



## TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT 17

3812 ECK LANE • AUSTIN, TEXAS 78734 PHONE (512) 266-1111 • FAX (512) 266-2790

## New Dock or Dock Expansion Procedures

- 1. Applicant receives Policy packet, fills out LICENSE AGREEMENT form and submits the completed form to the District. The submittal must include:
  - One set of PLANS for the proposed DOCK including all plumbing and electrical;
  - Documentation of the appropriate amount of LIABILITY INSURANCE; and
  - Required FEES.
- 2. District grants Temporary Permit and notifies applicant, within three business days, to proceed with construction/installation/expansion.

## **DOCKS WITHOUT PLUMBING**

- 3. Construction/installation/expansion work to be done by Applicant. Applicant should notify WCID 17 upon completion. (512) 266-1111, extension 15.
- 4. WCID 17 inspects and approves Dock. Any outstanding fees must be paid prior to license being issued.
- 5. WCID 17 executes LICENSE AGREEMENT and issues LICENSE plaque to be posted on Dock as specified in the District Policy, 7.7.5.2.e.

## **DOCKS WITH PLUMBING**

- 3. If plumbing fixtures are being installed or added which use potable water, licensed plumber will pull permit (no permit fee) before construction of any plumbing and follow District guidelines for plumbing.
- 4. Construction/installation/expansion work to be done by Applicant. Applicant should notify TPQI (Plumbing Inspector) at (512) 734-2680 for plumbing inspections.
- 5. Plumbing Inspector inspects and passes plumbing.
- 6. Applicant should notify WCID 17 upon completion for WCID 17 final Dock inspection at (512) 266-1111, extension 15.
- 7. WCID 17 inspects and approves Dock. Any outstanding fees must be paid prior to license being issued.
- 8. WCID 17 executes LICENSE AGREEMENT and issues LICENSE plaque to be posted on Dock as specified in the District Policy, 7.7.5.2.e.

# TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 17

Mission Statement Bylaws Code of Ethics & Values/Ethics Policy Service Rules & Policies

The following segment is from page 167 of the of the Travis County Water Control & Improvement District No. 17 Policies adopted October 21, 2010 by the Board of Directors

#### 7.7.5 <u>Real Property</u>

#### 7.7.5.1 General

Property of the District may be made available for leasing if the property is not being used and Board of Directors deems the lease to be a good use of the property and beneficial to the District. Funds received from rentals, leasing, or licensing shall be returned to the general fund to offset operating expenses.

Space on tanks or other structures may be leased for communications antenna placement if the installation does not interfere with operation or maintenance of the tank or the District's own communications equipment.

#### 7.7.5.2 Boat Docks and Marinas

a. <u>Definitions</u>

Additional Buffer Zone – The 1,000 foot area surrounding the District's intake barge, designated by these Rules and Policies, within which boat docks, launching ramps, marina docks and/or floating piers accessible to the public are prohibited.

**Commercial** – The characterization of the use of any facility or structure for any business or income-producing purpose.

**Dock** – For use in this Policy to mean collectively or individually: Swim Dock, Residential Boat Dock, Residential Marina, New Residential Marina and Public Marina.

**New Residential Marina** – A Residential Marina for which construction commences after September 1, 2010.

**Residential Marina** – A boat dock that occupies more than 1,500 square feet of water surface area, and which is intended to benefit only individuals of a specific residential property, and is accessible only to residents of the property and which only residents of the property may purchase, lease or utilize docking space at the marina.

**Public Marina** – A boat dock that occupies more than 1,500 square feet of water surface area, and which is accessible to the public and which any member of the general public may purchase, lease or utilize docking space at the marina.

**Residential Boat Dock** – A non-commercial dock that occupies less that 1,500 square feet of water surface area, and is associated with a

single family residence for which no compensation is, or will be, received by the owner or owners of the dock for the use of the dock.

Slip – A space enclosed on two or more sides intended for the longterm mooring of a boat or personal watercraft on a Residential Boat Dock or Residential Marina. Personal watercraft moored on any dock will be considered as one slip with a maximum of two personal watercrafts per slip.

**Swim Dock** – Any swim platform or pier not suitable for long-term boat mooring. No watercraft may be moored to a Swim Dock for more than 48 hours.

