

**CITY OF LAGO VISTA, TEXAS**

**RESOLUTION NO. 22-1959**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGO VISTA AND THE LOWER COLORADO RIVER AUTHORITY (LCRA).**

**WHEREAS**, the City Council of the City of Lago Vista ("City Council") finds that the City has benefited from the use of outside resources and expertise to facilitate inspection of on-site sewer facilities (OSSFs), otherwise known as septic systems, that are installed on property within the City limits; and

**WHEREAS**, the LCRA has performed these services for the City of Lago Vista through a Memorandum of Understanding that was adopted in 2011; and

**WHEREAS**, the LCRA is requesting revision to the current MOU to change the automatic renewal periods from three years to one year; and

**WHEREAS**, the City Council finds that revision of the MOU with LCRA is reasonable, necessary, and proper for the good government of the City of Lago Vista.

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

**Section 1.** The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

**Section 2.** The City Council hereby adopts the Memorandum of Understanding attached to this Resolution as Exhibit "A".

**Section 3.** The meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.


**Section 4.** This Resolution is effective immediately upon passage.

**AND, IT IS SO RESOLVED.**

**PASSED AND APPROVED** this 20<sup>th</sup> day of October 2022.

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

ATTEST:

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



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

## Memorandum of Understanding

This Memorandum of Understanding ("Memorandum") is made and entered into \_\_\_\_\_, 2022 (the "Effective Date"), by and between the City of Lago Vista, Texas (the "City") and the Lower Colorado River Authority ("LCRA") for the purpose of facilitating the inspection of certain private on-site sewage facilities ("OSSFs").

### RECITALS

WHEREAS, LCRA is a conservation and reclamation district created pursuant to Article 16, Section 59 of the Texas Constitution and is charged with correcting and controlling the pollution of all ground and surface water of the Colorado River and its tributaries within the boundaries of the LCRA's district.

WHEREAS, LCRA has been designated as an authorized agent of the Texas Commission on Environmental Quality (TCEQ) for the permitting of OSSFs, pursuant to Texas Health and Safety Code Section 366.033 and Title 30 Texas Administrative Code Chapter 285.10.

WHEREAS, LCRA performs this responsibility in accordance with rules and standards for OSSFs as promulgated by the TCEQ pursuant to the Texas Health and Safety Code Chapter 366 and pursuant to the LCRA On-Site Sewage Facility Rules (LCRA OSSF Rules), approved by the TCEQ and effective on April 5, 2010.

WHEREAS, the City is a <sup>home rule</sup> ~~general law~~ municipality with certain governmental functions relating to the health and safety of its citizens.

WHEREAS, it is necessary and convenient for LCRA and the City to cooperate for the purpose of protecting water quality and public health assuring compliance with rules and regulations regarding OSSFs.

WHEREAS, LCRA and the City entered into that certain Interlocal Cooperation Agreement between the Lower Colorado River and the City of Lago Vista dated January 19, 1989 in which LCRA is designated as the authorized agent to provide inspection and licensing of private sewage system within the corporate limits of the City.

WHEREAS, the City passed a resolution on January 23, 1992, titled "A Resolution by the City Council of the City of Lago Vista, Texas Requesting the Texas Water Commission Designate LCRA as the Authorized Agent for the Regulation of On-Site Sewerage Facilities Within the Corporate Limits of Lago Vista, Texas" authorizing LCRA to act as the authorized agent within the corporate limits of the City.

WHEREAS the City and LCRA seek to update the terms and conditions of LCRA's role as the authorized agent for the City.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual benefits and covenants contained in this Memorandum, the City and LCRA hereby agree as follows:

**Sec. 1.01. Description of Services.** At the City's request, LCRA hereby agrees to inspect, issue permits for, and enforce OSSF rules and regulations with the City's corporate limits. LCRA shall administer the OSSF program through its own personnel.

**Sec. 1.02. Standards and Rules.** LCRA shall apply its order adopting rules for the inspection and permitting of OSSFs in accordance with the rules promulgated by the TCEQ or its successor agency.

