



**NOTICE OF AGENDA
GRANITE SHOALS CITY COUNCIL
REGULAR CALLED MEETING**

TUESDAY, APRIL 28, 2026 AT 6:00 PM

City of Granite Shoals City Hall, 2221 N. Phillips Rd., Granite Shoals, TX 78654
Phone (830) 598-2424 Fax (830) 598-6538 • www.graniteshoals.org

AGENDA

Livestream: <https://youtube.com/live/tHH7RrtfEFs?feature=share>

1. Call to Order/ Roll Call/ Welcome

Invocation

Pledge of Allegiance, Pledge to Texas Flag

2. Citizen Comments

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

3. Items of Community Interest

1. Acknowledgments and Recognitions
2. Proclamation – Municipal Clerks Week
3. Election Day — May 2nd
4. Howdy Roo - May 1-2 at Quarry Park

4. Presentations

- 4.a. Presentation of the Vialytics Program by the Streets Department

5. Reports

- 5.a. Department Reports - March 2026

6. Consent Agenda

- 6.a. Discuss and consider approval of meeting minutes from March 24, 2026.

7. Action Items

- 7.a. Discuss, consider, and take appropriate action regarding proposed Ordinance #890 — Repeal Drought Contingency Requirements and Adopt Water Conservation Plan and Drought Contingency Plan.

- 7.b. Discuss, consider, and take appropriate action regarding Water Treatment Plant Critical Components.
- 7.c. Discuss, consider, and take appropriate action regarding the Fraternal Order of the Eagles – encroachment agreement.
- 7.d. Discuss, consider, and take appropriate action regarding Resolution 722- Grant Funding From The Texas Department Of Motor Vehicles Crime Prevention Authority
- 7.e. Discuss, consider, and take appropriate action regarding a Memorandum of Understanding concerning coordination between the Granite Shoals Police Department and Sunrise Beach Village Police Department for lake patrol operations.
- 7.f. Discuss, consider, and take appropriate action regarding the Memorandum Of Agreement 287(g) Task Force Model.
- 7.g. Discuss, consider, and take appropriate action regarding Ordinance 891 - Heavy Vehicle Ordinance

8. Executive Session (Closed to the Public)

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by Texas Government Code Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), and/or 418.183 (homeland security).

- 8.a. Economic Development — Section 551.087 (economic development)

9. Future Agenda Items

10. Adjournment

CERTIFICATION

IT IS HEREBY CERTIFIED that the foregoing agenda has been posted on both the indoor bulletin board and outdoor notice board of Granite Shoals City Hall on or before the 22nd day of April 2026. Requests for accommodations or interpretive services must be made 8 hours prior to this meeting. Please contact the City Secretary at (830) 598-2424 for further information.

Dawn Wright, City Secretary



**This Notice and Meeting Agenda, and the Agenda Packet, are posted online
at www.graniteshoals.org**



CITY MANAGER REPORT

APRIL 2026





City Manager Report

April 2026

This report highlights updates from each of our departments - Finance, Fire, Streets, Parks, Police, Community Development, Administration, and Utilities - along with a summary of major citywide initiatives, committee activities, ongoing projects, and upcoming community events.

Our goal is to provide residents with a clear and comprehensive view of the work taking place across Granite Shoals. Transparency and accountability remain central to how we serve, and keeping the community informed is a key part of that commitment.

I encourage you to review this report and welcome your questions, feedback, or suggestions. Your input plays an important role in guiding the direction of our work and ensuring we continue building a stronger, more connected community together.

Committees

The City of Granite Shoals is inviting high school students to join its **Youth Advisory Committees** for a hands-on civic leadership experience. Participants can earn community service hours, gain real-world insight into how city government operates, and help influence decisions related to parks, wildlife, and local infrastructure. The program also builds leadership, communication, and teamwork skills while offering networking opportunities with city officials and community professionals. With no grades or tests, students meet once a month to serve their community, gain meaningful experience, and make a lasting impact. To learn more or apply, please visit [Commissions, Committees, & Groups | Granite Shoals, TX](#)

Airport Committee: The Airport Committee met on April 2nd. The next meeting will be held on May 14th at 3:00 PM.

Beautification Advisory Group: The Beautification Advisory Group had no meetings scheduled for April.

Board of Adjustments: The Board of Adjustments (BOA) had no meetings scheduled for April.

Ethics Review Commission: The Ethics Review Commission had no meetings scheduled for April.

Parks Committee: The Parks Committee met on April 2nd. The next meeting is scheduled for May 7th at 6:00 PM.

Planning and Zoning Commission: The Planning and Zoning Commission met on April 7th at 6:00 PM. Their next meeting will be held on May 5th.

Wildlife Committee: The Wildlife Committee met on April 6th. The next meeting will be held June 1st at 6:00 PM in the City Council Chambers.

Administration

City Council Election Scheduled for May 2

The City of Granite Shoals will hold its General Election on Saturday, May 2, 2026, to fill three full-term City Council Member positions. Four candidates have filed, and voters may select up to three.

The candidates are:

Place 2

Mike Pfister (unopposed)

Place 4

Mark Henshaw

Todd Sifleet

Place 6

Catherine Bell (unopposed)

Place 4 is currently held by Mayor Pro Tem Hougen, who is terming out.

Early voting will take place April 20 through April 28. Election Day voting will be held at the Granite Shoals Community Center. A sample ballot is included for reference. This election offers residents a meaningful opportunity to participate in the civic process and play a role in guiding the future of our City.

GENERAL ELECTION

May 2, 2026

Burnet County, TX

ELECCIÓN GENERAL

02 de Mayo de 2026

Condado de Burnet, Texas

Please use a black or blue ink pen to mark your ballot. To vote for your choice in each contest, completely fill in the box next to your choice.

Use un bolígrafo negro o azul para marcar su boleta. Para votar por su selección en cada contienda, rellene completamente la casilla provista a la izquierda de su selección.

City of Granite Shoals

Council Member, Place 2

Ciudad de Granite Shoals Miembro del Consejo, Lugar 2

Vote for none or one

Vote por ninguno o uno

☐ Mike Pfister

City of Granite Shoals

Council Member, Place 4

Ciudad de Granite Shoals Miembro del Consejo, Lugar 4

Vote for none or one

Vote por ninguno o uno

☐ Mark Henshaw

☐ Todd Sifleet

City of Granite Shoals

Council Member, Place 6

Ciudad de Granite Shoals Miembro del Consejo, Lugar 6

Vote for none or one

Vote por ninguno o uno

☐ Catherine Bell

	20 Apr. Monday, Lunes	21 Apr Tuesday Martes	22 Apr Wednesda y Miércoles	23 Apr Thursday Jueves	24 Apr Friday Viernes	25 Apr Saturday Sábado	26 Apr Sunday Domingo
AgriLife Auditorium	8am - 5pm	NO VOTE	8am - 5pm	7am - 7pm	8am - 5pm	7am - 7pm	10am - 4pm
Bertram Community Center							
Granite Shoals Community Center	8am - 5pm	Closed	8am - 5pm	7am - 7pm	8am - 5pm	7am - 7pm	Closed
Texas Tech							

	27 Apr Monday Lunes	28 Apr Tuesday Martes	2 May Saturday Sábado
AgriLife Auditorium	7am - 7pm	7am - 7pm	7AM - 7PM
Bertram Community Center			
Granite Shoals Community Center	8am - 5pm	8am - 5pm	ELECTION DAY 7AM-7PM
Texas Tech			

CAPCOG. The City Manager recently served as a Capital Area Council of Governments (CAPCOG) panelist on April 9, 2026 to discuss the benefit that CDBG grant funds have had on the City of Granite Shoals. According to the FY25 audit, the City’s revenue is made up of 67% property tax, with the second highest revenue (10%) coming from grants. Over the last 6 years, the City has received over \$1.4 million in grant funds for CDBG water infrastructure projects, with the City’s investment being just around \$120,000. This return on investment is the reason for our heavy focus on grant funding which allows the City to plan and achieve repairs and upgrades that may otherwise not be feasible.



Community Development Comprehensive Plan.

City staff are tentatively planning the next Comprehensive Plan community engagement event for early June, which will be followed by a meeting of the Comprehensive Plan Advisory Group (CPAG). The project remains on schedule for completion in November 2026. Recent results from the “Help Shape the Future of Our City” community survey which ran through the end of March provides valuable insight into resident priorities and perceptions, and topics of focus for the City moving forward. Average ratings (on a 1–10 scale) are as follows:

- Citizen Engagement: 4.0
- Ability to Keep Talent: 2.5
- Ability to Attract Businesses: 2.5
- Quality of Education: 5.5
- Vibrancy of Town Center: 4.5
- Investment in Granite Shoals: 5.5
- Ease of Doing Business: 5.0
- Small Business Development: 4.6
- Communication: 5.1
- Alignment of Local Government: 5.3

Key Themes & Opportunities

Survey responses consistently identified several priority areas for improvement:

- Expansion of sewer infrastructure and wastewater treatment capacity
- Maintenance and repair of roadways
- Increased business attraction, particularly along the Hwy 1431 corridor

Top Challenges Identified by Residents

- Lack of a centralized sewer system
- Limited sales tax base and financial resources
- Ongoing need for roadway improvements

Granite Shoals' current Comprehensive Plan was adopted in 2010, and updating it is a critical step in ensuring the City's vision reflects current conditions, growth trends, and community priorities. The updated plan will serve as a long-term strategic guide for decisions related to land use, housing, infrastructure, parks, and economic development, while also enhancing the City's competitiveness for grant funding.

The Comprehensive Plan Advisory Group (CPAG) will play an important role in this process by helping to:

- Provide input on key priorities
- Review draft materials
- Participate in discussions
- Share information with the broader community

Residents are encouraged to stay engaged by participating in upcoming events and following the City's website for additional information and project updates. [Community Engagement Opportunities | Granite Shoals, TX](#)

Permit Activity

Below is a snapshot of building permit volume from March 14 through April 21, 2026:

March 14, 2026- April 21, 2026	
Permit Type	Volume
New Roof	5
Remodel/Addition	3
Accessory/Storage	2
Boat Dock/Boat Slip	3
Fence	1
Plumbing	1
Electric	3
Demolition	1
Mechanical	2
TOTAL PERMITS	22

March-April Inspections: 58
New Home Permits 25/26-(61)

Finance

Audit update. A special meeting was held on April 21, 2026, to give City Council the opportunity to review the City's annual audit with the auditor, who was not available for the April 28 regular meeting. The City's audit received an unmodified (clean) opinion and was filed with the City Secretary on March 29, meeting the required state deadline. A clean audit opinion means that an independent auditor has reviewed the City's financial records and determined that they are accurate and presented in accordance with required standards. The audit was also provided to the City's financial advisor the following day in accordance with bond requirements. The City follows financial policies that require maintaining a

reserve, or “unassigned fund balance,” of 25%. For fiscal year 2025, the City’s fund balance was 28%, which falls within this target range and helps ensure the City is prepared for unexpected expenses and long-term stability.

Fire

Boat Motors. The City of Granite Shoals recently acquired boat motors from the Department of Defense, which are now being installed on the City’s fire boat. By taking advantage of this program, the City is able to upgrade critical emergency equipment at little to no cost - saving taxpayer dollars while improving public safety.

Once installed, the new motors will increase the fire boat’s speed, reliability, and overall performance, allowing first responders to reach emergencies on Lake LBJ more quickly and operate more effectively during rescues, fire response, and other critical situations.

This upgrade ensures that Granite Shoals remains well-equipped to protect residents and visitors on the water, especially during peak lake activity. By leveraging available resources and partnerships, the City continues to invest in smart, cost-effective solutions that enhance service delivery and keep the community safe.

Burn ban is lifted. Please contact the Fire Department for a permit.

The Fire Department is preparing for **Texas Commission on Fire Protection (TCFP)** state inspections which due every two years. This is a comprehensive process to ensure that equipment and records are maintained to standards.

Parks



Photo courtesy of Robin Deberard

Wildflowers & Bloom Local update. Quarry Park is currently showcasing a beautiful wildflower bloom in the area opposite the amphitheater, following recent plowing and seeding efforts. The flowers are in full bloom and already attracting both visitors and pollinators, creating a vibrant and highly photogenic space for the community. The display is shaping up to be a standout seasonal feature and another draw to the park.

Building on the strong community response, the City has begun developing a “Bloom Local” campaign, which will roll out over the coming months. This initiative is intended to highlight not only the wildflower program, which is anticipated to become a recurring staple, but also to support and promote local business growth as economic development continues.

Quarry Park. The City has completed installation of a new public address (PA) and sound system across the main sport court buildings at Quarry Park. The system significantly improves the City’s ability to communicate clearly and effectively during events, announcements, and day-to-day park operations.

This upgrade enhances the overall event experience for residents and visitors, supports safer and more efficient operations, and ensures Quarry Park continues to serve as a premier gathering space for the community.

Quarry Park has received focused attention in advance of upcoming events (Citywide clean up, HS BBQ, Howdy Roo & GraniteFest), with City staff prioritizing cleanup, maintenance, and overall site preparation. These efforts are aimed at ensuring a safe, clean, and welcoming environment and delivering a positive experience for all attendees. This proactive approach reflects the City's commitment to maintaining Quarry Park as a premier destination for community events and gatherings.

Lakeview Park – LCRA grant update. The City continues to make progress on the Lakeview Park project funded through the LCRA grant program. LCRA's environmental review has been completed, and the City has received the Environmental Checklist outlining required next steps. As part of the process, the project required a mussel reconnaissance survey and coordination with the Burnet County Floodplain Office, as the site is located within the 100-year floodplain. A mussel habitat assessment has since been completed, and we are pleased to report that no mitigation is required, which helps keep the project moving forward efficiently. Additionally, because Lake Lyndon B. Johnson is classified as a water of the United States, the installation of a fishing pier or dock requires a Section 404 permit through the U.S. Army Corps of Engineers. The City is currently working through this permitting process. These steps are a normal part of ensuring environmental compliance and responsible development. Staff will continue to move the project forward and provide updates as progress continues.

LCRA Steps Forward. Through the LCRA Steps Forward program, recent improvements have been completed at the Community Center and the Veterans Park pavilion, where LCRA staff generously donated their time to paint both facilities. This project was truly a community-wide effort, with a locally owned Granite Shoals painting company also contributing by assisting with paint costs and site preparation. We are incredibly grateful for these partnerships, which help enhance our public spaces while demonstrating the strength of collaboration within the Granite Shoals community.

Eagle Scout project. An Eagle Scout candidate has proposed a project to construct and install five owl habitats and two bee habitats within Quarry Park. This project will support local wildlife and contribute to the park's natural ecosystem. We appreciate the initiative and community investment this represents and look forward to seeing the completed habitats in place.

Milkweed grant. The City has been selected to receive free milkweed plants through a grant from Monarch Watch, an initiative aimed at supporting the annual migration of the monarch butterfly.

Milkweed is essential to the monarch lifecycle, providing critical habitat for breeding and survival. This grant will allow the City to enhance local green spaces while contributing to

broader conservation efforts. We anticipate receiving additional details soon regarding the quantity of plants awarded and the expected delivery timeline. If the donation includes a sizable number of plants, the City plans to host a community planting day, providing residents an opportunity to participate directly in this meaningful conservation effort. Additional updates will be shared as more information becomes available.

Citywide Clean up. The Citywide Clean-Up held on Saturday, April 18, 2026 was a tremendous success, with all 20 roll-off bins filled within just two hours. The strong turnout highlights the community's commitment to keeping Granite Shoals clean, safe, and beautiful. We sincerely thank everyone who participated. Your efforts make a meaningful difference and help keep our community looking its best.

Building on this momentum, the City will host an additional clean-up event later this year, supported by a recently awarded \$20,000 Solid Waste Grant provided by CAPCOG. This funding will expand our efforts and further strengthen the City's commitment to environmental stewardship and community improvement. Event details will be announced in the fall.

Police

Animal Control Officer Jewett has obtained her Advanced Officer certification.

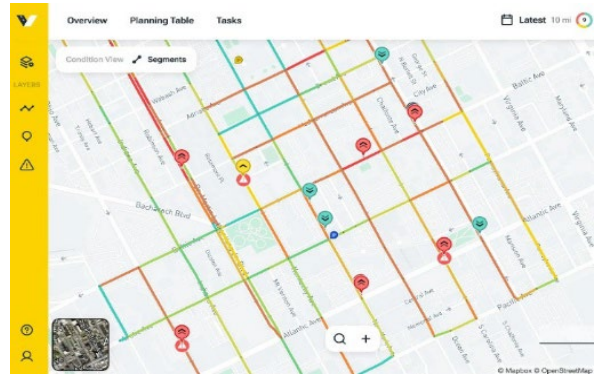
A **venison distribution** was held on April 16 at Quarry Park to provide meat recently returned from processing to the community. Remaining venison was donated to The ARK of Highland Lakes for further distribution to individuals and families in need throughout the area. We appreciate the partnerships that make efforts like this possible and help support our community.

Streets

Culvert cleaning has been underway across the City in advance of rain events to improve drainage capacity and reduce the risk of localized flooding.

These proactive efforts help ensure that stormwater systems function efficiently, protecting roadways, infrastructure, and nearby properties while enhancing overall community resilience during heavy rainfall.

Road Priority Mapping Technology. The City continues implementation of Vialytics, a technology-driven roadway mapping and asset management system that is improving how we assess and maintain our street network. Using camera-equipped City vehicles, the system captures real-time roadway conditions and identifies issues such as cracks, potholes, and surface deterioration. This technology enables a shift from reactive to proactive maintenance, allowing staff to prioritize repairs based on objective data, improve efficiency, and make more strategic use of taxpayer dollars.



A community presentation on the capabilities and use of this technology will be provided at the April 28th Council Meeting.

Utilities

TWDB Funding Application. The Project Information Forms (PIFs) for both the proposed water system improvements and wastewater system installation were submitted to the Texas Water Development Board (TWDB) on March 6. All required materials have been completed, and the applications are now under TWDB staff review. The City will await feedback and next steps as the projects move through the evaluation process.

Grant Funding Opportunities. The City's wastewater grant application with the Texas Water Development Board (TWDB) is currently under review, supported by strong regional partnerships. In addition, staff is preparing to pursue another major TWDB funding opportunity to further strengthen the City's water and infrastructure systems. This opportunity will be presented to Council for consideration in the coming weeks.

Water System Improvements. Significant upgrades to the City's water system are moving forward. Bond-funded water line improvements in the Kingdom/Kingshores and Valley View areas will begin soon, helping improve reliability and service delivery. The City is also preparing to begin a **Free Chlorine Conversion** in early May, an important process that helps maintain water quality and system health. Residents will receive advance notice with details on what to expect.

Planning for the Future. To ensure long-term sustainability, the City has initiated a utility rate study with Waterworth. This analysis will evaluate the current rate structure and help guide responsible planning for the next several years. Additionally, staff is completing a required water system audit for the Texas Water Development Board.

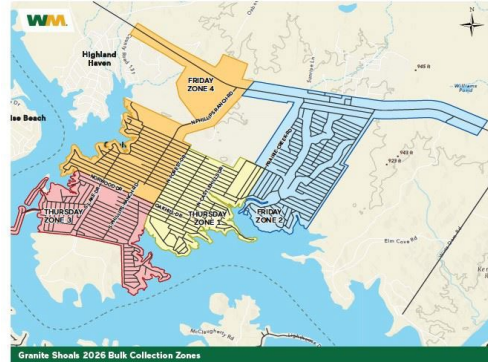
Ongoing Coordination & Maintenance. Infrastructure work is also taking place throughout the City. Frontier Communications and PEC are actively installing fiber and upgrading power infrastructure. While this work is critical to modernizing services, it has occasionally

impacted water lines. City staff is working closely with these partners to minimize disruptions and protect infrastructure.

Waste Management. The City of Granite Shoals has renewed its Municipal Solid Waste Agreement with Waste Management for an additional three-year term, ensuring continued reliable service for residents while maintaining cost stability.

What This Means for Residents

- The standard residential rate will remain \$30.54 per cart and will not increase for the duration of the three-year contract
- Commercial services will continue to be managed and billed directly by Waste Management



Service Enhancements & Changes

Waste Management has updated service materials, with 3,000 brochures to be distributed soon outlining the following updates:

- Revised trash and bulk collection maps
- Transition to quarterly bulk collection, organized by service zones
- Three annual citywide clean-up events (one due to a grant received by the City from CAPCOG)
- Updated collection maps, which may result in changes to your pickup day

Fee adjustment for additional carts

- An increase of \$0.85 per month will apply to each additional residential cart

Residents are encouraged to visit the City's website [Garbage & Recycling | Granite Shoals, TX](#) to confirm their pickup zone and collection days for trash, recycling, brush, and bulk services.

City of Granite Shoals – Upcoming Events

May 2	Election Day
May 2-3	Howdy Roo at Quarry Park
May 8-10	Granite Fest - Mother's Day weekend. We will also celebrate the City's 60 th Anniversary during Granite Fest, as the official date of incorporation for the City is May 9 th .

City of Granite Shoals – April Summary of Events

April 24-25

High School BBQ

Granite Shoals proudly hosted the High School BBQ State Championship at Quarry Park, welcoming approximately 120 student teams from across Texas and drawing thousands of attendees to the community.

The event not only showed incredible student talent and teamwork, but also provided meaningful opportunities for the future, with tens of thousands of dollars in scholarships awarded to participating students.



April 18

Kite Day at the Granite Shoals Airport

Granite Shoals welcomed families and visitors to the Kite Day at the Granite Shoals Airport, where the skies were filled with colorful kites and the community came together for a fun, family-friendly event.

Citywide Clean up

The Citywide Clean-Up held at Quarry Park was a tremendous success, with all 20 roll-off bins filled in just two hours.



April 16

Venison Distribution

Granite Shoals WAC and Police Department recently hosted a venison distribution at Quarry Park, providing fresh, locally sourced meat to residents and families in the community.

Due to freezer constraints, remaining venison was donated to The ARK of Highland Lakes for continued distribution to those in need.



April 13

Teen Court Banquet

Some outstanding teens were recently recognized for their participation and exceptional service through the Teen Court program. These students demonstrated leadership, accountability, and a strong commitment to serving their peers and community. Congratulations to all of the participants and scholarship recipients for their dedication to the program and for making a positive impact.



April 11

Plein Air Wildflower Painting Event

This free painting event was held in a blooming wildflower patch, bringing artists together to capture the natural beauty of the season.

Participants painted on-site, inspired by the vibrant colors and scenic landscape, creating a unique blend of art and nature.



April 10

LCRA Steps Forward Day

Granite Shoals was proud to partner with the Lower Colorado River Authority for LCRA Steps Forward Day, where LCRA staff generously volunteered their time to paint the City Community Center and the Veterans Park pavilion. This project reflects the power of partnership and community pride, enhancing public spaces that are used and enjoyed by residents year-round. We are incredibly grateful to LCRA and all who contributed to making this day a success.



April 4

Easter Eggstravaganza

Granite Shoals hosted its annual Easter Egg Hunt with over 30,000 eggs, creating a memorable day for families across the community. Despite rainy conditions when many events might have been canceled, the City moved forward under the cover of the sport courts to ensure the children of Granite Shoals could still enjoy this special Easter tradition. The determination to carry on reflects the City's commitment to its residents and to creating meaningful, family-focused experiences. We appreciate everyone who came out, braved the weather, and helped make the event a success for our community's kids.