**Water Surface Area** – The area including the widest width times the longest length of a dock or marina's floating and or fixed structures located on or over the water, including the slip areas. Gangways are not included in Water Surface Area measurements.

b. Additional Buffer Zone for Raw Water Intake

No Residential Boat Docks, Public Marinas, Residential Marinas or Swim Docks shall be located within 1,000 feet of the intake barge.

c. <u>Prohibition Regarding Public Marinas and New Residential Marinas</u>

Use of underwater land owned by the District for construction of Public Marinas or New Residential Marinas is not considered prudent for the protection of water resources, or a good use of the District's land.

d. <u>Compliance with the LCRA Ordinances, Guidelines and Safety</u> <u>Standards</u>

All Residential Boat Docks, Residential Marinas, Swim Docks or any other structure located above or anchored to District property must, in addition to the District's Rules and Policies, abide by all LCRA ordinances, guidelines and safety standards regarding the Highland Lakes. These include, but are not limited to, the Highland Lakes Marina Ordinance; the Highland Lakes Watershed Ordinance, Safety Standards for Residential Docks on the Highland Lakes; and Residential Boat Dock Safety Guidelines. Provisions of these ordinances, rules, standards and guidelines are incorporated into the District's Rules and Policies by Reference. Copies of these ordinances, guidelines and safety standards may be obtained by contacting the District office or LCRA. e. Licensing

No Dock may be constructed over District property or anchored on District property without first obtaining a license from the District. The District, in its sole discretion, will decide whether to issue such a license. Docks must be located above or anchored on District land in such a way that will not threaten or disrupt operation of the District's raw water intake as determined by the District. Docks shall not have any permanent fueling or sanitary tank facilities. No gasoline cans or tanks shall be left unattended on such docks. No Residential Boat Dock or Residential Marina may, at any time, be used as a residence or dwelling place.

Persons requesting a license for construction of any type of dock over District property must complete a License Agreement, provided by the General Manager, which must be reviewed and approved by the General Manager **prior** to any installation or construction.

- Plan Review: Prior to new construction, placement or alteration(s), one (1) set of plans and a License Agreement must be submitted for review and approval. Applicant will be notified within three (3) business days of approval/disapproval.
- Any dock being connected to the WCID 17 potable water supply must comply with the plumbing permit procedures and applicable fees.
- Dock Inspection: To be called for when completed dock is in place, all anchors set, electrical connections made, side property lines marked and plumbing inspection completed. Dock owner will provide a picture of the dock from the water to the Inspector.
- License Issuance: Upon approval by Inspector, Licensees will be issued a number and plaque, provided by Travis County WCID 17.
- Display of the plaque is required on the licensed dock. The license number shall be displayed on the lake side of the dock.

The fees for the license to access underwater land owned by the District shall be: a one time \$300.00 license fee, plus an annual fee of \$150.00 per Slip, per year, for a single Residential Boat Dock; a one time \$500.00 license fee, plus an annual fee of \$200.00 per Slip, per year for a Residential Marina, and/or; a one time \$300.00 license fee, plus an annual fee of \$100.00 per year for a Swim Dock. This yearly fee is due January 1 and must be paid to the District by March 31 of each calendar year. The District may, in its sole discretion, determine whether spaces on a Residential Boat Dock or Residential Marina constitute a Slip for the purposes of these fees.

Any license agreement shall be subject to these rules and regulations governing Docks as provided in this section and shall include, at least, the following terms and conditions:

