

**NOTICE IS HEREBY GIVEN THAT  
THE CITY COUNCIL OF THE CITY OF LAKEWAY, TRAVIS COUNTY, TEXAS  
WILL MEET IN SPECIAL SESSION ON  
MONDAY, JULY 23, 2018, 6:30 P.M.  
LAKEWAY CITY HALL, 1102 LOHMANS CROSSING, LAKEWAY, TEXAS 78734**

**AGENDA**

- 1. Establish Quorum and Call to Order.**
- 2. Pledge of Allegiance.**
- 3. Consider approving an interlocal agreement** with the Capital Area Council of Governments for continuation and support of the CAPCOG Regional Air Quality Program.
  - Staff report by Assistant City Manager Julie Oakley.
  - Citizens participation.
  - Council discussion/action.
- 4. Work session: FY2019 Proposed Budget.**
  - Presentation by Steve Jones, City Manager.
  - Council discussion.

**CONSENT AGENDA: All items may be approved by one Council vote. Members of the Council may pull items from the consent agenda for discussion.**

- 5. Approve Resolution:** A resolution of the City of Lakeway appointing a member to the Board of Ethics.
- 6. Approve Resolution:** A resolution of the City of Lakeway appointing a member to the Heritage Commission.

**END CONSENT AGENDA**

- 7. Adjourn.**

Signed this the \_\_\_\_ day of July, 2018.

\_\_\_\_\_  
Sandra L. Cox, Mayor

All items are subject to action by the City Council, Pursuant to Ordinance No. 2001-10-29-1, Article VI.

The City Council may adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code including, but not limited to, 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), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code including, but not limited to, Section 321.3022 (Sales Tax Information).

Certification: I certify that the above notice of meeting was posted on the City of Lakeway Official Bulletin Board on the \_\_\_\_\_ day of July 2018 at \_\_\_\_\_ o'clock \_\_.m. Council approved agendas and action minutes are available on line at <http://www.lakeway-tx.gov/>. The City of Lakeway Council meetings are available to all persons regardless of ability. If you require special assistance, please contact Jo Ann Touchstone, City Secretary, at 314-7516 at least 48 hours in advance of the meeting.

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Jo Ann Touchstone, City Secretary

Item # 3

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**Julie Oakley, CPA**  
**Assistant City Manager**

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### **Staff Report**

**Meeting date:** July 23, 2018

**Agenda item:** Consider approving an interlocal agreement with the Capital Area Council of Governments (CAPCOG) for continuation and support of the CAPCOG Regional Air Quality Program.

**Background:** The Capital Area Council of Governments has operated an air quality program to coordinate regional air quality planning and perform air quality technical research, especially focusing on ground-level ozone pollution.

The program's planning efforts include coordinating development and implementation of voluntary regional air quality plans, providing technical assistance to organizations that participate in the air quality plans and conducting air quality education and outreach to reduce emissions and exposure to air pollution. Technical research efforts include air quality monitoring, emissions inventory development, data analysis, modeling, and pollution control strategy evaluation.

The region depends upon CAPCOG's air quality program and staff for emissions data, regulatory guidance and information on air quality.

Previously the program's primary source of funding was through grants from the Texas Commission on Environmental Quality. That funding was vetoed by the Governor of Texas on June 12, 2017 for the fiscal years 2018 and 2019 for all near-nonattainment air quality areas of the state. In response to that action, the 22 local governments that are members of the Clean Air Coalition contributed the needed funding to maintain the core of the program. The City of Lakeway's contribution was \$1,673 for fiscal year 2018.

Andrew Hoekzema, Director of Regional Services, Capital Area Council of Governments is scheduled to be in attendance to answer any questions regarding the Regional Air Quality Program.

**Fiscal Impact:** Approval of the agreement would obligate the city to include \$1,673 in the fiscal year 2019 budget. CAPCOG is also requesting an additional \$874 in funds over the prior year amount in order to help maintain current service levels.

**Enclosure(s):** Copy of the proposed Interlocal Agreement with CAPCOG, Funding request letter from CAPCOG which includes a scope of work

**INTERLOCAL AGREEMENT  
BETWEEN THE CAPITAL AREA COUNCIL OF GOVERNMENTS AND  
CITY OF LAKEWAY  
FOR CONTINUATION AND SUPPORT OF THE CAPCOG REGIONAL AIR QUALITY  
PROGRAM**

This Agreement is by and among the City of Lakeway and the Capital Area Council of Governments (CAPCOG) (also referred to as the “Parties” or a “Party”).