GRANITE SHOALS POLICE DEPARTMENT

MONTHLY DEPARTMENTAL REPORT

CURRENT MONTHLY STATISTICS

MARCH 2026

TOTAL CALLS FOR SERVICE

1499

TRAFFIC STOPS

581

CITATIONS

150

WARNINGS

440

MOTOR VEHICLE COLLISIONS

3

ARRESTS

36

AVERAGE RESPONSE TIME

2:53



LAST YEARS COMPARISON

MARCH 2025

TOTAL CALLS FOR SERVICE

1217

TRAFFIC STOPS

358

CITATIONS

97

WARNINGS

274

MOTOR VEHICLE COLLISIONS

10

ARRESTS

24

AVERAGE RESPONSE TIME

3:38

UNIFORMED CRIME REPORTING

	OFFENSES REPORTED	UNFOUNDED COMPLAINTS	ACTUAL OFFENSES	OFFENSES CLEARED	JUVENILE CLEARANCE
CRIMINAL HOMICIDE	0	0	0	0	0
FORCIBLE RAPE	0	0	0	0	0
ROBBERY	0	0	0	0	0
ASSAULT	2	0	2	2	0
BURGLARY	0	0	0	0	0
THEFT	1	0	1	0	0
MOTOR VEHICLE THEFT	0	0	0	0	0

TOTAL TIME OF SERVICE

161

YEARS

3

MONTHS

TOTAL TRAINING HOURS FOR THE MONTH

48

ANIMAL CALLS

VCO ANIMALS

32

HOUSED ANIMALS

10

CITATIONS

11

WARNINGS

0

ANIMAL CALLS

27

TAKEN TO HUMANE SOCIETY

6



CITY OF GRANITE SHOALS

PARKS DEPARTMENT – MONTHLY REPORT

Reporting Month: March 2026

Prepared By: Joseph Lambert

1. Department Overview

The Parks Department focused on mowing, weedeating, tree trimming at all parks, making repairs to Veterans pavilion and the Community Center in preparation for painting. Additionally, the team is preparing Quarry Park for all the upcoming events in April.

Park boat launch slips collected in March: Castleshoals-21, Bluebriar-176, Hillcrest-6, Robin Hood-37, Timberhill-6, Clear Cove-43, Crockett-15, Woodland Hills-7, **Total slips collected-311.**

2. Park Maintenance & Improvements

All park restrooms and trash receptacles are cleaned biweekly, Mondays and Fridays.

Repairs were made to the pavilion at Veterans Park and the Community center, replacing damaged and rotting wood, for the LCRA painting day.

The large ash and fire pile behind city hall was removed and the land around it was cleared and leveled to make room for Irby's equipment and trucks to park there.

Began making modifications to the asphalt barn to make parking and storage easier for all city equipment and trucks. More work is still needed on this project to better fortify and secure the building.

A two inch mainline was installed on the south side of the wildflower patch. The line has seven stub ups and fourteen hose bibs. Irrigation lines were laid throughout the wildflower field.

Updated prices on the eight boat launches to \$20.00 per the new city ordinance.

Box bladed the walking trails at Quarry Park. Mowed all city parks.

3. Projects & Special Events

There were no city events during the month of March.



CITY OF GRANITE SHOALS

PARKS DEPARTMENT – MONTHLY REPORT

4. Coordination & Partnerships

Assisted streets department by weedeating intersections and signs around the city.

5. Equipment & Supplies

All parks equipment is fully operational.

6. Staffing & Training

Parks department currently has one open position.

Joseph Lambert-Crew Leader, Felix Martin and Jose Mazariegos- Parks Maintenance Techs.

Safety meetings are conducted weekly with the crew and training on heavy equipment continues when time permits.

7. Department Needs or Concerns

No department needs or concerns at this time.

CITY OF GRANITE SHOALS



FIRE DEPARTMENT

Filter statement

Filters **Incident onset** 3/1/26 to 3/31/26 **Incident status** Locked

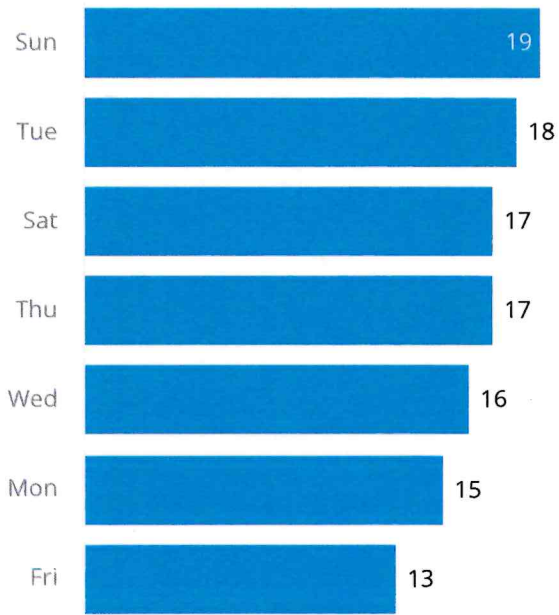
Incident Types (NERIS)

Count of Incidents	Count of Medical Incidents...	Count of Fire Incidents (Pri...	Count of Other Incidents (...)	Mutual Aid Given or Receiv...
Count of Incidents 115 Count of Exposures 0	Count of EMS Calls 83 Percent of EMS Calls 72.17%	Count of Fire Calls 10 Percent of Fire Calls 8.70%	Count of Other Calls 22 Percent of Other Calls 19.13%	Aid Given 3 Aid Received 0

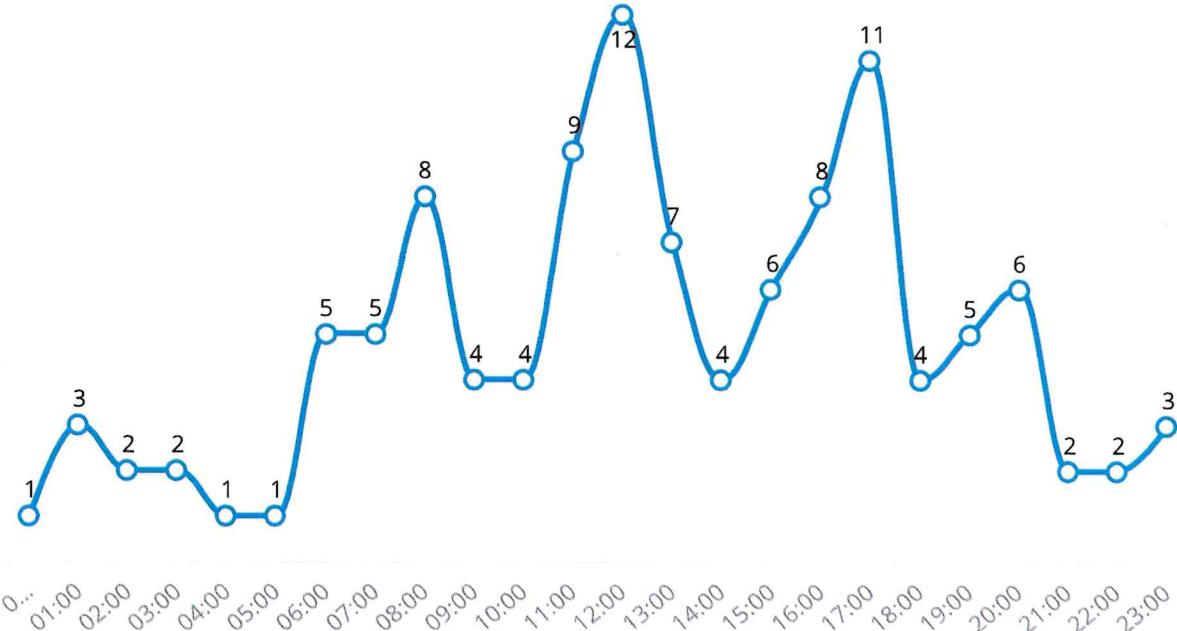
Filter statement

Filters **Days in Core incident onset date/time** 3/1/26 to 3/31/26 | **Incident status** Locked

Incident Count by Day of Week



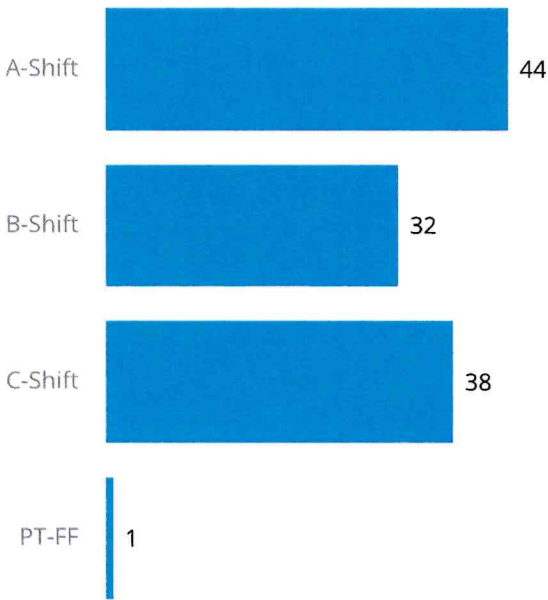
Incident Count by Hour of Day



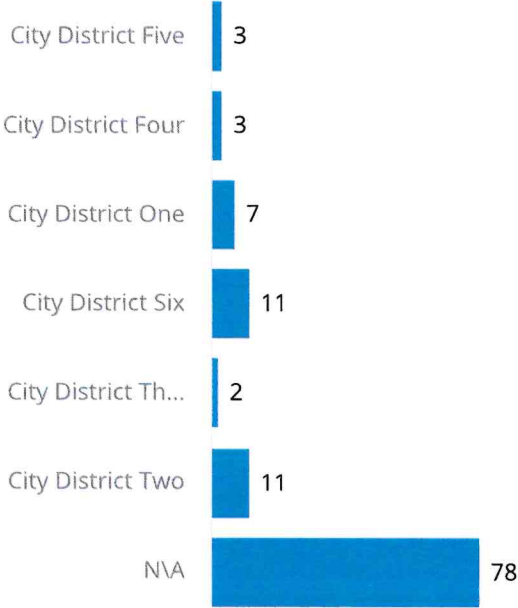
Filter statement

Filters Days in Core incident onset date/time 3/1/26 to 3/31/26 Incident status Locked

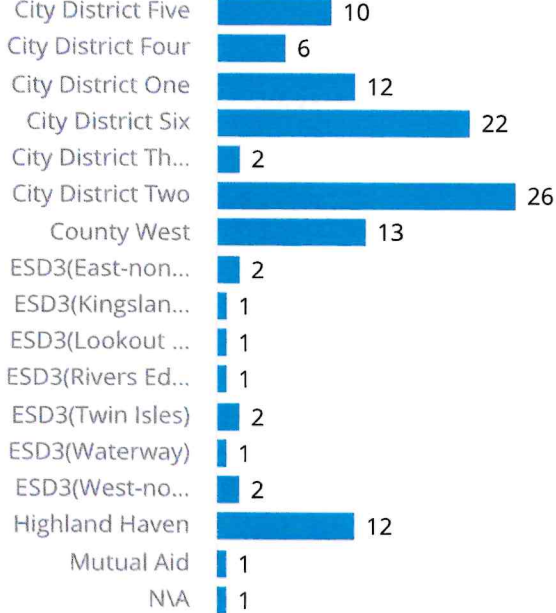
Incidents by Shift



Incidents by Zone



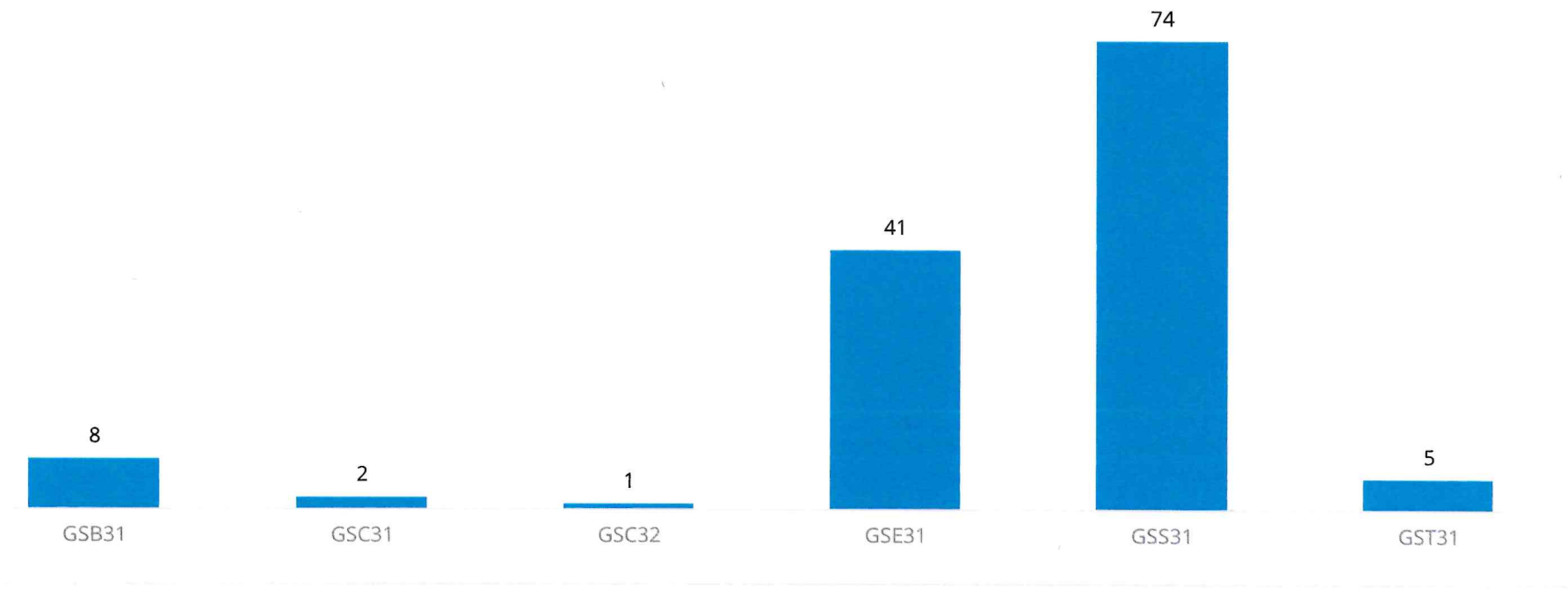
Incidents by District



Filter statement

Filters **Days in Core incident onset date/time** 3/1/26 to 3/31/26 | **Incident status** Locked

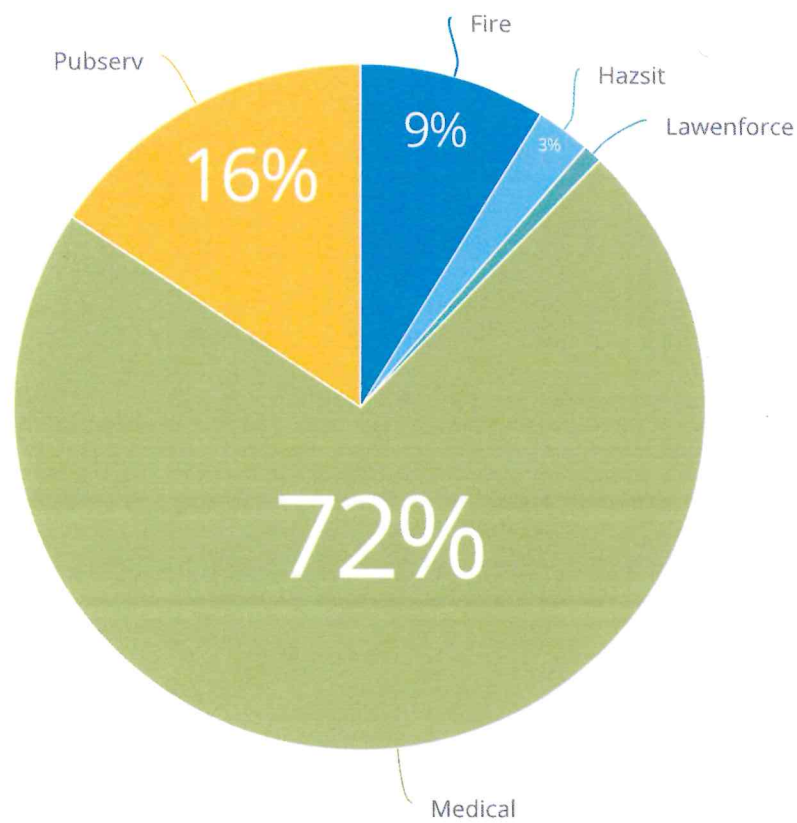
Incident Count by Unit



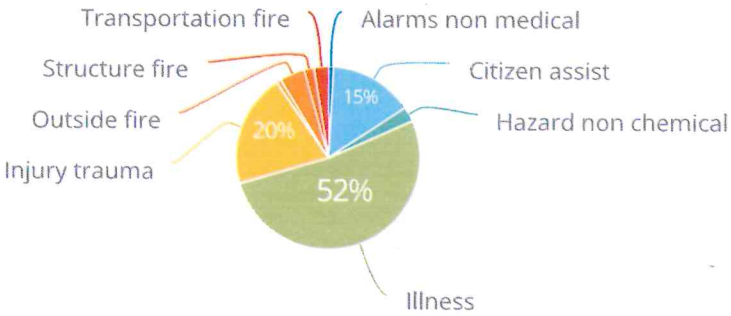
Filter statement

Filters Incident onset 3/1/26 to 3/31/26 Incident status Locked

Primary Incident Type by Category



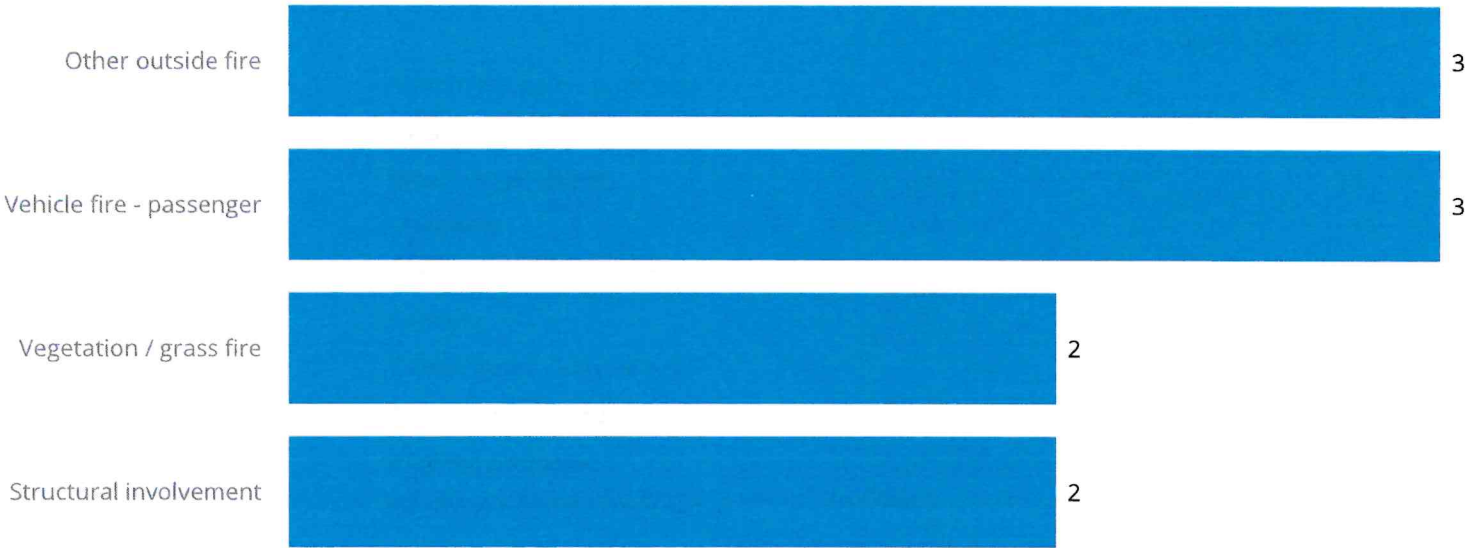
Primary Incident Types by Subcategory



Filter statement

Filters **Incident onset** 3/1/26 to 3/31/26 | **Incident status** Locked

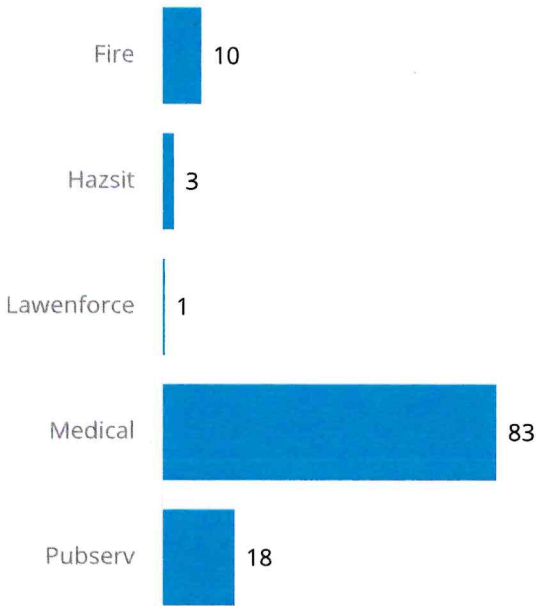
Count of Fire Incidents



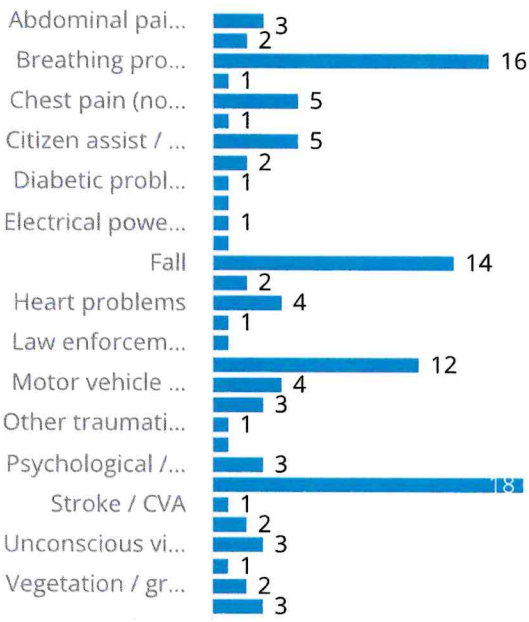
Filter statement

Filters **Incident onset** 3/1/26 to 3/31/26 **Core incident number** All items containing "" **Location full address** All items containing "" [6 more...](#)

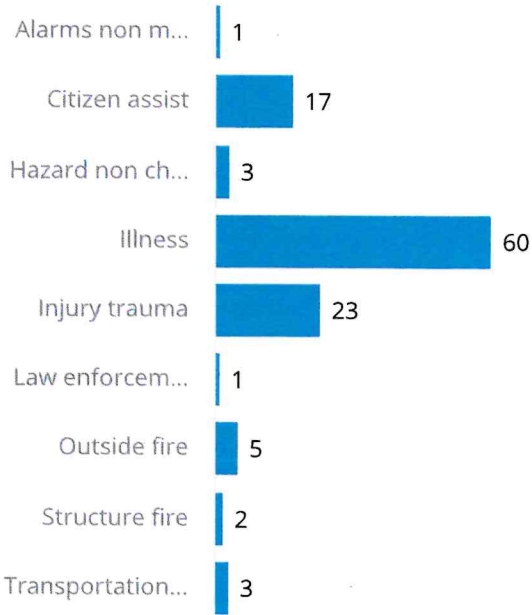
Count of Incidents by Primary Incident Type Cate...



