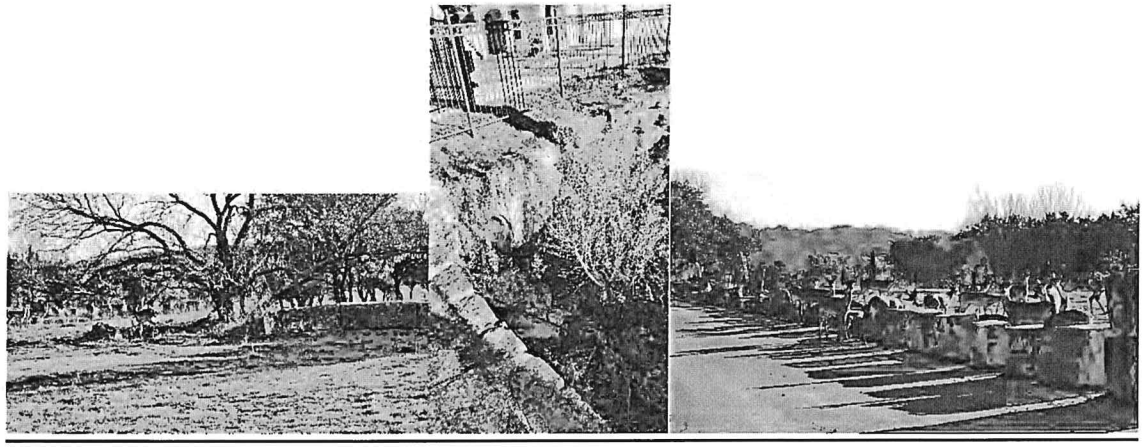


**Exhibit E**

**Exhibit F**

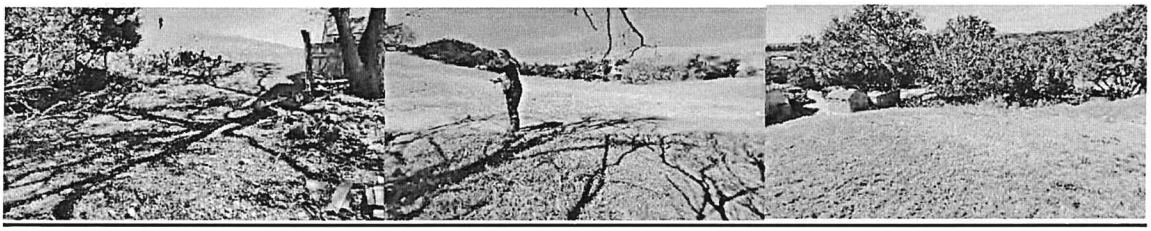
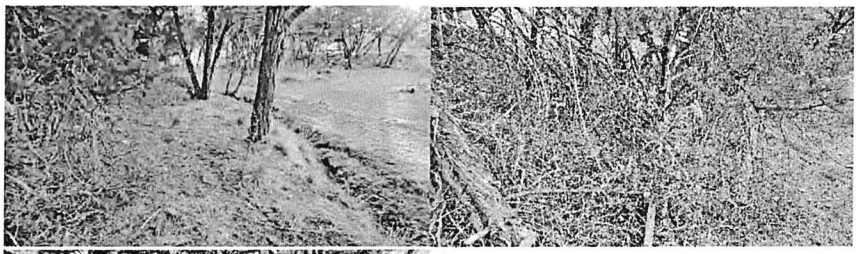


**Exhibit G**



# PART D: City-Owned Surplus Property Scoring Matrix

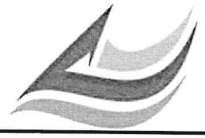
This section includes the scoring matrix results based on the evaluation rubric the committee created for the city-owned surplus properties we were asked to evaluate (as identified in *City of Lago Vista, Texas Resolution No 19-1791*).

