

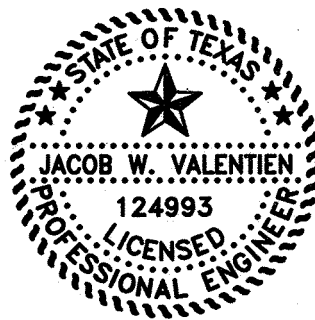
EXPEDITED REVIEW

**WILLIAMSON-TRAVIS COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 1**

WILLIAMSON & TRAVIS COUNTY, TEXAS

**\$5,810,000 BOND APPLICATION REPORT
BOND ISSUE NO. 9**

April 2026



4/15/2026

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WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

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ATTACHMENTS (BOUND IN SEPARATE VOLUME)

Attachment A	-	Copy of Order Calling the Election
	-	Bond Proposition
	-	Order Canvassing the Results of the Election
Attachment B	-	Official Board Action Regarding Annexations and Exclusions
Attachment C	-	District Boundary Map
Attachment D	-	Location Map
Attachment E	-	Copy of Orders Canvassing Returns of Maintenance Tax Election
Attachment F	-	Land Use Plan
Attachment G	-	Itemized Project Cost Breakdown
Attachment H	-	District Floodplain Maps
Attachment I	-	LCRA Retail Water Service Agreement
Attachment J	-	Wholesale Water and Wastewater Service Agreement between City of Cedar Park and WTCMUD No. 1
Attachment K	-	District Evaluation Certificate
Attachment L	-	Fiscal Year 2026 District Operating Budget
Attachment M	-	Bond Cash Flow Projection
Attachment N	-	Projected Debt Service Schedule
Attachment O	-	Contracts with Professional Consultants
Attachment P	-	Certificate of Compliance Regarding Wastewater Connections

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

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SECTION 1 – GENERAL INFORMATION

(A) District’s Purpose

The purpose of Williamson-Travis Counties Municipal District No.1 (“District”) is to provide water distribution, wastewater collection, and storm drainage improvements within the boundaries of the District.

The District obtains water from Lake Travis through a contract with the City of Cedar Park (“Cedar Park”). Water is treated in a plant owned and operated by Cedar Park and distributed to developed areas through distribution facilities that are owned and operated by the District.

Wastewater generated in the District is treated in a plant that is owned and operated by Cedar Park. Treated wastewater is discharged to Brushy Creek.

(B) Laws, Elections, and Acreage:

- (i) Authority Creating District:** The District was created March 27, 1985, by an order of the Texas Water Commission (TWC).
- (ii) Governing Law:** The District operates under Chapters 49 and 54 of the Texas Water Code, as amended.
- (iii) Confirmation Election:** A certified copy of the order calling the election with the proposition attached and the order canvassing the results of the election is on file at the Texas Commission on Environmental Quality and is referenced as **Attachment “A”** although a copy is not included with this application. No change from information currently on file is proposed.
- (iv) Acreage:** The District was created by the Texas Water Commission on March 27, 1985 and included 546.53 acres. Since its creation, tracts of land totaling 15.95 acres have been annexed by the District, thus increasing its total area to 562.48 acres. Annexations are listed in **Attachment “B”**.
- (v) Boundary Map:** A current reproducible boundary map is on file at the Texas Commission on Environmental Quality. A reduced copy is enclosed as **Attachment “C”**.

(C) Location:

The District is located approximately 10 miles northwest of Austin. The District straddles the boundary between Travis and Williamson Counties and is located wholly within the extraterritorial jurisdiction of the City of Cedar Park. A location map is enclosed as **Attachment “D”**.

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

SECTION 2 – PROPOSED BOND ISSUE

(A) Purpose:

This application for \$5,810,000 in bonds represents the District’s ninth bond issue. The proceeds from this bond issue will be used for:

- Smart Water Meter Purchase and Installation,
- Dagama and Sun Chase Lift Station Rehabilitations,
- Sanitary Sewer System Rehabilitation,
- Water System Service Line Inspections,
- and Water System Line Replacement,

The bond issue also includes fees associated with the bond issuance.

(B) Bond and Maintenance Tax Authorization:

A certified copy of the order calling bond election with the proposition attached and the order canvassing the results of the election is on file at the Texas Commission on Environmental Quality and is referenced as **Attachment “A”**. A copy of the orders canvassing the returns of maintenance tax election is referenced as **Attachment “E”**.

(i) Bond Authorization:

Date of Election	Purpose	Amount Approved	Amount Cancelled
March 27, 1985	Water, Wastewater, and Drainage	\$25,751,525	N/A

(ii) Maintenance Tax:

Date of Election	Purpose	Maximum Tax Approved (per each \$100 of AV)	Cancelled Prior Authorization
June 18, 1985	General Operating	\$1.50	N/A

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1*Ninth Bond Issue***(C) Prior Bond Issues:**

Type of Bonds - Water, Wastewater, and Drainage Total Bonds Authorized: \$ 25,751,525			
Bond Issue No.	TCEQ Amount Approved	TCEQ Order Date Approved	Amount Sold
1	\$4,500,000	May 13, 1986	\$4,500,000
2	\$2,000,000	September 11, 1986	\$2,000,000
3	\$1,260,000	March 31, 1990	\$1,260,000
4	\$1,950,000	November 16, 1994	\$1,950,000
5	\$2,500,000	March 8, 1996	\$2,500,000
6	\$2,800,000	February 19, 1997	\$2,800,000
7	\$2,570,000	March 28, 2000	\$2,570,000
8	\$2,360,000	February 17, 2003	\$2,360,000
9 (Proposed)	\$5,810,000	N/A	\$5,810,000
Total Bonds Sold:			\$25,750,000
Remaining Authorized Bonds:			\$1,525

(D) Type:

Voters approved unlimited tax and revenue bonds, and the District seeks approval of unlimited tax and revenue bonds.

(E) Interest Rate:

The District requests that an interest rate of 5.00% be approved in the issuance of these bonds. The interest rate will be used in the calculation of this report.

(F) Land Use Plan:

A Land Use Plan is included as **Attachment “F”**.

(G) Recreational Facilities:

There are no recreational facilities included in this bond.

(H) Roads:

The District does not have the authority to fund roads.

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

SECTION 3 – FACILITIES PROPOSED FOR FUNDING

(A) Purchasing of Existing Facilities and/or Assumption of Existing Contracts:

There are no existing facilities to be purchased or developer projects being funded with this bond.

(B) Facilities to be Constructed:

<u>Contract Description</u>	<u>Engineer's Estimate of Probable Cost</u>	<u>Amt. Subject District Contribution</u>
Smart Water Meter Purchase and Installation	\$932,619	\$932,619 ⁽¹⁾
Dagama and Sun Chase Lift Station Rehabilitations	\$634,300	\$634,300 ⁽¹⁾
Sanitary Sewer System Rehab	\$948,986	\$948,986 ⁽¹⁾
Water System Line Replacement	\$1,560,675	\$1,560,675 ⁽¹⁾

Notes:

(1) Price does not include contingencies or engineering costs

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

SECTION 4 – SUMMARY OF COSTS

<u>Construction Costs</u>		Total Amount	District's Share	(1)
A.	District Items			
1.	Smart Water Meter Purchase and Installation			
a.	Construction	\$ 932,619	\$ 932,619	
b.	Contingency	\$ 93,262	\$ 93,262	
	Subtotal	\$ 1,025,881	\$ 1,025,881	
2.	Dagama and Sun Chase Lift Station Rehabilitations			
a.	Construction	\$ 634,300	\$ 634,300	
b.	Contingency	\$ 63,430	\$ 63,430	
	Subtotal	\$ 697,730	\$ 697,730	
3.	Sanitary Sewer System Rehab			
a.	Construction	\$ 948,986	\$ 948,986	
b.	Contingency	\$ 94,899	\$ 94,899	
c.	Engineering	\$ 156,588	\$ 156,588	
	Subtotal	\$ 1,200,472	\$ 1,200,472	
4.	Water System Service Line Inspections			
a.	Construction	\$ 77,725	\$ 77,725	
b.	Contingency	\$ 7,773	\$ 7,773	
c.	Engineering	\$ 15,000	\$ 15,000	
	Subtotal	\$ 100,498	\$ 100,498	
5.	Water System Line Replacement			
a.	Construction	\$ 1,560,675	\$ 1,560,675	
b.	Contingency	\$ 156,067	\$ 156,067	
c.	Engineering	\$ 247,342	\$ 247,342	
	Subtotal	\$ 1,964,084	\$ 1,964,084	
District Items Total:			\$ 4,988,665	
NET CONSTRUCTION COSTS (85.86% of BIR):			\$ 4,988,665	

<u>Nonconstruction Costs</u>			(2)
A.	Legal Fees	\$ 140,000	(3)
B.	Fiscal Agent Fees (2.00%)	\$ 116,200	(4)
C.	Capitalized Interest (1 yr at 5.00%)	\$ 290,500	
D.	Bond Discount (3.00%)	\$ 174,300	
E.	Bond Issuance Expenses	\$ 30,000	
F.	Engineering Report for Bond Application	\$ 50,000	
G.	TCEQ Bond Issuance Fee (0.25%)	\$ 14,525	
H.	Attorney General's Fee (0.10%)	\$ 5,810	
TOTAL NON CONSTRUCTION COSTS (14.14% of BIR)		\$ 821,335	

TOTAL BOND ISSUE REQUIREMENT (BIR) \$ 5,810,000

Westwood Professional Services

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WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

Notes:

- (1). See **Attachment “G”** for a detailed cost breakdown of each Construction Cost Item.
- (2) Includes advertising fees, disclosure counsel fees, rating agency fees, official statement, printing and distribution, and other miscellaneous expenses.
- (3) See **Attachment “O”** for Agreement for Legal Services.
- (4) See **Attachment “O”** for Agreement for Fiscal Agent Services/Financial Advisory.

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1*Ninth Bond Issue***SECTION 5 – DEVELOPMENT STATUS AND LAND USE****(A) Land Use Table:**

The following information represents development as of February 18, 2026

Land Uses	Acreage	Active Connections	Connections Projected
Anderson Mill West			
Section 1	56.233	229	229
Section 2	22.07	92	92
Section 3	40.03	165	165
Section 4 & 4A	13.109	49	49
Section 5	32.61	145	145
Section 6 & 6A	50.93	200	200
Section 9 & 9A	19.03	4	4
Section 10, 10 A, & 10B	16.77	12	12
Section 14	10.655	51	51
Section 15	11.213	52	52
Section 16	11.872	53	53
Section 17	24.902	86	86
Section 18	13.25	44	44
Section 19	44.455	124	124
Section 21	14.812	52	52
Total Anderson Mill West	381.941	1358	1358
Lakeline Oaks			
Lakeline Oaks, Sec.1	23.765	93	93
Lakeline Oaks, Sec.2	30.385	115	115
Lakeline Oaks, Sec. 3	16.618	75	75
Lakeline Oaks Sec. 5	22.313	117	117
Total Lakeline Oaks	93.081	400	400
Hunter's Glenn			
Section 1	30.551	85	85
Section 2	21.469	91	91
Total Hunter's Glenn	52.02	176	176
Other Development			
L.I.S.D	26.64	16	16
Church	5.21	2	2
Day Care Center	0.74	2	2
Total Other Development	32.59	20	20
TOTAL DEVELOPED	559.632	1954	1954

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1*Ninth Bond Issue***(B) Development From Prior Bonds:**

Land Uses	Type of Development	No. of Lots	Acreeage	Active Connections	Connections Projected
Anderson Mill West					
Section 1	Single Family	229	56.233	229	229
Section 2	Single Family	92	22.070	92	92
Section 3	Single Family	166	40.030	165	165
Section 4 & 4A	Single Family	49	13.109	49	49
Section 5	Single Family	146	32.610	145	145
Section 6 & 6A	Single Family	200	50.930	200	200
Section 9 & 9A	Retail	4	19.030	4	4
Section 10 & 10 A & 10 B	Retail	12	16.770	12	12
Section 14	Single Family	51	10.655	51	51
Section 15	Single Family	52	11.213	52	52
Section 16	Single Family	54	11.872	53	53
Section 17	Single Family	87	24.902	86	86
Section 18	Single Family	45	13.250	44	44
Section 19	Single Family	129	44.455	124	124
Section 21	Single Family	52	14.812	52	52
Total Anderson Mill West		1,368	381.941	1,358	1,358
Lakeline Oaks					
L.I.S.D	School	1	26.640	16	16
Lakeline Oaks, Sec.1	Single Family	94	23.765	93	93
Lakeline Oaks, Sec.2	Single Family	115	30.385	115	115
Lakeline Oaks, Sec. 3	Single Family	75	16.618	75	75
Lakeline Oaks Sec. 5	Single Family	117	22.313	117	117
Total Lakeline Oaks		402	119.721	416	416
Hunter's Glenn					
Section 1	Single Family	90	30.551	85	85
Section 2	Single Family	91	21.469	91	91
Total Huter's Glenn		181	52.020	176	176
TOTAL DEVELOPED		1,951	553.682	1,950	1,950

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1*Ninth Bond Issue***(C) Development From the Proposed Bonds:**

Funds from the proposed bonds will further the use of existing utilities previously funded by Developer reimbursement through improvements to water meter infrastructure, rehabilitation of existing lift station and sanitary sewer conveyance system, water system service line inspections and water system line replacement.

(D) Development from Future Bonds

There is no future development to be included in future bonds.

(E) Historical Build-Out:

YEAR	TYPE OF DEVELOPMENT	NUMBER OF UNITS	ACREAGE/ RESERVES	SQUARE FOOTAGE	ACTIVE EQUIV. CONN.	ULTIMATE EQUIV. CONN.
2000	Single Family	129	44.455	0	124	124
	Multifamily	0	0	0	0	0
	Commercial	0	0	0	0	0
	Totals	129	44.455	0	124	124
1999	Single Family	0	0	0	0	0
	Multifamily	9	3.000	0	9	9
	Commercial	0	0	0	0	0
	Totals	9	3.000	0	9	9
1998	Single Family	170	57.117	0	170	170
	Multifamily	0	0	0	0	0
	Commercial	0	0	0	0	0
	Totals	170	57.117	0	170	170
1997	Single Family	117	48.953	0	117	117
	Multifamily	0	0	0	0	0
	Commercial	1	11.644	0	16	16
	Totals	118	60.597	0	133	133
1995	Single Family	205	60.936	0	200	200
	Multifamily	0	0	0	0	0
	Commercial	0	0	0	0	0
	Totals	205	60.936	0	200	200
1994	Single Family	245	63.699	0	242	242
	Multifamily	0	0	0	0	0
	Commercial	0	0	0	0	0
	Totals	245	63.699	0	242	242

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1*Ninth Bond Issue*

1993	Single Family	190	46.77	0	189	189
	Multifamily	0	0	0	0	0
	Commercial	0	0	0	0	0
	Totals	189	46.77	0	189	189
1986	Single Family	611	147.079	0	609	609
	Multifamily	0	0	0	0	0
	Commercial	0	0	0	0	0
	Totals	611	147.079	0	609	609
1985	Single Family	0	0	0	0	0
	Multifamily	0	0	0	0	0
	Commercial	3	13.77	0	3	3
	Totals	3	13.77	0	3	3
1984	Single Family	271	67.903	0	271	271
	Multifamily	0	0	0	0	0
	Commercial	0	0	0	0	0
	Totals	271	67.903	0	271	271

(F) Floodplain and Stormwater Drainage Information:

Provided as **Attachment “H”** are the District’s Floodplain Maps.