**RECITALS**

**Whereas**, the Capital Area Council of Governments has operated an Air Quality Program to coordinate regional air quality planning and perform air quality technical research, especially focusing on ground-level ozone (O<sub>3</sub>) pollution;

**Whereas**, the CAPCOG Air Quality Program's planning efforts include coordinating development and implementation of voluntary regional air quality plans, providing technical assistance to organizations that participate in the air quality plans, administering regional pollution reduction grants and conducting air quality education and outreach to reduce emissions and exposure to air pollution. Technical research efforts include air quality monitoring, emissions inventory development, data analysis, modeling, and pollution control strategy evaluation;

**Whereas**, through 2017, the primary source of funding for CAPCOG's Air Quality Program was a recurring state grant from the Texas Commission on Environmental Quality (TCEQ) to ten “near-nonattainment” metro areas across the state, but funding for state fiscal years 2018 and 2019 was vetoed by the Governor of Texas on June 12, 2017;

**Whereas**, the Central Texas region depends upon CAPCOG's Air Quality Program for emissions data, regulatory guidance and information on air quality;

**Whereas**, Central Texas's 2017 O<sub>3</sub> “design value” was 69 parts per billion (ppb), just 1% below the 70 ppb maximum allowable level under the National Ambient Air Quality Standard (NAAQS) for ground-level O<sub>3</sub>, leaving the region vulnerable to negative economic and regulatory consequences of non-compliance with the O<sub>3</sub> NAAQS;

**Whereas**, Central Texas experienced seven (7) days in 2017 when air pollution levels were considered “Unhealthy for Sensitive Groups” and an additional 110 days when air pollution levels were considered “Moderate,” leaving the region's residents and communities vulnerable to negative health impacts from air pollution; and

**Whereas**, Without CAPCOG's regional air quality program, Central Texas would be totally dependent on TCEQ and EPA to address the region's air quality issues or would need to field separate air quality programs in each individual jurisdiction.

## **AGREEMENT**

### **Section 1. Purpose**

This Agreement authorizes the City of Lakeway to support the continuation of CAPCOG's regional air quality program as part of a joint effort among members of the Clean Air Coalition to enable CAPCOG to maintain its core planning, data collection, technical analysis, and outreach capabilities through 2019.

### **Section 2. CAPCOG's Responsibilities**

CAPCOG agrees to continue to conduct regional Air Quality planning and program management; air quality monitoring; air quality data analysis, technical assistance for implementing air quality improvement projects, air quality outreach and education, and other core air quality program staff operations as guided by the Central Texas Clean Air Coalition and authorized by the CAPCOG Executive Committee, details of which are attached hereto as Exhibit A and incorporated into this Agreement. Since this project is being funded in conjunction with several other organizations, deliverables will be considered "final" unless the City of Lakeway or another organization providing funding objects within five (5) business days of submission.

CAPCOG agrees to maintain fund accounting and financial systems for the Air Quality program so as to provide continued tracking of funds, whether grant or local contributions, and as required by law and policies of CAPCOG.

CAPCOG agrees to maintain and make available data collected and reporting developed as related to the use of these funds in air quality activities.

CAPCOG agrees to maintain and staff the Clean Air Coalition for the full extent of this agreement or as long as funding allows, whichever comes first, in order to guide the work program and to receive regular reporting on behalf of the jurisdictions participating in the air quality program.

### **Section 3. City of Lakeway's Responsibilities.**

The City of Lakeway agrees to contribute an amount of \_\_\_\_\_ in support of continued staff and activities within the CAPCOG Air Quality Program, details of which are attached hereto as Exhibit A and incorporated into this Agreement. The City of Lakeway recognizes that this amount will only represent a portion of the funding that CAPCOG will need to carry out the work in Exhibit A, and represents a pro-rata contribution to carrying this effort out, but that full performance of all tasks is dependent upon other organizations providing similar contributions on a pro-rata basis.

### **Section 4. Agreement Term**

The term of this Agreement commences on the date the signed agreement is returned to CAPCOG and continuing until December 31, 2019, unless sooner terminated due to lack of funds.

#### **Section 5. Termination**

The City of Lakeway acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may terminate this contract in whole or part if CAPCOG learns that funds to pay for the goods or services will not be available at the time of delivery of performance.

CAPCOG terminates this contract for unavailability of funds by giving the City of Lakeway notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date. Notwithstanding any provision to the contrary, if CAPCOG terminates this contract for unavailability of funds, CAPCOG will return a pro-rata balance (based on the jurisdiction's July 1, 2016, population, as estimated by the U.S. Census Bureau) to the City of Lakeway within 30 days after the notice date, less the value of any deliverables submitted by the notice date.

#### **Section 6. Limitation of Liability and Governmental Immunity**

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

#### **Section 7. Force Majeure**

The City of Lakeway agrees to waive any duty CAPCOG owes the City of Lakeway by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of CAPCOG to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of CAPCOG such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of CAPCOG. Circumstances included above, by way of example only, are:

**Comment [CC1]:** The provisions following this new heading are actually standard boilerplate force majeure clauses, which basically forgive one party from performing if circumstances beyond their reasonable foreseeability and control occur. It is not a limitation of liability, and is not an immunity defense issues. So I added a section for it, and renumbered below, as you see.