- Licensee shall demonstrate adequate liability insurance providing a minimum coverage of \$300,000 per person per occurrence bodily injury, \$100,000 of property damage or \$300,000 combined single limit. With the exception of a Residential Boat Dock, Residential Marina or Swim Dock that is insured under a homeowner's insurance policy, the licensee will subrogate to the District and shall list the District as an additional insured with respect to the Residential Boat Dock, Residential Marina or Swim Dock.
- The license is personal and not transferable. Any change in ownership of the licensee's property will require the execution of a new license agreement with the subsequent purchaser. The one time license fee will be waived for the subsequent purchaser of a property with an existing Dock, but all applicable annual fees must be paid after the subsequent purchaser obtains ownership of the property. The subsequent purchaser must comply with WCID 17 Boat Docks and Marinas policy.
- The District may terminate the license upon written notice upon its determination that the licensee has violated this policy or other terms and conditions of the license agreement.
- Licensee shall be responsible for the costs of removal of any Dock upon termination of the license, including removal by the District.
- Licensee shall hold harmless and indemnify the District against any claims or causes of action arising from or related to a Dock whether held by it, its agents or assigns, or third parties.
- Licensee shall acknowledge that it shall be required to comply with any amendment to this policy duly enacted and approved by the District.
- Licensee is prohibited from placing overhead wiring spans above the open water surface. Such wiring includes electrical conductors and communication cables. Licensee must comply with the National Electric Code (NED) and National Fire Protection Association (NFPA) 303 Marinas and Boat Yards in installing any electrical installations for existing or future Docks. Licensee must have Dock electrical systems designed and installed by a licensed electrician.

- Licensee must obtain a Plumbing Permit from the District to provide potable water to a Dock. Licensee shall adhere to the District's Rules and Policies related to plumbing, including but not limited to Section 3.4. Any potable water facilities supplying a Dock must be installed in accordance with the Uniform Plumbing Code, most recently adopted Edition, with District amendments ("Plumbing Code").
- Licensee shall ensure that all Docks are continuously lit from sunset to sunrise and during periods of restricted visibility. Such lighting must adequately define the presence of the Dock.
- Licensee shall maintain any licensed Dock in a good and safe condition and at no time may a Dock become a threat to the public health or safety or a navigation hazard.
- No person shall own or control a Dock that has become abandoned or is in a dilapidated condition.

#### f. <u>Expansion or Modification of a Dock</u>

Any licensed Dock shall be authorized for location on District submerged property so long as no expansion of the Dock occurs without prior approval of the District, which may be granted in the District's sole discretion. Expansion is considered any increase in the Water Surface Area of the Residential Boat Dock or Swim Dock. Any expansion of a Dock without prior District approval may result in fines or termination of the License.

#### g. Inspection

Any agent or employee of the District may inspect a Dock located above District submerged land. The District may provide advance notification for inspection and Licensee or Licensee's representative shall, when possible, be present during such an inspection. Authorized agents or District employees shall have the right to enter at all reasonable times in or upon any property, whether public or residential, for the purpose of inspecting and investigating conditions relating to the construction, modification or relocation of a Dock. Nothing in this section, however, shall preclude a licensed peace officer hired or employed by the District from entering the property without notice to investigate suspected criminal activity as might otherwise be allowed under the laws of this State.

#### h. <u>License Termination Procedures</u>

If a dock owner has failed to maintain his or her Residential Boat

Dock, Residential Marina or Swim Dock, or has in any other way failed to abide the District's Rules and Policies as related to Residential Boat Docks, Residential Marinas or Swim Docks, the District shall proceed with the following procedures.

Licensee will first receive a letter from the District detailing any violations of the District's Rules and Policies, including the failure to pay an Annual Fee under this section. Licensee will be given thirty (30) days to correct the deficiency.

If, after the 31<sup>st</sup> day from the receipt of this first letter, the Licensee has not corrected the deficiency, the District will send a second letter to the Licensee detailing violations of the District's Rules and Policies, and assessing a fine against Licensee of \$500.00. The Licensee will then have thirty (30) days to correct the deficiency and pay the outstanding fine to the District. This fine is in addition to any other fines or fees that may be owed by Licensee.

If, after the 31<sup>st</sup> day from the receipt of this second letter, the Licensee has not corrected the detailed deficiencies and paid any outstanding fines or other fees owed by Licensee, the District will terminate the License and may pursue any and all legal remedies against Licensee as is authorized by Texas law, including, but not limited to, injunction and removal of the Residential Boat Dock, Residential Marina or Swim Dock. Licensee's receipt of District correspondence under these procedures is deemed to be within three (3) business days of the District's deposit of the correspondence in regular United States Postal Service Mail at the most current address for Licensee on file with the District.

i. <u>Variance</u>

The District may, in its sole discretion and judgment, award a variance to any provision contained in the District's License for Residential Boat Docks, Residential Marinas or Swim Docks, or this Policy, if the District determines that such policy or provision creates an unreasonable hardship or grave injustice. Variances must be made in writing.

j. <u>Existing Residential Marinas</u>

Residential Marinas already constructed over District submerged property as of September 1, 2010 may apply for and be granted a Residential Boat Dock License after meeting and complying with additional criteria. Residential Marinas are subject to and must be in compliance with all District Rules and Policies relating to Residential Boat Docks in addition to these regulations relating to Residential Marinas.