- (i) What is being done (if anything) to remove the areas of the District currently in the official floodplain?**

There are currently no residential lots or other developed areas located in the FEMA Floodplain.

- (iii) Are any of the improvements proposed for purchase or construction funding through the proceeds of this bond issue currently in the official floodplain?**

___ Yes **X** No

- (iii) Are areas currently in the official floodplain used in the build-out projections used to support this bond issue? ___ Yes **X** No**

- (iv) Who is charged with maintaining minimum floor slab elevations in the District area?**

Williamson County
Travis County

- (v) Are any sites or easements to be funded in the bond issue currently in the floodplain? ___ Yes **X** No**

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

SECTION 6 – SOURCE OF WATER SUPPLY AND SEWAGE TREATMENT FACILITIES

(A) Water Supply:

- (i) **Water Supply Source:** The District receives wholesale water supply from The City of Cedar Park. The District executed an amended agreement with the City of Cedar Park on September 22nd, 2015. According to the amended agreement, the City of Cedar Park is committed to providing service for the entire Wholesale Service Area. Copy of the agreement and assignment are enclosed as **Attachment “J”**.
- (ii) **Water Supply Facilities Inventory:** LCRA is the retail water supplier for Cedar Park. According to the agreement the City of Cedar Park has the right to divert up to a maximum of 18,000 acre-feet (5,865,318,000 gallons) of raw water per annum. The City of Cedar Park will use a fraction of this water to supply the District’s water demands. Copy of the agreement and assignment are enclosed as **Attachment “I”**.
- (iii) **Interconnects:** The District currently does not have any interconnects.
- (iv) There are currently no other contracts for lease capacity to our knowledge.
- (v) No special considerations or circumstances exist.
- (vi) **City of Cedar Park is committed to serve all of the projected ESFC’s within the District.**

(B) Wastewater Treatment:

- (i) The District receives wastewater service from The City of Cedar Park. The District executed an amended agreement with the City of Cedar Park on January 12, 1990. According to the amended agreement, the City of Cedar Park is committed to providing service for the entire Wholesale Service Area. Copy of the agreement and assignment are enclosed as **Attachment “I”**.

(C) Storm-Water Drainage Facilities:

- (i) **Natural Drainage Patterns:** The District discharges storm water indirectly into Cypress Creek and then into Lake Travis. The District also discharges waters into Buttercup Creek, which flows to S. Brushy Creek Segment 1244D and ultimately to impaired Brushy Creek 1244.
- (ii) **Drainage Systems:** All sections contain curb and gutter drainage leading to a storm sewer system that discharges into natural drainage ways, water quality ponds, or storm water detention ponds.

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

- (iii) Specific Drainage Facilities Funded in this Bond:** No drainage facilities will be funded with this bond.
- (iv) Local, State or Federal requirements for stormwater quality facilities:** No storm water quality ponds are being funded with this bond.

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

SECTION 7 – BASIS OF DESIGN

(A) Conformity with Regulatory Requirements:

- (i) Texas Commission on Environmental Quality: Yes X No ☐ N/A ☐
- (ii) City of Cedar Park Yes X No ☐ N/A ☐
- (iii) County of Williamson: Yes X No ☐ N/A ☐
- (iv) County of Travis: Yes X No ☐ N/A ☐
- (v) Flood Control District: Yes ☐ No ☐ N/A X
- (vi) Commission Permit Required by V.T.C.A.,
Water Code Section 16.236: Yes ☐ No ☐ N/A X
- (vii) Others: None

(B) Oversizing:

Is the District constructing any facility with capacity in excess of that reasonably anticipated for future in-district uses? ☐ Yes X No

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

SECTION 8 – FINANCIAL INFORMATION

(A) Growth/No Growth:

The economic feasibility of this bond issue is based on no growth. The highest projected taxable value shown in the cash flow schedule is \$940,738,584

(B) Latest Certified Assessed Valuation: \$940,738,584 as of January 1, 2025 [consisting of \$742,427,126 from Williamson County Appraisal District and \$198,311,458 from Travis County Appraisal District.]

Latest Estimated Assessed Valuation: N/A

(C) Historical Tax Data:

The following information is as of March 18, 2026.

YEAR	ASSESSED VALUATION	DEBT SERVICE TAX RATE	M&O TAX RATE	TOTAL TAX RATE	AMOUNT COLLECTED	TOTAL % COLLECTED
2021	\$688,070,592	\$0.050000	\$0.301600	\$0.351600	\$2,412,966	99.74%
2022	\$829,785,095	\$0.027500	\$0.294000	\$0.321500	\$2,656,821	99.59%
2023	\$846,612,265	\$0.007800	\$0.288100	\$0.295900	\$2,498,612	99.74%
2024	\$901,161,099	\$-	\$0.273300	\$0.273300	\$2,450,805	99.51%
2025	\$942,673,320	\$-	\$0.273400	\$0.273400	\$2,473,147	95.96%

(D) Cash and Investment Balances:

CASH AND INVESTMENT BALANCES

As of January 1, 2026

General Operating	\$4,697,123.45
Tax Fund	\$ 593,786.15
Total	\$5,293,909.60

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1*Ninth Bond Issue***(E) Outstanding Indebtedness:****(i) Bond Issues:**

Category	Outstanding Debt	Proposed Debt	Combined Debt	Debt Ratio based on Current Certified or Estimated Value
Water, Wastewater and Drainage	\$ 0	\$ 5,810,000	\$ 5,810,000	0.62 %
Total	\$ 0	\$ 5,810,000	\$ 5,810,000	0.62 %

Notes:

(1) Ratio based on Certified Assessed Value of \$940,738,584 as of January 1, 2025.

(ii) Bond-Anticipation Notes: None.

(iii) Were the provisions of Commission Rule 293.54 followed in the issuance of all Bond-Anticipated Notes? _____ Yes _____ No X NA

(iv) Tax-Anticipation Notes: None.

(v) Other Obligations: None.

(F) Financial Feasibility:

(i) Build-Out Projections: Is the feasibility of this bond issue based on growth?
_____ Yes X No

(ii) Debt Service Schedule: A projected debt service schedule is provided as Attachment "N".

(iii) (a) Revenue Projections: Does the District intend to use net revenues for debt service payments? _____ Yes X No.

(b) Does the District intend to use revenues received from a municipality through either a consent agreement or strategic partnership agreement for debt service payments? ___ Yes X No.

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

- (iv) **Operating Budget:** A copy of the approved Fiscal Year 2026 operating budget is provided as **Attachment “L”**.
- (v) **Projected Cash Flow Analysis for Proposed and Existing Debt of District:** Not applicable to this bond.
- (vi) **No-Growth Cash Flow Analysis For Proposed and Existing Debt of District:** A projection of cash flow over the life of the proposed bond issue assuming the latest certified estimated assessed valuation remains fixed is provided as **Attachment “M”**.
- (vii) **Cash-Flow Analysis for All Overlapping Taxing Entities Specifically Attributable to Water, Wastewater, Drainage, Firefighting, Recreation or Roads:** There are no overlapping entities.
- (viii) **Combined Tax Rate:**

	No Growth Tax Rate	Projected Tax Rate
Debt Service	\$0.045	\$0.045
Maintenance	\$0.21	\$0.21
Overlapping	N/A	N/A
Total	\$0.255	\$0.255

There are no overlapping tax rates for water, wastewater, and drainage facilities. The Fiscal Year 2026 budget does not include a developer advance.

- (ix) **Total Taxable Value of Area to be Taxed:** \$940,738,584 as of as of December 10, 2025.
- (x) **Waiver of Special Appraisal:** Not applicable to this bond.
- (xi) **Overlapping Tax Rates:**

<u>TAXING JURISDICTIONS</u>	<u>TAX YEAR</u>	<u>CURRENT TAX RATE PER \$100 VALUATION</u>	<u>PROJECTED TAX RATE PER \$100 VALUATION</u>
Williamson County*	2025	\$0.369447	\$0.369447
Travis County*	2025	\$0.375845	\$0.375845
Leander I.S.D	2025	\$1.150778	\$1.150778
A.C.C	2025	\$0.109629	\$0.109629
District	2025	\$0.273400	\$0.273400
Total		\$2.279099	\$2.279099

*Approximately 12% of District is in Travis County and 88% is in Williamson County

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

(G) Development Status:

Does the district have a developer as defined by V.T.C.A. Water Code Section 49.052(d)? ____ Yes **X** No.

(i) Status of Construction:

(a) Does the District meet the conditions of Commission Rule 293.59(k)(6) regarding completion of facilities prior to Commission approval necessary to serve the projected development?

X Yes ____ No.

1. Compliance with 293.59(k)(6)(A): **X** Yes ____ No ____ Exempt

2. Compliance with 293.59(k)(6)(B): **X** Yes ____ No ____ Exempt

3. Compliance with 293.59(k)(6)(C): **X** Yes ____ No ____ Exempt

4. Compliance with 293.59(k)(6)(D): **X** Yes ____ No ____ Exempt

5. Compliance with 293.59(k)(6)(E): **X** Yes ____ No ____ Exempt

(ii) Status of Growth Projected in Previous Bond Issue, if Applicable:

Not Applicable, the district is exempt under Commission Rule 293.59(k)(11)(c) in that the combined no-growth tax rate does not exceed \$1.20 for water, wastewater, and drainage facilities.

(H) Market Information:

A market study is not provided for the reason listed below:

No growth is projected in determining the feasibility of this bond issue.

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

SECTION 9 – SHARED FACILITIES

(A) Inventory:

There are no shared facilities to be included in this bond application.

(B) Calculated Pro rata Shares:

None.

(C) Cost Sharing Arrangements Requested for Commission Approval:

None.

(D) Oversizing Required by a Local Government or Other Regulatory Agency:

None.

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

SECTION 10 – PLANS, SPECIFICATIONS, OTHER CONSTRUCTION DOCUMENTS

(A) Plans:

(i) Construction Plans:

Not Applicable for this bond.

(ii) Plat:

Not Applicable for this bond.

(B) Contract Documents:

Not Applicable for this bond.

(C) Construction Documents:

Not Applicable for this bond.

(D) Check List:

Not Applicable for this bond.

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

SECTION 11 – SPECIAL CONSIDERATIONS

(A) Developer Projects:

Are any of the projects in the proposed bond issue developer projects as defined in Commission Rule 30 TAC Section 293.44(a)(1) ___ Yes X No

- (i) Clearing and Grubbing:** Not Applicable
- (ii) Spreading and Compaction of Fill:** Not Applicable
- (iii) Change in Development Plan:** **Do any of the projects in the proposed bond issue include the replacement or relocation of existing or designed facilities?** ___Yes XNo. There were no replacements or relocations due to a change in the development plan.
- (iv) Railroad, Pipeline or Underground Utility Relocations:** None.
- (v) Joint Use Engineering Studies:** No funding is requested for joint use engineering studies.
- (vi) Bridges and Culverts:** There are no culvert crossings included for reimbursement in this bond issue
- (vii) Proration of Dual Lake-Detention Pond:** **Does the project include funds for the purchase or construction of detention pond facilities which will hold water continuously for aesthetic or recreational purposes?** ___Yes X No
- (viii) Floodplain Mitigation:** **Does the project include funds for costs associated with the mitigation of floodplain areas?** ___Yes X No

(B) All Projects:

- (i) Appraisals:** No facilities are being purchased on the basis of an appraisal.
- (ii) Contract Review Bonds:** **Are the proposed bonds contract revenue bonds?** _____Yes X No.
- (iii) Impact Fees and/or Capital Recovery Fees:** **Does the proposed bond issue include funding for fees calculated and collected under the provisions of V.T.C.A., Local Government Code Chapter 395 (Senate Bill 336, 1987 Regular Session)?** ___Yes X No.

SECTION 12 – MISCELLANEOUS CONSIDERATIONS

(A) Preconstruction Documents:

Not Applicable

(B) Bid Advertisement:

Were the competitive bidding statutes complied with in each of the construction contracts executed? ____ Yes ____ No X NA

Not Applicable. The projects have not been finalized for bidding at this time but competitive bidding statues will be followed.

(C) Developer's 30% Contribution Exemption Request:

The District does not have any developers, as defined in Water Code 49.052(d).

(D) Letters of Credit, Deferment of Bond Proceeds, Other Acceptable Financial Guarantees:

No letters of credit are required. The bond issue is no growth.

(E) Developer Interest Reimbursement:

Not applicable.

(F) Land and Easement Acquisition:

**(i) Storm Water Detention Facilities: Does the District intend to purchase easements or sites for storm water detention facilities?
____ Yes X No**

**(ii) Easements Outside the district's Boundaries: Does the District intend to purchase easements outside the District's boundaries?
____ Yes X No**

(iii) Downstream Drainage Channels: Does the district intend to purchase easements to improve drainage channels downstream of the District that pass through other districts? ____ Yes X No

(iv) Recreational Facility Sites: Does the District intend to purchase sites for recreational facilities? ____ Yes X No

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

(G) District Participation in regional Drainage Systems:

Does the proposed bond issue include funds to be paid to a regional drainage authority for capacity in a regional storm water detention system?

Yes X No

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

SECTION 13 – MISCELLANEOUS INFORMATION

(A) Contracts with Professional Consultants:

Executed copies of all contracts with professional consultants, whose fees are included in this bond issue, are included as **Attachment “O”**.

(B) Compliance with Commission Rule Section 293.111(a)(6):

A certificate of compliance regarding wastewater connections is provided as **Attachment “P”**.

(C) Key Personnel:

- | | |
|---|---|
| (i) President,
Board of Directors | Beth Jones
1000 Old Mill Road
Cedar Park, Texas 78613 |
| (ii) Attorneys | Cole Konopka
Coats Rose, P.C.
2700 Via Fortuna, Suite 350
Austin, Texas 78746
Phone: 512.541.3593 |
| (iii) Financial Advisor | Corey Howell
The GMS Group, L.L.C.
5075 Westheimer Rd #1175
Houston, TX 77056
Phone: 713.968.2030 |
| (iv) Operator | Darald Berger
Inframark
13915 N Mopac Expy STE 105
Austin, TX 78728
Phone: 469.536.6304 |
| (vi) Tax Assessor-Collector,
Williamson County | Larry Gaddes
Williamson County Tax Collector
904 S Main Street
Georgetown, TX 78626
Phone: 512.943.1601 |

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

- | | |
|--|--|
| (vii) Tax Assessor-Collector,
Travis County | Celia Israel
Travis County Tax Collector
2433 Ridgpoint Dr.
Austin, TX 78754
Phone: 512.854.9473 |
| (viii) Chief Appraiser,
Williamson County | Alvin Lankford
Williamson County Appraisal District
625 FM1460
Georgetown, TX 78626
Phone: 512.930.3787 |
| (ix) Chief Appraiser,
Travis County | Leana Mann
850 E Anderson Ln
Austin, TX 78752
Phone: 512.834.9317 |
| (x) Engineer | Jacob W. Valentien, P.E.
Westwood Professional Services
8701 N. Mopac Expy., Suite 320
Austin, Texas 78759
Phone: 512.485.0831 |
| (xi) Bookkeeper | Lisa Rickert
Artesian Financial Services
130 Industrial Blvd, Suite 120
Sugarland, TX 77478
Phone: 832.725.9841 |

(D) Reporting Requirements:

Has the District submitted a current Director's Registration Form?