The scoring matrix for evaluation of the surplus properties includes the following components:

- Pedestrian Accessibility
- Sufficient space for a popup park, playground, other activities
- Room for benches or resting spaces
- Any drainage or terrain issues
- Available parking area or spaces
- Suitable surroundings / contiguous properties
- Appropriate to retain as greenspace, garden, or habitat
- Provides trail or greenbelt opportunity and/or continuity
- Has lake or hill views

Each component was scored in a range of 1 to 5, with 1 being the worst, 5 being the best, for a total maximum score of 45. The scoring matrix is presented below on pages 38 to 42.

| Evaluation Criteria & Scoring Matrix | *Score from 1(least) to 5(best)* | | | | | | | | | TOTAL | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Pedestrian Accessible | Popup Pk, Actvty Equip, Playgrnd | Bench or Resting Spaces | Drainage or Terrain Issues | Available Parking Space | Suitable Surround'gs /Property | Greenspac Garden Habitat Opprtn'tys | Trail or Greenbelt Continuity | Lake Views | | |
| **Surplus Properties** | | | | | | | | | | | |
| Exhibit A1 | 5 | 3 | 5 | 2 | 3 | undev | 5 | 3 | ? | 26 | Impt city access, culdesac @ArcherCv to highline senderos abut lg lnd trust hldg |
| Exhibit A2 | 5 | 4 | 5 | 2 | poss | undev | 5 | 3 | ? | 24 | Lg trngl: Adobe mrg hghln senderos brdrg lg trac land Trust,not hm lot sz |
| Exhibit B1-B2 | 5 | 5 | 5 | 4 | 5 | 5 | 5 | 5 | 1 | 40 | Old dsgntd Horse Trail+wtrshed to BarK contig w/ B4-6 & will cnnct to Foothill Cv Tra |
| Exhibit B3 | 5 | 3 | 5 | 3 | 3 | 5 | 5 | 5 | 1 | 35 | strip drains Lit'l Oak culdesac >crk bhnd White Oak>Bar K |
| Exhibit B4-B6 | 5 | 5 | 5 | 4 | 5 | 5 | 5 | 5 | 1 | 40 | Beautiful Horse Trail trail frm Lohman > Barl drain to major creek feed'g Lake |
| Exhibit C1 | 3 | 3 | 5 | 1 | 1 | ? | 5 | 2 | 5 | 25 | Abuts the City Utility Wks Statn, triangle sec drains>crk bhnd Canyo Oaks > Lk@ GreenShores |



| Evaluation Criteria & Scoring Matrix | *Score from 1(least) to 5(best)* | | | | | | | | | TOTAL | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Surplus Properties** | Pedestrian Accessible | Popup Pk, Actvty Equip, Playgrnd | Bench or Resting Spaces | Drainage or Terrain Issues | Available Parking Space | Suitable Surround'gs /Property | Greenspac Garden Habitat Opprtn'tys | Trail or Greenbelt Continuity | Lake Views | | |
| Exhibit C2 | 3 | 1 | 4 | 2 | 1 | ? | 5 | 1 | ? | 17 | Impt wtrshd frm Turnback devl> LVGf>L @ Greenshores |
| Exhibit C3-C4 | 3 | 2 | 4 | 5 | 2 | ? | 5 | 3 | 1 | 25 | 2 huge TinHorns for crk drain frm Lvgolf undr Outpost> cnyn> Greenshore Lakefrnt |
| Exhibit D1 | 5 | 5 | 5 | 5 | undevl 3 | undevl 5 | 5 | 5 | 4 | 42 | Lg Y crk drain lg TinHorns fm AmerDr to lg canyon, lg deer popu empties to LK |
| Exhibit D2 | 5 | 4 | 5 | 5 | partl devl 3 | partl devl 3 | 5 | 5 | 5 | 40 | Lng strip SantaCarlo> HghlndLk Dr, crk fds LT btw The Shores & Emrl Boat Rmp |
| Exhibit D3-D4 | 4 | 4 | 4 | 5 | partl devl 4 | partl devl 3 | 5 | 5 | 5 | 39 | Lng grnspc wtrshd frm Boggy @POA > Highlnd Lk>Hancck Pk+fncd dee snctry. Note: 3others imp drng parallel D4 no longer show as city owned! |