Upon application by the owner, the District may, in its sole discretion, grant a provisional License for a three (3) month term, during which time the provisional Licensee must obtain a Marina Permit or letter of approval from LCRA. This provisional term may be extended upon Licensee providing documentation to the District that an application has been filed with the LCRA. Upon receipt of the LCRA written approval, the District will issue a District License

Any licensed Residential Marina, whether authorized by a License or provisional License, shall be authorized for location on District submerged property so long as no expansion of the Residential Marina occurs without prior approval of the District, which may be granted in the District's sole discretion. Expansion is considered any increase in the Water Surface Area of the Residential Marina. Any expansion of a Residential Marina without prior District approval will immediately result in the termination of any License or provisional License.

#### k. <u>Conflict of Regulations</u>

In cases where the District and another entity have different regulations or requirements relating to boat docks on Lake Travis, the most stringent regulations apply.

#### WCID 17 LICENSE AGREEMENT FOR SWIM DOCK, BOAT DOCK OR RESIDENTIAL MARINA

APPLICATION DAT	E:
APPROVAL DATE:	
LICENSE NO.: (To be A	Assigned by WCID 17)
LICENSOR:	Travis County Water Control and Improvement District No. 17 (the "District")
LICENSOR'S MAIL	ING ADDRESS: 3812 Eck Lane Austin, Texas 78734
LICENSEE:	
LICENSEE'S EMAII	L ADDRESS:
LICENSEE'S MAILI	NG ADDRESS:
PROPERTY:	Licensee to attach Applicable Exhibits (Plan / Sketch, Survey showing location, Engineer's Certification of structure, Electrical Certification, Proof of Liability Insurance)
LICENSE FEE:	A nonrefundable one-time payment of \$300.00 for a Residential Boat Dock or Swim Dock; and/or \$500.00 for a Residential Marina, upon execution of this License Agreement by LICENSEE.
ANNUAL FEE:	A nonrefundable annual fee of \$150.00 per slip per year for a Residential Boat Dock; \$100.00 per each Swim Dock, and/or \$200.00 per slip per year for a Residential Marina due January 1 and payable on or before March 31 of each year.
RESIDENTIAL BOAT DOCK:	A non-commercial dock that occupies less that 1,500 square feet of water surface area, as defined by LICENSOR'S Rules and Policies, and is associated with a single family residence for which no compensation is, or will be, received by the owner or owners of the dock for the use of the dock.

- RESIDENTIAL MARINA: A boat dock that occupies more than 1,500 square feet of water surface area, as defined by LICENSOR'S Rules and Policies, and which is intended to benefit only individuals of a specific property, and is accessible only to residents of the property and which only residents of the property may purchase, lease or utilize docking space at the marina.
- SWIM DOCK: Any swim platform or pier not suitable for long-term boat mooring, and as defined by LICENSOR'S Rules and Policies.
- TERM: The initial term of this License is 12 months from January 1 through December 31. This License will be extended for successive oneyear periods after this initial term upon payment of the annual fee by LICENSEE before March 31 of each year.

LICENSOR, for the CONSIDERATION paid to LICENSOR, hereby grants and demises to LICENSEE the right and privilege to install, operate, and maintain the SWIM DOCK, BOAT DOCK or RESIDENTIAL MARINA (collectively the "DOCK" or "DOCKS") in and upon the PROPERTY for the TERM. This License is personal to the LICENSEE. It is not assignable, and any attempt to assign this License will terminate the privileges granted to LICENSEE hereunder.