 X Yes No

Has the District submitted a current District Information Form as required by V.T.C.A. Water Code Section 49.455? X Yes No

Has the District submitted a current Audit Report or Financial Dormancy Affidavit? X Yes No

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO.1

Ninth Bond Issue

(E) Name Signs:

Has the District posted two name signs, at two or more principal entrances to the District? X Yes No

There are two posted name signs at principal entrances to the District. One is near the intersection of El Salido Pkwy and N FM 620 near the southern end of the District, and the other is on Old Mill Rd near the northern end of the District.

(F) Other Information:

Provide any other information necessary to adequately describe or support the project: To our knowledge, the foregoing information adequately supports the project. Additional information will be submitted on request.

**WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY
DISTRICT NO. 1**

**\$5,810,000 BOND APPLICATION REPORT
BOND ISSUE NO. 9**

ATTACHMENTS TO BOND APPLICATION REPORT

ATTACHMENT A

COPY OF ORDER CALLING THE ELECTION

BOND PROPOSITION

ORDER CANVASING THE RESULTS OF THE ELECTION

**ON FILE WITH TEXAS COMMISSION ON ENVIRONMENTAL
QUALITY**

ATTACHMENT B

**OFFICIAL BOARD ACTION REGARDING ANNEXATIONS AND
EXCLUSIONS**

000. NO.
00111825

FILM CODE

00004430439

CERTIFICATE FOR ORDER

THE STATE OF TEXAS :
COUNTIES OF WILLIAMSON :
AND TRAVIS :

4:32 PM 4298

13.00 INED
2 2 12/06/88
1118.25-D004
36.04-CHP4

The undersigned officer of the Board of Directors of Maple Williamson-Travis Counties Municipal Utility District No. 1 hereby certifies as follows:

1. The Board of Directors of Williamson-Travis Counties Municipal Utility District No. 1 convened in regular session on the 27th day of April, 1988 at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of the Board, to wit:

John N. Furlong - President
William R. Kochwelp - Vice-President
Phillip A. Jaeger - Secretary
Brian T. Hardin - Treasurer/Assistant Secretary

and all of said Directors were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: an

ORDER GRANTING PETITION TO INCLUDE LAND WITHIN
WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1
CONTINGENT UPON CONSENT OF THE CITY OF CEDAR PARK, TEXAS

was introduced for the consideration of the Board. It was then duly moved and seconded that the Order be adopted, and, after due discussion, the motion, carrying with it the adoption of the Order, prevailed and carried unanimously.

2. A true, full and correct copy of the Order adopted at the meeting described in the above paragraph is attached to this certificate; the Order has been duly recorded in the Board's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Order would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place and subject of the meeting was given as required by Vernon's Texas Civil Statutes, Article 6252-17, as amended.

SIGNED AND SEALED the 27th day of April, 1988.

(SEAL)

REAL PROPERTY RECORDS
Travis County, Texas

Phillip A. Jaeger
Phillip Jaeger Secretary
Board of Directors

10830 2180

THE STATE OF TEXAS:

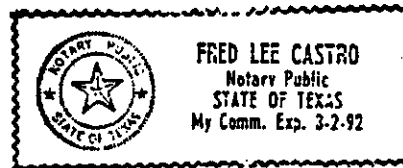
COUNTY OF TRAVIS :

This instrument was acknowledged before me on April 27, 1988 by Phillip Jaeger, Secretary of the Board of Directors of Williamson-Travis Counties Municipal Utility District No. 1, on behalf of said District.

Fred Lee Castro

Notary Public, State of Texas

MWMTR-FC.170



PLEASE RETURN TO:
Denise L. Motal
Armbrust & Brown
2600 One American Center
Austin, Texas 78701

REAL PROPERTY RECORDS
Travis County, Texas

10830 2181

ORDER GRANTING PETITION TO INCLUDE
LAND WITHIN WILLIAMSON-TRAVIS COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 1 CONTINGENT
UPON CONSENT OF THE CITY OF CEDAR PARK, TEXAS

STATE OF TEXAS :

COUNTIES OF WILLIAMSON
AND TRAVIS :

WHEREAS, the owners of certain real property situated in Williamson County, Texas (the "Land") have filed a petition (the "Petition") with the Board of Directors (the "Board") of Williamson-Travis Counties Municipal Utility District No. 1 (the "District") requesting that the Land be included in the District; and

WHEREAS, in accordance with the "Resolution Consenting to Creation of Williamson-Travis Counties Municipal Utility District No. 1" of the City of Cedar Park, Texas (the "City"), the District may not add or annex any land to the District until a request therefor has been submitted to and acted upon by the City in the manner provided by Section 54.016 of the Texas Water Code; and

WHEREAS, the Board has heard and considered the Petition and has determined that adding the Land to the District is to the advantage of the District and that the water, sewer, and drainage systems and other improvements of the District are sufficient or will be sufficient to supply the Land without injuring land already in the District, and has future determined, subject to the approval of the City, to approve the Petition and to add the Land to the District; and

WHEREAS, the owners of the Land have agreed to assume their share of all present and future debts of the District in the same manner and to the same extent as other Lands and improvements in the District and liable for the District's debts and have authorized the Board to levy a tax on the Land in each year while any of the bonds, notes, or other obligations payable in whole or in part from taxation are outstanding, to pay their share of such indebtedness; and

WHEREAS, the Land described in the field notes attached hereto as Exhibit "A" constitutes the same land described in the Petition and such field note description has been certified to the Board of Directors as a true and correct metes and bounds description of the Land; and

WHEREAS, the owners of the Land have certified to the Board that no qualified voters reside on the Land;

REAL PROPERTY RECORDS
Travis County, Texas

10830 2182

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1 as follows:

Section 1: The matters set forth in the preamble to this Order are found to be true and correct.

Section 2: The Petition is hereby approved; provided, however, that the addition of the Land shall be contingent upon the consent of the City to the addition of the Land to the District.

Section 3: The owners of the Land are hereby directed to file a petition with the City seeking the City's consent to the addition of the Land to the District within sixty (60) days of the date of this Order and to obtain such consent within one hundred eighty (180) days of the date of this Order. A failure by the owners to comply with such requirements shall render this Order revocable by the District. Upon approval of the City of the addition of the Land to the District, the annexation of the Land shall be confirmed by Order of the Board.

Section 4: The owners of the Land shall be required to assume their share of all present and future debts or other obligations of the District, and the Board shall be authorized to levy a tax on the Land in each year while any of the bonds, notes or other obligations of the District payable in whole or in part from taxation are outstanding.

Section 5: This Order supersedes and replaces all prior Orders and Resolutions of the Board regarding the annexation of the Land.

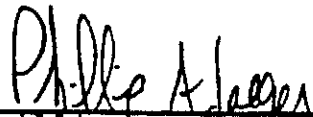
Section 6: A certified copy of this Order shall be placed of record in the Real Property Records of Williamson and Travis Counties, Texas, and a copy of the Petition shall be filed with the Executive Director of the Texas Water Commission.

APPROVED AND ADOPTED this 27th day of April, 1988.


John N. Furlong, President
Board of Directors

(SEAL)

ATTEST:


Phillip Jaeger, Secretary
Board of Directors

REAL PROPERTY RECORDS
Travis County, Texas

MWMTR-FC.174

10830 2183

CARLSON, DIPPEL & MARX
SURVEYING COMPANY

FIELD NOTES

15.95 ACRES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND PART OF THE WILLIAM FRAMPTON SURVEY, AND THE JESSE GRIMES SURVEY, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND PART OF THAT CERTAIN 88.974 ACRE TRACT OF LAND, SAME BEING TRACTS 3,4,5,6 and 7, OF NAUMANN'S SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET "A", SLIDE 384, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, CONVEYED IN A DEED TO C. ROBERT MAYFIELD, TRUSTEE, OF RECORD IN VOLUME 882, PAGE 718, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING 15.95 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron stake in the northerly E.O.W. line of Farm-to-Market Road No. 630, being the southeasterly corner of said Mayfield 88.974 acre tract, for the southeast corner of the herein described tract,

THENCE, along said E.O.W., a curve to the left, whose radius equals 1,482.89 feet, an arc distance of 424.35 feet, and whose chord bears S 49°31'30" W, 422.90 feet, and S 41°18'00" W, 1,290.40 feet to an iron stake for the southwest corner of said Mayfield tract, for the southwest corner of the herein described tract,

THENCE, leaving said E.O.W., N 85°32'00" W, 485.78 feet to a point in the West line of said Mayfield tract, for the northwest corner of the herein described tract,

THENCE, crossing said Mayfield tract, N 41°18'00" E, 1,826.50 feet to a point for the northeast corner of the herein described tract,

THENCE, S 48°42'00" E, 444.91 feet to the PLACE OF BEGINNING containing 15.95 - acres of land.

SURVEYED BY:


Wiley E. Marx, R.S. No. 1931
CARLSON, DIPPEL & MARX SURVEYING COMPANY

/pb
Job No. 883
February 23, 1934



2802 CAPITAL OF TEXAS HWY., SUITE 204 • AUSTIN, TEXAS 78746 • (512) 227-6280

Exhibit A

REAL PROPERTY RECORDS
Travis County, Texas

10830 2184

DEC 6 1988



Lana L. Buehler
COUNTY CLERK
TRAVIS COUNTY, TEXAS

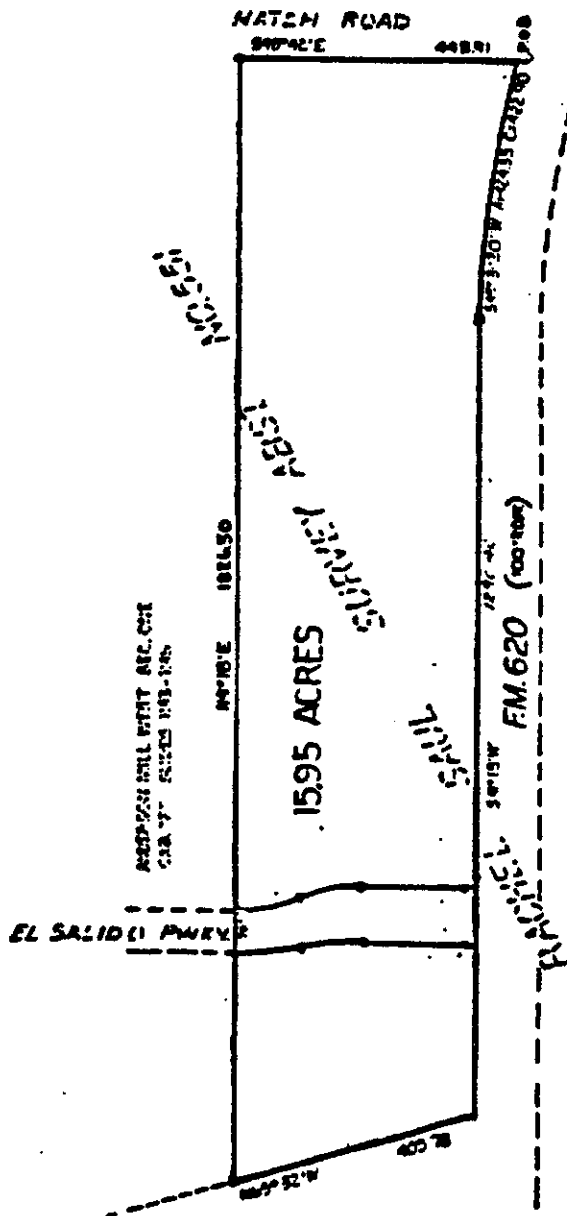
FILED

88 DEC -6 PM 3:51

DAVID STEE INV01R
COUNTY CLERK
TRAVIS COUNTY, TEXAS

PLEASE RETURN TO:
Denise L. Motal
Armbrust & Brown
2600 One American Center
Austin, Texas 78701

SKETCH TO ACCOMPANY FIELD NOTES FOR 15.95 ACRES
OF LAND OUT OF AND PART OF THE RACHEL SAUL SURVEY ABST NO. 551
SITUATED IN WILLIAMSON COUNTY, TEXAS



PREPARED BY
24 VERNER ASSOCIATES SURVEYING CO.
3401 SLAUGHTER LANE WEST
AUSTIN, TEXAS 78748

REAL PROPERTY RECORDS
Travis County, Texas

10830 2185

ORDER CONFIRMING ANNEXATION OF LAND TO
WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1

THE STATE OF TEXAS §
 §
COUNTIES OF TRAVIS §
AND WILLIAMSON §

WHEREAS, the owners of the land described on Exhibit "A", attached hereto and incorporated herein by reference (the "Land") filed a petition (the "Petition") with the Board of Directors (the "Board") of Williamson-Travis Counties Municipal Utility District No. 1 (the "District") requesting that the Land be included in the District; and

WHEREAS, by order dated April 27, 1988 (the "Order") the Board approved the Petition, contingent upon the consent of the City of Cedar Park (the "City") to such annexation; and

WHEREAS, the City approved the annexation of the Land by resolution dated November 22, 1988; and

WHEREAS, in accordance with the terms of the Order, the Board now desires to confirm the annexation of the Land to the District;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE BOARD OF DIRECTORS OF WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1 as follows:

Section 1: The annexation of the Land is hereby confirmed.

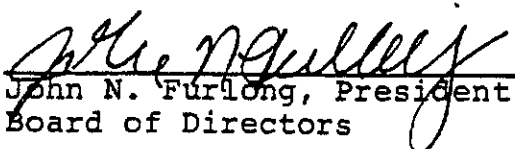
Section 2: The owners of the Land shall be required to assume their share of all present and future debts or other obligations of the District, and the Board shall be authorized to levy a tax on the Land in each year while any of the bonds, notes or other obligations of the District payable in whole or in part from taxation are outstanding.

Section 3: A certified copy of this Order shall be placed of record in the Real Property Records of Travis County and the Official Records of Williamson County, Texas, and shall be filed with the Executive Director of the Texas Water Commission.

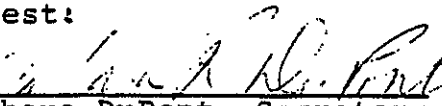
Approved and adopted this 20th day of December, 1988.