| Evaluation Criteria & Scoring Matrix | *Score from 1(least) to 5(best)* | | | | | | | | | TOTAL | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Surplus Properties** | Pedestrian Accessible | Popup Park, Playgrnd, Activities | Bench or Resting Spaces | Drainage or Terrain Issues | Available Parking Space | Suitable Surround'gs /Property | Greenspac Garden Habitat Opprtn'tys | Trail or Greenbelt Continuity | Lake Views | | |
| Exhibit E1 | ? | 1 | 5 | 3 | 2 | 3 | 5 | 5 | 1 | 22 | Impt grnblt drainage btw Hncck & Harrison> crk canyon feed Lk @ CodyPk |
| Exhibit E2 & E4 | 4 | 1 | 5 | 3 | 2 | 3 | 5 | 5 | 1 | 26 | 2 grnblt trl btw 3culdesacs, drnag / utility frm far side of HLGf >E3>LK@ Cody Pk inlet |
| Exhibit E3 | 5 | 1 | 5 | 3 | undevl 4 | 5 | 5 | 5 | 1 | 31 | Lng wtrshd trail btw Esnhwr+ Hamiltonto HLGlf > Lk @ Cody Pk |
| Exhibit E5 | 4 | 1 | 3 | 4 | 1 | 4 | 5 | 2 | 1 | 25 | imp drng strp > creek>Outpost Tr>Lk inlet n of Islnd |
| Exhibit E6-E7 | 4 | 1 | 5 | 3 | 1 | 4 | 5 | 5 | 1 | 29 | LngTrail >Crk cnyn bhnd Boone> fds LK @ Drapers Cv inlet |
| Exhibit E8-E9 | 4 | 3 | 5 | 5 | 3 | 4 | 5 | 5 | 2 | 36 | Lg T wtrshd frm HLGf thru devlmnt> fds Lk@ Drapers Cv inlet E9 very deep canyon |
| Exhibit F1 | 5 | 5 | 5 | 3 | 3 | 4 | 5 | 4 | 1 | 35 | Wide drain strip HLGf>Nimitz>Hancock inlet cv |

| Evaluation Criteria & Scoring Matrix | | | | *Score from 1(least) to 5(best)* | | | | | | TOTAL | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Surplus Properties** | Pedestrian Accessible | Popup Pk, Actvty Equip, Playgrnd | Bench or Resting Spaces | Drainage or Terrain Issues | Available Parking Space | Suitable Surround'gs /Property | Greenspac Garden Habitat Opprtn'tys | Trail or Greenbelt Continuity | Lake Views | | |
| Exhibit F2 | 4 | 4 | 5 | 4 | 3 | Prtl devl 5 | 5 | 5 | 3 | 38 | Lg Beautiful trangl watershed basin, Hlgolf @ end of Newark Cv to Lk @ HancockPk |
| Exhibit F3 | 4 | 1 | 4 | 3 | 2 | 5 | 5 | 4 | 4 | 32 | 5 TinHorn drain'g dev @ McArthur> Lk @ Hancock inlet |
| Exhibit F4 | 5 | 1 | 4 | 3 | 2 | 5 | 5 | 4 | 5 | 34 | 4TinHorn drn'g undr Hancock> F5>HLDr> crl cnyn>fd Lk @Cody Pk inlet |
| Exhibit F5 | 5 | 1 | 5 | 3 | 3 | 5 | 5 | 4 | 5 | 36 | In concert drn'g wF4 under HLDr > Cody Pk inlet |
| Exhibit G1 | 5 | 3 | 5 | 3 | 2 | 5 | 5 | 5 | 3 | 36 | Substncl GrnBlt 1-3 parallel/inline w ea other& E9 - drainage & trails frm Hghlnd Lk Dr HLGf>CodyPk |
| Exhibit G2 | 5 | 5 | 5 | 2 | 2 | 5 | 5 | 5 | 3 | 37 | Parallel G1, Lrgst w/+2fingers,lg tringl in middle>Boone> CodyPl |

| Evaluation Criteria & Scoring Matrix | | | | *Score from 1(least) to 5(best)* | | | | | | TOTAL | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Pedestrian Accessible | Popup Pk, Actvty Equip, Playgrnd | Bench or Resting Spaces | Drainage or Terrain Issues | Available Parking Space | Suitable Surround'gs /Property | Greenspac Garden Habitat Opprtn'tys | Trail or Greenbelt Continuity | Lake Views | | |
| **Surplus Properties** | | | | | | | | | | | |
| Exhibit G3 | 4 | 2 | 5 | 2 | 2 | 5 | 5 | 5 | 3 | 33 | horseshoe behind Burnside drain to canyon btw Boone& Contin'tl>DrapersCv |
| Exhibit G4 | 5 | 5 | 5 | 3 | 1 | 5 | 5 | 5 | 3 | 37 | Lg Tee btw culdesac @intsctn Congrss & Conitn'tl HLGf > Lk@ Drapers Cv |

Mayor
Ed Tidwell

Mayor Pro-Tem
Kevin Sullivan

CITY OF
LAGO VISTA
TEXAS

Council Members
Gage Hunt
Rob Durbin
Chelaine Marion
Paul Roberts
Paul Prince

**AGENDA**
**CITY COUNCIL**
**REGULAR MEETING**

**NOTICE IS HEREBY GIVEN** that the Lago Vista City Council will hold a regular meeting on Thursday, March 17, 2022, beginning at 5:30 p.m. with Executive Session, in City Council Chambers at 5803 Thunderbird, Lago Vista Texas, as prescribed by V.T.C.A., Government Code Section §551.041to consider the following agenda items.