LICENSOR and LICENSEE further agree as follows:

- 1) LICENSEE shall comply with all federal, state, and local laws, ordinances, and regulations in connection with the construction and operation of the DOCK, including all ordinances, rules, regulations, and policies of LICENSOR and its Board of Directors presently in effect and as amended from time to time. LICENSEE acknowledges that LICENSOR'S rules, regulations, and policies may be amended in the future and may enact stricter requirements with which LICENSEE must comply. Further, LICENSEE must abide by all Lower Colorado River Authority ordinances, guidelines and safety standards regarding the Highland Lakes. This includes, but is not limited to, the Highland Lakes Marina Ordinance; the Highland Lakes Watershed Ordinance, Safety Standards for Residential Docks on the Highland Lakes; and Residential Boat Dock Safety Guidelines. In cases where LICENSOR and any other entity have different regulations or requirements relating to boat docks on Lake Travis, the most stringent regulations apply.
- 2) LICENSEE shall not threaten or disrupt operation of LICENSOR'S raw water intake.

- 3) LICENSEE shall at all times maintain the DOCK in a good and safe condition and at no time may the DOCK become a threat to the public health or safety or a navigation hazard.
- 4) LICENSEE may not convey or assign this LICENSE to a successor in interest. Any subsequent purchaser of real property from LICENSEE will be required to execute a new license agreement under the rules and policies of LICENSOR in effect at that time (WCID 17 Policy 7.7.5.2.e.)
- 5) LICENSOR may terminate this LICENSE upon written notice to LICENSEE sent certified mail, return receipt requested for LICENSEE'S failure to abide by the terms of this LICENSE or the rules and policies of LICENSOR with regard to boat docks as may be amended from time to time, as determined in LICENSOR'S sole discretion. Upon such termination, LICENSEE shall remove any and all property and/or improvements belonging to LICENSEE from the PROPERTY within one hundred twenty (120) days. Property and/or improvements not removed from the PROPERTY within one hundred twenty (120) days shall be considered abandoned; and LICENSOR shall have the right to remove and dispose of such property without liability therefore to LICENSEE or to any person claiming under LICENSEE, and shall not be required to account therefore. LICENSEE shall reimburse to LICENSOR its costs to remove and dispose of any such property and/or improvements from the PROPERTY.
- 6) LICENSEE shall maintain and use the PROPERTY and the DOCK in such a condition that it will not present a safety or navigation hazard to watercraft, preclude the safe passage of watercraft, or interfere with the use of the water's surface by adjoining or adjacent property owners. Any improvement extending into the surface of any adjoining body of water shall be made highly visible both day and night.
- 7) Installation or operation of sanitary tanks or fueling facilities is strictly prohibited. No unattended gasoline tanks or cans shall be left on the DOCK. Any potable water facilities supplying the DOCK must be installed in accordance with the Uniform Plumbing Code, most recently adopted Edition, with amendments ("Plumbing Code"), and LICENSEE must obtain a Plumbing Permit from LICENSOR as well as adhere to any rule or policy adopted by LICENSOR related to plumbing. Installed toilet facilities must be of the self-contained or incineration type.
- 8) It is agreed that in the use of the PROPERTY, LICENSEE is acting independently and not as an agent, employee, or representative of LICENSOR. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS LICENSOR, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR LIABILITIES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO CLAIMS OF LICENSOR'S

NEGLIGENCE, WHICH LICENSOR, ITS OFFICERS, AGENTS, AND EMPLOYEES MAY SUSTAIN OR INCUR OR WHICH MAY BE IMPOSED UPON THEM OR ANY OF THEM FOR INJURY TO OR DEATH OF ANY PERSON (INCLUDING EMPLOYEES OF LICENSEE), OR DAMAGE TO PROPERTY (INCLUDING PROPERTY OF LICENSEE) AS A RESULT, ARISING OUT OF, OR IN ANY MANNER CONNECTED WITH THIS LICENSE OR WITH THE USE OF THE DOCK BY ANYONE.