WILLIAMSON-TRAVIS COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 1

By:


John N. Furlong, President
Board of Directors

Attest:


Barbara DuPont, Secretary
Board of Directors

5-1288.01

CARLSON, DIPPEL & MARX

SURVEYING COMPANY

FIELD NOTES

15.95 ACRES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND PART OF THE WILLIAM FRAMPTON SURVEY, AND THE JESSE GRIMES SURVEY, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND PART OF THAT CERTAIN 89.974 ACRE TRACT OF LAND, SAME BEING TRACTS 3,4,5,6 and 7, OF NAUMANN'S SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET "A", SLIDE 354, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, CONVEYED IN A DEED TO C. ROBERT MAYFIELD, TRUSTEE, OF RECORD IN VOLUME 592, PAGE 719, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING 15.95 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron stake in the northerly R.O.W. line of Farm-to-Market Road No. 520, being the southeasterly corner of said Mayfield 89.974 acre tract, for the southeast corner of the herein described tract,

THENCE, along said R.O.W., a curve to the left, whose radius equals 1,482.09 feet, an arc distance of 424.35 feet, and whose chord bears S 49°31'30" W, 422.90 feet, and S 41°18'00" W, 1,290.40 feet to an iron stake for the southwest corner of said Mayfield tract, for the southwest corner of the herein described tract,

THENCE, leaving said R.O.W., N 65°32'00" W, 405.78 feet to a point in the West line of said Mayfield tract, for the northwest corner of the herein described tract,

THENCE, crossing said Mayfield tract, N 41°18'00" E, 1,826.50 feet to a point for the northeast corner of the herein described tract,

THENCE, S 48°42'00" E, 448.91 feet to the PLACE OF BEGINNING containing 15.95 acres of land.

SURVEYED BY:


Wiley E. Marx, R.S.S. No. 1931
CARLSON, DIPPEL & MARX SURVEYING COMPANY

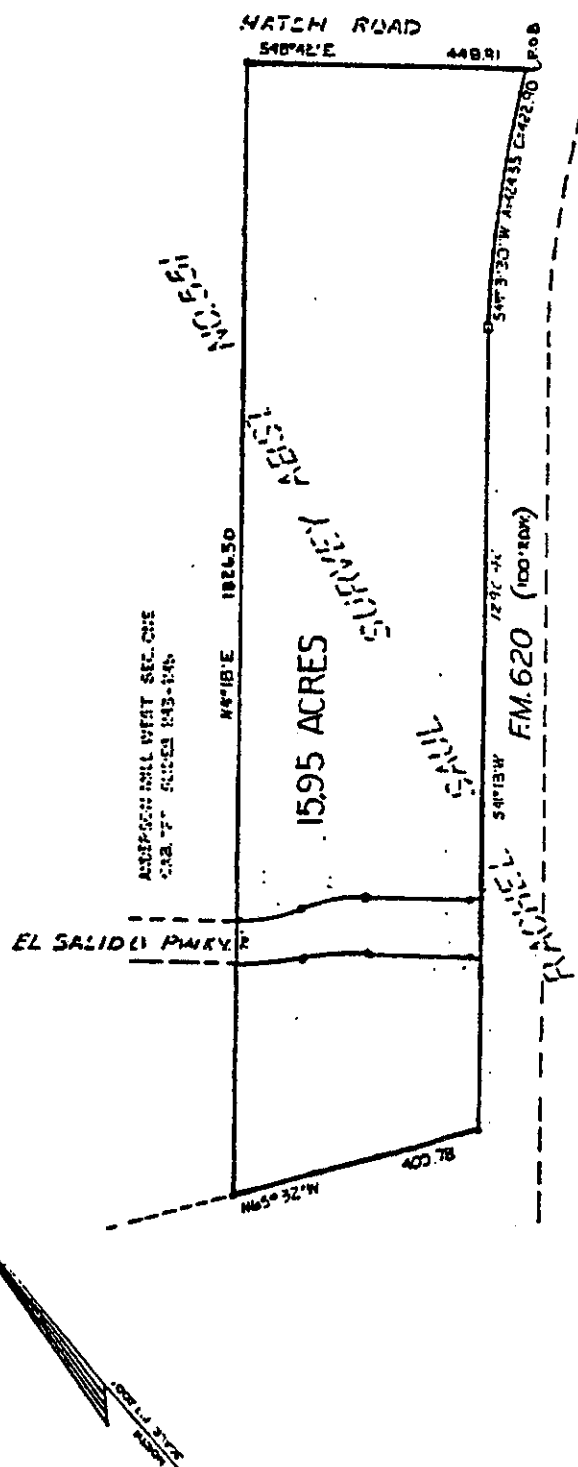
/pb
Job No. 695
February 23, 1984



2406 CAPITAL OF TEXAS HWY., SUITE 204 • AUSTIN, TEXAS 78746 • (512) 327-8290

Exhibit A

SKETCH TO ACCOMPANY FIELD NOTES FOR 15.95 ACRES
OF LAND OUT OF AND PART OF THE RACHEL SAUL SURVEY ABST NO. 551
SITUATED IN WILLIAMSON COUNTY, TEXAS.

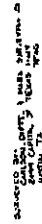


PREPARED BY
EKEVEN AND ASSOCIATES SURVEYING CO.
3401 SLAUGHTER LANE WEST
AUBURN, ALABAMA 36848

ATTACHMENT C

DISTRICT BOUNDARY MAP

6-27-64

[illegible]

ATTACHMENT D

LOCATION MAP



District Boundary Map

Williamson-Travis Counties MUD 1

Austin, TX

Exhibit 50920.05/February 18, 2026

Legend

Williamson-Travis Counties MUD 1



ATTACHMENT E

**COPY OF ORDERS CANVASSING RETURNS OF MAINTENANCE
TAX ELECTION**

STATE OF TEXAS §

COUNTY OF TRAVIS §

I, Mary Ann Hefner, Chief Clerk of the Texas Water Commission, do hereby certify that the attached and foregoing is a true and correct copy of the ORDER CANVASSING THE RETURNS AND DECLARING THE RESULTS OF JUNE 18, 1985 CONFIRMATION AND DIRECTOR ELECTION, BOND ELECTION AND MAINTENANCE TAX ELECTION REGARDING WILLIAMSON-TRAVIS COUNTIES MUD NO. 1, the original of which is on file in the official records of the Commission.

GIVEN UNDER MY HAND AND THE SEAL OF THE TEXAS WATER COMMISSION, this the 1st day of October, 1985.


Mary Ann Hefner, Chief Clerk
Texas Water Commission

(SEAL)

ORDER CANVASSING THE RETURNS AND
DECLARING THE RESULTS OF
JUNE 18, 1985 CONFIRMATION AND DIRECTOR ELECTION,
BOND ELECTION AND MAINTENANCE TAX ELECTION

WHEREAS, at an election held in Williamson-Travis Counties Municipal Utility District No. 1 (the "District") on the 18th day of June, 1985, there was submitted the following propositions:

Proposition I: to confirm the creation of Williamson-Travis Counties Municipal Utility District No. 1; Proposition II: for the issuance of bonds and the pledge of revenues and the levy of ad valorem taxes adequate to provide for the payment of the bonds; Proposition III: for the levy of a maintenance tax of not to exceed one and 50/100 dollars (\$1.50) per one hundred dollars (\$100) valuation of taxable property in the District; and the question of the election of five (5) permanent directors for the District; and

WHEREAS, the votes cast at said election have been counted and recorded on the official election returns, and said returns have been certified and filed with this Board of Directors by the appropriate election officials; and

WHEREAS, said returns show that Proposition I received the following votes:

For	1
Against	0

WHEREAS, said returns show that Proposition II received the following votes:

For	1
Against	0

WHEREAS, said returns show that Proposition III received the following votes:

For	1
Against	0

WHEREAS, said returns show that the following persons received the following number of votes cast at the election:

Patricia Ann Lee Bradstreet	1 vote
John N. Furlong	1 vote
Brian Thomas Hardin	1 vote
William Robert Kochwelp	1 vote
Richard King Sheldon	1 vote
_____	_____ votes
_____	_____ votes
_____	_____ votes
_____	_____ votes

WHEREAS, the election was called and held in all respects under and in strict conformity with the Constitution and laws of the State of Texas and the United States of America;

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1 THAT:

Section 1. The matters and facts recited in the preamble of this Order are found to be true and correct.

Section 2. The election held in the District on the 18th day of June, 1985, which is more fully described in the preamble of this Order, was called and notice given thereof in accordance with law; and the election was held in all respects in conformity with law; and the returns of the election have been made by the proper officials.

Section 3. Said election has resulted in the approval of Propositions I, II and III, and has resulted in the election of the following permanent directors: Richard King Sheldon and John N. Furlong who shall serve for a term ending after the annual director election to be held on April 5, 1986; and Patricia Ann Lee Bradstreet, Brian Thomas Hardin and William Robert Kochwelp who shall serve for a term ending after the annual director election to be held on April 2, 1988. Each of said persons shall enter into the duties of his office and begin to serve his term of office upon posting bond in the amount of \$10,000.00 as required by law and upon taking the constitutional oath of office.

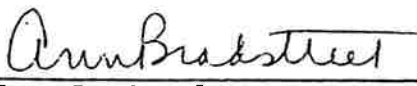
Section 4. A certified copy of this Order shall be filed and recorded in the Real Property Records of Williamson and Travis Counties, Texas, and a certified copy of this Order shall be filed with the Texas Department of Water Resources.

Section 5. It is hereby found that the meeting at which this Order has been considered and adopted is open to the public as required by law, and that written notice of the time, place and subject matter of said meeting, and of the proposed adoption of this Order, was given as required by Article 6252-17, Texas Civil Status, as amended. The Board of Directors hereby ratifies and confirms said written notice and the contents and posting thereof.

PASSED AND APPROVED the 26th day of June, 1985.


Richard King Sheldon
President, Board of Directors
WILLIAMSON-TRAVIS COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 1

(SEAL)


Ann L. Bradstreet
Secretary, Board of Directors
WILLIAMSON-TRAVIS COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 1

Armbrust & Brown
2600 One American Center
600 Congress Ave.
78701

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

FILED FOR RECORD
AT 2:30 O'CLOCK *P* M.
Sept. 18, 1985
DORIS SHROPSHIRE
Clerk County Court, Travis County, Texas

SEP 18 1985



Doris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

ATTACHMENT F

LAND USE PLAN



NOT TO SCALE

HORIZONTAL SCALE IN FEET

LEGEND

SECTION BOUNDARY

DISTRICT BOUNDARY

11/16/1994 BOND APPLICATION

3/8/1996 BOND APPLICATION

2/19/1997 BOND APPLICATION

3/28/2002 BOND APPLICATION

2/17/2003 BOND APPLICATION



Westwood

Phone (512) 485-0831
Toll Free (888) 937-5150
8701 N. Mopac Expy, Suite 320
Austin, TX 78759
westwoodsps.com

LAND USE PLAN

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
---	MIS	FEB 2026	N.T.S.			EXHB

ATTACHMENT G

ITEMIZED COST BREAKDOWN

**Williamson Travis Counties Municipal Utility District No. 1
Smart Water Meter Purchase and Installation**

Project No.:
Date: 2/18/2024

No.	Bid Item Description	Units	Estimated Quantity	Unit Cost	Total Cost
GENERAL ITEMS					
1	5/8"	EA	1,339	\$632.00	\$846,248.00
2	3/4"	EA	4	\$689.50	\$2,758.00
3	1"	EA	18	\$775.75	\$13,963.50
4	1 1/2"	EA	10	\$2,144.75	\$21,447.50
5	2"	EA	2	\$2,351.75	\$4,703.50
6	3"	EA	5	\$7,319.75	\$36,598.75
7	Accurate Project Management	LS	1	\$6,900.00	\$6,900.00
	SUBTOTAL				\$932,619
	CONTINGENCY (10%)				\$93,262
	TOTAL COST				\$1,025,881

Notes

- (1) This estimate represents my best judgement as a design professional familiar with the construction industry. Westwood Professional Services has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will not vary from this cost estimate.
- (2) The cost documented for the smart meter installations is just an estimate and needs to be updated with a revised quote from the supplier as well as an estimate for the installation labor

**Williamson Travis Counties Municipal Utility District No. 1
Dagama and Sun Chase Lift Station Rehabilitations**

Project No.: 0050920.02
Date: 2/18/2026

No.	Bid Item Description	Units	Estimated Quantity	Unit Cost	Total Cost
General Items					
Lift Station 2 - 2000 Dagama Dr. Improvements					
1	Mobilization, Bonds, & Insurance	%	5%	\$344,100	\$17,200
2	Demolition	LS	1	\$10,000	\$10,000
3	Generator Replacement	LS	1	\$100,000	\$100,000
4	Clean & Coat Wet Well	SF	302	\$33	\$11,000
5	Wet Well Pipe Replacement	LS	1	\$6,000	\$6,000
6	Valve Vault Pipe Recoating	LS	1	\$1,000	\$1,000
7	Valve Replacement	LS	1	\$12,000	\$12,000
8	Pump Replacement	EA	2	\$21,000	\$42,000
9	Bypass Pump Rental	MONTHS	2	\$10,000	\$20,000
10	Bypass Pump Installation and Take-Down	LS	1	\$15,000	\$15,000
11	Replace Cable Holder	LS	1	\$1,000	\$1,000
12	Wet Well Fall Protection	LS	1	\$2,000	\$2,000
13	Valve Vault Drain	LS	1	\$10,000	\$10,000
14	Valve Vault Ladder	LS	1	\$1,000	\$1,000
15	Fence Extension	LS	1	\$30,000	\$30,000
16	Driveway Repair	SY	34	\$90	\$3,100
17	Grate Installation	LS	1	\$10,000	\$10,000
18	Miscellaneous Electrical	LS	1	\$70,000	\$70,000
Lift Station 3 - 2403 Sun Chase Blvd. Improvements					
19	Mobilization, Bonds, & Insurance	%	5%	\$260,000	\$13,000
20	Demolition	LS	1	\$5,000	\$5,000
21	Clean and Coat Wet Well	SF	434	\$33	\$15,000
22	Pipe Recoating	LS	1	\$2,000	\$2,000
23	Valve Replacement	LS	1	\$12,000	\$12,000
24	Valve Vault and Wet Well Cover Recoating	LS	1	\$10,000	\$10,000
25	Pump Replacement	EA	2	\$16,500	\$33,000
26	Riser Pipe Support Replacement	LS	1	\$5,000	\$5,000
27	Wet Well Fall Protection	LS	1	\$1,000	\$1,000
28	Fence Repair	LS	1	\$1,000	\$1,000
29	Bypass Pump Rental	MONTHS	2	\$10,000	\$20,000
30	Bypass Pump Installation and Take-Down	LS	1	\$15,000	\$15,000
31	Installation of Bypass Tee	EA	1	\$24,000	\$24,000
32	Installation of Doghouse Manholes	EA	2	\$22,500	\$45,000
33	Driveway Replacement	SF	100	\$20	\$2,000
34	Miscellaneous Electrical	LS	1	\$70,000	\$70,000
	SUBTOTAL				\$634,300
	CONTINGENCY (10%)				\$63,430
	TOTAL COST				\$697,730

Notes

- (1) This estimate represents my best judgement as a design professional familiar with the construction industry. Westwood Professional Services has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will not vary from this cost estimate.
- (2) The Dagama and Sun Chase LS Rehabilitation project is currently underway in design. The construction cost estimate reflects the current design cost estimate at this time.