- (i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;
- (ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;
- (iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;
- (iv) the inability of CAPCOG and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;
- (v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAPCOG hereunder;
- (vi) strikes, work stoppages, or labor disputes affecting CAPCOG and any subcontractor (excluding material suppliers) of CAPCOG;
- (vii) with respect to CAPCOG, damage to the Facilities caused by third parties not related to or under the control of the CAPCOG, including, but not limited to, contractors and subcontractors for the CAPCOG; and,
- (viii) the failure of any CAPCOG subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAPCOG directly, and the CAPCOG is not able after exercising all reasonable efforts to timely obtain substitutes

#### **Section 8. Notice**

All notices sent pursuant to this Agreement shall, at a minimum, be sent by e-mail. Copies of notices may also be hand-delivered or sent by U.S. mail. E-mail notice shall be deemed effective within 1 business day of submission of the e-mail or upon receipt of an e-mail notice documenting receipt of the e-mail, whichever is first. When notices are hand-delivered, it will be deemed effective upon receipt. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to the other Party.

Notice will be provided to the following persons or their successors:

City of Lakeway  
Steve Jones  
City Manager  
stevejones@lakeway-tx.gov  
1102 Lohmans Crossing  
Lakeway, Texas 78734

CAPCOG: Betty Voights  
Executive Director  
bvoights@capcog.org  
6800 Burleson Road, Building 310, Suite 165  
Austin, Texas 78744

Each party may designate a primary point of contact for this agreement. Primary points of contact are authorized to submit and accept deliverables and invoices, change deadlines or deliverables in Exhibit A upon mutual agreement, and otherwise ensure each party's obligations are carried out. The primary point of contract for this agreement are listed below:

City of Lakeway  
Julie Oakley  
Assistant City Manager  
julieoakley@lakeway-tx.gov  
(512) 314-7500  
1102 Lohmans Crossing  
Lakeway, Texas 78734

CAPCOG: Andrew Hoekzema  
Director of Regional Services  
ahoekzema@capcog.org  
(512) 916-6043  
6800 Burleson Road, Building 310, Suite 165  
Austin, Texas 78744

### **Section 9. Miscellaneous**

This Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party's monetary obligations, if any, are for the performance of governmental functions or services and are payable only from the

current revenues appropriated and available for the performance of those functions or services.

**Comment [CC2]:** I moved this from the beginning because it was out of place up there, following all the Whereas clauses but before the Agreement begins. This is a better place to put it, as the second sentence of this section is a requirement of the Act. So I think it should be in the Agreement portion of the contract.

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the Party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she:

- A. Has actual authority to execute this contract on behalf of the governing body identified as the Public Agency in this agreement and;
- B. Verifies that the governing body, by either minute order, resolution or ordinance authorized and approved this agreement as required by Texas Government Code section 791.011(d)(1).

**Comment [CC3]:** The specific provision in the Interlocal Cooperation Act actually says that the governing body must authorize the contract, so I like to affirmatively state that they did authorize it, not just approved it. You might want to make sure the motion to approve this reflects that the Council is both authorizing and approving the contract, so the minutes reflect that. I also added the specific citation to that particular provision, as opposed to just a general citation to the entire Act.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by both Parties.

This Agreement is executed in duplicate originals.

Capital Area Council of Governments

By: \_\_\_\_\_  
Betty Voights  
Executive Director

Date: \_\_\_\_\_

City of Lakeway

By: \_\_\_\_\_  
Sandra L. Cox  
Mayor

Date: \_\_\_\_\_

**EXHIBIT A: March 2, 2018, Letter from Andrew Hoekzema to [Mayor/County Judge]**



## Capital Area Council of Governments

6800 Burleson Road, Building 310, Suite 165, Austin, Texas 78744

(p) 512-916-6000 (f) 512-916-6001

[www.capcog.org](http://www.capcog.org)

March 2, 2018

The Honorable Joe Bain  
City of Lakeway Mayor  
1102 Lohmans Crossing  
Lakeway, TX 78734

Re: Fiscal Year 2019 Air Quality Program Funding Request

Dear Mayor Bain:

Local governments in the Austin-Round Rock metro area have long demonstrated their commitment to clean air and ensuring that the region remains in compliance with federal air quality regulations. As of the end of 2017, air pollution levels in the metro area are just 1% below federal standards, which underscores the importance of maintaining a high-quality regional air quality program to help ensure that we can remain in compliance with these standards. This is important for public health, for the region's economic competitiveness, and allowing the region to efficiently conduct transportation planning.