- 9) LICENSEE shall, at its own cost and expense, acquire and maintain and provide LICENSOR with evidence of, adequate liability insurance with a minimum coverage of \$300,000 per person per occurrence bodily injury, \$100,000 of property damage or \$300,000 combined single limit. Further, LICENSEE shall furnish LICENSOR with proof of any subsequent renewals of such insurance and shall forward copies of its certificates of insurance to LICENSOR upon such renewals. With the exception of a DOCK that is insured under a homeowner's insurance policy, LICENSEE will subrogate to the LICENSOR and shall list LICENSOR as an additional insured with respect to the DOCK.
- 10) LICENSEE is required to display the number identifying this LICENSE by affixing to LICENSEE'S DOCK the PLAQUE provided by LICENSOR with this LICENSE. This plaque must face and be visible to water traffic.
- 11) LICENSEE agrees that if LICENSEE has failed to maintain his or her Dock, or has in any other way failed to abide by LICENSOR'S Rules and Policies as related to Docks, the LICENSOR shall proceed with the following procedures:

LICENSEE will first receive a letter from LICENSOR detailing any violations of LICENSOR'S Rules and Policies, including the failure to pay an Annual Fee under this section. LICENSEE will be given thirty (30) days to correct the deficiency.

If, after the 31st day from the receipt of this first letter, LICENSEE has not corrected the deficiency, LICENSOR will send a second letter to LICENSEE detailing violations of LICENSOR'S Rules and Policies, and assessing a fine against LICENSEE of \$500.00. LICENSEE will then have thirty (30) days to correct the deficiency and pay the outstanding fine to LICENSOR. This fine is in addition to any other fines or fees that may be owed by LICENSEE.

If, after the 31st day from the receipt of this second letter, LICENSEE has not corrected the detailed deficiencies and has not paid any outstanding fines or other fees owed by LICENSEE, LICENSOR will terminate this LICENSE and may pursue any and all legal remedies against LICENSEE as is authorized by Texas law, including, but not limited to, injunction and removal of the DOCK. LICENSEE'S receipt of LICENSOR'S correspondence under these procedures is deemed to be within three (3) business days of LICENSOR'S deposit of the

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correspondence in regular United States Postal Service Mail at the most current address for LICENSEE on file with LICENSOR.

- 12) Any agent or employee of LICENSOR may inspect the DOCK located over LICENSOR'S submerged land. LICENSOR may provide advance notification for inspection and LICENSEE or LICENSEE'S representative shall, when possible, be present during such an inspection. Authorized agents or employees of LICENSOR shall have the right to enter at all reasonable times in or upon any property, whether public or private, for the purpose of inspecting and investigating conditions relating to the construction, modification or relocation of a DOCK. Nothing in this section, however, shall preclude a licensed peace officer hired or employed by LICENSOR from entering the DOCK without notice to investigate suspected criminal activity as might otherwise be allowed under the laws of this State.
- 13) When the context requires, singular nouns and pronouns include the plural.

INSPECTION PASSED:	By: Inspector
	Date:
	LICENSOR: Travis County Water Control and Improvement District No.17
	By: General Manager
	LICENSEE:
	Ву:
	Name:
	Title:

## **Dock License Violations**

Adopted October 21, 2010

Failure to receive a temporary license prior to construction or installation	\$500.00
Failure to request District approval for expansion or change of Dock water surface area	\$300.00
Failure to have adequate lighting to define presence of the Dock	\$100.00
Failure to display License Plaque (issued by District upon approval)	\$50.00
With regards to Potable Water Installation Failure to pull plumbing permit	\$300.00
Failure to post permit	\$100.00
<b>Building without inspections</b>	<b>\$500 per stage not inspected</b> plus fee(s) to correct, affidavit, etc. <b>\$1500 full build-out</b>
Building without inspections Failure to comply with Dock maintenance request(s) within 30 days of notification	plus fee(s) to correct, affidavit, etc.
Failure to comply with Dock maintenance	plus fee(s) to correct, affidavit, etc. <b>\$1500 full build-out</b>
Failure to comply with Dock maintenance request(s) within 30 days of notification Failure to maintain Dock in a good	plus fee(s) to correct, affidavit, etc. \$1500 full build-out \$300.00
<ul> <li>Failure to comply with Dock maintenance request(s) within 30 days of notification</li> <li>Failure to maintain Dock in a good and safe condition</li> <li>Failure to comply with electrical</li> </ul>	plus fee(s) to correct, affidavit, etc. \$1500 full build-out \$300.00 \$300.00