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

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**CALL TO ORDER, CALL OF ROLL**

**EXECUTIVE SESSION**

1. Convene into a closed Executive Session pursuant to;
   A. Consultation with Legal Counsel concerning any regular meeting agenda item requiring confidential, attorney/client advice (as needed). (Sections 551.071 Advice of Counsel and Section 1.05 Texas Disciplinary Rules of Professional Conduct)
   B. Update on pending litigation *Alicie Reed vs. City of Lago Vista, Robert Mercado and Doyce Smith*: Civil Action No. 21- 464 (Section 551.071 Consultations with Attorney and Section 1.05 Texas Disciplinary Rules of Professional Conduct)
   C. Update on pending litigation *Brittany Henry vs. City of Lago*: Vista, EEOC Charge 451-2020-0181. (Section 551.071 Consultations with Attorney and Section 1.05 Texas Disciplinary Rules of Professional Conduct)

D. Update on pending litigation *David Stewart v City of Lago Vista*: Cause No. D-1-GN-20-007701 in the 459th Judicial District Court; Travis County (Section 551.071 Consultations with Attorney and Section 1.05 Texas Disciplinary Rules of Professional Conduct)

E. Consultation with Legal Counsel and possible action regarding claims made by Don Barthlow. (Sections 551.071 Advice of Counsel and Section 1.05 Texas Disciplinary Rules of Professional Conduct)

F. Consultation with Legal Counsel regarding assessments on City-owned property by the Lago Vista Property Owner's Association. (Sections 551.071 Advice of Counsel and Section 1.05 Texas Disciplinary Rules of Professional Conduct)

G. Consultation with Legal Counsel regarding status of Lots 74. 75, and 76. Marshall's Vista, Travis County, recorded under Document No. 200300060, Official Public Records, Travis County, Texas, commonly known as the site of the City's Water Treatment Plant 3. (Sections 551.071 Advice of Counsel, Section 1.05 Texas Disciplinary Rules of Professional Conduct and Section 551.072 (Real Property).

H. Consultation with Legal Counsel regarding the Rusty Allen Airport Through the Fence Agreement and applicable federal law. (Sections 551.071 Advice of Counsel and Section 1.05 Texas Disciplinary Rules of Professional Conduct)

I. Update on pending litigation *Sarah Beth Teale vs. City of Lago Vista*: Civil Action No. J2-CV-22-000614 in the Justice Court Precinct 2, Travis County (Section 551.071 Consultations with Attorney and Section 1.05 Texas Disciplinary Rules of Professional Conduct)

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

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

   A. To take any necessary action regarding any regular meeting agenda item requiring confidential, attorney/client advice (as needed). (Sections 551.071 Advice of Counsel and Section 1.05 Texas Disciplinary Rules of Professional Conduct)

   B. To take any necessary action regarding pending litigation *Alicie Reed vs. City of Lago Vista, Robert Mercado and Doyce Smith*: Civil Action No. 21- 464 (Section 551.071 Consultations with Attorney and Section 1.05 Texas Disciplinary Rules of Professional Conduct)

   C. To take any necessary action regarding pending litigation *Brittany Henry vs. City of Lago*: Vista, EEOC Charge 451-2020-0181. (Section 551.071 Consultations with Attorney and Section 1.05 Texas Disciplinary Rules of Professional Conduct)

   D. To take any necessary action regarding pending litigation *David Stewart v City of Lago Vista*: Cause No. D-1-GN-20-007701 in the 459th Judicial District Court; Travis County (Section 551.071 Consultations with Attorney and Section 1.05 Texas Disciplinary Rules of Professional Conduct)

E. To take any necessary action regarding claims made by Don Barthlow. (Sections 551.071 Advice of Counsel and Section 1.05 Texas Disciplinary Rules of Professional Conduct)

F. To take any necessary action regarding assessments on City-owned property by the Lago Vista Property Owner's Association. (Sections 551.071 Advice of Counsel and Section 1.05 Texas Disciplinary Rules of Professional Conduct)