**Williamson Travis Counties Municipal Utility District No. 1
Sanitary Sewer Rehabilitation**

WW No. 0050920.01
Date: 12/10/2025

No.	Bid Item Description	Units	Estimated Quantity	Unit Cost	Total Cost
General Items					
1	Mobilization, Bonds, & Insurance	%	3%	\$921,400	\$27,642
2	Pipe Bursting 8" Lines	LF	80	\$40	\$3,200
3	Open Cut Repair on 8" Lines	LF	463	\$93	\$43,059
4	Pipe Bursting 12" Lines	LF	82	\$59	\$4,838
5	Tap Repairs	EA	2	\$635	\$1,270
6	Point Repairs	EA	19	\$3,000	\$57,000
7	Sag Repairs	EA	37	\$2,400	\$88,800
8	Remote Root Removal	EA	2	\$1,500	\$3,000
9	Remove Manhole Debris	EA	1	\$350	\$350
10	Replace Manhole Ring and Cover	EA	60	\$1,000	\$60,000
11	Recoat Manhole	VF	418	\$450	\$187,875
12	Repair Manhole Connection to Pipe	EA	31	\$450	\$13,950
13	Rehab Manhole	VF	212	\$550	\$116,325
14	Traffic Control	LS	1	\$110,000	\$110,000
15	Trench Safety	SF	56,664	\$1.00	\$56,664
16	Site Restoration	SY	99	\$12.00	\$1,188
17	Pavement Repair	SY	1,931	\$90.00	\$173,825
	SUBTOTAL				\$948,986
	CONTINGENCY (10%)				\$94,899
	ENGINEERING & TECHNICAL SERVICES				\$156,588
	PROJECT TOTAL				\$1,200,473

Notes

(1)

Cost is based on Westwood Professional Services review and assessment of videos and reports from the District's 2025 sanitary sewer cleaning and televising project

Williamson Travis Counties Municipal Utility District No. 1 Water System Service Line Inspections

Project No.: 0050920.02
Date: 2/18/2026

No.	Bid Item Description	Units	Estimated	Unit Cost	Total Cost
GENERAL ITEMS					
1	Mobilization, Bonds, & Insurance	%	3%	\$75,500	\$2,265
2	AMW Section 1	LOTS	229	\$140	\$32,060.00
3	AMW Section 2	LOTS	92	\$140	\$12,880.00
4	AMW Section 3	LOTS	166	\$140	\$23,240.00
5	AMW Section 4	LOTS	42	\$140	\$5,880.00
6	AMW Section 4A	LOTS	7	\$140	\$980.00
7	AMW Section 10	LOTS	2	\$140	\$280.00
8	AMW Section 10A	LOTS	1	\$140	\$140.00
	SUBTOTAL				\$77,725.00
	CONTINGENCY (10%)				\$7,772.50
	TOTAL COST				\$85,497.50

Notes

- (1) This estimate represents my best judgement as a design professional familiar with the construction industry. Westwood Professional Services has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will not vary from this cost estimate.
- (2) Cost is based on Westwood Professional Services review and assessment of the lifespans of existing water lines in the district and encompasses the replacement of water lines in Anderson Mill West Sections 1, 2, 3, 4, 4A, and 10

Williamson Travis Counties Municipal Utility District No. 1 Water System Line Replacement

Date: 2/18/2026

No.	Bid Item Description	Units	Estimated Quantity	Unit Cost	Total Cost
GENERAL ITEMS					
1	Mobilization, Bonds, & Insurance	%	3%	\$1,515,300	\$45,459
2	Replacing 6" Lines	LF	2,769	\$80	\$221,520
3	Replacing 8" Lines	LF	5,879	\$95	\$558,505
4	Replacing 12" Lines	LF	2,405	\$115	\$276,575
5	Replacing 4" Gate Valves	EA	1	\$1,450	\$1,450
6	Replacing 6" Gate Valves	EA	14	\$1,800	\$25,200
7	Replacing 8" Gate Valves	EA	18	\$2,200	\$39,600
8	Replacing 12" Gate Valves	EA	2	\$4,200	\$8,400
9	Replacing Fire Hydrants	EA	20	\$4,400	\$88,000
10	Fittings	TON	35	\$110	\$3,850
11	Replacing Long Side Connections	EA	61	\$1,400	\$85,400
12	Replacing Short Side Connections	EA	75	\$1,100	\$82,500
13	Traffic Control	LS	1	\$20,000	\$20,000
14	Flagmen	LS	1	\$5,000	\$5,000
15	Trench Safety	LF	3,773	\$10	\$37,730
16	Pavement Repair	SY	559	\$110	\$61,486
	SUBTOTAL				\$1,560,675
	CONTINGENCY (10%)				\$156,067
	PROFESSIONAL SERVICES BUDGET				\$247,342
	TOTAL COST				\$1,964,084

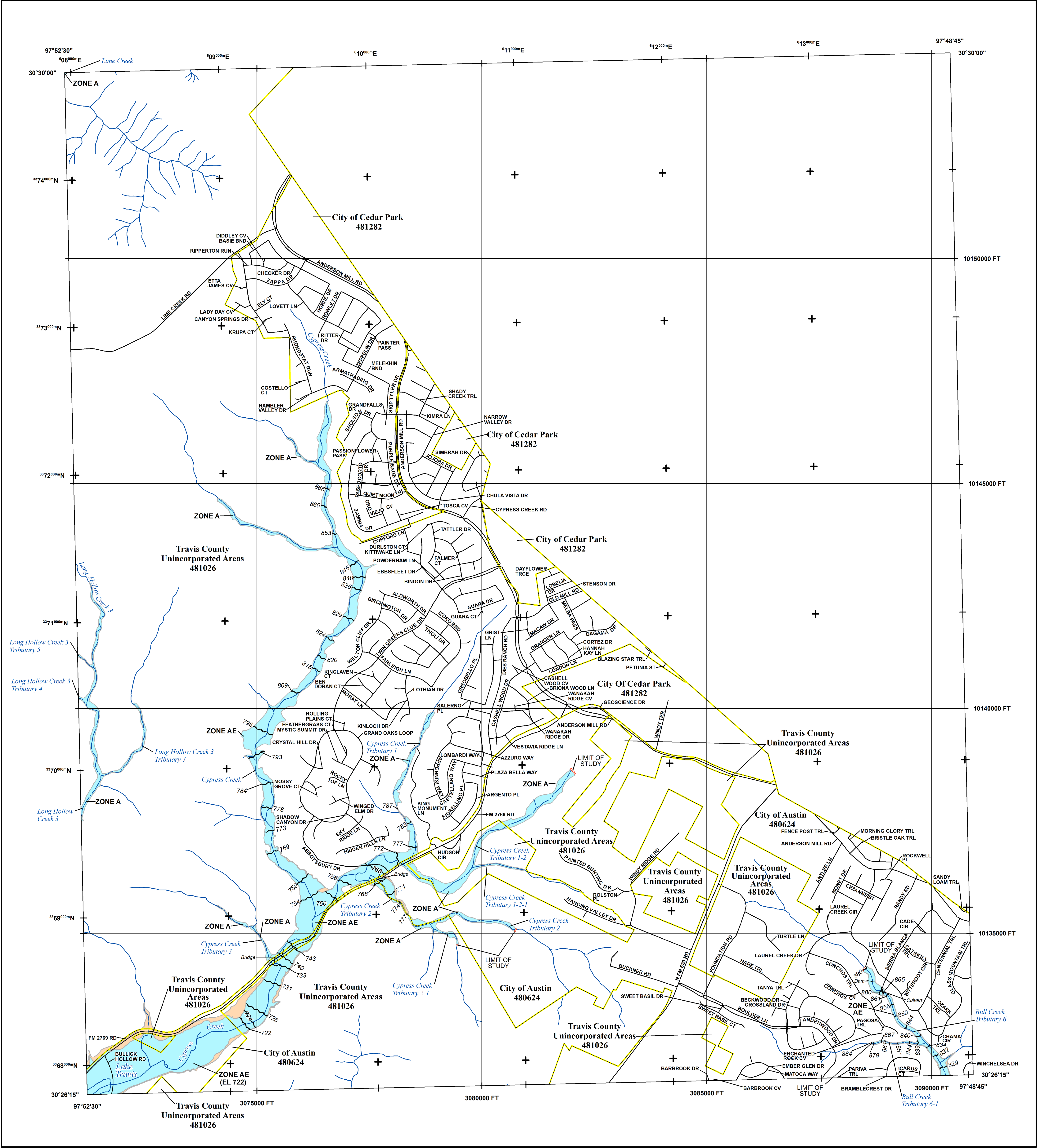
Notes

(1)

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ATTACHMENT H

DISTRICT FLOODPLAIN MAPS



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A,V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD		Regulatory Floodway
		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee See Notes. Zone X
OTHER AREAS		Area with Flood Risk due to Levee Zone D
		NO SCREEN Area of Minimal Flood Hazard Zone X
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at <https://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

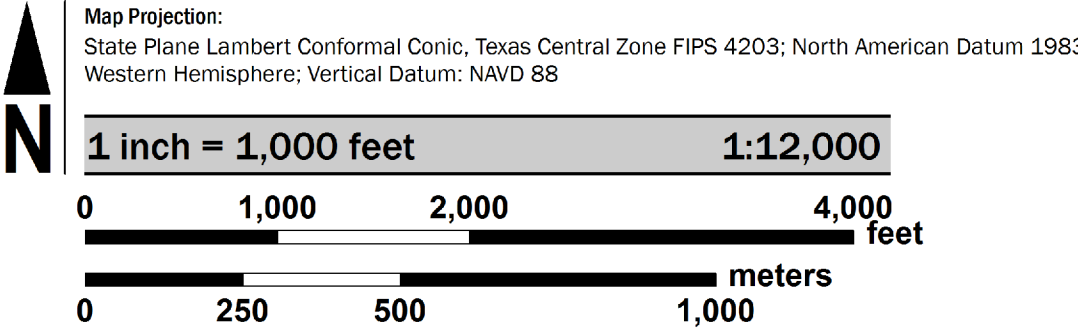
Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

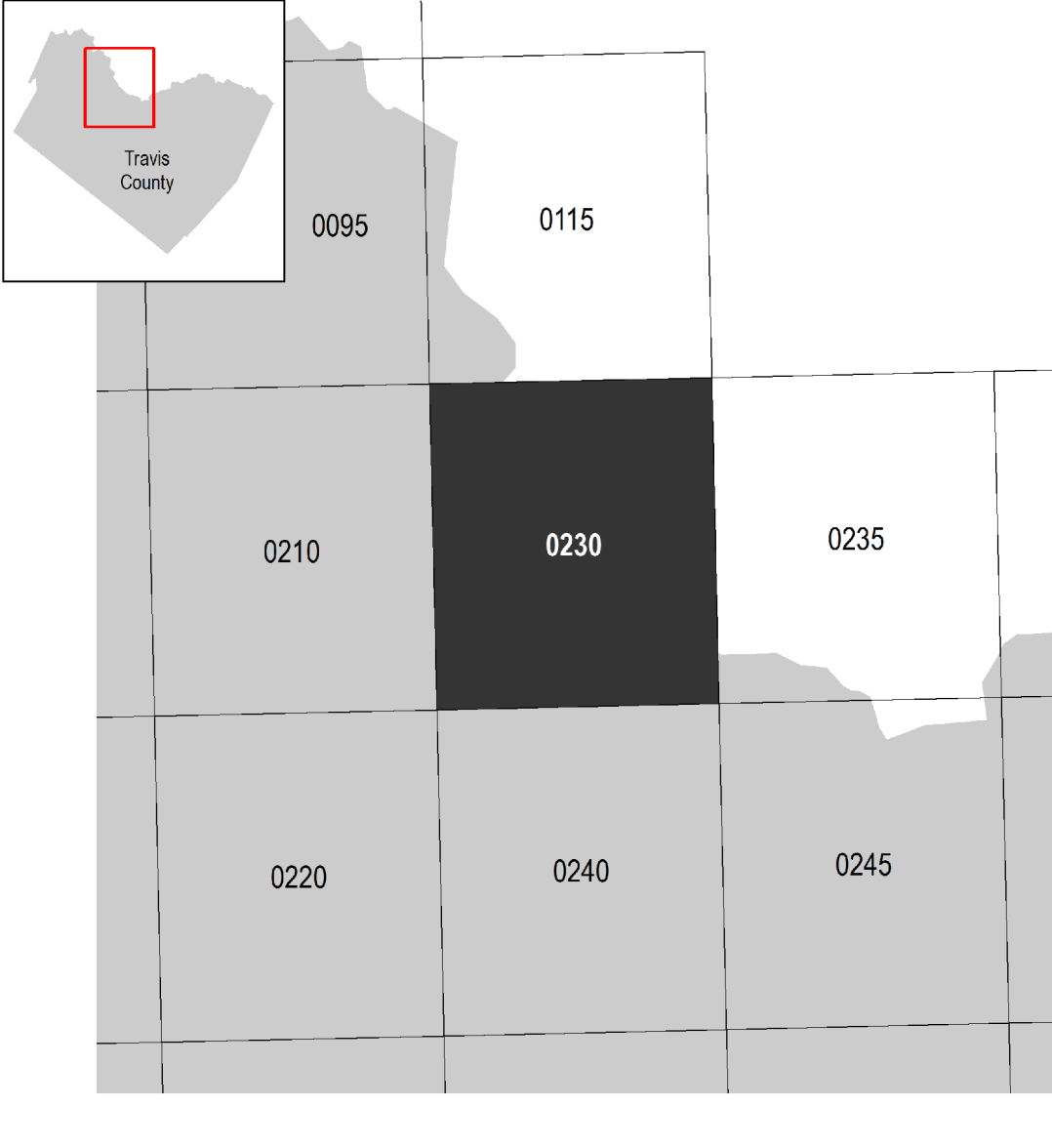
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on this FIRM was derived from digital data obtained from City of Austin dated 2016, NFHL dated 2014, and CAPCOG dated 2014 and 2016.