**Sec. 1.03. Local Adoption of Standards and Rules.** The City hereby agrees that all local ordinances pertaining to OSSFs within its territorial jurisdiction shall be enacted and shall be consistent with the standards and rules referenced in Section 1.02 above. In the event that the standards or rules are amended or revised by LCRA, the City shall have the right of review, discussion, and commentary before said revisions or changes are applied to the City and/or incorporated into the City's ordinance.

**Sec. 1.04. Fees.** Inspection and permitting fees charged to applicants and permit holders shall be set by the LCRA at a level that covers the direct costs and overhead of administering the program described herein. The fee schedule may be amended from time to time, with notice provided to the City.

**Sec. 1.05. Term of the Memorandum.** This Memorandum will become effective the date provided in Section 1.15 below and shall remain in effect for a period of one (1) year. The Memorandum shall be renewed automatically in successive one-year periods unless Notice of Termination is given as described below.

**Sec. 1.06. Notice of Termination.** Either party hereto may terminate this Memorandum by delivering to the other party written notice of termination at least sixty (60) days in advance.

**Sec. 1.07. Independent Contractor.** LCRA shall act as an independent contractor to the City in performance of the services herein described and in no manner shall LCRA employees be construed as agents, servants, or employees of the City.

**Sec. 1.08. Force Majeure.** In the event that natural disasters or other exterior circumstances place unusual demands on LCRA's personnel such that the performance of the services described herein would impair LCRA's primary functions, said services may, at the option of LCRA, be temporarily suspended without liability to LCRA, until LCRA's personnel are able to resume the services of this Memorandum.

In the event of a Force Majeure condition, LCRA shall notify the designated representative of the City, as named in Section 1.10 below, promptly verbally and in writing.

**Sec. 1.09. Indemnity.** TO THE EXTENT PROVIDED BY LAW, THE CITY AGREES TO INDEMNIFY AND HOLD HARMLESS LCRA FROM ANY AND ALL CLAIMS INVOLVING QUESTIONS OF JURISDICTION, INSPECTION DISPUTES, ALLEGED TRESPASS, INQUIRY OF FEES CHARGED INSIDE AND OUTSIDE OF THE SAID SERVICE AREA, OR ANY OTHER PROCEDURAL ISSUES.

TO THE EXTENT PROVIDED BY LAW, LCRA AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY AND ALL CLAIMS RESULTING FROM TORTIOUS ACTIONS OF LCRA EMPLOYEES DURING THE PERFORMANCE OF THEIR DUTIES.

**Sec. 1.10. Notices.** Any written notices required under this Memorandum shall be delivered by certified mail to the respective party as follows:

City of Lago Vista  
Mayor Ed Tidwell  
5803 Thunderbird Street  
Lago Vista, Texas 78645

Lower Colorado River Authority  
William Dildine  
P.O. Box 220 Mailstop L106  
Austin, TX 78767

**Sec. 1.11. Cooperation of the Parties.** It is the intention of the parties that the details of providing services herein described shall be resolved in order that the interests of the individual citizens and the general public welfare are balanced and preserved.

**Sec. 1.12. Amendment of Memorandum.** Any substantial alteration, modification, or waiver shall be agreed to in writing and signed by both parties.

**Sec. 1.13. Partial Invalidity.** Any invalidity, illegality or unenforceability of any provision of this Memorandum in any jurisdiction will not invalidate or render illegal or unenforceable the remaining provisions hereof in such jurisdiction and will not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

**Sec. 1.14. Authorization.** The parties executing this Memorandum have been duly authorized to do so by the governing bodies of the parties.

**Sec. 1.15. Effective Date.** Executed as of the 20th day of October, 2022.

Lower Colorado River Authority

Signature: \_\_\_\_\_  
Monica Masters, P.E.  
VP, Water Resources

City of Lago Vista

Signature: Ed Tidwell  
Ed Tidwell, Mayor

Attest: Lucy Aldrich  
Lucy Aldrich, City Secretary