G. To take any necessary action regarding status of Lots 74. 75, and 76. Marshall's Vista, Travis County, recorded under Document No. 200300060, Official Public Records, Travis County, Texas, commonly known as the site of the City's Water Treatment Plant 3. (Sections 551.071 Advice of Counsel, Section 1.05 Texas Disciplinary Rules of Professional Conduct and Section 551.072 (Real Property)

H. To take any necessary action regarding the Rusty Allen Airport Through the Fence Agreement and applicable federal law. (Sections 551.071 Advice of Counsel and Section 1.05 Texas Disciplinary Rules of Professional Conduct)

I. To take any necessary action regarding pending litigation *Sarah Beth Teale vs. City of Lago Vista*: Civil Action No. J2-CV-22-000614 in the Justice Court Precinct 2, Travis County (Section 551.071 Consultations with Attorney and Section 1.05 Texas Disciplinary Rules of Professional Conduct)

**PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG**

**To participate in the citizens comment portion of the meeting, please submit your completed form 10 minutes prior to the beginning of the meeting utilizing the online form found on the City's web page and the link below. The regular City Council meeting will begin at 6:30 p.m.**

http://www.lagovistatexas.org/Citizen%20Participation%20Form%20-%20City%20Council.pdf

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

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

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

**PRESENTATIONS**

3. Presentation by Turnback Ranch.

4. Presentation of the Parks and Recreation Advisory Committees recommendations and review for city owned properties and city's surplus properties.

**DISCUSSION**

5. Discussion regarding Public Improvement District (PID) Policy.

**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.

6. Approval of the February 17, 2022, regular meeting minutes, February 24, 2022, and February 25, 2022, special called meeting minutes.

**PUBLIC HEARING AND POSSIBLE ACTION (FIRST CONSIDERATION)**

7. The Lago Vista City Council will hold a public hearing and consider Ordinance No. 22-03-17-01; Ordinance authorizing the issuance of City of Lago Vista, Texas General Obligation Refunding Bonds in an amount not to exceed $7,900,000 in one or more Series; approving an Official Statement, a Paying Agent/Registrar Agreement, a Bond Purchase Agreement, and an Escrow Agreement as needed for the Sale of Bonds; establishing the procedures for selling and delivering one or more Series of the Bonds; providing for the approval of this Ordinance on one reading only as authorized by State Law; and authorizing other matters relating to the Bonds.

   - Applicant's presentation
   - Open public hearing
   - Close public hearing
   - Council discussion and possible decision (continue public hearing if no decision results)

**ACTION ITEMS**

8. Discussion, consideration, and possible action regarding Ordinance No. 22-03-17-02; 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. 21-09-27-02, for the fiscal year beginning October 1, 2021 and ending September 30, 2022; amendments to said budget by department are set forth in "Exhibit A" attached to this Ordinance for the Lago Vista swimming pool repairs.

9. Discussion, consideration, and possible action regarding Resolution No. 22-1938; A Resolution by the City Council of the City of Lago Vista, Texas accepting from Singleton, Clark & Company, P.C., the audit for fiscal year 2021.

10. Discussion, consideration, and possible action regarding Resolution No. 22-1939; A Resolution by the City Council of the City of Lago Vista, Texas appointing an individual to fill an unexpired vacant term as a member on the Parks and Recreation Advisory Committee.

11. Discussion, consideration, and possible action regarding hybrid meetings to allow for the holding of Open Meetings.

12. Discussion consideration and possible action on a professional services agreement for a temporary wastewater treatment plant superintendent.

**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 11:55 a.m. on the 9th day of March 2022.**

_____/s/_____
Sandra Barton, City Secretary

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

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

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

## Tracie Hlavinka

**From:** Beth Cody <cody.beth1973@gmail.com>
**Sent:** Tuesday, September 3, 2024 12:56 PM
**To:** Kevin.Sullivan@lagovistatexas.gov; Tracie Hlavinka
**Subject:** Citizen Petition to Purchase Adjacent Property
**Attachments:** Cody Properties Map.JPG

*I am resending this email because I am unsure whether it reached you or not.*

Dear Mr. Sullivan and Ms. Hlavinka:

In response to the city council meeting of June 20, 2024, Agenda Item 4. Discussion regarding recent requests from citizens inquiring of the availability of purchasing city property that is adjacent to their property: we would like to petition the city manager, mayor and city council regarding the purchase or relinquishment of the abandoned/undeveloped golf cart path located between the lots we own. Specifically, these are 3600 Bunyon Circle (Lot 9053A/Amended Plat of Lots 9053 & 9054 Highland Lake Estate, Section 9/PID 796510), 20200 Bell Lane (Lot 9055), and 20202 Bell Lane. This is our second request; the first having been submitted a few years ago.