SCALE



PANEL LOCATOR



National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP

TRAVIS COUNTY, TEXAS
and Incorporated Areas

PANEL 230 OF 730

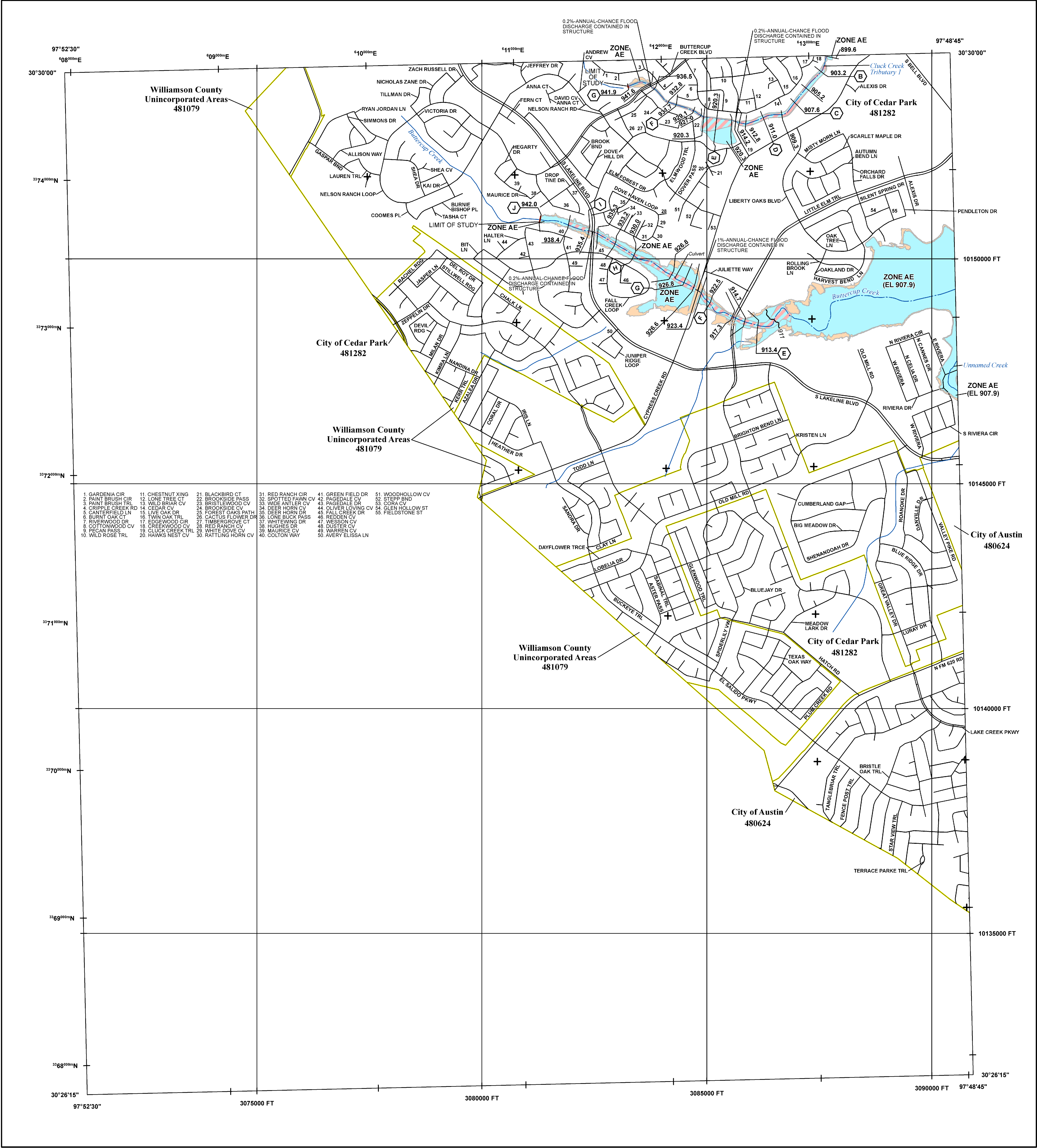
Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
AUSTIN, CITY OF	480624	0230	K
CEDAR PARK, CITY OF	481282	0230	K
TRAVIS COUNTY	481026	0230	K

VERSION NUMBER
2.3.3.3

MAP NUMBER
48453C0230K

MAP REVISED
JANUARY 22, 2020



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE)
		With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
OTHER AREAS		Area with Reduced Flood Risk due to Levee See Notes Zone X
		NO SCREEN Areas of Minimal Flood Hazard Zone X
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert or Storm Sewer
OTHER FEATURES		Levee, Dike or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation (BFE)
		Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary

NOTES TO USERS

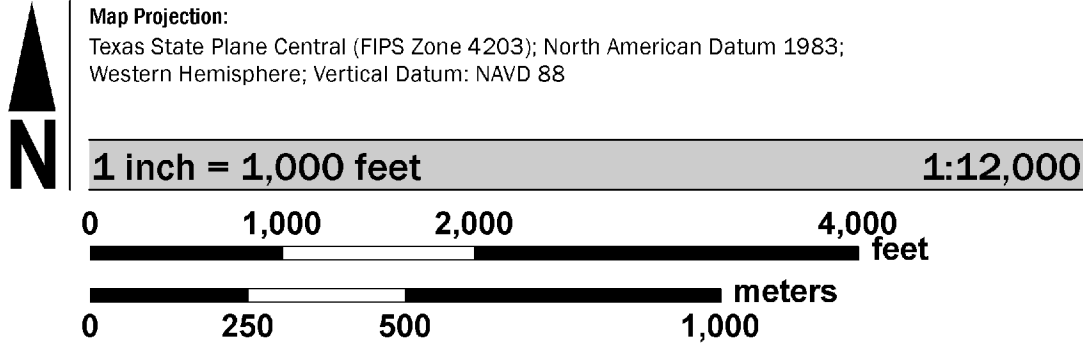
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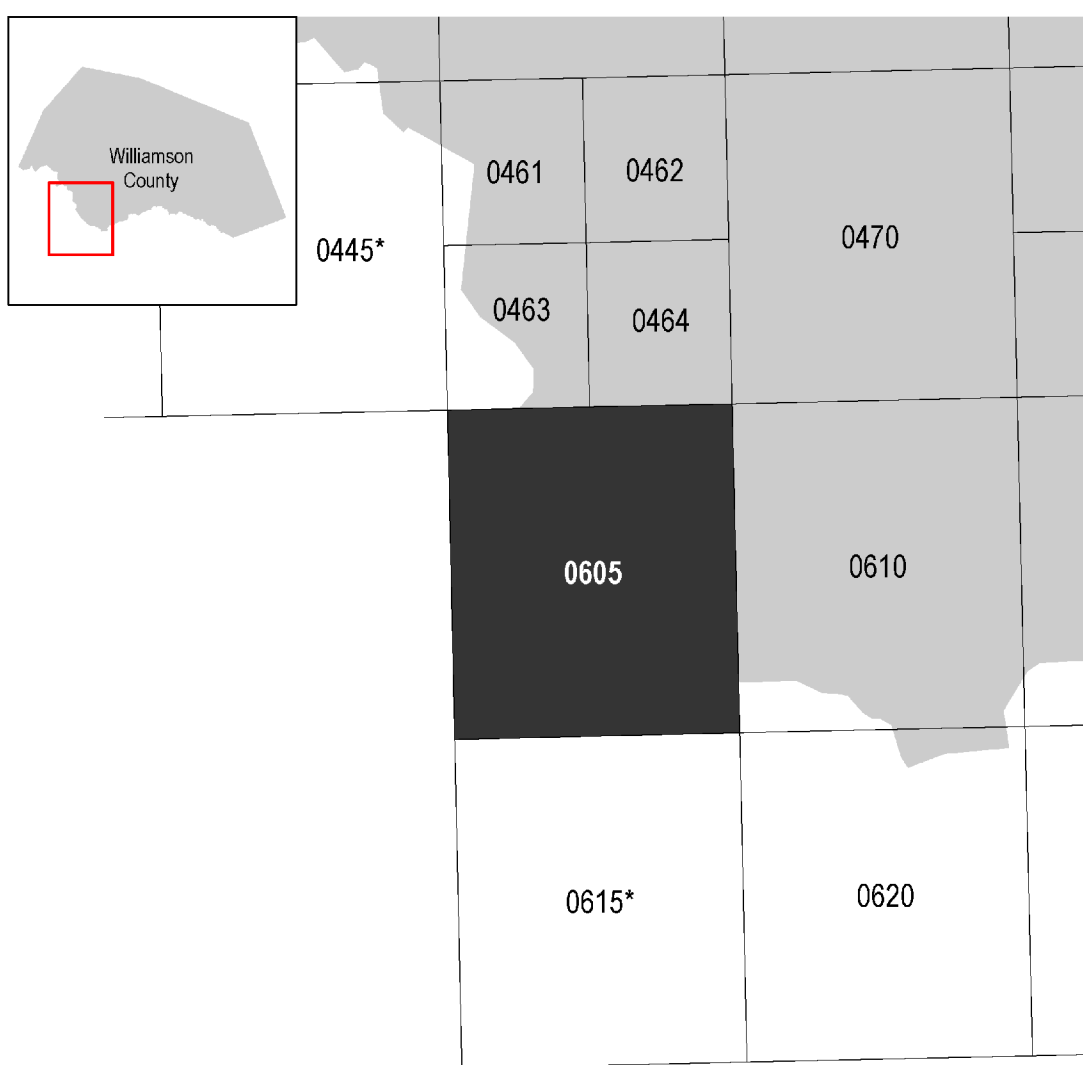
To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on this FIRM was derived from digital data obtained from Texas Natural Resource Information Systems (TNRIS), dated 2000; United States Census Bureau, dated 2015; United States Geological Survey, dated 2005; and the Williamson County Geographic Information Systems (GIS) Department, dated 2014 and 2017.

SCALE



PANEL LOCATOR



*PANEL NOT PRINTED

National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

WILLIAMSON COUNTY, TEXAS
and Incorporated Areas

PANEL **605** OF **750**

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
AUSTIN, CITY OF	480624	0605	F
CEAR PARK, CITY OF	481282	0605	F
WILLIAMSON COUNTY	481079	0605	F

VERSION NUMBER
2.3.3.3

MAP NUMBER
48491C0605F

MAP REVISED
DECEMBER 20, 2019

ATTACHMENT I

LCRA RETAIL WATER SERVICE AGREEMENT

FIRM WATER CONTRACT

By and Between

LOWER COLORADO RIVER AUTHORITY

And

CITY OF CEDAR PARK

FIRM WATER CONTRACT

This Contract is entered by and between the LOWER COLORADO RIVER AUTHORITY (hereinafter, together with its successors and assigns, "LCRA") and the CITY OF CEDAR PARK (hereinafter, together with its successors and assigns as provided herein, "PURCHASER"), who, in mutual consideration of the provisions herein contained, agree as follows:

CONTRACT

1. STANDARD TERMS AND CONDITIONS	1
2. GENERAL TERMS, EXCEPTIONS & SPECIAL CONDITIONS	1
2.1 INCORPORATION OF EXHIBITS	1
2.2 INTERBASIN TRANSFER PERMIT REQUIRED.	1
2.3 MAXIMUM ANNUAL QUANTITY	2
2.4 POINTS OF AVAILABILITY.	2
2.5 MAXIMUM DIVERSION RATE	2
2.6 TYPE OF USE	2
2.7 SERVICE AREA.	2
2.8 RELATIONSHIP TO OTHER AGREEMENTS.	3
2.9 RIGHTS REGARDING RETURN FLOWS	3
2.10 TERM OF CONTRACT.	4
2.11 PREVIOUS CONTRACT.	4
2.12 NOTICE	4
2.13 INDEMNIFICATION.	5

1. STANDARD TERMS AND CONDITIONS

Except as expressly provided in Section 2 of this Contract, the Parties agree to the standard terms and conditions attached hereto as Exhibit A.

2. GENERAL TERMS, EXCEPTIONS & SPECIAL CONDITIONS

2.1 Incorporation of Exhibits.

All Exhibits attached to this Contract are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

2.2 Interbasin Transfer Permit Required.

PURCHASER currently holds Water Use Permit No. 4007, as amended (including 4007A, 4007B and 4007C), issued by the Texas Commission on Environmental Quality (and its predecessors)

which authorizes PURCHASER to transfer a total of not to exceed 18,000 acre-feet of water per year to the Brazos River Basin. Following the execution of this Contract, LCRA will support PURCHASER in jointly filing an application at the Texas Commission on Environmental Quality (TCEQ) to amend Water Use Permit 4007 with Amendment 4007D authorizing the exempt interbasin transfer of the additional water per year authorized by this Contract. PURCHASER agrees to pay all filing fees, notice fees and any other expenses associated with the application. Until TCEQ grants the requested authorization for the additional interbasin transfer, PURCHASER shall not transfer water in excess of 18,000 acre-feet per year currently authorized by Permit No. 4007, as amended. Furthermore, PURCHASER shall not transfer at any time any amounts of water that exceed interbasin transfer authorizations then in effect. Water transferred or used under this Contract must be within LCRA's water service area applicable to PURCHASER as authorized by Texas Special Districts Local Laws Code, section 8503.029(3)(A) and any interbasin transfer permit in effect. The Service Area for use of water under this Contract is further specified in Section 2.7, below. If TCEQ denies the authorization for the additional interbasin transfer contemplated in this Section, or if PURCHASER withdraws the application for such authorization, the MAQ specified in Section 2.3 will be automatically amended to 18,000 acre-feet per year. If TCEQ issues the authorization for an amount less than the MAQ specified in Section 2.3, the MAQ will be automatically amended to the amount authorized by TCEQ; however, in no event shall the MAQ be automatically amended to an amount less than 18,000 acre-feet per year.

2.3 Maximum Annual Quantity

The MAQ is 20,500 acre-feet per year from the Effective Date. The MAQ is subject to reduction as specified in Section 2.2. (There is no Loss Factor applicable to this Contract.) PURCHASER's diversions and transfers of water to the Brazos River Basin are limited as described in Section 2.2.

2.4 Points of Availability.

The Point of Availability is Lake Travis in Travis County, Texas as described and depicted in Exhibit B.

2.5 Maximum Diversion Rate.

The maximum diversion rate authorized under this contract is 63.5 cubic feet per second.

2.6 Type of Use.

This Contract is authorized for Municipal use consistent with Section 1.F. of Exhibit A.

2.7 Service Area.

Water supplied under this contract shall only be used within that certain area in Travis and Williamson counties as described in Exhibit C and depicted in Exhibit D, together hereinafter called the "Service Area." Water transferred or used under this Contract outside of the Colorado River Basin must be within LCRA's water service area applicable to PURCHASER as authorized by Texas Special Districts Local Laws Code, section 8503.029(3)(A) and any interbasin transfer permit in effect.

2.8 Relationship to Other Agreements.

PURCHASER currently delivers water to Twin Creeks Golf Group, L.P., which holds a separate firm water contract with LCRA (the "LCRA-Twin Creeks Contract"). PURCHASER'S obligations to provide notice under the Contract do not apply to water delivered to Twin Creeks Golf Group that is supplied under the LCRA-Twin Creeks Contract. The volume of water supplied under the LCRA-Twin Creeks Contract shall be measured by a separate meter. LCRA's invoices to PURCHASER shall exclude all water made available under the LCRA-Twin Creeks Contract.

2.9 Rights Regarding Return Flows

The rights to effluent and return flows arising from the water supplied under this Contract are as follows:

PURCHASER has the right to direct reuse of effluent arising from the water supplied under this Contract within the Service Area specified in Section 2.7.

PURCHASER has the right to reuse 5,600 acre-feet per year of return flows discharged into South Brushy Creek to the extent specified in Water Use Permit Nos. 4007A, B, and C.

LCRA has the right, but not the obligation, to direct and indirect reuse of effluent and/or return flows remaining after PURCHASER's exercises its rights defined above (such remaining effluent and return flows herein referred to as "Return Flows"). However, LCRA has no right to direct reuse of effluent from PURCHASER's facility located on South Brushy Creek identified in Permit No. 4007A, Paragraph 3, Point of Return, unless such effluent and return flows exceeds 5,600 acre-feet per year.