For the previous twenty years, the Austin-Round Rock Metro area's air quality program was primarily funded by a state planning grant that was awarded to CAPCOG. The \$1.25 million in state air quality funding for fiscal years 2018 and 2019 that the Legislature had approved for CAPCOG was vetoed by the Governor in June 2017, and in response, the 22 local governments that are members of the Clean Air Coalition stepped up to the challenge by contributing \$287,000 to CAPCOG's air quality program. Combined with about \$150,000 that CAPCOG was able to carry forward from our 2016-2017 air quality grant, CAPCOG was able to maintain some of our core staff functions and continue conducting regional air quality monitoring in 2018.

Since CAPCOG lost two years' worth of state funding, CAPCOG is now requesting that your jurisdiction again contribute at least \$1,673, the same pro-rata share of the \$287,000 that CAC members contributed to CAPCOG's program in 2017 and FY 2018. This funding will enable us to: a) complete work on a new air quality plan due at the end of 2018, b) prepare a 2018 air quality report tracking the region's air quality progress, c) continue providing staff support to the CAC and maintain the [www.AirCentralTexas.org](http://www.AirCentralTexas.org) website and social media accounts through September 2019, and d) to conduct regional ozone monitoring at six-eight sites in 2019 to supplement TCEQ's two sites in Travis County.

Due to the unavailability of state funding for FY 2019 to supplemental local funding, the \$287,000 raised from local governments for FY 2018 would not be sufficient to maintain the same level of service CAPCOG's air quality program is currently providing. Therefore, we also request that your jurisdiction consider contributing additional \$874 in funds in order to help CAPCOG maintain current service levels. This additional amount is your jurisdiction's

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City of Cedar Park

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Bastrop County

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Judge Ken Schawe  
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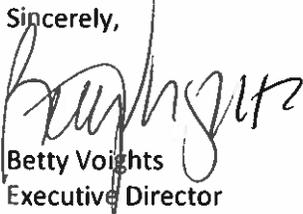
Mayor Lew White  
City of Lockhart

Representative Paul Workman  
Texas House

pro-rata share of the \$150,000 is not receiving from the state in FY 2019. These additional funds would enable CAPCOG to: a) conduct an analysis of the 2018 air monitoring data, b) conduct an analysis of new emissions data that will be available from TCEQ and EPA for the region, c) provide technical assistance to CAC members in implementing emission reduction measures, d) conduct an analysis of the emission reductions from local emission reduction measures, and e) conduct additional outreach activities and advertising. These activities are important to ensuring that the region can continue to stay ahead of the curve in understanding and managing the region's air quality and remaining in compliance with federal regulations.

The enclosed funding table and scope of work outline the basis for each jurisdiction's funding request and how the funding would be used. If your staff could please let us know by May 1, 2018, whether your jurisdiction plans to include this request in your FY 2019 budget, we would appreciate it – this will help CAPCOG develop our own budget and staffing plan for FY 2019. Thank you again for your support for CAPCOG's air quality program.

Sincerely,

A handwritten signature in black ink, appearing to read "Betty Voights", is written over the typed name and title.

Betty Voights  
Executive Director

Enclosures:

Attachment A: CAPCOG Air Quality FY 19 Funding Request Summary

Attachment B: CAPCOG Air Quality FY 19 Scope of Work

# Attachment A: CAPCOG Air Quality FY 19 Funding Request Summary

CAPCOG's FY 2019 funding request is based on a continuation of the local funding requests that CAPCOG made in July 2017 to each CAC jurisdiction (FY 2019 Base Level) plus a supplemental funding request that would make up for the \$150,000.00 in state funding that CAPCOG was able to carry forward from its FY 2016-2017 in order to fund its 2018 operations. Similar to CAPCOG's membership dues formula, the per-capita rates for counties are half of the rates for cities to reflect differences in the resource base for cities and counties.

County:

- Base Level Rate: \$0.057129 per capita,
- Supplemental Rate: \$0.029858 per capita

City:

- Base Level Rate: \$0.114258 per capita
- Supplemental Rate: \$0.059717 per capita