We purchased these lots in 2010 and 2012. Throughout those years we have cleared, watered and maintained the abandoned strip of land that lies between the lot that our home is built on and the two vacant lots that are behind our home. When four large cedar trees uprooted and fell all at once across our respective properties, we personally chain-sawed the trees, stacked the debris, dug out the stumps, and then paid to have it disposed of. Neither the previous owners of the Highland Lake Golf Course or Lago Vista has taken any interest at any time in this abandoned strip of land.

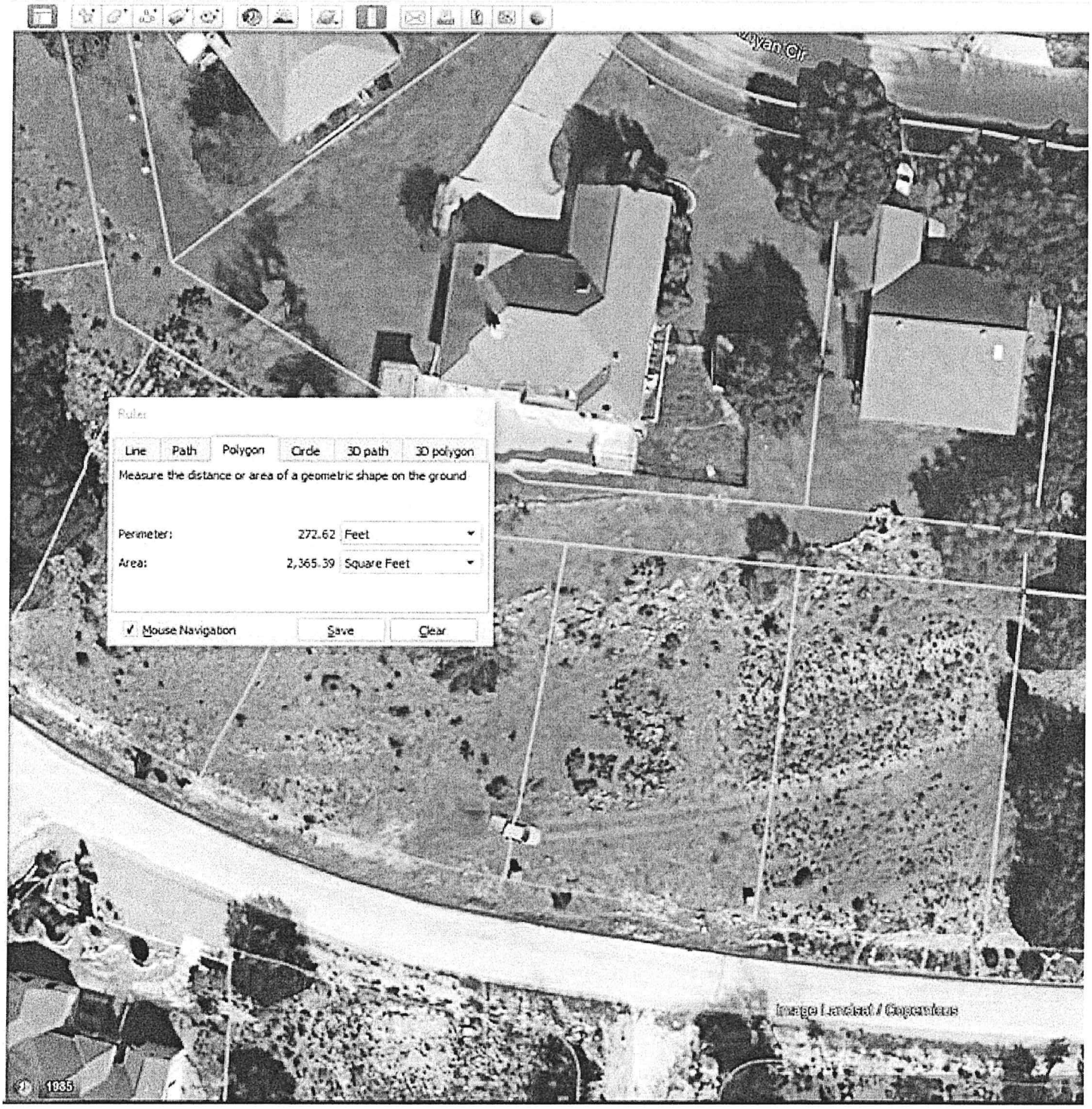
We look forward to hearing from you on this petition.