Purchaser shall not oppose LCRA's acquisition of one or more easements at any wastewater treatment and/or disposal facility owned in whole or in part by Purchaser subject to the terms and conditions described in subparagraphs a)-c) of this Section 2.9:

- a) PURCHASER shall provide to LCRA at market value any easements reasonably necessary for LCRA to locate any collection facilities for Return Flows within facilities wholly owned and controlled by PURCHASER; provided that, LCRA agrees to locate the easements and construct, operate and maintain its facilities in a manner that does not obstruct or otherwise adversely impact or impair PURCHASER's existing or planned operations. This Section only applies to PURCHASER's existing wholly owned and controlled wastewater treatment facility located on South Brushy Creek identified in Permit 4007A, Paragraph 3, Point of Return. LCRA shall not have the right to place collection facilities unless the capacity is increased above the existing capacity of 5.0 million gallons per day;
- b) For facilities not wholly owned by PURCHASER, PURCHASER agrees not to oppose LCRA's acquisition at market value of Purchaser's easement rights and interests in the facilities for easements reasonably necessary for LCRA to locate any collection facilities for Return Flows within the facilities; provided that, LCRA agrees to locate the easements and construct, operate and maintain its facilities in a manner that does not obstruct or otherwise adversely impact or impair existing or planned operations at the facilities. The

rights granted herein apply only to PURCHASERS rights to real property and/or Return Flows associated with such facilities, and do not apply to the rights of other owners of the facilities; and

- c) PURCHASER agrees not to oppose any permit application submitted by LCRA to the Texas Commission on Environmental Quality related to the Return Flows.

2.10 Term of Contract.

The term of this Contract is 40 years unless terminated earlier by either party consistent with Exhibit A.

2.11 Previous Contract.

Upon the Effective Date of this Contract, that certain Water Contract between LCRA and PURCHASER, dated June 13, 2001 (LCRA Contract No. 00037571) shall be null, void, and of no further legal force and effect, provided that PURCHASER shall continue to be responsible and liable for all fees incurred under Contract No. 37571, including fees for Monthly Diversions and the Reserved Water or Reservation Charge, and fees due under the Inverted Block Rate, as such fees may be calculated and/or prorated through the Effective Date.

2.12 Notice.

All notices to PURCHASER shall be addressed to:

- a) City of Cedar Park
450 Cypress Creek Road, Building 1
Cedar Park, Texas 78613

and

- b) City of Cedar Park
Attn: J.P. LeCompte, City Attorney
450 Cypress Creek Road, Building 1
Cedar Park, Texas 78613

and

- c) City of Cedar Park
2401 Brushy Creek Loop
Cedar Park, Texas 78613
(512)258-1543 for facsimile transmission

All invoices to PURCHASER shall be addressed to location c), specified above.

All payments to LCRA shall be made to the address on the invoices received by PURCHASER.
All notices to LCRA shall be addressed to:

Lower Colorado River Authority
Attn: Raw Water Sales
P.O. Box 220
Austin, Texas 78767
(512) 473-3551 for facsimile transmission
and

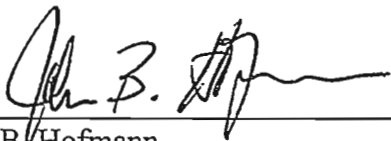
Lower Colorado River Authority
Attn: River Operations
P.O. Box 220
Austin, Texas 78767
(512) 473-3551 for facsimile transmission

2.13 Indemnification.

To the maximum extent allowed by law, each Party shall indemnify and hold harmless the other Party from any and all claims and demands whatsoever to which the Non-Indemnifying Party may be subjected by reason of any injury to any person or damage to any property resulting from any and all actions and activities (or failure to act) of the Indemnifying Party under this Contract except to the extent caused by the Non-Indemnifying Party's gross negligence or willful misconduct. PURCHASER's pumping and related facilities shall be installed, operated and maintained by PURCHASER at PURCHASER's sole risk. Nothing in this Contract shall be construed as authorizing PURCHASER, or recognizing that PURCHASER has any right, to install any equipment or improvements on property owned by LCRA or third parties.

SIGNED BY:

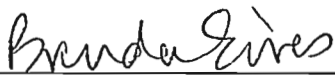
Lower Colorado River Authority

By: 
John B. Hofmann
Executive Vice President, Water



Date: 6/21/18

City of Cedar Park *glt*

By:  *glt*
KW

Name: Brenda Eivens

Title: City Manager

Date: 6-15-18

EXHIBITS

- A. Standard Contract Terms and Conditions
- B. Description of Point(s) of Availability
- C. Description of Service Area
- D. Depiction of Service Area
- E. Water Conservation Plan
- F. Drought Contingency Plan
- G. Demand Schedule
- H. Arbitration Procedures

Exhibit A

Standard Contract Terms and Conditions

Exhibit A

STANDARD CONTRACT TERMS AND CONDITIONS

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I. WATER SUPPLY

A. PERMIT(S) MAY BE REQUIRED

PURCHASER may not impound, divert, or use water under this Contract unless PURCHASER, in accordance with the substantive rules of the Texas Commission on Environmental Quality ("TCEQ"), U.S. Corps of Engineers, or any other local, state, or federal regulatory authority, obtains and maintains any water rights permit, wastewater discharge permit, dredge and fill permits, or any other similar permit, that is necessary to authorize PURCHASER'S impoundment, diversion and/or consumptive use, and subsequent discharge, of water consistent with this Contract.

B. MAXIMUM ANNUAL QUANTITY & LOSS FACTOR

From and after the Effective Date hereof, PURCHASER shall have the right to a Maximum Annual Quantity (MAQ) of raw or untreated water per annum made available by LCRA as set forth in the terms of the Contract. For purposes of this Contract, the term "made available" refers to the greatest of: (i) the amount of water released from LCRA firm supplies to allow for diversions by or on behalf of PURCHASER; or (ii) the amount of water diverted by or on behalf of PURCHASER at the Point(s) of Availability plus, if applicable, the Loss Factor (defined below) times the amount of water diverted.

Notwithstanding the foregoing, in the event that PURCHASER's Point(s) of Availability are located downstream of Lake Travis, PURCHASER and LCRA agree that calculations of Maximum Annual Quantity and the amount of water made available under this Contract will be based on the amount of water which LCRA makes available for diversion by or on behalf of PURCHASER at the Point(s) of Availability plus the Loss Factor as set forth in this Contract.

In the event that PURCHASER'S Point(s) of Availability are located downstream of Lake Travis, the Contract will specify a Loss Factor. The Loss Factor represents LCRA's best available estimate of the conveyance, delivery, or system loss incurred to provide water under this Contract. LCRA hereby reserves the right to modify the Loss Factor and make any associated changes to the MAQ, at any time, based on any revised estimates of conveyance, delivery, or system loss associated with the delivery of water to PURCHASER, including but not limited to changes in the source of supply LCRA uses to make water available to PURCHASER or updated and substantiated information related to river or canal losses.

PURCHASER may, at its option, conduct its own investigation of conveyance, delivery, or system losses, associated with the delivery of water by LCRA under this Contract. If PURCHASER conducts such study in accordance with LCRA's then-current Water Contract Rules, it shall provide to LCRA in a written report the results of any such investigation within sixty (60) calendar days of completion and LCRA agrees to consider whether any adjustment to the Loss Factor is appropriate under this Contract. If LCRA determines that an adjustment to the Loss Factor is appropriate, it shall provide PURCHASER written notice, by certified mail, of any change to the Loss Factor and resulting change to the Contract MAQ, within fifteen (15) business days of adopting such change. A change to the Loss Factor that results in an increase in the MAQ of 500 acre-feet per year or more shall not take effect until approved by the LCRA Board as an amendment to this Contract. Notwithstanding the foregoing or any provision in LCRA's raw water contract rules, LCRA will not require PURCHASER to obtain a new contract on the most current standard form water contract where the change to the MAQ is based solely on a change to the Loss Factor.

PURCHASER shall designate a point or points of availability for such water as described and depicted in Exhibit "B" attached hereto (the "Point(s) of Availability"), said Exhibit depicting the location by reference to a corner of an original land survey and/or other survey point, giving course and distance and providing the latitude and longitude. Such Points of Availability may be located on the Colorado River or a LCRA-operated canal. In the event that the Point(s) of Availability are located on a LCRA operated-canal, PURCHASER shall also identify a point or points of diversion for such water on the Colorado River ("Point(s) of Diversion"). Such Point(s) of Diversion, if any, shall be described and depicted in Exhibit "B" in the same manner described for Point(s) of Availability.

C. EXCEEDANCE OF MAXIMUM ANNUAL QUANTITY.

If the amount of water made available to PURCHASER for any reason exceeds the Maximum Annual Quantity stated in PURCHASER's Contract during two (2) consecutive years, or two (2) out of any four (4) consecutive years, PURCHASER shall submit an application (including the application fee) for a new standard form water contract for an adjusted MAQ, the reasonableness of which shall be determined consistent with LCRA's then effective Water Contract Rules, to the extent LCRA has water supplies available.

D. MAXIMUM DIVERSION RATE

PURCHASER may not divert water made available by LCRA under this Contract at a rate greater than as set forth in this Contract ("Maximum Diversion Rate").

E. SOURCE OF WATER SUPPLY.

1. The water made available for impoundment, diversion and/or use under this Contract will be water provided from any source available to LCRA at the time PURCHASER uses water under this Contract.

2. LCRA may make water available under this Contract in accordance with LCRA's Water Management Plan, as may be amended in accordance with state law from time to time, from storage in Lakes Buchanan and/or Travis in accordance with water rights held by LCRA as set forth in Certificates of Adjudication No. 14-5478, as amended, and 14-5482, as amended.
3. LCRA may make water available under this Contract from water rights owned by LCRA based on that certain water right previously owned by the Garwood Irrigation Company and identified as Certificate of Adjudication No. 14-5434 issued by the Texas Water Commission on June 28, 1989, as amended (herein, "Garwood's Right"). That portion of Garwood's Right that is owned by LCRA (and for which reference is made to Certificate of Adjudication No. 14-5434C issued by the Texas Natural Resource Conservation Commission) is referred to herein as "Garwood's Remaining Right."
 - a) PURCHASER acknowledges and agrees that LCRA may make water available for impoundment, diversion and/or use under this Contract from Garwood's Remaining Right only following approval by the Texas Commission on Environmental Quality or its successors (hereafter, "TCEQ"), of amendments to allow use of Garwood's Remaining Right for the type of use authorized by this Contract at the Point of Diversion and/or Point of Availability.
 - b) In this event, this Contract is subject to the commitments and conditions set forth in Section 7.08 of that certain Purchase Agreement, dated July 20, 1998, between Garwood Irrigation Company, as seller, and the Lower Colorado River Authority, as buyer (the "LCRA-Garwood Purchase Agreement"), and is further subject to all terms, provisions and special conditions contained within Garwood's Remaining Right, as amended. Copies of the LCRA-Garwood Purchase Agreement and Garwood's Remaining Right, as amended, are available at the following internet web-site address:

<http://www.lcra.org/water/contracts.html>

PURCHASER also may obtain copies of the LCRA Purchase Agreement and Garwood's Remaining Right, as amended, by request to LCRA's address for notices herein. By executing this Contract, PURCHASER hereby acknowledges receipt of copies of the LCRA Purchase Agreement and Garwood's Remaining Right, as amended.

F. TYPE OF USE.

PURCHASER represents to LCRA and LCRA relies on such representation that all water made available under this Contract will be impounded, diverted, and/or used by PURCHASER for the type of use as described in this Contract, as such use is defined by the substantive rules for water rights of the TCEQ. [Remainder Redacted. See General Terms, Section 2 of this Contract.]

G. SERVICE AREA.

Water made available under this Contract shall only be used within that certain area described within Section 2, the General Terms of this Contract, as described in Exhibit "C" attached hereto and depicted in Exhibit "D," attached hereto, together hereinafter called the "Service Area."

H. WATER CONSERVATION AND DROUGHT CONTINGENCY MEASURES.

1. PURCHASER agrees to implement the water conservation program contained in the water conservation plan (the "Water Conservation Plan") described in Exhibit "E" attached hereto.

PURCHASER further agrees that the water impounded and/or diverted by PURCHASER pursuant to this Contract will be used in accordance with such Water Conservation Plan. LCRA, in accordance with applicable law, may from time to time adopt reasonable rules and regulations relating to water conservation measures. PURCHASER shall update its Water Conservation Plan every five years, or on such schedule as may be required by LCRA or other state law. PURCHASER further agrees to amend its Water Conservation Plan, as necessary, to reflect amendments in state law, regulations or LCRA's water conservation rules and regulations. PURCHASER further agrees to do so within 180 days of the effective date of such amendments, provided that, if the amendments are adopted by LCRA (rather than, for example, TCEQ), the deadline for PURCHASER to make corresponding amendments to its Water Conservation Plan shall run from the date LCRA provides written notice of the amendments to PURCHASER. PURCHASER further agrees to submit its amended Water Conservation Plan to LCRA within 30 days after its adoption. Revisions to PURCHASER's Water Conservation Plan are not required under this section if PURCHASER has not initiated diversions; however, PURCHASER shall update its Water Conservation Plan to be consistent with LCRA's rules and regulations related to water conservation at least sixty (60) days prior to initiating diversions under this Contract. In the event that PURCHASER agrees to furnish water or water services to a third party, who in turn will furnish the water or water services to an ultimate consumer, PURCHASER agrees to include in its agreement with the third party provisions that obligate the third party to: a) develop and implement a water conservation program consistent with PURCHASER's Water Conservation Plan; and, b) amend its water conservation program to reflect amendments in state law, regulations or LCRA's water conservation rules and regulations within the same timelines that apply to PURCHASER.

2. PURCHASER agrees to implement the drought contingency program contained in the drought contingency plan (the "Drought Contingency Plan") described in Exhibit "F" attached hereto. PURCHASER further agrees that the water impounded and/or diverted by PURCHASER pursuant to this Contract will be used in accordance with such Drought Contingency Plan. PURCHASER shall review and update the Drought Contingency Plan not less than once every five (5) years or following written request by LCRA consistent with any other schedule required by LCRA's Water Contract Rules. PURCHASER further agrees to submit any amended Drought Contingency Plan to LCRA within 30 days after its adoption. LCRA, in accordance with applicable law, may from time to time adopt reasonable rules and regulations relating to drought contingency measures, including LCRA's Water Management Plan. PURCHASER agrees to amend its Drought Contingency Plan, as necessary, to reflect amendments in state law or regulations or LCRA's rules, regulations or Water Management Plan. PURCHASER further agrees to do so within 180 days of the effective date of such amendments, provided that, if the amendments are adopted by LCRA (rather than, for example, TCEQ), the deadline for PURCHASER to make corresponding amendments to its Drought Contingency Plan shall run from the date LCRA provides written notice of the amendments to PURCHASER. Revisions to PURCHASER's Drought Contingency Plan are not required under this section if PURCHASER has not initiated diversions; however, PURCHASER shall update its Drought Contingency Plan to be consistent with LCRA's rules and regulations related to water conservation at least sixty (60) days prior to initiating diversions under this Contract. In the event that PURCHASER agrees to furnish water or water services to a third party, who in turn will furnish the water or water services to an ultimate consumer, PURCHASER agrees to include in its agreement with the third party provisions that obligate the third party to: a) develop and implement a drought contingency program consistent with PURCHASER's Drought Contingency Plan; and b) amend its drought contingency program to reflect amendments in state law, regulations, or LCRA's rules, regulations, or Water Management Plan within the same timelines that apply to PURCHASER.