Count of Incidents by Primary Incident Type



Count of Incidents by Type Subcategory



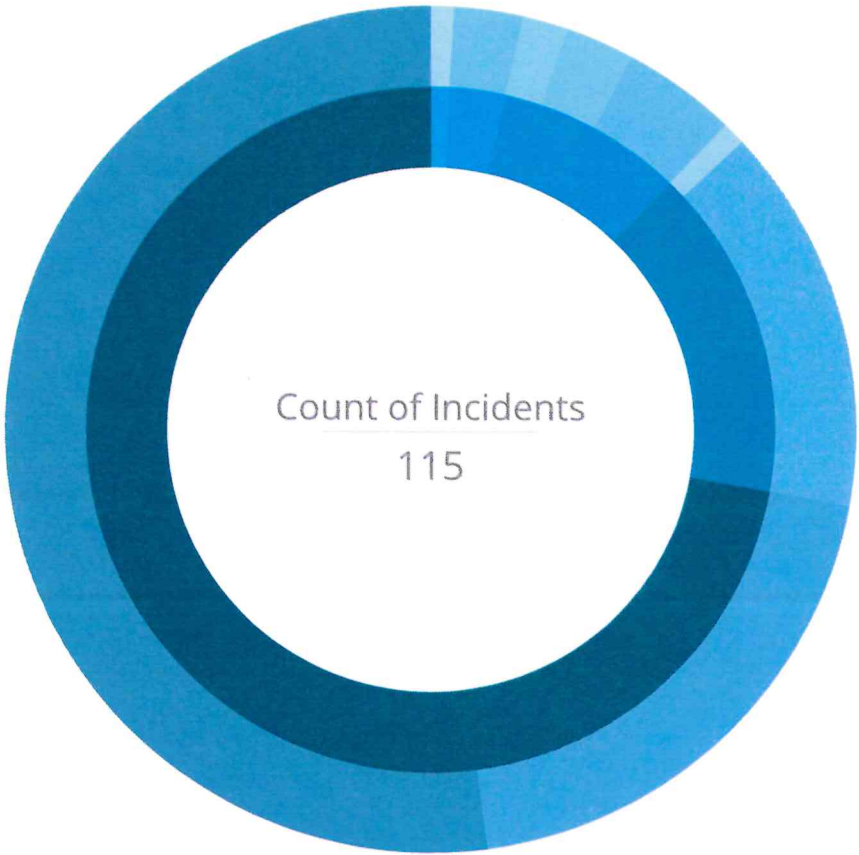
Filter statement

Filters Days in Core incident onset date/time 3/1/26 to 3/31/26 Incident status Locked

Count of Incident Responses

Station	Shift	Unit	Incidents
			2026
Station 31	A-Shift	GSB31	3
		GSC32	1
		GSE31	16
		GSS31	27
	B-Shift	GSB31	3
		GSE31	13
		GSS31	17
		GST31	2
	C-Shift	GSB31	1
		GSC31	1
		GSE31	10
		GSS31	27
		GST31	3
NVA	PT-FF	GSS31	1
	C-Shift	GSB31	1
		GSC31	1
		GSE31	2
		GSS31	2

Percent of Incident Responses by Incident Type





CITY OF GRANITE SHOALS

STREETS DEPARTMENT

MARCH 2026

Prepared By: Humberto Mejia (Crew Leader)

1. Road Maintenance & Projects

- Continued trimming of trees along City easements to maintain safety and visibility.
 - Streets and Parks teams collaborated on two locations along Sunset Drive, which included:
 - Culvert replacements
 - Ditch improvements and drainage work
 - Easement clearing and maintenance
 - Pothole patching in surrounding areas
 - Installation of updated and needed signage
 - Ongoing repair and replacement of damaged or outdated signs throughout the City.
 - Continued ditch cleaning and culvert replacements, with all work being documented and tracked in Vialytics.
 - Implementation of real-time work order tracking through Vialytics, allowing field staff to create work orders directly when additional issues are identified beyond routine repairs.
-

2. Equipment & Fleet Maintenance

- Water truck currently requires brake repairs; maintenance is pending.
-

3. Staffing & Training

- Continued training and utilization of Vialytics for:
 - Work order management
 - Road condition tracking
- Ongoing training on skid steer attachments to improve operational efficiency and versatility in the field.



CITY OF GRANITE SHOALS

STREETS DEPARTMENT

MARCH 2026

4. Upcoming Work / Recommendations

- Continued citywide road mapping using Vialytics AI technology. Residents may notice trucks equipped with cameras—this indicates active roadway assessment and data collection.
 - Ongoing prioritization and completion of work orders.
 - Planned milling and patching projects to address roadway conditions.
 - Collaboration with Dave to develop a community-facing video highlighting Streets Department operations and recent improvements.
-

5. Department Needs or Concerns

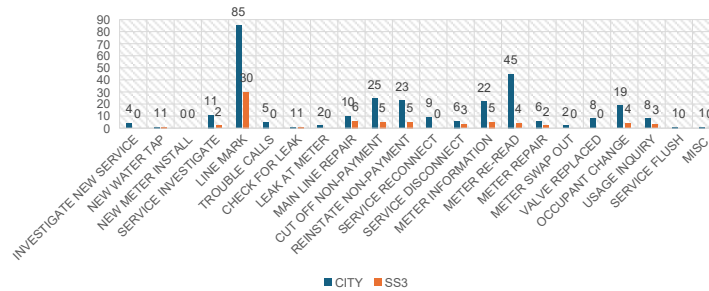
- We are pleased to welcome David Tullos to the team.
- Crew Leader Mejia would also like to recognize the Streets team for their continued hard work and adaptability. The improvements being seen across the City are a direct result of their willingness to learn, collaborate, and take pride in their work.

GRANITE SHOALS UTILITY REPORT

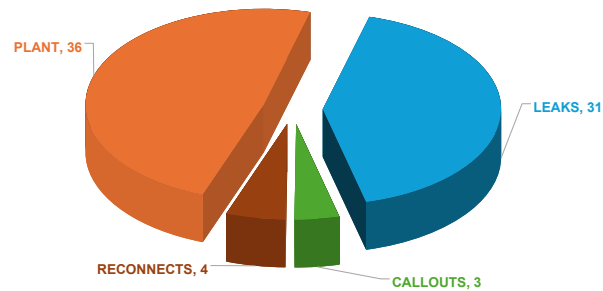
Mar-26

	CITY (CURRENT)	SS3 (CURRENT)
INVESTIGATE NEW SERVICE	4	0
NEW WATER TAP	1	1
NEW METER INSTALL	0	0
INVESTIGATE	11	2
LINE LOCATES	85	30
TROUBLE CALLS	5	0
CHECK FOR LEAK	1	1
LEAK AT METER	2	0
MAIN LINE REPAIR	10	6
CUT OFF NON-PAYMENT	25	5
REINSTATE NON-PAYMENT	23	5
SERVICE RECONNECT	9	0
SERVICE DISCONNECT	6	3
METER INFORMATION	22	5
METER RE-READ	45	4
METER REPAIR	6	2
METER SWAP OUT	2	0
VALVE REPLACED	8	0
OCCUPANT CHANGE	19	4
CONSUMPTION INQUIRY	8	3
SERVICE FLUSH	1	0
MISC.	1	0
TOTAL	294	71

UTILITY SERVICE ORDERS



OVERTIME REPORT



4/1/2026

UTILITY PERSONNEL					
EMPLOYEE	EXPERIENCE	LICENSES	TRAINING	CLASSES	HOURS
JOSHUA HISEY	18 YRS	A WATER / B WASTEWATER			701
RANDY MIZE	18 YRS	A WATER			738
NATHAN GARICA	6 YRS	C WATER TREATMENT / CSI			198
JOSHUA MOWREY	3 YRS	C WATER TREATMENT			92
TYLER TORRES	2 YRS	D WATER	TESTING FOR 'C'		68
SPIN THURMAN	1 YRS	C WATER TREATMENT			68
ALEX VASQUEZ	1 YRS	D WATER			48
LISANDRO MATA	1 YRS	D WATER			22

TOTAL 1935

GRANITE SHOALS SURFACE WATER SYSTEM	
TOTAL WATER TREATED	13,021,000
AVERAGE DAILY PUMPED	420,000
TOTAL FLUSHED FOR MAINTENANCE	590,275
LAKE WATER AVERAGE TEMPERATURE	20.2 C
LAKE WATER LOWEST TEMPERATURE	17.1 C
LAKE WATER AVERAGE PH	8.2
FINISHED WATER AVERAGE TEMPERATURE	20.3 C
FINISHED WATER AVERAGE PH	7.7
FINISHED WATER AVERAGE ALKALINITY	116 mg/L
FINISHED AVERAGE CHLORINE RESIDUAL	4.2 mg/L
BACTERIOLOGICAL SAMPLES	CLEAR

SHERWOOD SHORES 3 GROUNDWATER SYSTEM	
TOTAL WATER TREATED	1,148,000
AVERAGE DAILY PUMPED	37,000
AVERAGE CHLORINE RESIDUAL	0.90 mg/L
BACTERIOLOGICAL SAMPLES	CLEAR

City of Granite Shoals Monthly Report

Water Department – April 2026

Summary

During March 2026, the Water Department continued to ensure the safe, reliable delivery of potable water to all residents and businesses. The department focused primarily on fixing line breaks due to the increase in utility companies working in the area for communications and/or electric pole replacement.

Operations Overview

- **Water Production:** Total water produced for the month of March was 13.021 million gallons for Granite Shoals, an 8% increase from February due to early spring weather. Total water pumped to residents for Sherwood Shores 3 was 1.148 million gallons, no change from February.
- **System Maintenance:** Routine inspections and maintenance were completed on all major water mains. Many resident meter leaks were identified and were repaired within a couple of hours of detection; we believe the annual granite shifting is the cause. Lake pump #1 still out for repairs due to January's freeze, expected delivery mid-April.
- **Water Quality:** All water quality tests met or exceeded state standards.
- **Personnel:** Spin Thurman obtained his 'C' Water license, all operators are back to work.

Customer Service

- Added 4 new service connections and responded to 365 workorders, primarily related to line locates or line breaks as 3 different PEC contractors are replacing poles, also 2 different internet contractors are installing/replacing fiber lines.
- Average response time for service requests was 0.5 hours.

Financial Summary

- **Budget Status:** Department remains under budget for the fiscal year to date.

Projects and Initiatives

- Awaiting the start of both contracted line upgrade/replacement projects Valley View and Kingdom areas, both are expected to start at the end of April.

- Exploring Water Fee rates for the future with Waterworth.
- Continued grant discussions with MRB engineering group for wastewater potential project, and water projects.

Challenges and Issues

- Delays due to equipment down for repairs- JCB Backhoe axel repair.
- Ongoing monitoring of groundwater levels in response to regional drought advisories.

Looking Ahead

In April & May, the department will focus on seasonal hydrant flushing due to the upcoming Free Chlorine Conversion process, continued infrastructure upgrades, and further community engagement on conservation efforts.



**NOTICE OF AGENDA
GRANITE SHOALS CITY COUNCIL
REGULAR CALLED MEETING**

TUESDAY, MARCH 24, 2026 AT 6:00 PM

City of Granite Shoals City Hall, 2221 N. Phillips Rd., Granite Shoals, TX 78654
Phone (830) 598-2424 Fax (830) 598-6538 • www.graniteshoals.org

MINUTES

1. Call to Order/ Roll Call/ Welcome

The meeting was called to order at 6:01 PM.

Moved by Catherine Bell; seconded by Michael Berg to excuse the absence of Mike Pfister.

Motion Passed: 6 - 0

Voting For: Ron Munos, Brian Edwards, Judy Salvaggio, Steve Hougen, Michael Berg, Catherine Bell

Invocation

Pledge of Allegiance, Pledge to Texas Flag

Given by Pastor Mitchell.

2. Citizen Comments

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

Jacob Walsh - Addressed the Council about a recent Facebook post by an anonymous person. Mr. Walsh read the post and preceded to express his disagreement and support of the City and the progress. Mr. Walsh received thanks and appreciation from the Council and applause from the audience for his comments.

3. Items of Community Interest

Additional items of community interest mentioned:

- Airport Committee Kite Day - April 18th from 10am - 2pm
- Fundraising BBQ by Chief Ortis and Chief Campbell - Saturday March 28th (Already sold out)

- City Hall Closed for Good Friday - April 3
- Easter Eggstravaganza - April 4
- LCRA Steps Forward Day - April 10

- Wildflower Event- April 11
- City Wide Clean-Up - April 18
- Burnet County BOPATE Day - April 18
- HS BBQ Championship - April 25-26
- Election - May 2
- Howdy Roo - May 2-3
- Granite Fest - May 8-10
- City of Granite Shoals 60th Anniversary - May 9

City Manager Sarah Novo was recognized for her promotion from Treasurer to Vice President of the Texas City Management Association, Region 7. She praised all departments for engaging in advanced training, team development, and elevating city service standards, and mentioned that departmental successes and ongoing efforts are documented in the City Management Report, available online and on Facebook.

Individual Recognitions:

- Chief Ortis: Appointed Chair of the DWI Enforcement Standards and Policy Division for Burnet County and to the Board of the International Association of Chiefs of Police (representing smaller cities).
- Detective Mahoney and Captain Taliaferro: Engaged in FBI LITA Supervisory Leadership Training, working toward departmental accreditation.
- Assistant Fire Chief Nugent: Completed a 7-day intensive training at the National Fire Academy.
- Fire Department Personnel: Two firefighters attended Texas A&M for advanced operator training.
- Randy Mize (Utilities): Achieved Class A water certification.
- Michelle Jewett (Animal Control): Completed advanced certification.
- Becky Sims (Building & Planning): Awarded recertification for Municipal Clerk.
- Dawn Wright (City Secretary): Awarded 2026 TMCA Major Scholarship
- Spin Thurman (Utilities): Achieved Class C water certification.

4. Reports

City Manager Sarah Novo shared staff accolades and accomplishments from her monthly report, which will be shared on the webpage and social media.

4.a. Department Reports

5. Consent Agenda

5.a. Discuss and consider approval of meeting minutes from February 24, 2026.

Moved by Brian Edwards; seconded by Judy Salvaggio to accept the meeting

minutes from February 24, 2026.

Motion Passed: 6 - 0

Voting For: Ron Munos, Brian Edwards, Judy Salvaggio, Steve Hougen, Michael Berg, Catherine Bell

6. Action Items

- 6.a. Discuss, consider, and take appropriate action regarding Ordinance 889 - Amendment Of Appendix B, Schedule Of Fees And Charges, Section N, Administrative Fees, Of The City's Code Of Ordinances.

Moved by Steve Hougen; seconded by Judy Salvaggio to adopt Ordinance 889- Amendment of Appendix B, Schedule of fees and charges, Section N, Administrative fees of the City's Code of Ordinances.

Motion Passed: 6 - 0

Voting For: Ron Munos, Brian Edwards, Judy Salvaggio, Steve Hougen, Michael Berg, Catherine Bell

- 6.b. Discuss, consider, and take appropriate action regarding Comprehensive Plan Workgroup.

This agenda item was discussed after Executive Session

Moved by Ron Munos; seconded by Catherine Bell to authorize City staff to form a work group to gather information, provide to the consultant developing the comprehensive plan made from, citizens, business owners and no more than one person from Parks, P&Z, and Airport committees and to dissolve in November upon adoption of the new comprehensive plan.

Motion Passed: 6 - 0

Voting For: Ron Munos, Brian Edwards, Judy Salvaggio, Steve Hougen, Michael Berg, Catherine Bell

Voting Against: None

7. Executive Session (Closed to the Public)

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by Texas Government Code Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), and/or 418.183 (homeland security).

- At 6:25pm, the Council adjourned to Executive Session, as authorized by Texas Government Code Section 551.071 (consultation with attorney).

- The Council reconvened to Open Session at 6:56 pm.
 - No action was taken in the Executive Session.

8. Future Agenda Items

- Charter Committee
- Heavy Vehicle Ordinance
- Signage Ordinance
- Roads Update: Request for an extensive report at the next meeting to highlight progress and equipment.
- Committee & Representation Transitions

9. Adjournment

With no further business or discussion, the meeting was adjourned at 7:03 PM.

CERTIFICATION

I hereby certify that the above minutes are true and correct from the City Council meeting of March 24, 2026.

Mayor Ron Munos _____

Attest:

Dawn Wright - City Secretary _____

Meeting minutes may be prepared using audio recordings, transcription software, or other administrative tools. Draft minutes are reviewed by staff and approved by the governing body before becoming the official record.



CITY OF GRANITE SHOALS
WATER CONSERVATION PLAN
DROUGHT CONTINGENCY PLAN
UPDATE APRIL 2026

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Executive Summary

The City of Granite Shoals (CITY) adopted its Water Conservation and Drought Contingency Plan in 2024 for the Lower Colorado River Authority (LCRA) and now has updated the plan in 2026 to comply with requirements of the Texas Water Development Board (TWDB). The City has submitted an application to the TWDB to secure funding for first-time wastewater service. As per its agreements with the TWDB the CITY is required to update its plan every five years with the City Council adopting the plan through an ordinance. Since the implementation of the plan, the City has focused on improving

distribution systems by upgrading and replacing aging and undersized water mains. In 2023, the City successfully replaced 98% of its service meters. The results of these improvements have been a reduction in water line breaks, and a reduction in unaccounted for water. While there have been reductions in unaccounted for water the CITY still has approximately 10% unaccounted for water.

Water Conservation Plan Goals

- Long term reductions in overall water demands include a 2% per capita reduction over the next 5 years and a 5% reduction over the next 10 years;
- Reductions in the magnitude of seasonal water demands by 5% over the next 5 years.
- Reductions in percent unaccounted for water by 5% over the next 5 years.

Water Conservation Plan Objectives

- To reduce waste and influence conservation habits of the residents of the CITY;
- To reduce seasonal water demands such that future development of water wells and treatment facilities can be deferred.

5-year and 10-year Targets and Goals for Water Savings

Table ES-1

**CITY OF Granite Shoals
Water Conservation Goals**

Description	Current Average (gpcd)	5-year Goal (5% reduction gpcd)	10-year Goal (7% reduction gpcd)
Total GPCD	158	148	138

Drought Contingency Plan

The Drought Contingency Plan is designed to address emergency water supply situations caused by both drought or other emergency situations. The Drought Contingency Plan has the following stages:

- Stage 1- Mild Water Shortage- 10% reduction in water use
- Stage 2- Moderate Water Shortage- 20% reduction in water use
- Stage 3- Severe Water Shortage- 25% reduction in water use
- Stage 4- Critical Water Shortage- 30% reduction in water use
- Stage 5- Emergency Water Shortage- 50% reduction in water use

The trigger conditions that implement each stage are detailed in the plan. In general, the trigger conditions are based reductions in the available pumping and storage capacity, well levels, natural disaster, and equipment failures. The plan also details how each drought stage is ended.

WATER CONSERVATION PLAN

Introduction

In accordance with the guidelines of the Texas Water Development Board (TWDB) and the Lower Colorado River Authority(LCRA), the CITY of Granite Shoals, (hereafter referred to as "the CITY"), has prepared this Water Conservation and Drought Contingency Plan.

Water Conservation Plan Goals

The purpose of this water conservation plan is intended to comply with TWDB, Texas Commission on Environmental Quality (TCEQ), and LCRA requirements and achieve:

- Long-term reductions in overall water demands 2-percent per capita over the next five years and 5% reduction over the next 10 years;
- Reductions in the magnitude of seasonal water demands by 5-percent over the next five years;
- Reductions in percent unaccounted for water by 5-percent over the next five years.

Given current and projected water service requirements and issues, specific water conservation objectives are:

- To reduce waste and influence conservation habits of the residents of the CITY;
- To reduce seasonal water demands

5-year and 10-year Targets and Goals for water savings

Table 1-1
CITY OF ELDORADO
Water Conservation Goals

Description	Current Average (gpcd)	5-year Goal (2% reduction gpcd)	10-year Goal (5% reduction gpcd)
Total GPCD	158	154	148

Background Information

The CITY of Granite Shoals is located in Burnet County, 6 miles west of Intersection US 281 and RM 1431.

Wastewater Collection System

The CITY does not own or operator a Wastewater Treatment System.

Water System

The CITY owns and operates its own public water system that serves the entire CITY. The CITY's water system was originally constructed in the early 1960's and is a registered public water system with the TCEQ (PWS TX0270049). The CITY provides water service to its customers under the authority granted to it by the CITY's Charter from the State of Texas and by the Certificate of Convenience and Necessity (CCN) issued by the Public Utility Commission of Texas (CCN No. 11450), with the boundary of the CCN area surrounds the CITY and includes some areas that lie outside the existing CITY Limits. The CITY service area currently has 2,640 active water connections.

The CITY's water distribution system is comprised mainly of residential customers, along with a small number of commercial accounts, the largest of which are, the City Water Treatment Plant, Marble Falls Elementary School, and a small privately owned Wastewater Facility.

Based on CITY water billing and metering data the CITY's water system currently has an Average Daily Demand (ADD) of approximately 418,000 gallons per day or 290 gallons per minute (gpm).

The CITY's water system is supplied by Lake LBJ, located in Burnet and Llano Countys.

The CITY has initiated a water meter testing and replacement program where questionable meters are tested and replaced as necessary as the meters are less than two to three years old. Since 2020 the CITY has replaced old and undersized water mains which has contributed to an improvement in water loss.

Public Education

The CITY promotes water conservation issues by informing the public in a variety of ways including:

- New customers will receive conservation information when applying for service;
- Educational material will be available to customers at City Hall.

The CITY also proclaims “National Drinking Water Week” and provide residents with information and demonstrations related to water conservation and environmental issues that affect our water.

Plumbing Codes

The CITY has adopted the International Plumbing Code.

Retrofit Programs

The CITY shall promote the benefits of retrofitting existing facilities with water saving devices. This program will be encompassed in the educational and informational programs utilized by the CITY. State law requires that all plumbing fixtures meet water conservation requirements.

Accurate Metering of Raw Water Supplies and Treated Water Deliveries

All municipal structures operated by the CITY are metered. The CITY has installed meters at public parks to improve water accountability.

The CITY will continue to provide a water meter preventive maintenance program, wherein leak detection testing, repairs, and replacement are done on a regular basis in order to control water loss. All of these actions will be performed in accordance with AWWA standards.

Universal Metering

The CITY currently meters 100-percent of residential water used. The CITY has a policy of testing all meters, which appear to have abnormally high or low water usage. The CITY has set up the following meter testing schedule:

1. Production meters – test once a year
2. Meters larger than 1-inch – test once every two years
3. Meters 1-inch and smaller – test every ten years

The CITY uses a software program which handles all of their billing. The CITY's computer billing program and online smart meter portal offered to our customers easily identifies any high or low rate users, and keeps track of all water use.

The CITY will continue to provide a water meter preventive maintenance program, wherein testing, repairs, and replacement are performed in accordance with AWWA standards.

Water Conserving Landscape

The CITY will provide information, through the public education program, to homeowners, business owners, landscape architects, and irrigation contractors about the methods and benefits of water conserving landscaping practices and devices. The following methods will be encouraged.

- The use of low water consuming plants and grasses for landscaping new homes and commercial areas.

- Business and nurseries to offer for sale low water consuming plants and grasses along with efficient irrigation systems and to promote their use through demonstrations and advertisements.