Bill and Beth Cody

3600 Bunyon Circle

(512) 796-3990

PAUL BUNYON CIR
796510
165815
165814
795
BELL LN




**From:** Tracie Hlavinka <Tracie.Hlavinka@lagovistatexas.gov>
**Sent:** Wednesday, September 25, 2024 6:27 PM
**To:** Taylor Whichard <Taylor.Whichard@lagovistatexas.gov>
**Subject:** FW: Citizen Petition to Purchase Adjacent Property

**AGENDA ITEM NO. 15**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** November 21, 2024

**SUBMITTED BY:** Taylor Whichard, City Council

**SUBJECT:**

Discussion, consideration, and possible action regarding Ordinance No. 24-11-21-0X for the consolidation of the Economic Development Advisory Committee (EDAC) into the newly established Economic Development Corporation (EDC).

**BACKGROUND:**

This ordinance proposes the consolidation of the Economic Development Advisory Committee (EDAC) into a newly formed Economic Development Corporation (EDC). This transition is intended to enhance the City's economic development initiatives by formalizing the structure within an EDC, which provides a more effective platform for strategic planning, project execution, and community investment.

Transferring EDAC's responsibilities to the EDC will ensure a seamless transition of institutional knowledge, as current EDAC members will automatically transfer as the founding Board of Directors of the EDC. This will allow ongoing projects and initiatives to proceed without disruption. Any current EDAC member who does not wish to continue in the role may decline the appointment.

The EDC's charter will outline the specific responsibilities, goals, and duties of the new corporation, ensuring a focused approach to economic development efforts that align with the City's strategic priorities.

**FINDINGS:**

This ordinance will strengthen Lago Vista's economic development capabilities. By transitioning the duties and expertise of EDAC to an EDC, the City will benefit from a more

structured, corporate framework dedicated to fostering economic growth, retaining institutional knowledge, and supporting local businesses and community development.

**FINANCIAL IMPACT:**

Resource savings from staff attending one less committee meeting including IT and building services.

**ATTACHMENTS:**

CONSOLIDATION OF EDAC INTO THE EDC.docx

**ORDINANCE NO. 24-11-21-0X**

**AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, DISSOLVING THE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE (EDAC), TRANSFERRING ITS RESPONSIBILITIES TO THE NEWLY CREATED ECONOMIC DEVELOPMENT CORPORATION (EDC), AND ESTABLISHING THE EDC BOARD OF DIRECTORS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS,** the City of Lago Vista seeks to enhance its economic development efforts by creating a structured Economic Development Corporation (EDC) with specific powers and responsibilities defined by its charter; and

**WHEREAS**, the City Council recognizes the value of retaining institutional knowledge and continuity of ongoing economic development projects currently managed by the Economic Development Advisory Committee (EDAC); and

**WHEREAS,** this transition will ensure that current EDAC members can continue contributing to economic development in the City, while also allowing those who do not wish to serve on the EDC Board of Directors to decline the role;

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

**SECTION 1.** DISSOLUTION OF THE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE: The Economic Development Advisory Committee (EDAC) is hereby dissolved, and all responsibilities, duties, and ongoing projects of the EDAC may be transferred to the newly established Economic Development Corporation (EDC) as described in the EDC governing and establishment documents if applicable.

**SECTION 2.** APPOINTMENT THE ECONOMIC DEVELOPMENT CORPORATION (EDC) BOARD OF DIRECTORS: All active members of the EDAC as of the effective date of the establishment of the EDC are appointed as the founding Board of Directors for the EDC. Any EDAC member who chooses not to serve on the EDC Board of Directors may

decline the position. Any additional Board of Directors openings will be filled as spelled out by the governing documents of the EDC.

The specific responsibilities, roles, and objectives of the EDC will be defined in the EDC governing and establishment documentation, which will govern the Corporation's mission and duties in alignment with the City's strategic economic development goals.

**SECTION 2.** SEVERABILITY: If any section, subsection, clause, phrase, or provision of this ordinance is found to be invalid or unconstitutional by a court of competent jurisdiction, such finding shall not affect the remaining portions of this ordinance, which shall continue in full force and effect.

**SECTION 3.** EFFECTIVE DATE: This ordinance shall take effect immediately upon its passage and publication as required by law.