Jurisdiction	2016 Population	FY 2019 Base Level	FY 2019 Supplemental	FY 2019 Total Base + Supplemental
<b>Bastrop County</b>	82,733	\$4,726	\$2,470	\$7,197
<b>Caldwell County</b>	41,161	\$2,351	\$1,229	\$3,580
<b>Hays County</b>	204,470	\$11,681	\$6,105	\$17,786
<b>Travis County</b>	1,199,323	\$68,516	\$35,810	\$104,326
<b>Williamson County</b>	528,718	\$30,205	\$15,787	\$45,992
<b>City of Austin</b>	947,890	\$108,304	\$56,605	\$164,909
<b>City of Bastrop</b>	8,519	\$973	\$509	\$1,482
<b>City of Bee Cave</b>	6,535	\$747	\$390	\$1,137
<b>City of Buda</b>	15,023	\$1,717	\$897	\$2,614
<b>City of Cedar Park</b>	68,918	\$7,874	\$4,116	\$11,990
<b>City of Elgin</b>	9,323	\$1,065	\$557	\$1,622
<b>City of Georgetown</b>	67,140	\$7,671	\$4,009	\$11,681
<b>City of Hutto</b>	23,832	\$2,723	\$1,423	\$4,146
<b>City of Lakeway</b>	14,641	\$1,673	\$874	\$2,547
<b>City of Leander</b>	42,761	\$4,886	\$2,554	\$7,439
<b>City of Lockhart</b>	13,527	\$1,546	\$808	\$2,353
<b>City of Luling</b>	5,878	\$672	\$351	\$1,023
<b>City of Pflugerville</b>	59,245	\$6,769	\$3,538	\$10,307
<b>City of Round Rock</b>	120,892	\$13,813	\$7,219	\$21,032
<b>City of San Marcos</b>	61,980	\$7,082	\$3,701	\$10,783
<b>City of Sunset Valley</b>	696	\$80	\$42	\$121
<b>City of Taylor</b>	16,857	\$1,926	\$1,007	\$2,933
<b>TOTAL</b>	<b>2,056,405</b>	<b>\$287,000</b>	<b>\$150,000</b>	<b>\$437,000</b>

# Attachment B: CAPCOG Air Quality FY 19

## Scope of Work

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CAPCOG's Air Quality FY 2019 scope of work is intended to: 1) continue providing support for activities that help reduce ozone-forming emissions within the region, and 2) continue to collect ozone monitoring data throughout the region in order to supplement TCEQ's two regulatory ozone monitors in Travis County. This will be achieved by: 1) maintaining core CAPCOG staff activities required to sustain the region's air quality program, and 2) maintaining CAPCOG's regional ozone monitoring capabilities. In many cases, the tasks identified in this scope of work directly tie back to work that CAPCOG had planned to conduct using state funding during the 2018-2019 biennium. CAPCOG has prioritized these tasks based on the results of a stakeholder survey conducted in January 2019.

CAPCOG has organized this scope of work in order to identify tasks that could be completed if CAPCOG received the same \$287,000 in local funding provided by CAC members in 2018, and supplemental tasks that could be completed if local governments provided the additional \$150,000 in funding that CAPCOG would need to maintain the same level of air quality services as it provided in 2018 (to replace the remaining 2016-2017 grant funding that had been carried forward to 2018). This scope of work anticipates a start date of October 1, 2018, and an end date of December 31, 2019. This would cover various staff work between October 1, 2018, and September 30, 2019, and monitoring during the 2019 ozone season, March through November 2019. Since the funding provided by local governments for 2017 and 2018 was only intended to cover staff work up through September 30, 2018, and ozone monitoring through the end of the 2018 ozone season, there is no overlap in the work that will be completed under the FY 2018 funding and FY 2019 funding.

"Base" funding of up to \$287,000 would cover the following tasks, in priority order:

1. Finalization of a New Regional Air Quality Plan
2. Clean Air Coalition Meetings
3. Clean Air Coalition Advisory Committee Meetings
4. Monthly Air Quality Newsletter
5. Basic Outreach Activities
6. Annual Air Quality Report
7. 2019 Ozone Monitoring

"Supplemental" funding up to \$150,000 would cover the following tasks, in priority order:

1. Analysis of 2018 Air Monitoring Data
2. Analysis of 2017 National Emissions Inventory Data
3. Technical Assistance to CAC Members
4. Analysis of Local Emission Reductions
5. Additional Staff Outreach Activities and Air Quality Advertising

CAPCOG has prepared this scope of work based input from the CAC, but please note that at this stage, this scope of work and prioritization is flexible and, with any additional input from local officials and the CAC, we can make adjustments and re-prioritize these activities if necessary. In order to ensure that the same scope of work is used for all CAC members, CAPCOG expects to finalize the proposed scope of work at either the May or August Clean Air Coalition meetings.

## **Base Funding Tasks (up to \$287,000)**

### ***Task 1: Finalization of New Regional Air Quality Plan***

This task involves staff work involved in the completion of a new voluntary regional air quality plan covering 1/1/2019 – 12/31/2023. This work will include a continuation of any work completed prior to 9/30/2018 on this project up through when the new plan is finalized. Within this timeframe, CAPCOG expects this work to include the following activities:

- Coordinating CAC member resolutions and letters committing to participate in the plan;
- Drafting the text of the plan to present to the Clean Air Coalition Advisory Committee for review and comment ahead of the November 2018 CAC meeting;
- Incorporating feedback from the CACAC and any members of the public into the draft plan prior to the November 2018 CAC meeting;
- Incorporating any final feedback from the CAC into the final version of the plan; and
- Distributing copies of the plan to CAC members, the TCEQ, and EPA.