- **Permanent mandatory watering schedule**

CITY OF GRANITE SHOALS

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than **TWICE per week** for up to **14 hours** and only during scheduled days and times as indicated below:
- **Residential**
- Odd number addresses: Wednesdays and Saturdays
- Even number addresses: Thursdays and Sundays
- **Commercial** (including large landscapes such as HOA common areas and public schools)
Tuesdays and Fridays
- **Watering Hours**
- Midnight to 10 a.m. and 8 p.m. to midnight

- **Stage 1 mandatory winter watering schedule**

CITY OF GRANITE SHOALS

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than **ONCE per week** for up to **14 hours** only during scheduled days and times as indicated below between the dates of Oct. 1 and April 30.
- **Residential- automatic irrigation systems**
- Odd number addresses: Wednesdays
- Even number addresses: Thursdays
- **Residential- hose end irrigation**
- Odd number addresses: Saturdays
- Even number addresses: Sundays
- **Commercial** (including large landscapes such as HOA common areas and public schools)
Even number addresses: Tuesdays
Odd number addresses: Fridays
- **Public Schools**
Mondays
- **Watering Hours**
- Midnight to 10 a.m. and 8 p.m. to midnight

- **Stage 2 mandatory summer watering schedule**

CITY OF GRANITE SHOALS

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than **ONCE per week** for up to **14 hours** and only during scheduled days and times as indicated below.
- **Residential automatic irrigation systems**
- Odd number addresses: Wednesdays
- Even number addresses: Thursdays
- **Residential hose-end irrigation**
- Odd number addresses: Saturdays
- Even number addresses: Sundays
- **Commercial** (including large landscapes such as HOA common areas and public schools)
Even number addresses: Tuesdays
Odd number addresses: Fridays
- **Watering Hours**
- Midnight to 10 a.m. and 8 p.m. to midnight

Stage 3 mandatory watering schedule

CITY OF GRANITE SHOALS

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than **ONCE per WEEK** for up to **six hours** during scheduled days and times as indicated below.
- **Residential automatic irrigation systems**
- Odd number addresses: Wednesdays
- Even number addresses: Thursdays
- **Residential hose-end irrigation**
- Odd number addresses: Saturdays
- Even number addresses: Sundays
- **Commercial** (including large landscapes such as HOA common areas)
Even number addresses: Tuesdays
Odd number addresses: Fridays
- **Public Schools**
Mondays
- **Watering Hours**
- Automatic irrigation systems: Midnight to 6 a.m.
- Hose-end irrigation: 7 a.m. to 10 a.m. and 8 p.m. to 10 p.m.
- Hand-held irrigation: Before 10 a.m. and after 8 p.m.

Stage 4 mandatory watering schedule

CITY OF GRANITE SHOALS

- Irrigate outdoors using only a soaker hose, point-source drip irrigation, tree gator watering bags, hand-held watering or a bucket for areas not defined as

ornamental landscaping no more than **ONCE per week** for up to **six hours** only during scheduled days and times as indicated below.

- **Residential**
- Odd number addresses: Saturdays
- Even number addresses: Sundays
- **Commercial** (including large landscapes such as HOA common areas)
 - Even number addresses: Tuesdays
 - Odd number addresses: Fridays
- **Public Schools**
 - Mondays
- **Watering Hours**
- Soaker hose, hand-held water or bucket irrigation: 7 a.m. to 10 a.m. and 8 p.m. to 10 p.m.

Rate Structures of Water and Wastewater

The CITY employs a water usage rate structure based on customer type and a and inclined block rate service charge. Current water rates for residential and commercial accounts are presented in Tables 1-3 and 1-4 below:

Table 1-3
CITY OF Granite Shoals
Water Rate Structure

Usage (Gal. per Month)	Cost
Inside City Limits	Inside City Limits
0-2,000	\$40.36
2,001-5,000	\$4.75/1,000 gal.

5,001-8,000	\$5.49/1,000 gal.
8,001-10,000	\$6.15/1,000 gal.
10,001-12,000	\$6.35/1,000 gal.
12,001-16,000	\$6.75/1,000 gal.
Over 16,001	\$7.79/1,000 gal.
Outside City Limit	Outside City Limit
0-2,000	\$64.73
2,001-5,000	\$5.35/1,000 gal.
5,001-8,000	\$6.16/1,000 gal.
8,001-10,000	\$6.46/1,000 gal.
10,001-12,000	\$7.02/1,000 gal.
12,001-16,000	\$8.12/1,000 gal.
Over 16,001	\$9.92/1,000 gal.

Leak Detection and Water Audits

The CITY has pursued a leak detection and repair program and has in inventory all necessary repair materials needed to ensure prompt repairs of all leaks detected or reported.

The leak detection and repair program include the following:

1. Monthly water use accounting by CITY staff, the billing system, and the smart meter portal, all of which help to identify high water use after the service meters, indicating leaks;
2. Constant monitoring of elevated tanks which identifies major water main breaks;
3. Visual inspection by meter readers and system employees who keep a constant watch out for abnormal conditions indicating leaks; and
4. An adequate maintenance staff which is available to repair any leaks.

A monthly water loss report provides an effective tracking system of metered production, metered consumption, accounted water losses, and unaccountable water loss.

The CITY has averaged an annual unaccountable rate of 10-percent, which is greater than the AWWA recommended rate (10-percent). The CITY plans to continue decreasing this rate by implementing the above measures. Recent replacement of old distribution lines should have a positive impact on water loss.

Implementation and Enforcement

The Ordinance adopting the Water Conservation Plan shall authorize the CITY to implement, enforce, and administer the program.

Contracts with Other Political Subdivisions

The CITY will, as part of any contract for sale of water to another entity re-selling water, require that entity to adopt applicable provisions of the CITY's water conservation and drought contingency plan or have a plan in effect previously adopted by TCEQ, TWDB, LCRA. These provisions will be through contractual agreement prior to the sale of any water to the entity.

Coordination with the Regional Water Planning Group

The service area of the CITY is located within the Regional Water Planning Area (K) and will provide a copy of this Water Conservation and Drought Contingency Plan to the Regional Water Planning Group (K).

Annual Reporting to Texas Water Development Board

The CITY shall be responsible for providing the required annual report to the Texas Water Development Board, Texas Commission of Environmental Quality, Lower Colorado River Authority, and Regional Water Planning Group (K).

DROUGHT CONTINGENCY PLAN (EMERGENCY WATER DEMAND MANAGEMENT PLAN)

Introduction

It is necessary for the CITY to have in place a Drought Contingency/Emergency Water Demand Plan that will deal with emergency water demand situations. There are a number of scenarios where the public water supply could be adversely affected and the public's health jeopardized. Normal service can be interrupted by such uncontrollable circumstances as drought, hurricanes, tornadoes, vandalism, floods, or equipment failure. Water demand is usually significantly higher than normal when drought conditions are in effect causing maximum stress on the public water system.

This plan will provide the necessary indicators and control measures to temporarily abate water demand in emergency situations. These provisions are designed to be in place only as long as an emergency situation exists. To be effective the plan must have the following elements:

- Trigger conditions that will signal the existence of an emergency situation;
- Emergency control measures;
- Methods to relay information and notify the public;
- Enforcement procedures;
- Method of implementation of plan; and
- Procedure for plan termination notification.

Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the CITY OF Granite Shoals (hereafter referred to as "the CITY") hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this DROUGHT CONTINGENCY PLAN/EMERGENCY WATER DEMAND (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section XI of this Plan.

Section II: Public Involvement

The CITY made the Water Conservation and Drought Contingency Plan available to its customers at CITY HALL. The Plan was adopted by Ordinance of the Granite Shoals City Council. The CITY made drought contingency planning information available to the public as follows:

- The proposed plan was provided to anyone requesting a copy.
- The plan will be presented for adoption to the CITY COUNCIL at a public meeting at CITY HALL.

Section III: Public Education

The CITY will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by the Water Utilities Department through ongoing programs, which will reach a wide variety of customers. These programs include public outreach to schools, civic groups, and other adult and child groups. The CITY will distribute conservation and drought response in water bill mailings and provides them to the general public at CITY Hall. The CITY will inform and educate the public about its Plan by the following means:

- Posting the Notice of Drought conditions at the CITY HALL, and the City Community Center.
- Preparing a flyer describing the plan and making it available at CITY HALL and other appropriate locations.
- Notifying local organizations, schools, and civic groups that CITY staff is available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).
- At any time that the Plan is activated or the drought stage changes, the CITY will notify local media of the issues, the drought response stage, and the specific actions required of the public.
- Customer Billing inserts will also be used as appropriate.

Section IV: Coordination with Regional Water Planning Groups

The service area of the CITY is located within Regional Water Planning Area (K) and the Lower Colorado River Authority (LCRA), the CITY has provided a copy of this Water Conservation and Drought Contingency Plan to both these entities.

Section V: Authorization

The City Manager, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the CITY. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, hospitals, clinics and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by CITY of Granite Shoals.

Daily Maximum Supply: is calculated using available pumping capacity and available overhead storage.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: the use of water for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- f) use of water to fill, refill, or add to any private indoor or outdoor swimming pools or jacuzzi-type pools;
- g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Permanent mandatory watering schedule

CITY OF GRANITE SHOALS

Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than **TWICE per week** for up to **14 hours** and only during scheduled days and times as indicated below:

Residential

Odd number addresses: Wednesdays and Saturdays

Even number addresses: Thursdays and Sundays

Commercial (including large landscapes such as HOA common areas and public schools)

Tuesdays and Fridays

Watering Hours

Midnight to 10 a.m. and 8 p.m. to midnight

- **Stage 1 mandatory winter watering schedule**

CITY OF GRANITE SHOALS

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than **ONCE per week** for up to **14 hours** only during scheduled days and times as indicated below between the dates of Oct. 1 and April 30.
- **Residential- automatic irrigation systems**
- Odd number addresses: Wednesdays
- Even number addresses: Thursdays
- **Residential- hose end irrigation**
- Odd number addresses: Saturdays
- Even number addresses: Sundays
- **Commercial** (including large landscapes such as HOA common areas and public schools)
- Even number addresses: Tuesdays
- Odd number addresses: Fridays
- **Public Schools**
- Mondays
- **Watering Hours**
- Midnight to 10 a.m. and 8 p.m. to midnight

- **Stage 2 mandatory summer watering schedule**

CITY OF GRANITE SHOALS

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than **ONCE per week** for up to **14 hours** and only during scheduled days and times as indicated below.

- **Residential automatic irrigation systems**
- Odd number addresses: Wednesdays
- Even number addresses: Thursdays
- **Residential hose-end irrigation**
- Odd number addresses: Saturdays
- Even number addresses: Sundays
- **Commercial** (including large landscapes such as HOA common areas and public schools)
Even number addresses: Tuesdays
Odd number addresses: Fridays
- **Watering Hours**
- Midnight to 10 a.m. and 8 p.m. to midnight

Stage 3 mandatory watering schedule

CITY OF GRANITE SHOALS

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than **ONCE per WEEK** for up to **six hours** during scheduled days and times as indicated below.
- **Residential automatic irrigation systems**
- Odd number addresses: Wednesdays
- Even number addresses: Thursdays
- **Residential hose-end irrigation**
- Odd number addresses: Saturdays
- Even number addresses: Sundays
- **Commercial** (including large landscapes such as HOA common areas)
Even number addresses: Tuesdays
Odd number addresses: Fridays
- **Public Schools**
Mondays
- **Watering Hours**
- Automatic irrigation systems: Midnight to 6 a.m.
- Hose-end irrigation: 7 a.m. to 10 a.m. and 8 p.m. to 10 p.m.
- Hand-held irrigation: Before 10 a.m. and after 8 p.m.

Stage 4 mandatory watering schedule

CITY OF GRANITE SHOALS

- Irrigate outdoors using only a soaker hose, point-source drip irrigation, tree gator watering bags, hand-held watering or a bucket for areas not defined as ornamental landscaping no more than **ONCE per week** for up to **six hours** only during scheduled days and times as indicated below.
- **Residential**
- Odd number addresses: Saturdays
- Even number addresses: Sundays

- **Commercial** (including large landscapes such as HOA common areas)
Even number addresses: Tuesdays
Odd number addresses: Fridays
- **Public Schools**
Mondays
- **Watering Hours**
- Soaker hose, hand-held water or bucket irrigation: 7 a.m. to 10 a.m. and 8 p.m. to 10 p.m.

Section VIII: Criteria for Initiation and Termination of Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached.

The triggering criteria described below are based on the following:

The CITY's current pumps and treatment facilities capacity is rated at 2,100 gallons per minute (gpm) or 3.000 million gallons per day (mgd). Total water storage capacity is 1.065 million gallons, of which 0.500 million gallons are elevated storage.

Daily water demand will be monitored for impending emergency conditions by CITY staff. Trigger conditions will be based on an emergency situation caused by a natural disaster, equipment, or system failure, or extended high daily water demands.

Stage 1 Triggers -- MILD Water Shortage Conditions

- A. **Requirements for initiation** - Customers shall be requested to adhere to the Stage 1 Drought Response Measures when one or more these criteria occur:
 1. Treatment Capacity:
 - For surface water systems, when total daily water demand equals

or exceeds 80% of the total operating system treatment capacity for three consecutive days, or 85% on a single day; or

2. Water Supply:

- Combined storage of lakes Travis and Buchanan falls below 1.1 million acre-feet, in accordance with the LCRA Drought Contingency Plan for Firm Water Customers (DCP).

B. **Requirements for termination** - Stage 1 of the plan may be rescinded when:

1. Treatment Capacity:

- The water treatment plant capacity condition listed above as a triggering event for Stage 1 has ceased to exist for five consecutive days; or

2. Water Supply:

- Combined storage of lakes Travis and Buchanan reaches 1.2 million acre-feet.

Stage 2 Triggers -- MODERATE Water Shortage Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 2 Drought Response Measures when one or more of these criteria occur:

1. Treatment Capacity:

- For surface water systems, when total daily water demand equals or exceeds 93% of the total operating system treatment capacity for three consecutive days, or 95% on a single day; or

2. Water Supply:

- Combined storage of lakes Travis and Buchanan falls below 900,000 acre-feet, in accordance with the LCRA DCP; or
- On March 1 or July 1, the combined storage of lakes Travis and Buchanan is below 1.1 million acre-feet and the prior three-months of inflows cumulative total is less than the 25th percentile of historical inflows for that three-month period, in accordance with the LCRA DCP;

B. **Requirements for termination** - Stage 2 of the Plan may be rescinded when:

1. Treatment Capacity:

- The water treatment plant capacity condition listed above as a

triggering event for Stage 2 has ceased to exist for five consecutive days; or

2. Water Supply:

- Combined storage of lakes Travis and Buchanan reaches 1.1 million acre-feet.

Upon termination of Stage 2, Stage 1 becomes operative unless the criteria for terminating Stage 1 is also met.

Stage 3 Triggers -- SEVERE Water Shortage Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 3 Drought Response Measures when one or more of these criteria occur:

1. Treatment Capacity:

- For surface water systems, when total daily water demand equals or exceeds 95% of the total operating system treatment capacity for three consecutive days, or 97% on a single day; or

2. Water Supply:

- Combined storage of lakes Travis and Buchanan falls below 750,000 acre-feet, in accordance with the LCRA DCP.

B. **Requirements for termination** - Stage 3 of the Plan may be rescinded when:

1. Treatment Capacity:

- The water treatment plant capacity condition listed above as a triggering event for Stage 3 has ceased to exist for five consecutive days; or

2. Water Supply:

- Combined storage of lakes Travis and Buchanan reaches 825,000 acre-feet.

Upon termination of Stage 3, Stage 2 becomes operative unless the criteria for terminating Stage 2 is also met.

Stage 4 Triggers – CRITICAL Water Shortage Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 4 Drought Response Measures when one or more of these criteria occur:

1. Treatment Capacity:

- Major water line breaks, loss of distribution pressure or pump system failures that cause substantial loss in the ability to provide water service.

2. Water Supply:

- Combined storage of lakes Travis and Buchanan reaches 600,000 acre-feet; or
- The LCRA Board of Directors declares a Drought Worse than Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

B. **Requirements for termination** - Stage 4 of the Plan may be rescinded when:

1. Treatment Capacity:

- The water treatment plant capacity condition listed above as a triggering event for Stage 4 has ceased to exist for five consecutive days; or

2. Water Supply:

- LCRA announces that mandatory Stage 4 water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 4, Stage 3 becomes operative unless the criteria for terminating Stage 3 is also met.

Stage 5 Triggers -- EMERGENCY Water Shortage Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 5 Drought Response Measures when one or more of these criteria occur:

1. Treatment Capacity:

- Major water line breaks, loss of distribution pressure or pump system failures that cause substantial loss in the ability to provide water service.

2. Water Supply:

- Natural or man-made contamination of the water supply source; or

- Any other emergency water supply or demand conditions that the LCRA general manager or the LCRA Board determines either constitutes a water supply emergency or is associated with a Drought Worse than Drought of Record declaration requiring the mandatory curtailment of firm water supplies at a level more severe than in Stage 4.

B. **Requirements for termination** - Stage 5 of the Plan may be rescinded when:

1. Treatment Capacity:

- The water treatment plant capacity condition listed above as a triggering event for Stage 5 has ceased to exist for five consecutive days; or

2. Water Supply:

- LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 5, Stage 4 becomes operative.

Section IX: Drought Response Stages

The City manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:

The City manager or his/ her designee shall notify the public by means of:

- Posting the Notice of Drought conditions at the CITY Hall.

- At any time that the Plan is activated or the drought stage changes, the CITY will notify local media of the issues, the drought response stage, and the specific actions required of the public.
- Inform the public through the news media that a trigger condition has been reached, and that they should look for ways to voluntarily reduce water use. Specific steps, which can be taken, will be provided through the news media.

Additional Notification:

The City Manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities, as appropriate:

MAYOR / Chairman and members of the CITY COUNCIL

City Manager

CITY and/or County Emergency Management Coordinator(s)

County Judge & Commissioner(s)

State Disaster District / Department of Public Safety

TCEQ (required when mandatory restrictions are imposed)

Major water users

Critical water users, i.e. schools

All CITY Staff

Emergency Drought Contingency Measures

STEP I curtailment is one where the City Manager can restrict, the use of water for outdoor sprinkling, watering of lawns, shrubs, driveways, and vehicles.

1. to certain areas of the service area by days and to certain hours. Said restrictions will remain in effect until the City Manager lifts the restrictions. More specifically stated shall be:

- A. Inform the public through the news media that a trigger condition has been reached, and that they should look for ways to voluntarily reduce water use. Specific steps, which can be taken, will be provided through the news media.
 - B. Notify major commercial water users of the situation and request voluntary water use reductions.
 - C. Mandatory lawn- watering schedule shall be implemented.
 - D. During winter months, request water users to insulate pipes rather than running water to prevent freezing; and
 - E. CITY will monitor water pressure in the distribution system and water levels in the storage tanks.
2. A **STEP II** curtailment would be one where the City Manager will ban the use of water totally for outdoor sprinkling, watering of lawns, shrubs, driveways, and automobiles. Said restriction will remain in effect until the City Manager lifts the ban. More specifically stated as follows:
- A. Continue implementation of all relevant actions in proceeding phase.
 - B. Car washing, window washing, and pavement washing prohibited except when a bucket is used.
 - C. The following public water uses, not essential for public health or safety, are prohibited/ street washing, filling pools, athletic field watering, golf course watering, and water hydrant flushing.
 - D. The curtailment will be effective upon the City Manager giving notice of curtailment of the communities within the area; the posting of a notice of curtailment and notifying the news media of curtailment and as stated in Section 3.
 - E. The curtailments will be terminated upon the City Manager giving notice of termination as he does for the institution of the curtailment.

Stage 1 Response -- MILD Water Shortage Conditions

Goal: Achieve a voluntary ten percent (10-percent) reduction in daily water demand.

A. Supply Management Measures:

1. CITY OF GRANITE SHOALS will review system operations and identify ways to improve system efficiency and accountability.
2. CITY OF GRANITE SHOALS will review this document and associated enforcement mechanisms and prepare for an increased level of enforcement.

B. Demand Management Measures:

1. Irrigation of Landscaped Areas. Irrigation of landscaped areas shall be limited to a no more than ONCE weekly watering schedule from Oct. 1 to April 30. Irrigation of commercial landscapes and recreational areas (including public parks) may apply for a variance but must still develop a schedule where no part of the landscape is watered more than once per week. (See Appendix A - CITY OF GRANITE SHOALS Water System - Watering Schedule.)
2. CITY OF GRANITE SHOALS will ask customers to comply with the remaining water-use restrictions outlined in Stage 2 of the Plan.
3. CITY OF GRANITE SHOALS will actively share drought-related information and the need to conserve.
4. If appropriate, CITY OF GRANITE SHOALS will explore ways to implement permanent water efficiency ordinances relating to uses such as vehicle washing facilities, pressure washing equipment, drought-tolerant landscaping for all new landscapes and irrigation evaluations for large properties.

A. Supply Management Measures:

1. CITY OF GRANITE SHOALS will review system operations and identify ways to improve system efficiency and accountability.
2. CITY OF GRANITE SHOALS will review this document and associated enforcement mechanisms and prepare for an increased level of enforcement.

B. Demand Management Measures:

1. Irrigation of Landscaped Areas. Irrigation of landscaped areas shall be limited to a no more than ONCE weekly watering schedule from Oct. 1 to April 30. Irrigation of commercial landscapes and recreational areas (including public parks) may apply for a variance but must still develop a schedule where no part of the landscape is

watered more than once per week. (See Appendix A - CITY OF GRANITE SHOALS Water System - Watering Schedule.)

2. CITY OF GRANITE SHOALS will ask customers to comply with the remaining water-use restrictions outlined in Stage 2 of the Plan.

3. CITY OF GRANITE SHOALS will actively share drought-related information and the need to conserve.

4. If appropriate, CITY OF GRANITE SHOALS will explore ways to implement permanent water efficiency ordinances relating to uses such as vehicle washing facilities, pressure washing equipment, drought-tolerant landscaping for all new landscapes and irrigation evaluations for large properties.

Stage 2 Response -- MODERATE Water Shortage Conditions

Goal: Achieve a twenty percent (20-percent) reduction in daily water demand.

Supply Management Measures:

1. Apply all water-use restrictions prescribed for Stage 2 of the Plan for CITY OF GRANITE SHOALS utility-owned facilities and properties.
2. CITY OF GRANITE SHOALS will explore ways to reduce system water loss by measures such as fixing leaks, replacing old meters and recycling line flush water, as appropriate.
3. CITY OF GRANITE SHOALS will explore ways to increase use of recycled wastewater to reduce irrigation of public parks with potable water, as appropriate.
4. CITY OF GRANITE SHOALS will actively share drought-related information, including current and projected water supply conditions, water supply restrictions and the need to conserve to its retail customers, including publicly posting notice of entering or exiting Stage 2 on CITY OF GRANITE SHOALS website.
5. CITY OF GRANITE SHOALS will actively enforce the irrigation watering restrictions.

Demand Management Measures:

Under threat of penalty, the following water-use restrictions shall apply to all retail water customers:

Irrigation of Landscaped Areas:

- a. Irrigation of landscaped areas with hose-end sprinklers or automatic or manual irrigation systems shall be limited to no more than ONCE weekly as determined by CITY OF GRANITE SHOALS. Irrigation of commercial landscapes and recreational areas (including public parks) may apply for a variance but must still

develop a schedule where no part of the landscape is watered more than once per week. (See Appendix A - CITY OF GRANITE SHOALS Water System - Mandatory Watering Schedule.)

- b. Outdoor watering hours will be limited to **14 hours** per day before 10 a.m. and after 8 p.m. on designated days as determined by CITY OF GRANITE SHOALS (see watering schedule in Appendix A). This prohibition does not apply to irrigation of landscaped areas if it is by means of:
 - i. a hand-held hose with a positive shut-off device; or
 - ii. a faucet-filled bucket or watering can of 5 gallons or less.
- c. New landscapes may be installed and revegetation seeding performed under these specific criteria:
 - i. A completed variance form for new landscapes has been submitted to the CITY OF GRANITE SHOALS and has been approved prior to the installation of the landscape, or revegetation seed application.
 - ii. Irrigation of the new landscape follows the schedule identified in the new landscape variance. The schedule will be developed to minimize water waste.
 - iii. Areas being revegetated for soil stabilization must also comply with the (i) and (ii) specific criteria above. Alternative options to revegetation such as mulch may be available in times of low water supply. Additional information regarding options is available in the LCRA Highland Lakes Watershed Ordinance Technical Manual.
 - iv. Variances for new landscapes may be issued for a period of no more than 30 days from the day of issuance. A variance is not an exemption from compliance with the permanent water use restrictions under Section 9.2 of this plan. Variances will not be granted for seasonal “color bed” or temporary grass installation (overseeding).
 - v. New landscapes may only be installed if no more than 50% of the new irrigated landscaped area is water-conserving natural turf and only drought-tolerant or native plants are installed.

Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer or airplane, is prohibited except on designated watering days before 10 a.m. or after 8 p.m. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle. A vehicle may be washed anytime at a commercial car wash facility or commercial service station. This activity is exempt from these regulations if the health, safety and

welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

Pools:

- a. Draining and refilling is permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
 - i. Draining excess water from pool due to rain in order to lower water to maintenance level;
 - ii. Repairing, maintaining or replacing pool components that have become hazardous; or
 - iii. Repair of a pool leak.
- b. Public/community swimming pools are allowed to fill or replenish water in order to maintain safe levels of water quality for human contact and for maintenance as outlined above.

Outside Water Features:

- a. Operation of outside water features except for ornamental fountains with a 4-inch emission or fall of water¹ that are recirculating is prohibited except where such features are used for aeration necessary to sustain aquatic life or maintain water quality. (This provision includes recirculating fountains associated with aesthetic ponds and swimming pools unless required for filtration).
- b. Operation of outdoor misting systems at a commercial facility is allowed only between 6 p.m. and midnight.
- c. Splash pad type fountains must be recirculating and should have an automatic timer shut-off feature when not in use unless public health and safety is compromised by installing a shut-off feature.

Ponds:

Ponds used for aesthetic, amenity and/or storm water purposes may maintain water levels only as necessary to preserve the integrity of the liner and operating system. CITY OF GRANITE SHOALS may request specific design documentation regarding a pond and the intended purpose.

Golf Courses:

¹ Adopted from the City of Austin's 2012 Drought Contingency Plan update, which went through an extensive public input process. This measure was proposed by the fountain industry through that process.

Golf courses receiving any amount of treated water from a CITY OF GRANITE SHOALS utility must either develop a drought contingency plan that meets the minimum water reduction target set for Stage 2 or adopt the LCRA sample golf course drought contingency plan.

Events:

Events involving the use of water such as: car washes, festivals, parties, water slides and other activities involving the use of water are permitted, if the water being used drains to a recirculating device or onto a pervious surface to prevent water waste.

- a) A charity car wash may not be conducted unless it occurs at a commercial vehicle washing facility.

Restaurants:

Restaurants, bars and other commercial food or beverage establishments are encouraged not to provide drinking water to customers unless a specific request is made by the customer for drinking water.

Hotels/motels:

The owner or operator of a hotel, motel short-term rental or other establishment that offers or provides lodging or rental accommodations for compensation are encouraged to offer a towel and linen reuse water conservation option to its lodgers, renters or customers and maintain signage about the opportunity to participate in each guest room, suite, or property.

Fire Hydrants:

Use of water from fire hydrants shall be prohibited for landscape irrigation, filling pools, operating fountains and car washing. Water should be transported only for the purpose of firefighting or providing minimal water needed for indoor use where auxiliary sources are inadequate and activities necessary to maintain public health, safety and welfare, or for construction use. Transport of water other than for firefighting requires a variance and a meter.

Athletic fields

Watering should follow a no more than once-per-week schedule per irrigated area unless the athletic fields are actively used for organized sports practice, competition or exhibition events when irrigation outside of the standard weekly schedule is necessary to protect the

health and safety of the players, staff or officials present for the athletic event.

- a) All ornamental landscape areas around facilities with athletic fields shall follow general landscape irrigation restrictions.
- b) A variance must be filed with the CITY OF GRANITE SHOALS for watering outside of the once per week irrigation schedule stated in Appendix A.

Water Waste

The following nonessential uses of water are prohibited during periods in which restrictions are in effect:

- a. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts and other impervious surfaces is prohibited except for immediate health and safety.
- b. Use of water to wash buildings, houses or structures with a pressure washer is restricted to equipment that is fitted with a water recycling unit and a spray nozzle using no more than 3.5 gallons of water per minute and employing a working trigger shut-off with a protective weep mechanism. Use of water to wash buildings with a hand-held hose with a positive shut-off nozzle is allowed.
- c. Use of water to control dust is prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan.

Stage 3 Response -- SEVERE Water Shortage Conditions

Goal: Achieve a thirty percent (30-percent) reduction in daily water demand.

A. Supply Management Measures:

- 1. CITY OF GRANITE SHOALS will aggressively reduce system water loss by measures such as fixing leaks, replacing old meters and recycling line flush water, as appropriate for the utility system.
- 2. CITY OF GRANITE SHOALS will actively share drought-related information, including the current and projected water supply conditions, water supply restrictions and the need to conserve to its retail customers including publicly posting notice of entering or exiting Stage 3 on CITY OF GRANITE SHOALS website.
- 3. In addition to measures implemented in the preceding stages of the plan, CITY OF GRANITE SHOALS will explore additional

emergency water supply options.

- B. Demand Management Measures: Under threat of penalty, all retail customers are required to further reduce nonessential water uses as follows. All requirements of Stage 2 shall remain in effect during Stage 3, with the following modifications and additions.

1. Irrigation of Landscaped Areas:

- a. Irrigation of landscaped areas with automatic or manual irrigation systems or hose-end sprinklers shall be limited to a maximum once a week watering schedule for no more than **6 hours**. Irrigation of commercial landscapes and recreational areas (including public parks) may apply for a variance but must still develop a schedule where no part of the landscape is watered more than once per week. (See Appendix A - CITY OF GRANITE SHOALS Water System - Mandatory Watering Schedule.)
- b. Outdoor watering hours for hand watering will be limited to 14 hours a day, before 10 a.m. or after 8 p.m. on designated days as determined by CITY OF GRANITE SHOALS (see watering schedule in Appendix A). The allowed methods of irrigation of landscaped areas are:
 - i. a hand-held hose with a positive shut-off device;
 - ii. a faucet-filled bucket or watering can of 5 gallons or less;
 - iii. a soaker hose; or
 - iv. tree gator watering bags.
- c. New landscapes may only be installed if:
 - i. a 30-day watering schedule variance has been applied for and accepted;
 - ii. no more than 50% of the new irrigated landscaped area is natural turf. Turf must be water-conserving;
 - iii. only drought-tolerant or native plants are installed; and
 - iv. sprinkler irrigation is prohibited in planting beds.
- d. Revegetation of disturbed areas due to construction is allowed, if required by local, state, or federal regulations. A temporary watering variance must be granted by CITY OF GRANITE SHOALS.

2. Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer or airplane, is prohibited except on designated watering days between 7 a.m. and 10 a.m. and between 8 p.m. and 10 p.m. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle. A vehicle

can be washed at any time at a commercial car wash facility or commercial service station that recycles its water. This activity is exempt from these regulations if the health, safety and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

3. Pools:

Installation of swimming pools is prohibited except when equipped with an automatic pool cover. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.

4. Outside Water Features:

- a) Operation of ornamental fountains is prohibited.
- b) Operation of outside water features, is only allowed when such features are used for aeration necessary to sustain aquatic life or maintain water quality. (This provision includes fountains associated with aesthetic ponds and swimming pools.)
- c) Operation of residential aesthetic or recreational devices such as water slides is prohibited.
- d) Operation of outdoor misting systems is prohibited.

5. Ponds:

Ponds used for aesthetic use are prohibited, amenity and/or stormwater purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system and meet the LCRA Highland Lakes Watershed Ordinance or other applicable non-point source pollution regulation. CITY OF GRANITE SHOALS may request specific design documentation regarding a pond and the intended purpose.

6. Golf Course:

Golf courses receiving any amount of treated water from a CITY OF GRANITE SHOALS utility must either develop a drought contingency plan in accordance with CITY OF GRANITE SHOALS Drought Contingency Plan and implement its Stage 3 mandatory restrictions in conjunction with the water provider or adopt the LCRA sample golf course drought contingency plan.

7. Events:

Events involving the use of water such as car washes, festivals, parties, water slides, and other activities involving the use of water are prohibited.

8. Recreational areas (includes municipal parks and common areas):

Irrigation of recreational areas with potable water must follow the six-hour weekly irrigation schedule outlined in section B1, and watering of recreational areas should be prioritized by frequency of use. Unnecessary foot traffic should be discouraged. Watering using an auxiliary source such as recycled water is exempt from these restrictions.

9. Athletic fields:

A variance including a map of active play areas that must be irrigated with automatic sprinkler systems for sports practice and competition must be filed with the CITY OF GRANITE SHOALS if irrigation falls outside of the normal watering schedule listed in Appendix A. The irrigation must be necessary to protect the health and safety of the players, staff, and officials present for athletic events.

- a) All ornamental landscape areas around facilities with athletic fields shall follow general landscape irrigation restrictions.
- b) All athletic fields that are not actively used for sports practice and competition shall follow general landscape irrigation restrictions.

10. Water Waste:

The following additional nonessential uses of water are prohibited at all times during periods in which restrictions have gone into effect

Pressure washing is prohibited but variances may be granted by CITY OF GRANITE SHOALS on the designated watering day for health and safety purposes only. Pressure washing equipment must be fitted with a spray nozzle that does not use more than 3.5 gallons of water per minute and has a trigger shut-off.

Stage 4 Response -- CRITICAL Water Shortage Conditions

Goal: Achieve a forty percent (40-percent) reduction in daily water demand.

Under threat of penalty for violation, all retail customers are required to reduce nonessential water uses during an emergency. All requirements of stages 1 through 3 are also in effect during Stage 4, with the following modifications and additions:

- A. Irrigation of ornamental turfgrass is prohibited. The use of hose-end sprinklers and automatic irrigation systems, including drip irrigation, are prohibited except as provided under item B below.
- B. Irrigation of foundations, trees and vegetable gardens is allowed with a hand-held hose with a working on/off nozzle, bucket, drip irrigation or soaker hoses irrigation only for **six hours** between the hours of 6 a.m. and 10 a.m. or 8 p.m. and 10 p.m. one day per week on the designated outdoor water use day as determined by CITY OF GRANITE SHOALS.
- C. New landscapes irrigated with spray irrigation are prohibited. New irrigated turf grass is prohibited. CITY OF GRANITE SHOALS will not issue new landscape variances for planting beds installed with drought-tolerant or native plants specified in the Grown Green Plant Guide as having low or very low water needs (<http://austintexas.gov/departments/grow-green/plant-guide>) and irrigated with point source drip irrigation or hand-held hose.
- D. Use of water to operate outside water features, including fountains, outdoor misting systems and splash pads, is prohibited.
- E. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited, except as required for public health and safety purposes. Commercial car washing facilities, except facilities that recycle water, may operate for health and safety purposes only.
- F. Golf courses receiving any amount of treated water from a CITY OF GRANITE SHOALS utility must either develop a drought contingency plan in accordance with CITY OF GRANITE SHOALS Drought Contingency Plan and implement its Stage 4 mandatory restrictions in conjunction with the water provider or adopt the LCRA sample golf course drought contingency plan.
- G. The filling or replenishing of single-family residential swimming pools is only allowed if the pool is covered with a pool cover when not in use.
- H. Public/community swimming pools are allowed to fill or replenish water in order to maintain safe levels of water quality for human contact.

Upon declaration of Stage 4, water use restrictions outlined in Stage 3 shall immediately apply.

Stage 5 Response -- EMERGENCY Water Shortage Conditions

Goal: Achieve a fifty percent (50-percent) reduction in daily water demand.

Under threat of penalty for violation, all retail customers are required to reduce nonessential water uses during an emergency. All requirements of Stages 1 through 4 are also in effect during Stage 5, with the following modifications and additions:

- A. Irrigation of landscaped areas is prohibited.
- B. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited. This activity is only exempt from these regulations if the health, safety and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.
- C. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety and welfare.
- D. No applications for new, additional, expanded or larger water service connections, meters, service lines, pipeline extensions, mains or water service facilities of any kind shall be allowed or approved.

Upon declaration of Stage 5, water use restrictions outlined in Stage 4 shall immediately apply.

If Stage 4 is declared, CITY OF GRANITE SHOALS has identified and will initiate the following emergency interconnects and/or alternative water supply arrangements:

No interconnects are incorporated in City of Granite Shoals infrastructure. Alternate water supply will be transported in.

Section X: Enforcement

Enforcement for Retail Customers

The following enforcement provisions shall apply to all CITY OF GRANITE SHOALS retail water customers:

- (1) No person shall knowingly or intentionally use or allow the use of water from the CITY OF GRANITE SHOALS SUPPLY for residential, commercial, industrial,

agricultural, governmental or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time.

(2) Any person who violates this Plan shall be subject to the following fines, penalties and/or conditions of service:

A. Following the first documented violation, the violator shall be given a notice specifying the type of violation, the date and time it was observed, and fines and restrictions on service that may result from additional violations.

B. Following the second documented violation, the violator shall:

1. *[option 1]* be criminally responsible for the violation of this Plan, punishable by a fine of \$300 *[not to exceed \$500]*; *[and/or]*

2. *[option 2]* be subject to a civil penalty of \$600 *[not to exceed \$1,000]*.

C. Following the third documented violation, the violator shall:

1. *[option 1]* be criminally responsible for the violation of this Plan, punishable by a fine of \$500 *[not to exceed \$500]*; *[and/or]*

2. *[option 2]* be subject to a civil penalty of \$1000 *[not to exceed \$1,000]*.

D. Following the fourth documented violation, CITY OF GRANITE SHOALS shall, upon due notice to the customer, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$40 and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$200 must be given to CITY OF GRANITE SHOALS so that the same action shall not be repeated while the plan is in effect. CITY OF GRANITE SHOALS may apply the deposit to any surcharges or penalties subsequently assessed under this plan against a customer. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.

(3) Each day that one or more of the provisions in this Plan is violated shall constitute a separate violation. Any person, including one classified as a water customer of CITY OF GRANITE SHOALS, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such persons, however, shall have the right to show that they did not commit the violation. *(See enforcement process diagram in Appendix E - Drought Response Retail Enforcement Process for Municipalities.)*

(4) The designated manager or official of CITY OF GRANITE SHOALS shall have the

power to enforce the provisions of this Plan.

- (5) The municipal court shall have the power to issue to the designated manager or official of CITY OF GRANITE SHOALS administrative search warrants, or other process allowed by law, where necessary to aid in enforcing this Plan.
- (6) Judicial enforcement of fines and penalties issued pursuant to this Plan may be sought through a municipal court, district court or small claims court having jurisdiction over the matter.
- (7) Compliance with this Plan also may be sought through injunctive relief in state district court.

Enforcement for Wholesale Customers

Wholesale treated water customers shall provide CITY OF GRANITE SHOALS with an order, ordinance or resolution to demonstrate adequate enforcement provisions for the wholesale customer's drought contingency plan.

In addition, wholesale treated water customers that fail to comply with the drought contingency measures in this Plan may be subject to the following civil penalties, in addition to any other remedies available to CITY OF GRANITE SHOALS by law or under the terms of the wholesale water contracts.

Penalties for wholesale treated water customers:

First documented violation: Written notice of violation

Second documented violation: Penalty fee up to \$500 [not to exceed \$10,000]

Third documented violation: Penalty fee up to \$1000 [not to exceed \$10,000]

Legal Authority applicable to Municipalities in Regard to Drought Contingency Plan Enforcement

Please note that the following list is not intended to be exhaustive, and statutes listed below may not apply to all municipalities. Citations below may change following the publication date of this DCP template. Each municipality is encouraged to consult with legal counsel in regard to enforcement of drought contingency plans and specific enforcement authority available to each municipality.

Texas Local Government Code sec. 552.001
Texas Local Government Code Chapter 54

Texas Government Code Chapter 29

Enforcement Provisions for Water Districts

Enforcement for Retail Customers

The following enforcement provisions shall apply to all CITY OF GRANITE SHOALS retail water customers:

- (1) No person shall knowingly or intentionally allow the use of water from CITY OF GRANITE SHOALS for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time.
- (2) Any person who violates this Plan shall be subject to the following surcharges and conditions of service:
 - A. Following the first documented violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed, and surcharges and restrictions on service that may result from additional violations.
 - B. Following the second documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$300
 - C. Following the third documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$600
 - D. Following the fourth documented violation, CITY OF GRANITE SHOALS shall, upon due notice to the customer, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$40 and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$200 must be given to CITY OF GRANITE SHOALS so that the same action shall not be repeated while the plan is in effect. CITY OF GRANITE SHOALS may apply the deposit to any surcharges or penalties subsequently assessed under this plan against a customer. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.
 - E. Compliance with this Plan also may be sought through injunctive relief in district court.
- (3) Each day that one or more of the provisions in this plan is violated shall constitute a separate violation. Any person, including one classified as a water customer of CITY OF GRANITE SHOALS, in apparent control of the property where a

violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show that they did not commit the violation. (See *enforcement process diagram in Appendix F - Drought Response Retail Enforcement Process.*)

Legal Authority applicable to Water Districts in Regard to Drought Contingency Plan Enforcement

Please note that the following list is not intended to be exhaustive, and statutes listed below may not apply to all water districts. Citations below may change following the publication date of this DCP template. Each water district is encouraged to consult with legal counsel in regard to enforcement of drought contingency plans and specific enforcement authority available to each water district.

Texas Water Code sec. 49.004
Texas Water Code sec. 49.212
Texas Water Code Chapter 51, Subchapter D
Texas Water Code Chapter 54, Subchapter D
Texas Water Code Chapter 55, Subchapter E
Texas Water Code sec. Chapter 65, Subchapter D

Legal Authority applicable to Water Supply Corporations and Investor-Owned Utilities in Regard to Drought Contingency Plan Enforcement

Please note that the following list is not intended to be exhaustive and the rules listed below may not apply to all Water Supply Corporations and Investor-Owned Utilities. Citations below may change following the publication date of this DCP template. Each Water Supply Corporation and Investor-Owned Utility is encouraged to consult with legal counsel in regard to enforcement of drought contingency plans and specific enforcement authority available.

Texas Water Code Chapter 13
30 Texas Administrative Code Chapter 288 and 291 sec.
288.20

Drought Response Retail Enforcement Process for Municipalities

	<u>Violation witnessed by staff</u> Type of violation date and time
First documented violation	<u>Notice of violation issued</u> Customer is notified of actions to be taken if violations continue
Second documented violation	<u>Issue surcharge No. 1</u> Criminal fine up to \$500, civil penalty up to or \$1,000, or both
Third documented violation	<u>Issue surcharge No. 2</u> Criminal fine up to \$500, civil penalty up to or \$1,000, or both
Fourth documented violation	<u>Cut-off service</u> \$40 reconnection fee and \$200 deposit required

Section XI: Variances

The City Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the CITY within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.

- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

Variances granted by the CITY shall be subject to the following conditions, unless waived or modified by the City Manager or his/her designee:

- (a) Variances granted shall include a timetable for compliance.
- (b) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

ORDINANCE NO. 890

“Repeal Drought Contingency Requirements and Adopt Water Conservation Plan and Drought Contingency Plan.”

AN ORDINANCE OF THE CITY OF GRANITE SHOALS, TEXAS, REPEALING CHAPTER 38 (UTILITIES), ARTICLE VIII (DROUGHT CONTINGENCY REQUIREMENTS) OF THE CITY OF GRANITE SHOALS CODE OF ORDINANCES AND ADOPTING CHAPTER 38 (UTILITIES) ARTICLE VIII (WATER CONSERVATION PLAN) AND ARTICLE IX (DROUGHT CONTINGENCY PLAN) AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, SAVINGS, SEVERABILITY, REPEALER, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING

WHEREAS, the City Council (the “Council”) of the City of Granite Shoals, Texas (the “City”) seeks to provide for the public health, safety and welfare of its citizens; and

WHEREAS, the Council recognizes that the amount of water available to the City and its water utility customers is limited and subject to depletion during periods of extended drought; and

WHEREAS, the Council recognizes that natural limitations due to drought conditions and other acts of God cannot guarantee an uninterrupted water supply for all purposes; and

WHEREAS, the City hereby establishes and adopts a Water Conservation Plan and Drought Contingency Plan for the City of Granite Shoals in accordance with the requirements of Title 30, Texas Administrative Code, Chapter 288 in order to protect the City’s water resources;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRANITE SHOALS, TEXAS:

SECTION I FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Granite Shoals and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

SECTION II EXECUTIVE SUMMARY

The City of Granite Shoals (“City”) adopted its Water Conservation and Drought Contingency Plan in 2024 for the Lower Colorado River Authority (“LCRA”) and now has updated the plan in 2026 to comply with requirements of the Texas Water Development Board (“TWDB”). The City has submitted an application to the TWDB to secure funding for first-time wastewater service. As per its agreements with the TWDB, the City is required to update its plan by ordinance every five years. Since the implementation of the plan, the City has focused on improving distribution systems by upgrading and replacing aging and undersized water mains. In 2023, the City successfully replaced 98% of its service meters. The results of these improvements have been a reduction in water line breaks, and a reduction in unaccounted-for water. While there have been reductions in unaccounted-for water, the City still has approximately 10% unaccounted-for water.

The City of Granite Shoals is located in Burnet County, 6 miles west of Intersection US 281 and RM 1431.

The City does not currently own or operate a wastewater treatment system.

The City owns and operates its own public water system that serves the entire City. The City's water system was originally constructed in the early 1960's and is a registered public water system with the TCEQ (PWS TX0270049). The City provides water service to its customers under the authority granted to it by the City's Charter from the State of Texas and by the Certificate of Convenience and Necessity ("CCN") issued by the Public Utility Commission of Texas (CCN No. 11450), with the boundary of the CCN area surrounding the City and including some areas that lie outside the existing municipal limits of the City. The City's service area currently has 2,640 active water connections.

The City's water distribution system is comprised mainly of residential customers, along with a small number of commercial accounts, the largest of which are the City Water Treatment Plant, Marble Falls Elementary School, and a small privately owned wastewater facility.

Based on City water billing and metering data, the City's water system currently has an Average Daily Demand ("ADD") of approximately 418,000 gallons per day or 290 gallons per minute (gpm).

The City's water system is supplied by Lake LBJ, which is located in Burnet and Llano Counties.

The City has initiated a water meter testing and replacement program where questionable meters are tested and replaced as necessary, as the meters are less than two to three years old. Since 2020, the City has replaced old and undersized water mains which has contributed to an improvement in water loss.

Water Conservation Plan Goals

- Long term reductions in overall water demands include a 2% per capita reduction over the next 5 years and a 5% reduction over the next 10 years;
- Reductions in the magnitude of seasonal water demands by 5% over the next 5 years.
- Reductions in percent of unaccounted-for water by 5% over the next 5 years.

Water Conservation Plan Objectives

- To reduce waste and influence conservation habits of the residents of the City;
- To reduce seasonal water demands such that future development of water wells and treatment facilities can be deferred.

5-year and 10-year Targets and Goals for Water Savings

**Table ES-1
City of Granite Shoals
Water Conservation Goals**

Description	Current Average (gpcd)	5-year Goal (5% reduction gpcd)	10-year Goal (7% reduction gpcd)
Total GPCD	158	148	138

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Drought Contingency Plan

The Drought Contingency Plan is designed to address emergency water supply situations caused by drought or other emergency situations. The Drought Contingency Plan has the following stages:

- Stage 1- Mild Water Shortage- 10% reduction in water use
- Stage 2- Moderate Water Shortage- 20% reduction in water use
- Stage 3- Severe Water Shortage- 25% reduction in water use
- Stage 4- Critical Water Shortage- 30% reduction in water use
- Stage 5- Emergency Water Shortage-50% reduction in water use

The trigger conditions that implement each stage are detailed in the plan. In general, the trigger conditions are based reductions in the available pumping and storage capacity, well levels, natural disaster, and equipment failures. The plan also details how each drought stage is ended.

SECTION III REPEAL

Chapter 38 (Utilities), Article VIII (Drought Contingency Requirements) of the City of Granite Shoals Code of Ordinances is hereby repealed in its entirety.

SECTION III ADOPTION

Chapter 38 (Utilities) is hereby amended by the adoption of the following:

“Article VIII WATER CONSERVATION PLAN

Sec. 38-200. Introduction

In accordance with the guidelines of the TWDB and the Lower Colorado River Authority (“LCRA”), the City of Granite Shoals, Texas, (hereafter referred to as “the City”), has prepared this Water Conservation Plan.