**PASSED AND APPROVED** on this 21st day of November 2024.

**AGENDA ITEM NO. 16**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** November 21, 2024

**SUBMITTED BY:** Taylor Whichard, City Council

**SUBJECT:** Discussion, consideration and possible action regarding Ordinance No. 24-11-21-0X for the consolidation of the Golf Course Advisory Committee (GCAC) and the Parks and Recreation Advisory Committee (PRAC).

**BACKGROUND:**

This proposed ordinance seeks to streamline the City's advisory committees by dissolving the Golf Course Advisory Committee (GCAC) and transferring its responsibilities to the Parks and Recreation Advisory Committee (PRAC). Both committees share similar objectives, including increasing citizen engagement in recreational activities and providing guidance on enhancing the city's recreational facilities.

As golf is one of Lago Vista's prominent recreational activities, incorporating GCAC's duties into the PRAC allows for a more unified approach to serving the city's recreational needs. This consolidation will help eliminate redundancy, clarify committee roles, and leverage both committees' efforts for a greater collective impact. Additionally, combining their work will better align the city's goals in improving community access and involvement across all recreational programs and facilities, including parks and the golf course.

Under the ordinance, PRAC will temporarily expand to accommodate existing GCAC members, allowing them to complete their terms on PRAC. Furthermore, at least one PRAC member must be an active golfer, defined as a Lago Vista citizen who is also a member of the Lago Vista Golf Course, to ensure ongoing representation of the golf course's interests.

**FINDINGS:** This ordinance will enhance the effectiveness of the city's

recreational committees, reduce redundancy, and foster greater collaboration in addressing the city's recreational and community engagement needs. This consolidation will simplify committee structures, clarify responsibilities, and provide additional focus on increasing citizen involvement in parks, the golf course, and other recreational activities.

**FINANCIAL IMPACT:**

Resource savings from staff attending one less committee meeting including IT and building services.

**ATTACHMENTS:**

CONSOLIDATION OF GCAC INTO PRAC.docx

**ORDINANCE NO. 24-11-21-0X**

**AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, AMENDING THE MUNICIPAL CODE TO CONSOLIDATE THE GOLF COURSE ADVISORY COMMITTEE AND THE PARKS AND RECREATION ADVISORY COMMITTEE, AND MODIFY MEMBERSHIP REQUIREMENTS FOR THE PARKS AND RECREATION ADVISORY COMMITTEE; PROVIDING FOR A TEMPORARY TRANSITIONAL INCREASE IN COMMITTEE MEMBERSHIP AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Lago Vista seeks to streamline its advisory committees for improved efficiency and governance; and

**WHEREAS**, the City Council has determined that the responsibilities of the Golf Course Advisory Committee can be effectively integrated into the Parks and Recreation Advisory Committee; and

**WHEREAS,** the City Council further finds it beneficial for the Parks and Recreation Advisory Committee to include a member who is an active golfer to provide perspective on golf course matters;

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

**SECTION 1.** CONSOLIDATION OF THE GOLF COURSE ADVISORY COMMITTEE (GCAC): The City of Lago Vista Municipal Code is hereby amended to dissolve the Golf Course Advisory Committee, and all references to the Golf Course Advisory Committee are removed.

**SECTION 2.** TRANSFER OF DUTIES: The duties and responsibilities previously assigned to the Golf Course Advisory Committee are hereby transferred to and added to those of the Parks and Recreation Advisory Committee (PRAC).

**SECTION 3.** MODIFICATION OF THE PARKS AND RECREATION ADVISORY COMMITTEE: The Parks and Recreation Advisory Committee shall include at least one member who is a golfer. For the purpose of this ordinance, a “golfer” is defined as a citizen of Lago Vista who holds an active membership at the Lago Vista Golf Course.

To allow for a smooth transition, current members of the Golf Course Advisory Committee shall be permitted to serve out their remaining terms on the Parks and Recreation Advisory Committee as voting members. During this period, the size of the Parks and Recreation Advisory Committee shall be temporarily expanded to accommodate these additional members. Upon the expiration of these terms, the Parks and Recreation Advisory Committee shall return to its original size as defined in the Municipal Code.

**SECTION 4.** SEVERABILITY: If any section, subsection, clause, phrase, or provision of this ordinance is found to be invalid or unconstitutional by a court of competent jurisdiction, such finding shall not affect the remaining portions of this ordinance, which shall continue in full force and effect.

**SECTION 5.** EFFECTIVE DATE: This ordinance shall take effect immediately upon its passage and publication as required by law.

**PASSED AND APPROVED** on this 21st day of November 2024.