### ***Task 2: Clean Air Coalition Support***

This task involves ongoing staff support for the Central Texas Clean Air Coalition (CAC), the region's umbrella organization for air quality work coordinated among cities, counties, and other regional stakeholders, including private industry. This staff support includes research, analysis, and coordination of all air quality-related functions of the CAC. CAPCOG will host at least four Clean Air Coalition meetings between October 1, 2018, and September 30, 2019, under this task.

### ***Task 3: Clean Air Coalition Advisory Committee Support***

This task involves ongoing staff support for the CAC Advisory Committee, which provides policy and technical advice to the CAC. Under this task, CAPCOG will host at least four CAC Advisory meetings between October 1, 2018, and September 30, 2019. The CAC Advisory Committee's input remains an important tool for enabling the CAC to have well-informed technical and policy advice on air quality.

### ***Task 4: Monthly Air Quality Newsletter***

This task involves the preparation and dissemination of a monthly air quality newsletter to provide CAC representatives, CAC Advisory Committee representatives, and other stakeholders. This newsletter will include:

- Updates on air quality monitoring data from the prior month;
- Updates on state and federal regulatory action, legislation, and court cases relevant to air quality;
- Updates on funding and training opportunities relevant to air quality; and
- Information on upcoming meetings and other regional air quality activities.

All 20 CAC representatives, 44 CAC Advisory Committee representatives, and over a dozen other stakeholders currently rely on these newsletters for such information, and continuation of this activity would ensure that these updates can continue between CAC and CACAC meetings. This is particularly

important when there are time-sensitive issues such as grant opportunities or opportunities to comment on pending rules and regulations or opportunities to participate in outreach activities.

### ***Task 5: Basic Outreach and Education Activities***

This task involves basic direct air quality outreach and education activities carried out by CAPCOG between October 1, 2018 and September 30, 2019. This would involve maintaining the AirCentralTexas.org website, maintaining AirCentralTexas.org social media accounts and staffing at least one air quality outreach event in each county. These activities are important to providing basic air quality information to residents of Central Texas.

### ***Task 6: Annual Air Quality Report***

This task involves preparing CAPCOG's annual air quality report, which summarizes the region's air quality data from the previous year, the status of the implementation of the emission reductions within the region, and other information relevant to tracking the region's progress in implementing the regional air quality plan. This report provides an important tool for documenting the region's efforts to EPA and TCEQ, and to provide accountability among CAC members on implementation of commitments.

### ***Task 7: 2019 Ozone Season Monitoring***

Under this task, CAPCOG will operate ozone and meteorological monitoring at continuous air monitoring stations (CAMS) throughout the region during the region's 2019 ozone season (March 1, 2019 – November 30, 2019). Based on a 2019-2023 monitoring plan approved by the CAC, CAPCOG will conduct monitoring at approximately 6-8 stations within the CAPCOG region. This monitoring is particularly important for Bastrop, Caldwell, Hays, and Williamson Counties, since TCEQ doesn't operate any ozone monitors in these counties. Activities funded under this task will include:

- Relocation of any monitoring equipment if recommended in the 2019-2023 monitoring plan;
- Preventative maintenance activities;
- Regular equipment calibrations;
- Equipment rental/replacement costs;
- Incidental equipment repair costs and supply costs;
- Utilities;
- Licenses to use TCEQ's LEADS data system to host and display monitoring data;
- Data validation activities; and
- Monthly reports from CAPCOG's contractor describing activities completed in the prior month.

Following the end of the 2019 ozone season, CAPCOG will prepare a year-end monitoring report summarizing the monitoring activities completed during the 2019 ozone season, completeness statistics, accuracy statistics, and a year-end equipment inventory. CAPCOG's goal is to ensure the collection and validation of at least 75% of all possible hourly ozone, wind speed, wind direction, temperature, and humidity measurements each month during the 2019 ozone season at each monitoring station, and for ozone measurements to remain within 7% of reference measurements during monthly calibrations. These performance goals are consistent with EPA's most recent ambient air monitoring guidance for ozone monitoring.

## **Supplemental Funding Tasks (up to \$150,000)**

### ***Task 8: Analysis of 2018 Air Monitoring Data***

Under this task, CAPCOG will perform an analysis of the air pollution and meteorological data collected in 2018 and compare these data to data collected in previous years. This will help identify the conditions that were most likely to lead to high air pollution levels during 2018, whether these conditions were more or less likely to occur in 2018 compared to prior years, and whether there were any specific emissions-related or meteorological-related explanations for any deviations from what has been typical for the previous several years. This analysis will help provide a better understanding of the extent to which local emission reduction efforts impacted ambient ozone concentrations. CAPCOG will initiate this project following TCEQ's certification of its 2018 air monitoring data, which is due to EPA by May 1, 2019.