Sec. 38-201. Water Conservation Plan Goals

The purpose of this Water Conservation Plan is intended to comply with TWDB, Texas Commission on Environmental Quality (“TCEQ”), and LCRA requirements and achieve:

- Long-term reductions in overall water demand of 2-percent per capita over the next five years and 5% reduction over the next 10 years;
- Reductions in the magnitude of seasonal water demand by 5-percent over the next five years;
- Reductions in percent of unaccounted-for water by 5-percent over the next five years.

Given current and projected water service requirements and issues, specific water conservation objectives are:

- To reduce waste and influence conservation habits of the residents of the City;
- To reduce seasonal water demands

5-year and 10-year Targets and Goals for water savings

**Table 1-1
City OF Granite Shoals
Water Conservation Goals**

Description	Current Average (gpcd)	5-year Goal (2% reduction gpcd)	10-year Goal (5% reduction gpcd)
Total GPCD	158	154	148

Sec. 38-203. Public Education

The City promotes water conservation by informing the public in a variety of ways including:

- New customers will receive conservation information when applying for water service;
- Educational materials will be available to customers at City Hall.

The City also proclaims, “National Drinking Water Week” and provide residents with information and demonstrations related to water conservation and environmental issues that affect our water.

Sec. 38-204. Plumbing Codes

The City has adopted the International Plumbing Code.

Sec. 38-205. Retrofit Programs

The City shall promote the benefits of retrofitting existing facilities with water saving devices. This program will be part of the educational and informational programs utilized by the City. State law requires that all plumbing fixtures meet water conservation requirements.

Sec. 38-206. Accurate Metering of Raw Water Supplies and Treated Water Deliveries

All municipal structures operated by the City are metered. The City has installed meters at public parks to improve water accountability.

The City will continue to provide a water meter preventive maintenance program, wherein leak detection testing, repairs, and replacement are done on a regular basis in order to control water loss. All of these actions will be performed in accordance with American Water Works Association (“AWWA”) standards.

Sec. 38-207. Universal Metering

The City currently meters 100% of residential water used. The City by policy tests all meters which appear to have abnormally high or low water usage. The City has set up the following meter testing schedule:

1. Production meters – test once a year
2. Meters larger than 1-inch – test once every two years
3. Meters 1-inch and smaller – test every ten years

The City uses a software program which handles all of its billing. The City's computer billing program and online smart meter portal offered to our customers easily identifies any high or low water users, and keeps track of all water use.

The City will continue to utilize a water meter preventive maintenance program, wherein testing, repairs, and replacement are performed in accordance with AWWA standards.

Sec. 38-208. Water Conserving Landscape

The City will provide information, through the public education program, to homeowners, business owners, landscape architects, and irrigation contractors about the methods and benefits of water conserving landscaping practices and devices. The following methods will be encouraged.

- The use of low water consuming plants and grasses for landscaping new homes and commercial areas.
- Business and nurseries to offer for sale low water consuming plants and grasses along with efficient irrigation systems and to promote their use through demonstrations and advertisements.
- The adoption, pursuant to the City's Drought Contingency Plan, of a Permanent mandatory watering schedule as follows:

Sec. 38-209. Watering Schedule

(a) Permanent mandatory watering schedule

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than TWICE per week for up to 14 hours and only during scheduled days and times as indicated below:
- Residential:
 - Odd number addresses: Wednesdays and Saturdays
 - Even number addresses: Thursdays and Sundays
- Commercial (including large landscapes such as HOA common areas and public schools)
 - Tuesdays and Fridays
- Watering Hours
 - Midnight to 10 a.m. and 8 p.m. to midnight

(b) Stage 1 mandatory winter watering schedule:

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than ONCE per week for up to 14 hours only during scheduled days and times as indicated below between the dates of Oct. 1 and April 30.
- Residential- automatic irrigation systems

- Odd number addresses: Wednesdays
 - Even number addresses: Thursdays
- Residential- hose end irrigation
 - Odd number addresses: Saturdays
 - Even number addresses: Sundays
- Commercial (including large landscapes such as HOA common areas and public schools):
 - Even number addresses: Tuesdays
 - Odd number addresses: Fridays
- Public Schools
 - Mondays
- Watering Hours
 - Midnight to 10 a.m. and 8 p.m. to midnight

(c) Stage 2 mandatory summer watering schedule:

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than ONCE per week for up to 14 hours and only during scheduled days and times as indicated below.
- Residential automatic irrigation systems
 - Odd number addresses: Wednesdays
 - Even number addresses: Thursdays
- Residential hose-end irrigation
 - Odd number addresses: Saturdays
 - Even number addresses: Sundays
- Commercial (including large landscapes such as HOA common areas and public schools):
 - Even number addresses: Tuesdays
 - Odd number addresses: Fridays
- Watering Hours
 - Midnight to 10 a.m. and 8 p.m. to midnight

(d) Stage 3 mandatory watering schedule:

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than ONCE per WEEK for up to six hours during scheduled days and times as indicated below.
- Residential automatic irrigation systems
 - Odd number addresses: Wednesdays
 - Even number addresses: Thursdays
- Residential hose-end irrigation
 - Odd number addresses: Saturdays
 - Even number addresses: Sundays
- Commercial (including large landscapes such as HOA common areas):
 - Even number addresses: Tuesdays
 - Odd number addresses: Fridays
- Public Schools
 - Mondays
- Watering Hours
 - Automatic irrigation systems: Midnight to 6 a.m.
 - Hose-end irrigation: 7 a.m. to 10 a.m. and 8 p.m. to 10 p.m.
 - Hand-held irrigation: Before 10 a.m. and after 8 p.m.

(e) Stage 4 mandatory watering schedule:

- Irrigate outdoors using only a soaker hose, point-source drip irrigation, tree gator watering bags, hand-held watering or a bucket for areas not defined as ornamental landscaping no more than ONCE per week for up to six hours only during scheduled days and times as indicated below.
- Residential
 - Odd number addresses: Saturdays
 - Even number addresses: Sundays
- Commercial (including large landscapes such as HOA common areas):
 - Even number addresses: Tuesdays
 - Odd number addresses: Fridays
- Public Schools
 - Mondays
- Watering Hours
 - Soaker hose, hand-held water or bucket irrigation: 7 a.m. to 10 a.m. and 8 p.m. to 10 p.m.

Sec. 38-210. Rate Structures of Water and Wastewater

The City employs a water usage rate structure based on customer type and an inclined block rate service charge. Current water rates for residential and commercial accounts are presented in Tables 1-3 and 1-4 below, and may be amended from time to time as found in Appendix B, Section R of the City's Code of Ordinances:

**Table 1-3
City OF Granite Shoals
Water Rate Structure**

Usage (Gal. per Month)	Cost
Inside City Limits	Inside City Limits
0-2,000	\$40.36
2,001-5,000	\$4.75/1,000 gal.
5,001-8,000	\$5.49/1,000 gal.
8,001-10,000	\$6.15/1,000 gal.
10,001-12,000	\$6.35/1,000 gal.
12,001-16,000	\$6.75/1,000 gal.
Over 16,001	\$7.79/1,000 gal.
Outside City Limit	Outside City Limit
0-2,000	\$64.73
2,001-5,000	\$5.35/1,000 gal.
5,001-8,000	\$6.16/1,000 gal.
8,001-10,000	\$6.46/1,000 gal.
10,001-12,000	\$7.02/1,000 gal.
12,001-16,000	\$8.12/1,000 gal.
Over 16,001	\$9.92/1,000 gal.

Sec. 38-211. Leak Detection and Water Audits

The City has pursued a leak detection and repair program and has in inventory all necessary repair

materials needed to ensure prompt repairs of all leaks detected or reported.

The leak detection and repair program includes the following:

1. Monthly water use accounting by City staff, the billing system, and the smart meter portal, all of which help to identify high water use after the service meters, indicating leaks;
2. Constant monitoring of elevated tanks which identifies major water main breaks;
3. Visual inspection by meter readers and system employees who keep a constant watch out for abnormal conditions indicating leaks; and
4. An adequate maintenance staff which is available to repair any leaks.

A monthly water loss report provides an effective tracking system of metered production, metered consumption, accounted water losses, and unaccountable water loss.

The City has averaged an annual unaccountable rate of 10 percent. The City plans to continue decreasing this rate by implementing the above measures. Recent replacement of old distribution lines should have a positive impact on water loss.

Sec. 38-212. Implementation and Enforcement

This Ordinance adopting the City's Water Conservation Plan shall authorize the City to implement, enforce, and administer the Plan.

Sec. 38-213. Contracts with Other Political Subdivisions

The City will, as part of any contract for sale of water to any other entity re-selling water, require that entity to adopt applicable provisions of the City's water conservation and drought contingency plans or have a plan in effect previously adopted by TCEQ, TWDB, LCRA. These provisions will be through contractual agreement prior to the sale of any water to the entity.

Sec. 38-214. Coordination with the Regional Water Planning Group

The service area of the City is located within the Regional Water Planning Area (K) and will provide a copy of this Water Conservation Plan and its Drought Contingency Plan to the Regional Water Planning Group (K).

Sec. 38-215. Annual Reporting to Texas Water Development Board

The City shall be responsible for providing the required annual report to TWDB, TCEQ, LCRA, and Regional Water Planning Group (K).

Secs. 38-216-38.219 Reserved

ARTICLE IX DROUGHT CONTINGENCY PLAN (EMERGENCY WATER DEMAND MANAGEMENT PLAN)

Sec. 38-220. Introduction

It is necessary for the City to have in place a Drought Contingency/Emergency Water Demand Plan that deals with emergency water demand situations. There are a number of scenarios where the public water

supply could be adversely affected and the public's health jeopardized. Normal service can be interrupted by such uncontrollable circumstances as drought, hurricanes, tornadoes, vandalism, floods, or equipment failure. Water demand is usually significantly higher than normal when drought conditions are in effect, causing maximum stress on the public water system.

This plan will provide the necessary indicators and control measures to temporarily abate water demand in emergency situations. These provisions are designed to be in place only as long as an emergency situation exists. To be effective the Plan must have the following elements:

- Trigger conditions that will signal the existence of an emergency situation;
- Emergency control measures;
- Methods to relay information and notify the public;
- Enforcement procedures;
- Method of implementation of plan; and
- Procedure for plan termination notification.

Sec. 38-221. Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortages or other water supply emergency conditions, the City hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan/Emergency Water Demand (the "Plan") are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section 38-238 of this Ordinance.

Sec. 38-222. Public Involvement

The City will make its Water Conservation and Drought Contingency Plan available to its customers at City Hall. The Plan was adopted by Ordinance of the Granite Shoals City Council. The City makes drought contingency planning information available to the public as follows:

- The proposed Plan was provided to anyone requesting a copy.
- The Plan was presented for adoption to the City Council during a public, noticed meeting at City Hall.

Sec. 38-223. Public Education

The City will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by the Water Utilities Department through ongoing programs, which will reach a wide variety of customers. These programs include public outreach to schools, civic groups, and other adult and child groups. The City will distribute conservation and drought response information in water bill mailings and provide them to the general public at City Hall. The City will inform and educate the public about its Plan by the following means:

- Posting the Notice of Drought Conditions at the City Hall, and the City Community Center.
- Preparing a flyer describing the Plan and making it available at City Hall and other appropriate

locations.

- Notifying local organizations, schools, and civic groups that City staff is available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).
- At any time that the Plan is activated or the drought stage changes, the City will notify local media of the issues, the drought response stage, and the specific actions required of the public.
- Customer Billing inserts will also be used as appropriate.

Sec. 38-224. Coordination with Regional Water Planning Groups

The service area of the City is located within Regional Water Planning Area (K) and LCRA. The City has provided a copy of its Water Conservation Plan and Drought Contingency Plan to both these entities.

Sec. 38-225. Authorization

The City Manager, or his/her designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Sec. 38-226. Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water service provided by the City. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Sec. 38-227. Definitions

For the purposes of this Plan and this section of the Code of Ordinances, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, hospitals, clinics, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by City of Granite Shoals.

Daily Maximum Supply: is calculated using available pumping capacity and available overhead storage.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: the use of water for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- f) use of water to fill, refill, or add to any private indoor or outdoor swimming pools or jacuzzi-type pools;
- g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Sec. 38-228. Watering Schedule

(a) Permanent Mandatory Watering Schedule

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than TWICE per week for up to 14 hours and only during scheduled days and times as indicated below:

Residential

- Odd number addresses: Wednesdays and Saturdays
- Even number addresses: Thursdays and Sundays

Commercial (including large landscapes such as HOA common areas and public schools):

- Tuesdays and Fridays

Watering Hours

- Midnight to 10 a.m. and 8 p.m. to midnight

(b) Stage 1 mandatory winter watering schedule

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than ONCE per week for up to 14 hours only during scheduled days and times as indicated below between the dates of Oct. 1 and April 30.

- Residential- automatic irrigation systems
 - Odd number addresses: Wednesdays
 - Even number addresses: Thursdays
- Residential- hose end irrigation
 - Odd number addresses: Saturdays
 - Even number addresses: Sundays
- Commercial (including large landscapes such as HOA common areas and public schools):
 - Even number addresses: Tuesdays
 - Odd number addresses: Fridays
- Public Schools
 - Mondays
- Watering Hours
 - Midnight to 10 a.m. and 8 p.m. to midnight

(c) Stage 2 mandatory summer watering schedule

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than ONCE per week for up to 14 hours and only during scheduled days and times as indicated below.
- Residential automatic irrigation systems
 - Odd number addresses: Wednesdays
 - Even number addresses: Thursdays
- Residential hose-end irrigation
 - Odd number addresses: Saturdays
 - Even number addresses: Sundays
- Commercial (including large landscapes such as HOA common areas and public schools):
 - Even number addresses: Tuesdays
 - Odd number addresses: Fridays
- Watering Hours
 - Midnight to 10 a.m. and 8 p.m. to midnight

(d) Stage 3 mandatory watering schedule

- Irrigate outdoors using automatic or manual irrigation systems or hose-end sprinklers no more than ONCE per WEEK for up to six hours during scheduled days and times as indicated below.
- Residential automatic irrigation systems
 - Odd number addresses: Wednesdays
 - Even number addresses: Thursdays
- Residential hose-end irrigation
 - Odd number addresses: Saturdays
 - Even number addresses: Sundays
- Commercial (including large landscapes such as HOA common areas):
 - Even number addresses: Tuesdays
 - Odd number addresses: Fridays
- Public Schools
 - Mondays
- Watering Hours
 - Automatic irrigation systems: Midnight to 6 a.m.
 - Hose-end irrigation: 7 a.m. to 10 a.m. and 8 p.m. to 10 p.m.

- Hand-held irrigation: Before 10 a.m. and after 8 p.m.

(e) Stage 4 mandatory watering schedule

- Irrigate outdoors using only a soaker hose, point-source drip irrigation, tree gator watering bags, hand-held watering or a bucket for areas not defined as ornamental landscaping no more than ONCE per week for up to six hours only during scheduled days and times as indicated below.
- Residential
 - Odd number addresses: Saturdays
 - Even number addresses: Sundays
- Commercial (including large landscapes such as HOA common areas):
 - Even number addresses: Tuesdays
 - Odd number addresses: Fridays
- Public Schools
 - Mondays
- Watering Hours
 - Soaker hose, hand-held water or bucket irrigation: 7 a.m. to 10 a.m. and 8 p.m. to 10 p.m.

Sec. 38-229. Criteria for Initiation and Termination of Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached.

The triggering criteria described below are based on the following:

The City’s current pumps and treatment facilities capacity is rated at 2,100 gallons per minute (gpm) or 3,000 million gallons per day (mgd). Total water storage capacity is 1.065 million gallons, of which 0.500 million gallons are elevated storage.

Daily water demand will be monitored for impending emergency conditions by City staff. Trigger conditions will be based on an emergency situation caused by a natural disaster, equipment or system failure, or extended high daily water demands.

(a) Stage 1 Triggers -- MILD Water Shortage Conditions

A. Requirements for initiation - Customers shall be requested to adhere to the Stage 1 Drought Response Measures when one or more these criteria occur:

1. Treatment Capacity:
 - For surface water systems, when total daily water demand equals or exceeds 80% of the total operating system treatment capacity for three consecutive days, or 85% on a single day; or
2. Water Supply:
 - Combined storage of lakes Travis and Buchanan falls below 1.1 million acre-feet, in accordance with the LCRA Drought Contingency Plan for Firm Water Customers (DCP).

B. Requirements for termination - Stage 1 of the plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for

- Stage 1 has ceased to exist for five consecutive days; or
2. Water Supply:
 - Combined storage of lakes Travis and Buchanan reaches 1.2 million acre-feet.

(b) Stage 2 Triggers -- MODERATE Water Shortage Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 2 Drought Response Measures when one or more of these criteria occur:

1. Treatment Capacity:
 - For surface water systems, when total daily water demand equals or exceeds 93% of the total operating system treatment capacity for three consecutive days, or 95% on a single day; or
2. Water Supply:
 - Combined storage of lakes Travis and Buchanan falls below 900,000 acre-feet, in accordance with the LCRA DCP; or
 - On March 1 or July 1, the combined storage of lakes Travis and Buchanan is below 1.1 million acre-feet and the prior three-months of inflows cumulative total is less than the 25th percentile of historical inflows for that three-month period, in accordance with the LCRA DCP;

B. **Requirements for termination** - Stage 2 of the Plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 2 has ceased to exist for five consecutive days; or
2. Water Supply:
 - Combined storage of lakes Travis and Buchanan reaches 1.1 million acre-feet.

Upon termination of Stage 2, Stage 1 becomes operative unless the criteria for terminating Stage 1 are also met.

(c) Stage 3 Triggers -- SEVERE Water Shortage Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 3 Drought Response Measures when one or more of these criteria occur:

1. Treatment Capacity:
 - For surface water systems, when total daily water demand equals or exceeds 95% of the total operating system treatment capacity for three consecutive days, or 97% on a single day; or
2. Water Supply:
 - Combined storage of lakes Travis and Buchanan falls below 750,000 acre-feet, in accordance with the LCRA DCP.

B. **Requirements for termination** - Stage 3 of the Plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 3 has ceased to exist for five consecutive days; or
2. Water Supply:
 - Combined storage of lakes Travis and Buchanan reaches 825,000 acre-feet.

Upon termination of Stage 3, Stage 2 becomes operative unless the criteria for terminating Stage 2 are also met.

(d) Stage 4 Triggers – CRITICAL Water Shortage Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 4 Drought Response Measures when one or more of these criteria occur:

1. Treatment Capacity:
 - Major water line breaks, or loss of distribution pressure or pump system failures that cause substantial loss in the ability to provide water service.
2. Water Supply:
 - Combined storage of lakes Travis and Buchanan reaches 600,000 acre-feet; or
 - The LCRA Board of Directors declares a Drought Worse than Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

B. **Requirements for termination** - Stage 4 of the Plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 4 has ceased to exist for five consecutive days; or
2. Water Supply:
 - LCRA announces that mandatory Stage 4 water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 4, Stage 3 becomes operative unless the criteria for terminating Stage 3 are also met.

(e) Stage 5 Triggers -- EMERGENCY Water Shortage Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 5 Drought Response Measures when one or more of these criteria occur:

1. Treatment Capacity:
 - Major water line breaks, or loss of distribution pressure or pump system failures that cause substantial loss in the ability to provide water service.
2. Water Supply:
 - Natural or man-made contamination of the water supply source; or
 - Any other emergency water supply or demand conditions that the LCRA general manager or the LCRA Board determines either constitutes a water supply emergency or is associated with a Drought Worse than Drought of Record declaration requiring the mandatory curtailment of firm water supplies at a level more severe than in Stage 4.

B. **Requirements for termination** - Stage 5 of the Plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 5 has ceased to exist for five consecutive days; or
2. Water Supply:
 - LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 5, Stage 4 becomes operative.

Sec. 38-230. Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency, or water shortage condition exists and shall implement the following notification procedures:

Sec. 38-231. Notification

Notification of the Public:

The City Manager or his/ her designee shall notify the public by means of:

- Posting the Notice of Drought conditions at the City Hall.
- At any time that the Plan is activated or the drought stage changes, the City will notify local media of the issues, the drought response stage, and the specific actions required of the public.
- Inform the public through the news media that a trigger condition has been reached, and to look for ways to voluntarily reduce water use. Specific steps, which can be taken, will be provided through the news media.

Additional Notification:

The City Manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities, as appropriate:

Mayor and members of the City Council
Assistant City Manager
City and/or County Emergency Management Coordinator(s)
County Judge & Commissioner(s)
State Disaster District / Department of Public Safety
TCEQ (required when mandatory restrictions are imposed)
Major water users
Critical water users, i.e. schools
All City Staff

Sec. 38-232. Emergency Drought Contingency Measures

- (a) A STEP I curtailment is one where the City Manager can restrict the use of water for outdoor sprinkling, watering of lawns, shrubs, driveways, and vehicles to certain areas of the service area by days and to certain hours. Said restrictions will remain in effect until the City Manager lifts the restrictions. More specifically stated these steps are as follows:
- A. Inform the public through the news media that a trigger condition has been reached, and to look for ways to voluntarily reduce water use. Specific steps, which can be taken, will be provided through the news media.
 - B. Notify major commercial water users of the situation and request voluntary water use reductions.
 - C. Mandatory lawn-watering schedule shall be implemented.
 - D. During winter months, request water users to insulate pipes rather than running water to

- prevent freezing; and
 - E. City will monitor water pressure in the distribution system and water levels in the storage tanks.
- (b) A STEP II curtailment would be one where the City Manager will ban the use of water totally for outdoor sprinkling, watering of lawns, shrubs, driveways, and automobiles. Said restriction will remain in effect until the City Manager lifts the ban. More specifically stated these steps are as follows:
- A. Continue implementation of all relevant actions in proceeding phase.
 - B. Car washing, window washing, and pavement washing prohibited except when a bucket is used.
 - C. The following public water uses, not essential for public health or safety, are prohibited: street washing, filling pools, athletic field watering, golf course watering, and water hydrant flushing.
 - D. The curtailment will be effective upon the City Manager giving notice of curtailment of the communities within the area; the posting of a notice of curtailment and notifying the news media of curtailment.
 - E. The curtailments will be terminated upon the City Manager giving notice of termination as he does for the institution of the curtailment.

Sec. 38-233. Stage 1 Response -- MILD Water Shortage Conditions

Goal: Achieve a voluntary ten percent (10-percent) reduction in daily water demand.

A. Supply Management Measures:

1. City will review system operations and identify ways to improve system efficiency and accountability.
2. City will review this document and associated enforcement mechanisms and prepare for an increased level of enforcement.

B. Demand Management Measures:

1. Irrigation of Landscaped Areas. Irrigation of landscaped areas shall be limited to a no more than ONCE weekly watering schedule from Oct. 1 to April 30. Irrigation of commercial landscapes and recreational areas (including public parks) may apply for a variance but must still develop a schedule where no part of the landscape is watered more than once per week. (See City Water System - Watering Schedule.)
2. City will ask customers to comply with the remaining water-use restrictions outlined in Stage 2 of the Plan.
3. City will actively share drought-related information and the need to conserve.
4. If appropriate, City will explore ways to implement permanent water efficiency ordinances relating to uses such as vehicle washing facilities, pressure washing equipment, drought-tolerant landscaping for all new landscapes and irrigation evaluations for large properties.

Sec. 38-234. Stage 2 Response -- MODERATE Water Shortage Conditions

Goal: Achieve a twenty percent (20-pecent) reduction in daily water demand.