### ***Task 9: Analysis of 2017 National Emissions Inventory Data***

Under this task, CAPCOG will analyze any data TCEQ and EPA provide for the 2017 National Emissions Inventory (NEI) for its implications for regional air quality planning in the Austin-Round Rock MSA. Federal regulations require states to provide data every three years to develop an NEI, and the data for the 2017 NEI will be due to EPA by January 31, 2019. In 2016, CAPCOG performed a similar analysis for the data used for the 2014 NEI. This project will involve:

- Summarizing annual emissions totals by pollutant for each county in the CAPCOG region;
- Summarizing annual emissions totals by source for the CAPCOG region;
- Summarizing any trends in emissions within the region, across the state, and across the country;
- Identifying sources of emissions contributing the most to high ambient air pollution levels within the region when they occur; and
- Explaining the basis for the TCEQ and EPA emissions estimates and identifying any significant uncertainties or opportunities for improvement.

This analysis can be used to help the region better target its emission reduction strategies in order to achieve its goals.

### ***Task 10: Technical Assistance to CAC Members to Implement Emission Reduction Measures***

Under this task, CAPCOG will provide technical assistance to CAC members to implement emission reductions identified in the region's 2019-2023 air quality plan. This includes identifying best practices for implementing emission reduction commitments that an organization has made, analyzing operational data provided by an organization, identifying opportunities to maximize emission reductions, and assisting organizations with securing the funding and training needed to implement emission reduction measures. CAPCOG will plan on providing approximately 350 – 450 hours of technical assistance under this task. This work could also include implementation of any measures that are regional in scope that CAPCOG would be tasked with implementing. CAPCOG would prioritize these activities in such a way as to maximize the potential emission reductions that these efforts would achieve.

***Task 11: Quantification of Local Emission Reductions and Ozone Impacts***

This task involves quantification of emission reduction measures implemented by CAC members. This will involve estimation of NO<sub>x</sub> emission reductions and other co-pollutant impacts of emission reduction measures identified in the annual air quality report based on operational data provided by CAC members. At a minimum, CAPCOG expects that this will include an assessment of:

- Commute solutions-related emission reductions;
- Fleet emission reduction measures; and
- Energy efficiency and renewable energy measures.

These efforts will help CAPCOG and local partners assess whether these measures are achieving the emission reductions intended and identifying opportunities for improvement.

***Task 12: Additional Staff Outreach Activities and Air Quality Advertising***

This task involves more extensive air quality outreach and education activities carried out by CAPCOG between October 1, 2018 and September 30, 2019, beyond what is described under Task 5, in order to increase the emission reductions that can be achieved by changing behavior among the public and organizations with large numbers of employees or members. At a minimum, this additional outreach would involve: 1) staffing at least an additional five outreach events within the region, 2) reaching out to and meeting with at least one large employer or other organization (>100 employees or members) each month to promote activities that can improve air quality or otherwise reduce the exposure of vulnerable populations to high levels of air pollution when it occur, 3) targeted institutional outreach to the media, health care professionals, educators, etc. to encourage reporting of the air quality index and air quality forecasts; and 4) purchasing advertising and educational supplies (approximately \$30,000 - \$50,000 total) to maintain high levels of air quality awareness and motivate members of the public to take action to reduce emissions; and 5) distribution a public-facing air quality outreach newsletter. CAPCOG will use an Outreach and Education subcommittee of the CAC Advisory Committee to help guide these activities. This will also involve recruitment of additional CAC members, with a goal of recruiting at least one additional CAC member by the end of FY 2019. Money spent on this task could also be leveraged as a local match for federal Commute Solutions funding, if necessary.

## Task, Deliverable, and Performance Metric Summary

The following table identifies the deliverables, due dates, performance metrics, and performance targets for each task. In the event that an interlocal agreement starts after a deliverable due, the scope of work for that agreement would only include tasks that had not yet been completed, but would not affect the amount of funding that would be needed from the jurisdiction in order to complete the entire scope of work.

Table 1. Work Plan Task and Deliverable Summary

Task Number	Deliverable	Due Date	Performance Metric	Performance Target
1	New Regional Air Quality Plan	12/31/2018	On-Time Completion of Task	Completion of Task by 12/31/2018
2	Clean Air Coalition Meeting Minutes	30 days after meetings	Number of CAC Meetings	4
3	Clean Air Coalition Advisory Committee Minutes	30 days after meetings	Number of CACAC Meetings	4
4	Monthly Air Quality Newsletters	By the end of each month	Number of newsletters	12
5	Quarterly Reports on Basic Outreach Activities Completed	Within 10 business days of the end of each quarter	a) Number of unique visitors to Air Central Texas site b) number of social media posts, and c) number of events staffed in each county	a) 2,500 b) 100, and c) 1
6	2018 Air Quality Report	7/31/2018	Number of organizations reporting	20
7	Monthly Monitoring Reports	Within 10 business days of the end of each quarter	a) number of quality-assured hours of ozone monitoring data b) accuracy of ozone monitoring data	a) 28,944 (75% of all possible hours between 3/1 – 11/30 at six locations), and b) deviation of no more than +/- 7%

Attachment B: CAPCOG Air Quality FY 2019 Scope of Work

<b>Task Number</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>Performance Metric</b>	<b>Performance Target</b>
<b>8</b>	2018 Air Monitoring Data Analysis Report	August 31, 2019	Number of 2018 hourly ozone and meteorological data points analyzed	241,200 (75% of all possible hourly values at 10 stations for five parameters)
<b>9</b>	2017 National Emissions Inventory Analysis Report	September 30, 2019	2017 NO <sub>x</sub> Emissions Estimates Analyzed	1,610 (distinct NO <sub>x</sub> emissions estimates for the 10-county CAPCOG region at the SCC-7 level)
<b>10</b>	Report on Technical Assistance Provided to CAC members	October 31, 2019	Hours of technical assistance provided	350
<b>11</b>	Quantification of Local Emission Reductions	September 30, 2019	NO <sub>x</sub> emission reductions quantified	At least 2 tons per day
<b>12</b>	Quarterly Reports on Additional Outreach Activities Completed	Within 10 business days of the end of each quarter	a) Number of additional outreach events; b) number of meetings with large organizations, c) number of meteorologists reached, and d) advertising gross impressions	a) 5, b) 12, c) 3, and d) 2 million

Item # 5

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**Resolution No. 2018-07-23-01**

**A RESOLUTION OF THE CITY OF LAKEWAY, TEXAS  
APPOINTING MEMBERS TO THE  
BOARD OF ETHICS**

WHEREAS, the City Charter of the City of Lakeway, Article VII, Section 7.05 creates the Board of Ethics; and

WHEREAS, Section 7.05 provides that the mayor and each councilmember to choose each member of the Board of Ethics; and

WHEREAS, there is a vacancy on the Board of Ethics; and

WHEREAS, Danielle Taylor has been nominated to become member of the City of Lakeway's Board of Ethics; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKEWAY, TEXAS:

That the below named person is hereby appointed as a member of the Board of Ethics for a term coinciding with the term of the appointing councilmember, and shall continue until a successor is appointed, unless otherwise determined by the City Council:

Danielle Taylor, appointed by Sandy Cox

All provisions of any Resolution of the City of Lakeway in conflict with the provisions of this Resolution are hereby repealed. All provisions of any Resolution of the City of Lakeway not in conflict with this Resolution shall remain in full force and effect.

PASSED AND APPROVED this 23<sup>rd</sup> day of July, 2018.

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Sandra L. Cox, Mayor

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Jo Ann Touchstone, City Secretary

Item # 6

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**Resolution No. 2018-07-23-02**

**A RESOLUTION OF THE CITY OF LAKEWAY, TEXAS  
APPOINTING MEMBERS TO THE  
HERITAGE COMMISSION**

WHEREAS, Chapter 2, Article 2.03, Section 2.03.061 of the Lakeway City Code creates the Heritage Commission; and

WHEREAS, Chapter 2, Article 2.03, Section 2.03.061 of the Lakeway City Code provides members are to be nominated by the mayor and confirmed by the city council in accordance with the requirements established in the city's charter; and

WHEREAS, Chapter 2, Article 2.03, Section 2.03.061 of the Lakeway City Code states the mayor in consultation with the council liaison for this commission shall designate a member to serve in the capacity of chair.

WHEREAS, there is a vacancy on the Heritage Commission; and

WHEREAS, Vicki Taylor has been nominated to become member of the City of Lakeway's Heritage Commission and serve as Chair; NOW THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKEWAY, TEXAS:**

That the below named person is hereby appointed as a member of the Heritage Commission for a term of office that shall run concurrently with the term of the mayor, and shall continue until a successor is appointed, unless otherwise determined by the City Council:

Vicki Taylor, Chair

All provisions of any Resolution of the City of Lakeway in conflict with the provisions of this Resolution are hereby repealed. All provisions of any Resolution of the City of Lakeway not in conflict with this Resolution shall remain in full force and effect.

PASSED AND APPROVED this 23<sup>rd</sup> day of July, 2018.

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Sandra L. Cox, Mayor

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Jo Ann Touchstone, City Secretary