(a) *Supply Management Measures:*

1. Apply all water-use restrictions prescribed for Stage 2 of the Plan for City utility-owned facilities and properties.
2. City will explore ways to reduce system water loss by measures such as fixing leaks, replacing old meters, and recycling line flush water, as appropriate.
3. City will explore ways to increase use of recycled wastewater to reduce irrigation of public parks with potable water, as appropriate.
4. City will actively share drought-related information, including current and projected water supply conditions, water supply restrictions and the need to conserve to its retail customers, including publicly posting notice of entering or exiting Stage 2 on City website.
5. City will actively enforce the irrigation watering restrictions.

(b) *Demand Management Measures:*

Under threat of penalty, the following water-use restrictions shall apply to all retail water customers:

(c) *Irrigation of Landscaped Areas:*

- a. Irrigation of landscaped areas with hose-end sprinklers or automatic or manual irrigation systems shall be limited to no more than ONCE weekly as determined by City. Irrigation of commercial landscapes and recreational areas (including public parks) may apply for a variance but must still develop a schedule where no part of the landscape is watered more than once per week. (*See City Water System - Mandatory Watering Schedule.*)
- b. Outdoor watering hours will be limited to 14 hours per day before 10 a.m. and after 8 p.m. on designated days as determined by City (see City Water System – Mandatory Watering Schedule). This prohibition does not apply to irrigation of landscaped areas if it is by means of:
 - i. a hand-held hose with a positive shut-off device; or
 - ii. a faucet-filled bucket or watering can of 5 gallons or less.
- c. New landscapes may be installed and revegetation seeding performed under these specific criteria:
 - i. A completed variance form for new landscapes has been submitted to the City and has been approved prior to the installation of the landscape, or revegetation seed application.
 2. Irrigation of the new landscape follows the schedule identified in the new landscape variance. The schedule will be developed to minimize water waste.
 3. Areas being revegetated for soil stabilization must also comply with the (i) and (ii) specific criteria above. Alternative options to revegetation such as mulch may be available in times of low water supply. Additional information regarding options is available in the LCRA Highland Lakes Watershed Ordinance Technical Manual.
 4. Variances for new landscapes may be issued for a period of no more than 30 days from the day of issuance. A variance is not an exemption from compliance with the permanent water use restrictions under Section 9.2 of this plan. Variances will not be granted for seasonal “color bed” or temporary grass installation (overseeding).
 5. New landscapes may only be installed if no more than 50% of the new irrigated landscaped area is water-conserving natural turf and only

drought-tolerant or native plants are installed.

(d) Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer or airplane, is prohibited except on designated watering days before 10 a.m. or after 8 p.m. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. This activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

(e) Pools:

- a. Draining and refilling is permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
 - i. Draining excess water from pool due to rain in order to lower water to maintenance level;
 - 2. Repairing, maintaining or replacing pool components that have become hazardous; or
 - 3. Repair of a pool leak.
- b. Public/community swimming pools are allowed to fill or replenish water in order to maintain safe levels of water quality for human contact and for maintenance as outlined above.

(f) Outside Water Features:

- a. Operation of outside water features except for ornamental fountains with a 4-inch emission or fall of water¹ that are recirculating is prohibited except where such features are used for aeration necessary to sustain aquatic life or maintain water quality. (This provision includes recirculating fountains associated with aesthetic ponds and swimming pools unless required for filtration).
- b. Operation of outdoor misting systems at a commercial facility is allowed only between 6 p.m. and midnight.
- c. Splash pad type fountains must be recirculating and should have an automatic timer shut-off feature when not in use unless public health and safety is compromised by installing a shut-off feature.

(g) Ponds:

Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only as necessary to preserve the integrity of the liner and operating system. City may request specific design documentation regarding a pond and the intended purpose.

(h) Golf Courses:

Golf courses receiving any amount of treated water from City must either develop a drought contingency plan that meets the minimum water reduction target set for Stage 2 or adopt the LCRA sample golf course drought contingency plan.

¹ Adopted from the City of Austin's 2012 Drought Contingency Plan update, which went through an extensive public input process. This measure was proposed by the fountain industry through that process.

(i) Events:

Events involving the use of water such as: car washes, festivals, parties, water slides and other activities involving the use of water are permitted, if the water being used drains to a recirculating device or onto a pervious surface to prevent water waste.

- a) A charity car wash may not be conducted unless it occurs at a commercial vehicle washing facility.

(j) Restaurants:

Restaurants, bars and other commercial food or beverage establishments are encouraged not to provide drinking water to customers unless a specific request is made by the customer for drinking water.

(k) Hotels/motels:

The owner or operator of a hotel, motel, short-term rental or other establishment that offers or provides lodging or rental accommodations for compensation are encouraged to offer a towel and linen reuse water conservation option to its lodgers, renters, or customers and maintain signage about the opportunity to participate in each guest room, suite, or property.

(l) Fire Hydrants:

Use of water from fire hydrants shall be prohibited for landscape irrigation, filling pools, operating fountains, and car washing. Water should be transported only for the purpose of firefighting or providing minimal water needed for indoor use where auxiliary sources are inadequate and activities necessary to maintain public health, safety and welfare, or for construction use. Transport of water other than for firefighting requires a variance and a meter.

(m) Athletic fields

Watering should follow a no more than once-per-week schedule per irrigated area unless the athletic fields are actively used for organized sports practice, competition, or exhibition events when irrigation outside of the standard weekly schedule is necessary to protect the health and safety of the players, staff, or officials present for the athletic event.

- a) All ornamental landscape areas around facilities with athletic fields shall follow general landscape irrigation restrictions.
- b) A variance must be filed with the City for watering outside of the once per week irrigation schedule stated in this Ordinance.

(n) Water Waste

The following nonessential uses of water are prohibited during periods in which restrictions are in effect:

- a. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces is prohibited except for immediate health and safety.
- b. Use of water to wash buildings, houses or structures with a pressure washer is

restricted to equipment that is fitted with a water recycling unit and a spray nozzle using no more than 3.5 gallons of water per minute and employing a working trigger shut-off with a protective weep mechanism. Use of water to wash buildings with a hand-held hose with a positive shut-off nozzle is allowed.

- c. Use of water to control dust is prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan.

Sec. 38-235. Stage 3 Response -- SEVERE Water Shortage Conditions

Goal: Achieve a thirty percent (30-percent) reduction in daily water demand.

(a) Supply Management Measures:

1. City will aggressively reduce system water loss by measures such as fixing leaks, replacing old meters and recycling line flush water, as appropriate for the utility system.
2. City will actively share drought-related information, including the current and projected water supply conditions, water supply restrictions, and the need to conserve to its retail customers including publicly posting notice of entering or exiting Stage 3 on City website.
3. In addition to measures implemented in the preceding stages of the plan, City will explore additional emergency water supply options.

(b) Demand Management Measures: Under threat of penalty, all retail customers are required to further reduce nonessential water uses as follows. All requirements of Stage 2 shall remain in effect during Stage 3, with the following modifications and additions.

(c) Irrigation of Landscaped Areas:

- a. Irrigation of landscaped areas with automatic or manual irrigation systems or hose-end sprinklers shall be limited to a maximum once a week watering schedule for no more than 6 hours. Irrigation of commercial landscapes and recreational areas (including public parks) may apply for a variance but must still develop a schedule where no part of the landscape is watered more than once per week. (*See City Water System - Mandatory Watering Schedule.*)
- b. Outdoor watering hours for hand watering will be limited to 14 hours a day, before 10 a.m. or after 8 p.m. on designated days as determined by City (*see City Water System - Mandatory Watering Schedule*). The allowed methods of irrigation of landscaped areas are:
 - i. a hand-held hose with a positive shut-off device;
 - ii. a faucet-filled bucket or watering can of 5 gallons or less;
 - iii. a soaker hose; or
 - iv. tree gator watering bags.
- c. New landscapes may only be installed if:
 - i. a 30-day watering schedule variance has been applied for and accepted;

- ii. no more than 50% of the new irrigated landscaped area is natural turf. Turf must be water-conserving;
 - iii. only drought-tolerant or native plants are installed; and
 - iv. sprinkler irrigation is prohibited in planting beds.
- d. Revegetation of disturbed areas due to construction is allowed, if required by local, state, or federal regulations. A temporary watering variance must be granted by City OF GRANITE SHOALS.

(d) Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane, is prohibited except on designated watering days between 7 a.m. and 10 a.m. and between 8 p.m. and 10 p.m. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle. A vehicle can be washed at any time at a commercial car wash facility or commercial service station that recycles its water. This activity is exempt from these regulations if the health, safety and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

(e) Pools:

Installation of swimming pools is prohibited except when equipped with an automatic pool cover. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.

(f) Outside Water Features:

- a) Operation of ornamental fountains is prohibited.
- b) Operation of outside water features, is only allowed when such features are used for aeration necessary to sustain aquatic life or maintain water quality. (This provision includes fountains associated with aesthetic ponds and swimming pools.)
- c) Operation of residential aesthetic or recreational devices such as water slides is prohibited.
- d) Operation of outdoor misting systems is prohibited.

(g) Ponds:

Ponds used for aesthetic use are prohibited, and amenity and/or stormwater purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system and meet the LCRA Highland Lakes Watershed Ordinance or other applicable non-point source pollution regulation. may request specific design documentation regarding a pond and the intended purpose.

(h) Golf Course:

Golf courses receiving any amount of treated water from the City utility must either develop a drought contingency plan in accordance with the City Drought Contingency Plan and implement its Stage 3 mandatory restrictions in conjunction with the water provider or adopt the LCRA sample golf course drought contingency plan.

(i) Events:

Events involving the use of water such as car washes, festivals, parties, water slides, and other activities involving the use of water are prohibited.

(j) Recreational areas (includes municipal parks and common areas):

Irrigation of recreational areas with potable water must follow the six-hour weekly irrigation schedule outlined above, and watering of recreational areas should be prioritized by frequency of use. Unnecessary foot traffic should be discouraged. Watering using an auxiliary source such as recycled water is exempt from these restrictions.

(k) Athletic fields:

A variance including a map of active play areas that must be irrigated with automatic sprinkler systems for sports practice and competition must be filed with the City OF GRANITE SHOALS if irrigation falls outside of the normal watering schedule listed in Appendix A. The irrigation must be necessary to protect the health and safety of the players, staff, and officials present for athletic events.

- a) All ornamental landscape areas around facilities with athletic fields shall follow general landscape irrigation restrictions.
- b) All athletic fields that are not actively used for sports practice and competition shall follow general landscape irrigation restrictions.

(l) Water Waste:

The following additional nonessential uses of water are prohibited at all times during periods in which restrictions have gone into effect

Pressure washing is prohibited but variances may be granted by City on the designated watering day for health and safety purposes only. Pressure washing equipment must be fitted with a spray nozzle that does not use more than 3.5 gallons of water per minute and has a trigger shut-off.

Sec. 38-236. Stage 4 Response -- CRITICAL Water Shortage Conditions

Goal: Achieve a forty percent (40-percent) reduction in daily water demand.

- (a) Under threat of penalty for violation, all retail customers are required to reduce nonessential water uses during an emergency. All requirements of stages 1 through 3 are also in effect during Stage 4, with the following modifications and additions:
 - A. Irrigation of ornamental turfgrass is prohibited. The use of hose-end sprinklers and automatic irrigation systems, including drip irrigation, are prohibited except as provided under item B below.
 - B. Irrigation of foundations, trees and vegetable gardens is allowed with a hand-held hose with a working on/off nozzle, bucket, drip irrigation or soaker hoses irrigation only for six hours between the hours of 6 a.m. and 10 a.m. or 8 p.m. and 10 p.m. one day per week on the designated outdoor water use day as determined by the City.

- C. New landscapes irrigated with spray irrigation are prohibited. New irrigated turf grass is prohibited. The City will not issue new landscape variances for planting beds installed with drought-tolerant or native plants specified in the Grown Green Plant Guide as having low or very low water needs (<http://austintexas.gov/departments/grow-green/plant-guide>) and irrigated with point source drip irrigation or hand-held hose.
- D. Use of water to operate outside water features, including fountains, outdoor misting systems, and splash pads, is prohibited.
- E. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited, except as required for public health and safety purposes. Commercial car washing facilities, except facilities that recycle water, may operate for health and safety purposes only.
- F. Golf courses receiving any amount of treated water from the City must either develop a drought contingency plan in accordance with the City Drought Contingency Plan and implement its Stage 4 mandatory restrictions in conjunction with the water provider or adopt the LCRA sample golf course drought contingency plan.
- G. The filling or replenishing of single-family residential swimming pools is only allowed if the pool is covered with a pool cover when not in use.
- H. Public/community swimming pools are allowed to fill or replenish water in order to maintain safe levels of water quality for human contact.

Upon declaration of Stage 4, water use restrictions outlined in Stage 3 shall immediately apply.

Sec. 38-237. Stage 5 Response -- EMERGENCY Water Shortage Conditions

Goal: Achieve a fifty percent (50-percent) reduction in daily water demand.

- (a) Under threat of penalty for violation, all retail customers are required to reduce nonessential water uses during an emergency. All requirements of Stages 1 through 4 are also in effect during Stage 5, with the following modifications and additions:
 - A. Irrigation of landscaped areas is prohibited.
 - B. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited. This activity is only exempt from these regulations if the health, safety and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.
 - C. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare.
 - D. No applications for new, additional, expanded or larger water service connections, meters, service lines, pipeline extensions, mains or water service facilities of any kind shall be allowed or approved.

Upon declaration of Stage 5, water use restrictions outlined in Stage 4 shall immediately apply.

- (b) If Stage 5 is declared, the City has identified and will initiate the following emergency interconnects and/or alternative water supply arrangements:

No interconnects are incorporated in City of Granite Shoals infrastructure. Alternate water supply will be transported in.

Sec. 38-238. Enforcement

(a) Enforcement for Retail Customers

The following enforcement provisions shall apply to all City retail water customers:

- (1) No person shall knowingly or intentionally use or allow the use of water from the City for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time.
- (2) Any person who violates this Plan shall be subject to the following fines, penalties and/or conditions of service:
 - A. Following the first documented violation, the violator shall be given a notice specifying the type of violation, the date and time it was observed, and fines and restrictions on service that may result from additional violations.
 - B. Following the second documented violation, the violator shall:
 1. be criminally responsible for the violation of this Plan, punishable by a fine of \$300.00; or
 2. be subject to a civil penalty of \$600.00.
 - C. Following the third documented violation, the violator shall:
 1. be criminally responsible for the violation of this Plan, punishable by a fine of \$500.00; or
 2. be subject to a civil penalty of \$1000.00.
 - D. Following the fourth documented violation, the City shall, upon due notice to the customer, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$40.00 and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$200.00 must be given to City so that the same action shall not be repeated while the plan is in effect. The City may apply the deposit to any surcharges or penalties subsequently assessed under this plan against a customer. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.

- (3) Each day that one or more of the provisions in this Plan is violated shall constitute a separate violation. Any person, including one classified as a water customer of the City, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such persons, however, shall have the right to show that they did not commit the violation.
- (4) The designated manager or official of the City shall have the power to enforce the provisions of this Plan.
- (5) The municipal court shall have the power to issue to the City Manager and/or his or her designee administrative search warrants, or other process allowed by law, where necessary to aid in enforcing this Plan.
- (6) Judicial enforcement of fines and penalties issued pursuant to this Plan may be sought through a municipal court, district court or small claims court having jurisdiction over the matter.
- (7) Compliance with this Plan also may be sought through injunctive relief in state district court.

(b) Enforcement for Wholesale Customers

- (1) Wholesale treated water customers shall provide the City with an order, ordinance or resolution to demonstrate adequate enforcement provisions for the wholesale customer's drought contingency plan.
- (2) In addition, wholesale treated water customers that fail to comply with the drought contingency measures in this Plan may be subject to the following civil penalties, in addition to any other remedies available to the City by law or under the terms of the wholesale water contracts.

(3) Penalties for wholesale treated water customers:

First documented violation:	Written notice of violation
Second documented violation:	Penalty fee up to \$500.00
Third documented violation:	Penalty fee up to \$1000.00

- (c) Legal Authority applicable to Municipalities in Regard to Drought Contingency Plan Enforcement. Please note that the following list is not intended to be exhaustive, and statutes listed below may not apply to all municipalities. Citations below may change following the publication date of this DCP template. Each municipality is encouraged to consult with legal counsel in regard to enforcement of drought contingency plans and specific enforcement authority available to each municipality.

- (1) Texas Local Government Code sec. 552.001
- (2) Texas Local Government Code Chapter 54
- (3) Texas Government Code Chapter 29

(d) Drought Response Retail Enforcement Process for Municipalities

	<u>Violation witnessed by staff</u> Type of violation date and time
First documented violation	<u>Notice of violation issued</u> Customer is notified of actions to be taken if violations continue
Second documented violation	<u>Issue surcharge No. 1</u> Criminal fine up to \$500, civil penalty up to or \$1,000, or both
Third documented violation	<u>Issue surcharge No. 2</u> Criminal fine up to \$500, civil penalty up to or \$1,000, or both
Fourth documented violation	<u>Cut-off service</u> \$40 reconnection fee and \$200 deposit required

Sec. 38-237. Variances

- (a) Except as limited in other sections, the City Manager or his or her designee may grant variances for:
- (1) Temporary watering schedules for new landscapes that use drought-resistant landscaping or water-conserving natural turf. Temporary watering schedule variances also are allowed for revegetation of disturbed areas due to construction, or if required by local, state, or federal regulations. Temporary watering schedule variances shall include the following limitations:
 - i. A 30-day temporary watering schedule must be applied for and issued before the irrigation may begin;

- ii. Days 1 thru 10: Automatic irrigation or hose-end sprinklers are allowed every day except between the hours of 10:00 a.m. and 8:00 p.m.;
 - iii. Days 11-20: Automatic irrigation or hose-end sprinklers are allowed every other day except between the hours of 10:00 a.m. and 8:00 p.m.;
 - iv. Days 21-30: Automatic irrigation or hose-end sprinklers are allowed every third day except between the hours of 10:00 a.m. and 8:00 p.m.; and
 - v. Day 31: User return to the watering schedule as defined in this Ordinance.
 - (2) Exemption from specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering.
 - (3) Allowing the use of alternative water sources (i.e., groundwater, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection below.
- (b) The City Manager, or his/her designee, may, in writing, grant a temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
- (1) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
- (c) Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:
- (1) Name and address of the petitioner(s);
 - (2) Purpose of water use;
 - (3) Specific provision(s) of the Plan from which the petitioner is requesting relief;
 - (4) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner

complies with the Plan;

(5) Description of the relief requested;

(6) Period of time for which the variance is sought;

(7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date; and

(8) Other pertinent information.

(d) Variances granted by the City shall be subject to the following conditions, unless waived or modified by the City Manager or his/her designee:

(1) Variances granted shall include a timetable for compliance.

(2) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

(e) No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Sec. 38-239. Plan updates

This Plan will be reviewed and updated as needed to meet both TCEQ and LCRA drought contingency plan rules.”

SECTION III SAVINGS

The amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION IV SEVERABILITY

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

**SECTION V
REPEALER**

The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinance or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

**SECTION VI
EFFECTIVE DATE**

This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

**SECTION VII
PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance was open to the public 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.

READ, PASSED, AND ADOPTED THIS ____ DAY OF _____, 2026.

By: _____
Ron Munos, Mayor

ATTEST:

Dawn Wright, City Secretary

APPROVED AS TO FORM:

Joshua Katz, City Attorney



City Council STAFF REPORT

Subject: Discuss, consider, and take appropriate action regarding Water Treatment Plant Critical Components.

Date: April 28, 2026

Submitted by: JOSHUA HISEY, Utility Director

Department: Utility

Background:

The City has been operating the Granite Shoals Membrane Water Treatment Plant since 2007. After nineteen years of operation, staff have observed increasing issues with pump and motor failures, as well as numerous valves and actuators responsible for automating the filter racks and pumps. The Utility Department has depleted most of its inventory of backup parts currently available on-site.

Recommendation:

The manufacturer of the Treatment Plant components designates specific valves and actuators that are compatible with the system. To ensure proper functionality, safety, and compliance with manufacturer specifications, replacement parts must match these requirements. As a result, this is considered a sole-source procurement, and multiple bids were not sought. Staff recommends purchasing a range of sizes for various valves, actuators, sensors, and other electrical components to ensure continuous operation without service interruptions. Some of these items will be pre-configured upon delivery, while additional stock will be stored onsite for future replacement needs.

Fiscal Impact:

A total of \$103,401.19 is projected from the remaining Water Infrastructure Bond, which is

expected to total \$275,000.00 after the completion of both water main upgrade projects.

Attachments:

None



City Council STAFF REPORT

Subject: Discuss, consider, and take appropriate action regarding the Fraternal Order of the Eagles – encroachment agreement.

Date: April 28, 2026

Submitted by: Sarah Novo, City Manager
Josh Katz, City Attorney

Department: Administration

Background:

The Council recently approved a previous version of this agreement. However, the City has been asked to amend the agreement to reflect the following. The changes and updates are included in Paragraph 5. The intent of this updated draft is:

1. As requested by the Eagles, to allow them to keep the structure on the west side of the property (Lot 25), since it only encroaches into the side setback by a small amount (0.4 feet).
2. If any renovations totaling 50% or more of the value are done on the east structure, it has to be removed and, if rebuilt, done to existing code standards.
3. Clarifies that the encroachment on Lot 25 would be allowed to stay in place, and that it cannot be expanded or increased, and the agreement doesn't allow any new encroachments into the setbacks or other easements.

Recommendation:

Staff recommends approval of the amended agreement.

Fiscal Impact:

None.

Attachments:

1. Fraternal Order of Eagles Encroachment Agreement

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

ENCROACHMENT AGREEMENT

This ENCROACHMENT AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2026, by and between the CITY OF GRANITE SHOALS, TEXAS (the "City") and FRATERNAL ORDER OF EAGLES AERIE NO. 4303 ("Eagles").

I.

RECITALS

1. Eagles owns Lots 24 and 25, Churchill Section, Sherwood Shores II, a subdivision in Burnet County, Texas according to plat recorded in Volume 1, Page 180, Plat Records, Burnet County, Texas, which is in the City of Granite Shoals, Burnet County, Texas (the "Property"). See **Exhibit A**, Survey of the Property (the "Survey"). Eagles intends to replat Lots 24 and 25 into a single lot to be known as 24A.

2. As depicted in the Survey, the Property must comply, among other zoning and setback requirements, with a five (5) foot side setback on the East side of the Property and a five (5) foot side setback on the West side of the Property, which are imposed by City ordinance and enforced by the City.

3. The building constructed on Lot 24 encroaches into the City's five-foot side setback on the East side of the Property, variously, by 3.4', 3.2', and 1.5'. The building constructed on Lot 25 encroaches into the City's five-foot side setback on the West side of the Property by 0.4'. (collectively, these are the "Encroachment Areas"). The Encroachment Areas are depicted in **Exhibit A**, Survey of the Property.

4. Eagles acknowledges and agrees that the structures located on the Property encroach into and upon the City's West side and East side setbacks, and has requested the City's agreement to the encroachments of the two buildings into said setbacks, as depicted on the Survey, into the Encroachment Areas.

5. In authorizing this Agreement, the City Manager finds that the facts presented in relation to Eagle's Property are unique and not likely to be repeated. Nothing in this Agreement

should be construed as a departure from the City's general policy prohibiting private encroachment onto City's property or setbacks.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants, conditions, and undertakings hereinafter described, and the mutual benefits and covenants contained in this Agreement, and subject to each and every term and condition of this Agreement, the City and Eagles agree as follows:

1. GRANT OF CONSENT, PERMITTED USE. The City hereby grants Eagles a limited consent to encroach upon, over, and across the Encroachment Areas for the sole purpose of operating and maintaining the structures located on the Property within the City. It is understood and agreed that this Agreement conveys no ownership to Eagles and provides Eagles only a conditional and terminable right to use the Encroachment Areas for the express purposes provided in this Agreement.
2. ALTERATION OF ENCROACHMENT AREAS. The consent to encroachment granted under this Agreement is effective with respect to the Encroachment Areas only. Eagles shall not encroach upon any other part of the City's setbacks. The boundaries of the Encroachment Areas shall be subject to alteration only by written agreement among the City and Eagles.
3. MATTERS OF RECORD. This Agreement is subject to all covenants, conditions, restrictions, easements, liens, reservations, and other matters of record in the Official Public Records of Burnet County, Texas, as of the date hereof, which may affect the Encroachment Areas.
4. ILLEGAL USE NOT PERMITTED; USE SUBJECT TO LAWS AND REGULATIONS. Eagles covenants and agrees not to use any part of the Encroachment Areas for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, including by not limited to the City, the State of Texas, and Burnet County. Under no circumstances will Eagles use or cause to be used within the Encroachment Areas any hazardous or toxic substances or materials, or store or dispose of any such substances in, on, over, under or within the Encroachment Areas.
5. MAINTENANCE AND REPAIR OF EXISTING STRUCTURES.
 - (a) If Eagles or subsequent owners of the Property perform repairs, renovations, removal, or reconstruction of structure located on the East side of Lot 24 and which encroaches into the City's side setback totaling 50% or more of the value of the structure, Eagles or the subsequent owner shall be required to reconfigure, move, and/or reconstruct that structure such that no structure on Lot 24 encroaches into the City's setbacks and easements. If the structure on Lot 24 is removed or reconstructed, no rebuilt or reconstructed structure may encroach into the City's setbacks and easements..
 - (b) Eagles or subsequent owners of the Property shall be allowed to repair, renovate, or maintain the existing structure on current Lot 25 that

encroaches 0.4 feet into the City's side setback on the West side of the Property in its present location or any location that does not encroach into the City's setbacks and easements. However, the structure on current Lot 25 may not be reconstructed, reconfigured, or renovated in any way that widens, expands, or increases its current 0.4 foot encroachment into the City's setback in any way.

- (c) This Agreement does not permit Eagles or subsequent owners of the Property to construct any new structures that encroach upon the City's setbacks or easements.
- 6. TERM; TERMINATION. The term of this Agreement begins on the execution date and continues thereafter for so long as the Encroachment Areas are being used solely for the purpose permitted in this Agreement. The City may terminate this Agreement and Eagles', or subsequent owners of the Property's, right to use the Encroachment Areas if such use (a) interferes with the City's rights to use the setbacks, (b) use of the Encroachment Areas become necessary for a public purpose, (d) Eagles fails to comply with any term, covenant, or representation of this agreement, or (e) Eagles abandons the Property.
 - 7. INDEMNITY. TO THE EXTENT PERMITTED BY LAW, EAGLES AGREES TO JOINTLY AND SEVERALLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND ITS RESPECTIVE CITY COUNCIL MEMBERS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, INVITEES, OR GUESTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, AWARDS, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY AND EXPERT WITNESS FEES AND ALL OTHER LITIGATION AND COURT COSTS, INCLUDING LOST REVENUE OR DAMAGES FROM ILLNESS, BODILY INJURY OR DEATH TO ANY PERSON, AND FOR PHYSICAL DAMAGE TO ANY TANGIBLE PROPERTY (WHETHER REAL OR PERSONAL PROPERTY), WHICH EAGLES AND THEIR INVITEES, GUESTS, CONTRACTORS, SUBCONTRACTORS, AGENTS, SUBSEQUENT PURCHASERS OF THE PROPERTY, OR ANY THIRD PARTY MAY EVER SUFFER ARISING OR ALLEGED TO HAVE ARISEN DIRECTLY OR INDIRECTLY FROM THE CONDUCT, OPERATION, OR MANAGEMENT OF EAGLES' USE OF THE ENCROACHMENT AREAS.
 - 8. NO WARRANTIES. THE CITY MAKES NO WARRANTY OF FITNESS, HABITABILITY, SUITABILITY (OR ANY OTHER IMPLIED WARRANTY) WITH RESPECT TO THE ENCROACHMENT AREAS REGARDING THE USE AND/OR INTENDED PURPOSES CONTEMPLATED BY EAGLES.
 - 9. ATTORNEYS' FEES. If either party is required to retain an attorney because of a breach of another party of any of the terms and conditions of this Agreement, the breaching party shall be liable to the non-breaching party for all reasonable attorneys' fees incurred, as well as any other costs incurred because of such breach.

10. PARTIES. This Agreement is binding upon the City, Eagles, and their successors and assigns, including any subsequent owner or lien holder of the Property.
11. ASSIGNABILITY. Unless the City has exercised its right(s) to terminate the Agreement, Eagles may transfer this Agreement to subsequent purchasers or heirs without additional City approval.
12. NOTICE. Any notice or other communication given under this Agreement ("Notice") must be in writing and may be given: (a) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (b) by depositing it with Federal Express or another service guaranteeing "next day delivery," addressed to the party to be notified and with all charges prepaid; (c) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (d) by facsimile during regular office hours with confirming copy sent by one of the other described methods of notice set forth above. Notice by mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

City: City of Granite Shoals, Texas
2221 N. Phillips Ranch Road
Granite Shoals, TX 78654
Attn: City Manager
830-598-2424

With Required Copy to: Bickerstaff Heath Delgado Acosta LLP
1601 South MoPac Expressway
Suite C400
Austin, Texas 78746
Attn: Josh Katz
Phone: 512-472-8021
Fax: 512-320-5638

Eagles: Fraternal Order of Eagles # 4303
PO Box 1356
Kingsland, TX 78639

13. GOVERNING LAW AND VENUE. This Agreement and the rights and obligations of the Parties arising out of this Agreement shall be subject to, governed by, and construed in accordance with, the laws of the State of Texas. Venue for any action arising under this Agreement will be in a court of competent jurisdiction located within Burnet County, Texas.

14. SEVERABILITY. In the event that any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the parties hereto shall negotiate an equitable adjustment to its provisions with the view to effecting, to the extent possible, the original purpose and intent of this Agreement, and the validity and enforceability of the remaining provisions shall not be affected thereby.
15. COUNTERPARTS. The parties hereto may execute this Agreement in any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, but all counterparts shall together constitute one and the same agreement. All signatures need not be on the same counterparts.

[SIGNATURES ON FOLLOWING PAGE]

Fraternal Order of Eagles Aerie No. 4303

By: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF BURNET §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Agreement and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the ____ day of _____, 2026.

Notary Public, State of Texas
My commission expires: _____

(SEAL)

City of Granite Shoals, Texas

Sarah Novo, City Manager

STATE OF TEXAS §
 §
COUNTY OF BURNET §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah Novo, City Manager of the City of Granite Shoals, known to me to be the person whose name is subscribed to the foregoing Agreement and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the ____ day of _____, 2026.

Notary Public, State of Texas
My commission expires: _____

(SEAL)

EXHIBIT A
SURVEY DEMONSTRATING ENCROACHMENT AREAS

RESOLUTION #722

A RESOLUTION OF THE CITY OF GRANITE SHOALS, TEXAS, AUTHORIZING ACCEPTANCE OF GRANT FUNDING FROM THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY FOR FISCAL YEAR 2027 SB224 CATALYTIC CONVERTER GRANT PROGRAM FOR COMPLETION OF THE GRANITE SHOALS POLICE DEPARTMENT FLOCK/CONDOR CAMERA SAFETY PROJECT.

WHEREAS, the City of Granite Shoals, Texas (the “City”) finds it in the best interest of the citizens of Granite Shoals that the City of Granite Shoals Police Department seeks financial assistance from the State of Texas related to the City’s continuing efforts to combat motor vehicle crime for its citizens; and

WHEREAS, the City agrees to provide any applicable funds required for the FY2027 SB224 Catalytic Converter Grant program and application offered by the Motor Vehicle Crime Prevention Authority (“MVCPA”), which is a part of the Texas Department of Motor Vehicles; and

WHEREAS, the City agrees that in the event of loss or misuse of the grant funds provided by the MVCPA the City agrees and assures that the grant funds will be returned in full to the MVCPA.

NOW THEREFORE, BE IT RESOLVED and ordered that City Manager is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the MVCPA Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Granite Shoals Police Chief John Ortis is designated as the Program Director and City Manager Sarah Novo is also designated as the Financial Officer for this grant.

Adopted this ____ day of _____, 2026

NAME:

TITLE: City Manager

**MEMORANDUM OF UNDERSTANDING CONCERNING COORDINATION BETWEEN
THE GRANITE SHOALS POLICE DEPARTMENT AND SUNRISE BEACH VILLAGE
POLICE DEPARTMENT FOR LAKE PATROL OPERATIONS**

This Memorandum of Understanding (the “MOU”) is entered into on the ____ day of ____ in 2026 (herein referred to as the “Effective Date”) by and between the City of Granite Shoals, Texas Police Department (“GSPD”) and Sunrise Beach Village, Texas Police Department (“SBVPD”) (collectively, the “Parties”).

WHEREAS the purpose of this MOU is to establish a good-faith foundation between the Parties for the mutual patrol of the portions of Lake LBJ within and adjacent to their respective cities (“Lake Patrol”). The Parties agree to work together in a cooperative and coordinated manner to achieve each Party’s individual goals and the collective goals of maintaining the public’s safety and peaceable enjoyment of Lake LBJ; and

WHEREAS this MOU is designed to detail the specifics of the working relationship between the Parties and the communities they serve in order to achieve the above-stated goals and assist in the Parties’ responsibilities and mission to serve the citizens of the City of Granite Shoals and Sunrise Beach Village. This MOU does not obligate the Parties to provide funds or payment and does not bind Parties to any legal obligations.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual covenants and agreements contained in this MOU, the undersigned Parties agree as follows:

I. Responsibilities of the Parties

To achieve Parties’ mutual goals and responsibilities for public safety on Lake LBJ, each Party agrees to the following roles and responsibilities:

- A. GSPD owns and maintains boating equipment necessary to patrol its jurisdiction on Lake LBJ. Each Lake Patrol boat must have two Marine Enforcement Safety Officers (“MESO”) during all patrol operations.
- B. During Lake Patrol operations pursuant to this MOU, GSPD will supply the boat, the MESO operator of the boat, and all necessary boating equipment for Lake Patrol. SBVPD will provide a MESO to join the GSPD MESO officer on Lake Patrol pursuant to a schedule that will be adopted by the Chief of Police of GSPD and SBVPD. Holiday weekend shifts, such as Memorial Day, Fourth of July, and Labor Day, will begin at 1400 hours and end at 2300 hours. Adjustments to hours of operation can be agreed upon by both the Chief of Police of GSPD and SBVPD.
- C. During Lake Patrol, while within City of Granite Shoals jurisdiction, the GSPD MESO officer will observe for violations, issue citations, and make arrests. While within Sunrise Beach Village

jurisdiction, the SBVPD MESO officer will observe for violations, issue citations, and make arrests.

- D. GSPD shall pay its costs for its own officers and boat equipment needed under this MOU to undertake Lake Patrol. SBVPD will pay its costs for its own officers needed under this MOU for Lake Patrol.

II. COMMUNICATION BETWEEN PARTIES

The Chief of Police of the City of Granite Shoals and the Chief of Police of Sunrise Beach Village shall communicate regularly to ensure that the purposes of the MOU are met and review the Lake Patrol program adopted in the MOU. The Police Chief of each respective Party shall communicate any concerns he or she has to the respective other Police Chief and together they will use their best efforts to communicate and resolve any problem that arises under this MOU.

III. AMENDMENTS

The terms of this MOU may be amended upon written approval by both Parties and their designated representatives.

IV. Liability, Immunities, and Defenses

- A. Nothing herein shall be deemed or construed to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between GSPD and SBVPD.
- B. No Party to this MOU shall be responsible for the acts of an employee or another Party.
- C. It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

V. Termination and Renewal

- A. Either Party may withdraw from and terminate this MOU on thirty (30) days written to the other party.
- B. This MOU is effective when signed by both parties and will remain effective until October 1, 2026, unless terminated by either party on written notice given according to the terms of this memorandum of Understanding. The MOU may be extended only by written agreement of both Parties.

The undersigned Parties acknowledge and agree to this MOU:

Signed this _____ day of _____, 2026.

John Ortis
Chief of Police
City of Granite Shoals, Texas

Laurie Brock
Chief of Police
Sunrise Beach Village, Texas

MEMORANDUM OF AGREEMENT

287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the _____, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the _____ (hereinafter interchangeably referred to as “Law Enforcement Agency” (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents _____ in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA’s jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at OPLA-DCLD-TortClaims@ice.dhs.gov. ICE OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

Date: _____

Signature: _____

Name: _____

Title: _____

Agency: _____

For ICE:

Date: _____

Signature: _____

Name: _____

Title: _____

Agency: _____

APPENDIX A

POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE: Department of Homeland Security
 Immigration and Customs Enforcement
 Enforcement and Removal Operations
 Assistant Director for Enforcement
 Washington DC

For the LEA:

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the _____, hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs

ORDINANCE NO. 891

“Heavy Vehicle Ordinance”

AN ORDINANCE OF THE CITY OF GRANITE SHOALS, TEXAS AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES (STREETS, SIDEWALKS, AND OTHER PUBLIC PROPERTY) CREATING ARTICLE V, ESTABLISHING REGULATIONS ON CONSTRUCTION VEHICLES, HEAVY VEHICLES, AND LARGE COMMERCIAL VEHICLES; PROVIDING FOR A FINE UP OF UP TO \$500 FOR EACH VIOLATION; PROVIDING THIS ORDINANCE TO BE CUMULATIVE; PROVIDING CIVIL REMEDIES AND PENALTIES; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, SAVINGS, SEVERABILITY, REPEALER, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, Section 311.002 of the Texas Transportation Code provides that City of Granite Shoals, Texas (hereinafter referred to as the “City”), has exclusive control over and under the public highways, streets, and alleys of the City; and

WHEREAS, Section 316.021 of the Texas Transportation Code provides that the City may permit and prescribe the consideration and terms for the use of a portion of a municipal street or sidewalk for a private purpose if the use does not: (1) interfere with the public use of the street or sidewalk; or (2) create a dangerous condition on the street or sidewalk; and

WHEREAS, many City streets are not designed for heavy or oversize vehicles to operate, and consistent use of these streets by such vehicles causes excessive wear to the roads requiring more frequent repairs, resurfacing, or reconstruction; and

WHEREAS, the cost of building and maintaining streets is a significant burden upon the citizens of the City, the costs of which should, in fairness, be borne by persons operating heavy vehicles that cause damage and expense to the City’s streets; and

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

WHEREAS, the City has the authority to prohibit trucks of certain sizes from traveling on particular streets; and

WHEREAS, the surety bond required in this Ordinance place the costs of such street damage upon the persons benefiting from the use and causing sad damage; and

WHEREAS, the City Council has discussed and considered such regulations, received public input, and has determined that it is in the interest of public safety and public expenditures for the City to adopt the following regulations concerning the operation of

construction vehicles, heavy vehicles, and large commercial vehicles within the municipal limits of the City.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRANITE SHOALS, TEXAS:

ARTICLE I.

All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Granite Shoals and are hereby approved and incorporated into the body of this Ordinance as if copies in their entirety.

ARTICLE II.

That Ordinance No. 891 is hereby enacted for the purpose of establishing regulations for the regulations concerning the operation of construction vehicles, heavy vehicles, and large commercial vehicles within the municipal limits of the City.

“Chapter 30 Streets, Sidewalks, and Other Public Property

Article V. Restricted Vehicles

Sec. 30-60. General provisions.

- (a) Purpose and Intent. The purpose of this article is to safeguard the life, health, safety, welfare, and property of the residents of and visitors to the City of Granite Shoals through the regulation of construction vehicles, heavy vehicles, and large commercial vehicles within the municipal limits of the City.

Sec. 30-61. Definitions.

For the purposes of this Ordinance, the following terms, phrases, words and their derivatives shall have the meaning given in this ordinance.

1. City. The City of Granite Shoals, Texas.
2. Construction Vehicle means vehicles with or without trailers, exceeding a total gross weight of 15,000 pounds, and which transport sand, gravel, rock, mulch, earth, quarried materials, or other particles in bulk; or that carry construction equipment, construction materials, or construction supplies to and from Destination Points within the City or through the City.
3. Destination Point. A location where merchandise, equipment, or material is loaded or unloaded during the normal course of business.
4. Guaranty of Performance: The surety bond required by this Ordinance, or any other type of guaranty, financial surety, deposit, or other security as may be specifically allowed by this Ordinance.

5. Heavy Vehicle. Any vehicle designed or operated for the transportation of property, and whose body weight or whose combined body and load weight or whose rated capacity exceeds 15,000 pounds, and/or that has more than one rear axles.
6. Heavy Vehicle Route: A truck route, as herein defined.
7. Large Commercial Vehicle. Any truck, truck-trailer, trailer, pole trailer or semi-trailer with more than one rear axle and/or trailer (that is not a recreational vehicle) and that is more than 30 feet in length and used to transport goods or passengers for compensation. A recreational vehicle (RV) is not a large commercial vehicle unless utilized for commercial purposes.
8. Person. Any person, firm, partnership, association, corporation, company or organization of any kind.
9. Project. All phases or parts of any construction project or other project, in the broadest sense of the term, by or for a single owner or group of affiliated owners, in which one or more heavy vehicles, construction vehicles, or large commercial vehicles are used. Some examples, but not a complete list, of projects are: The construction of a subdivision or any public infrastructure; the development of a tract of land or a group of related tracts of land; and any other type of construction or other activity in which one or more heavy vehicles is used.
10. Restricted Vehicles. Construction Vehicles, Heavy Vehicles, and Large Commercial Vehicles.
11. Truck Route: Any of the following:
 - a. FM 1431
 - b. Philips Ranch Road
 - c. Valley View Lane
 - d. Prairie Creek Road

Sec. 30-62. Prohibition on Restricted Vehicles

- (a) No person shall, operate, participate in the operation of, cause to be operated a Restricted Vehicle upon a public street for a commercial purpose, except as follows:
 - i. Truck Route. The vehicle is then and there being operated upon a truck route, as herein defined.
 - ii. A vehicle operating pursuant to an Exception as provided in Section 30-63 of this Ordinance.

- (b) Direct route required. The operator of a Restricted Vehicle must use the most direct route between (1) either the city limits or a Truck Route designated in this Ordinance, and (2) the destination of the vehicle for its business in the City, except to the extent that a different route is specified under this Ordinance.

Sec. 30-63. Exceptions.

- (a) Restricted Vehicles, as defined herein, may utilize a street on which Restricted Vehicles are otherwise prohibited where it is necessary to load or unload merchandise, equipment, or materials at locations situated on a prohibited street; provided, however, such vehicles shall follow the most direct route to the point nearest their ultimate designation.
- (b) Restricted Vehicles may also be driven on a street on which Restricted Vehicles are otherwise prohibited to a public storage or repair shop when reasonably necessary for the maintenance and repair of such vehicle; provided, however, that this provision shall never be construed as authorizing the repair of vehicles in areas otherwise prohibited by the provisions of the City's Code of Ordinances, or by state law.
- (c) This Ordinance does not restrict the following categories of Restricted Vehicles from using any City street:
- (1) Emergency vehicles. The operation of emergency vehicles upon any street in the City;
- (2) Public utilities. The operation of Restricted Vehicles owned or operated by the City, public utilities, a vehicle owned by a person to whom a franchise has been granted by the City Council, or any contractor while engaged in the repair, maintenance or construction of streets, street improvements or utilities within the City;
- (3) Detoured vehicles. The operation of Restricted Vehicles upon any officially established detour in any case where such vehicle could lawfully be operated on the street for which such detour was established;
- (4) Governmental vehicles. The following non-exhaustive list of vehicles, whether government-owned or owned and/or operated by an entity engaged by a governmental unit, shall be permitted to use any City street while performing governmental functions or services:
- (A) School buses and school vehicles;
- (B) Solid waste trucks;
- (C) Insecticide truck sprayer.
- (d) Whenever a heavy vehicle route designated by this Ordinance is under repair, or otherwise temporarily out of use, the Police Chief is authorized to designate a temporary heavy vehicle route.

Sec. 30-64 Surety Bond

- (a) Surety bond. The operator of a Restricted Vehicle operating on a Project, as that term is defined herein, within the City must file a surety bond with the City. The bond shall be on a form provided by the City and shall be by a surety licensed to do business as such in Texas and acceptable to the City.
- (b) All Restricted Vehicles, as defined in this Ordinance, must be covered by a single bond covering the same vehicles. The amount of the bond shall be calculated as follows:
 - i. The lesser of a or b:
 - a. \$500,000 for the group or fleet of vehicles, or
 - b. The sum of i, ii, and iii:
 - i. \$100,000 for each vehicle of more than 80,000 pounds gross vehicle weight;
 - ii. \$50,000 for each vehicle of less than 80,000 pounds of gross vehicle weight, but still a Restricted Vehicle, as defined in this Ordinance; and
 - iii. \$15,000 for each ready-mixed concrete truck.
- (c) The bond must be kept in effect from issuance through at least one year after the date of the Project requiring the use of the Restricted Vehicle(s), or for such lesser time as the City Engineer may determine in writing, in his or her sole, good faith discretion. A reduction of the effective life of the bond shall never be implied, and may only be accomplished by a writing signed by the City Engineer and expressly, specifically stating that it shortens the effective life of the bond. However, nothing herein shall be construed to shorten the time for a claim or suit as stated herein or in the bond.
- (d) The surety bond must include a condition that the owners of the Project shall jointly and severally pay to the City any damage to a highway, road, or any other property or equipment of any nature of the City caused by any of the bonded vehicles. The City shall not be required to establish which bonded vehicle caused which damage or amount of damage; rather, all owners of the Project and all persons participating in any way in the operation, or participating in any way in cause of the operation, of any vehicle(s) covered by the bond shall be jointly and severally liable to the City for all damage caused by any of the bonded vehicles to any highway, road, equipment, or other property of the City of any nature whatsoever. This section shall not be construed to reduce any liability of any person under any other provision of this Ordinance or any other source.

Sec. 30-65. Enforcement

- (a) Verification of destination. Verification of pickups or deliveries shall be made by the vehicle operator, upon the request of any law enforcement officer for the City by presenting for inspection to the officer a shipping order, bill of lading, contract, or other instrument specifying the date, address and name of the company or individual requesting or directing the pickup or delivery.
- (b) Determining Vehicle Weight. For this Ordinance, the gross vehicle weight may be determined by the law enforcement officer from a visual inspection of the vehicle registration receipt which is required by Article 6701d-11, Section 5(a), Vernon's Annotated Texas Statutes, to be carried at all times on any such vehicle.
- (c) Violation/penalty. A violation of this ordinance shall be a class C misdemeanor punishable by fines not to exceed \$500.00 per offense.
- (d) Rebuttable Presumption. Any person operating a Restricted Vehicle on a street wherein Restricted Vehicles are prohibited as provided for herein shall be presumed to not be in compliance with this Ordinance. The presumption is rebuttable by applying one of the Exceptions set forth in Section 30-63 of this Ordinance.”

ARTICLE III.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Granite Shoals; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

ARTICLE IV.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

ARTICLE V.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety, and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Granite Shoals in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

ARTICLE VI.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Granite Shoals in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Granite Shoals.

ARTICLE VII.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the City of Granite Shoals, Texas. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

ARTICLE VII.

This Ordinance shall take effect immediately from and after its passage and publication as may be required by law.

ARTICLE IX.

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

PASSED AND APPROVED this ____ day of _____, 2026, at a regular meeting of the City Council of the City of Granite Shoals, Texas;

RON MUNOS, MAYOR

ATTEST:

DAWN WRIGHT, CITY SECRETARY

APPROVED AS TO FORM:

JOSHUA KATZ, CITY ATTORNEY