I. AVAILABILITY OF WATER.

LCRA is committing to make available to PURCHASER under this Contract a portion of LCRA's firm water supply, as defined in LCRA's Water Contract Rules; provided, however, LCRA may interrupt or curtail the water supplied under this Contract as required by state law or in accordance with LCRA's Water Management Plan or Drought Contingency Plan, as such Plans and any amendments thereto have been approved and may be approved in the future by the TCEQ.

J. DELIVERY OF WATER.

LCRA is responsible for making water available under this Contract only up to the MAQ. LCRA makes no guarantee that the water made available under this Contract will be available at any particular time or place or that any LCRA owned/operated reservoir or the Colorado River will be maintained at any specific elevation or flow at any particular time. Furthermore, PURCHASER acknowledges and agrees that LCRA's obligations under this Contract shall not require LCRA to make additional releases of water from LCRA firm water supplies beyond the MAQ or to make releases to raise the water elevations or flows at the Point(s) of Availability at a particular time sufficient for PURCHASER's intake and/or diversion facilities to operate.

K. DEMAND SCHEDULE.

PURCHASER has provided a Demand Schedule (Exhibit G) that reflects PURCHASER's best estimate of the scheduled initiation of diversions, initial usage, annual water usage, and any increases of usage over time, of the water to be made available by LCRA under this Contract, consistent with LCRA's Water Contract Rules. PURCHASER shall review, update if needed, and provide to LCRA an updated Demand Schedule not less than once every five (5) years coincident with any updated Water Conservation Plans required by this Contract or LCRA's Water Contract Rules, or following written request by LCRA consistent with any other schedule that may be required by LCRA's Water Contract Rules.

L. REDUCTION IN MAQ FOR NON-USE.

Upon sixty (60) days' written notice to PURCHASER, LCRA may consider reducing the MAQ under this Contract at any time after ten year(s) after the Effective Date of this Contract if PURCHASER's maximum annual use has not been at least ten percent of the MAQ on an annual basis within the first ten years. Within thirty (30) days of LCRA's written notice that it is considering reduction of the MAQ, PURCHASER shall provide LCRA with a written assurance and updated Demand Schedule that demonstrates PURCHASER's intent to increase its diversions under this Contract within the next two (2) years to an amount that will be at least ten percent (10%) of the original MAQ secured by this Contract. If PURCHASER fails to or is unable provide such written assurance, or if at least ten percent (10%) of the MAQ is not put to use on an annual basis within the two year period, LCRA may thereafter, at its sole option, terminate the contract or reduce the MAQ to any amount LCRA deems appropriate and reasonable under LCRA's raw water contract rules in effect at the time. An adjustment to the MAQ of this Contract under this section does not require PURCHASER to obtain a new contract on the most current standard form contract.

M. STATE REGULATION OF LCRA WATER SUPPLIES.

PURCHASER acknowledges and agrees that the water LCRA makes available under this Contract may be regulated in whole or in part by the State of Texas or local regulatory authorities. PURCHASER further acknowledges and agrees that LCRA's water rights are subject to regulation by the State of Texas, including but not limited to periodic review and amendment of LCRA's Water Management Plan by the TCEQ. LCRA and PURCHASER acknowledge and agree that LCRA shall be obligated to exercise due diligence to manage its water supplies within such regulatory regimes to make water available to PURCHASER in accordance with the terms of this Contract. PURCHASER acknowledges and agrees, however, that LCRA's obligations under this Contract may be affected by orders of the State of Texas, its agencies or local regulatory authorities. Orders of the State of Texas, its agencies or local regulatory authorities may constitute a "force majeure" event in accordance with this Contract.

N. OPERATIONS OF DAMS AND RESERVOIRS.

The right of LCRA to maintain and operate its several dams and their appurtenances on the Colorado River and its associated tributaries and at any and all times in the future to impound and release waters thereby in any lawful manner and to any lawful extent LCRA may see fit is recognized by PURCHASER; and, except as otherwise provided herein, there shall be no obligation upon LCRA to release or not to release any impounded waters at any time or to maintain any waters at any specified elevation or flow. PURCHASER acknowledges that the elevations of said reservoirs and the Colorado River will vary as a result of hydrologic events, or lack thereof, (e.g. floods or droughts) in the watershed and LCRA's operations of its dams on the Colorado River.

PURCHASER acknowledges that Longhorn Dam, which is owned and operated by the City of Austin, may lie upstream of the Point(s) of Availability and/or Point(s) of Diversion, if any, and downstream of Lake Travis. PURCHASER agrees to hold LCRA harmless for any claims that PURCHASER has against LCRA for any action or inaction by the City of Austin relating to its ownership and operation of Longhorn Dam.

O. QUALITY OF WATER.

LCRA makes no representation as to the quality of the water made available under this Contract, and PURCHASER hereby releases LCRA and agrees to hold it harmless from any and all claims that PURCHASER or PURCHASER's customers or users have or may have against LCRA for any diminution in or impairment of the quality of water made available under this Contract.

P. INTERBASIN TRANSFER.

[See General Terms, Section 2 of this Contract.]

Q. REQUIRED NOTICES.

1. PURCHASER shall notify LCRA in writing of its intention to initiate diversions of water under this Contract not more than eight (8) weeks, nor less than four (4) weeks, prior to PURCHASER's initiation of diversions. Such notice shall include PURCHASER's anticipated diversion rate, not to exceed the Maximum Diversion Rate. If impoundments or diversions of water are being continued from a previous contract or other right to divert, and no change in diversion rate is anticipated, no notice is necessary.
2. [Redacted]
3. [Redacted]
4. [Redacted. See General Terms, Section 2 of this Contract.]
5. PURCHASER shall notify LCRA in writing not more than eight (8) weeks, nor less than four (4) weeks, prior to implementing a program for reuse of water that is reserved or purchased pursuant to this Contract and that falls within the type of use and Service Area provided in this Contract. PURCHASER will make available to LCRA non-privileged documents regarding PURCHASER's reuse program within a reasonable amount of time, not to exceed fifteen (15) business days, following a written request by LCRA staff. For all purposes of this Contract, the term "reuse" means the authorized use of water, which water was diverted and used pursuant to this Contract, but which water remains unconsumed and has yet to be either disposed of or discharged or otherwise allowed to flow into a watercourse, lake or other body of state-owned water.
6. PURCHASER shall notify LCRA in writing of its intentions to divert or deliver water for a Secondary Purchaser at least thirty (30) days prior to any diversions or deliveries from

PURCHASER to the Secondary Purchaser.

II. CONTRACT ADMINISTRATION

A. TERM OF CONTRACT.

This Contract shall be for the term of years as set forth in this Contract, which shall commence on the Effective Date and end on the anniversary of the Effective Date in the last year of the contract term as set forth in this Contract, unless terminated earlier by either party as provided below.

B. PAYMENT.

1. The "Water Rate" is the rate determined by the Board of Directors of LCRA to then be in effect for all sales of firm water for the same use as provided in this Contract. The "Reservation Rate" is the rate determined by the Board of Directors of LCRA to then be in effect for the reservation of firm water for the same use as provided in this Contract. The "Inverted Block Rate" is the rate determined by the Board of Directors of LCRA to then be in effect for diversion or use of water in amounts in excess of the Maximum Annual Quantity.
2. The Water Rate presently in effect is \$145 per acre-foot (\$0.44 per 1,000 gallons) of water. The Reservation Rate presently in effect is \$72.50 per acre-foot. The Inverted Block Rate presently in effect is \$290 per acre-foot of water. LCRA reserves all rights that it may have under law to modify the Water Rate, the Reservation Rate, or the Inverted Block Rate. PURCHASER understands and acknowledges that the Water Rate, Reservation Rate, and the Inverted Block Rate set forth in this Contract have been approved by LCRA's Board of Directors, and that the Board may change all rates, fees and charges under the Contract from time to time.
3. PURCHASER agrees and covenants to pay LCRA – on a monthly basis beginning with the first billing period after the Effective Date of this contract – an amount of money (the "Use Charge") equal to the Water Rate less the Reservation Rate multiplied by the amount of water made available to PURCHASER during the previous billing period ("Monthly Use").

In the event that PURCHASER'S Point(s) of Availability are located on Lake Buchanan, Inks Lake, Lake LBJ, Lake Marble Falls or Lake Travis, the Monthly Use shall be amount of water diverted by or on behalf of PURCHASER.

In the event that PURCHASER'S Point(s) of Availability are located downstream of Lake Travis the Monthly Use shall be the sum of i) the Monthly Diversion, plus ii) the Loss Factor, times the Monthly Diversion, as such Loss Factor is established under this Contract. In the event the amount diverted at the Point(s) of Availability is less than the amount LCRA made available (through releases from storage and/or pumping into LCRA canals) at the Point(s) of Availability at PURCHASER's request, for purposes of this Section II.B, the Monthly Diversion shall be the amount of water made available at the Point(s) of Availability. Otherwise the Monthly Diversion shall be calculated from the actual amount diverted at the Point(s) of Availability.

4. PURCHASER agrees and covenants to pay – on a monthly basis beginning with the first billing period after the Effective Date of this Contract – the "Monthly Reservation Charge," which shall be an amount equal to the Reservation Rate multiplied by one-twelfth (1/12) of the MAQ.
5. PURCHASER further agrees and covenants to pay LCRA – on a calendar year basis – an amount of money (the "Excess Use Charge") equal to the Inverted Block Rate multiplied

by any amount of water made available to PURCHASER in excess of the Maximum Annual Quantity during the previous calendar year, less any amount PURCHASER has previously paid for the same water through the Use Charge and/or Reservation Charge. In the event the amount of water made available to PURCHASER is limited because of a curtailment imposed by LCRA or state law in accordance with this Contract to an amount less than the MAQ, then PURCHASER shall pay a surcharge, in excess of any Use or Reservation Charges, to be set by LCRA's Board of Directors, multiplied by any amount of water made available to PURCHASER in excess of the amount PURCHASER is authorized to have available during the curtailment (the "Curtailment Surcharge").

6. The term "billing period," as used for purposes of metering and billing in this Contract, shall refer to each period between readings of the Meter(s), which readings typically are performed on a monthly basis. All charges under this Contract shall be pro-rated as necessary to reflect the Effective Date or date of termination of this Contract; in other words, LCRA may include in an invoice up to thirty (30) additional days in a billing period to account for water reserved, released, diverted or impounded during days following execution or prior to termination of this Contract. For purposes of metering and billing, the "calendar year" may be based upon the 12-month period from the December meter reading date to the next December reading date.
7. Each month, LCRA will mail an invoice to PURCHASER showing the Monthly Use. Such invoice shall also show the amount of money owed by PURCHASER to LCRA in accordance with the Monthly Reservation Charge and/or Use Charge and any late payment charges, as specified herein.
8. The invoice mailed by LCRA to PURCHASER in the month of January each year, in addition to showing the amount of money owed by PURCHASER to LCRA in accordance with the Monthly Reservation Charge, and/or Use Charge, shall also show any amount of water that PURCHASER had made available to it in excess of the Maximum Annual Quantity during the previous calendar year, as well as the corresponding Excess Use Charge.
9. PURCHASER shall pay LCRA for water provided under this Contract in the amount of each invoice submitted to PURCHASER by LCRA on or before thirty (30) days from the date of the invoice. PURCHASER shall mail checks for payments to the address indicated on the invoice. PURCHASER may pay by hand-delivery of checks or cash to LCRA's headquarters in Austin, Travis County, Texas, or by bank-wire if PURCHASER obtains LCRA's approval and makes arrangements for doing so prior to the due date. Payment must be received at the address provided on the invoice, or, if approved, at LCRA's headquarters or bank, not later than thirty (30) days from the invoice date in order not to be considered past due or late. In the event PURCHASER fails to make payment of that invoice within thirty (30) days of the invoice date, PURCHASER shall then pay a late payment charge of five percent (5%) of the unpaid amount of the invoice. For each calendar month or fraction thereof that the invoice remains unpaid, PURCHASER shall pay interest at the rate of one and one-half percent (1.5%) per month on the unpaid portion of the invoice. In the event PURCHASER attempts to pay LCRA by check, draft, credit card or any other similar instrument and the instrument is returned or refused by the bank or other similar institution as insufficient or non-negotiable for any reason, PURCHASER shall be assessed and must pay to LCRA, per each returned instrument, the LCRA's current returned instrument fee. If the invoice has not been paid within thirty (30) days of the invoice date, PURCHASER further agrees to pay all costs of collection and reasonable attorney's fees, regardless of whether suit is filed, as authorized by Chapter 271, Texas Local Government Code.

C. MEASURING WATER.

1. To measure the amount of water diverted by PURCHASER hereunder, PURCHASER agrees at PURCHASER's expense to install such measuring and recording devices or methods as are approved by LCRA (the "Meter"), such Meter to permit, within five percent (5%) accuracy, determination of quantities of raw water diverted from the reservoir or stream hereunder in units of 1,000 gallons. LCRA shall have the right to approve both the design of the meter as well as the location of its installation. PURCHASER must repair, replace or make necessary improvements to a meter that is not in compliance with this Contract or LCRA's Water Contract Rules promptly after PURCHASER becomes aware of the deficiency that causes the meter to not comply with this Contract or LCRA's Water Contract Rules.
 - a) PURCHASER agrees to read Meter and submit meter readings to LCRA via electronic mail, online portal or other format as specified by LCRA, on a monthly basis, on or about the 15th day of each month or on such date as specified by LCRA.
 - b) PURCHASER agrees to provide LCRA's representatives access across PURCHASER's property for inspection, testing and reading of the Meter. PURCHASER shall locate the meter in a manner that provides LCRA with reasonably safe access to the Meter for the purpose of making meter readings, testing, and/or periodic inspections.
 - c) PURCHASER agrees that the Meter shall be tested for accuracy by qualified personnel as approved by LCRA and at the expense of PURCHASER once each calendar year at intervals of approximately twelve (12) months if the MAQ is greater than 20 acre-feet per year and at intervals of approximately (24) months if the MAQ is less than or equal to 20 acre-feet per year.
 - d) PURCHASER shall furnish to LCRA a report of such test results. Readings within five percent (5%) of accuracy shall be considered correct.
 - e) In the event PURCHASER fails to test the Meter for a period of fifteen (15) consecutive months for contracts with a MAQ greater than 20 acre-feet per year or fails to test the Meter for a period of 25 consecutive months for contracts with a MAQ of 20 acre-feet per year or less, PURCHASER agrees to pay LCRA for the actual cost of testing the Meter plus a fifty dollar (\$50) administrative fee. LCRA will provide PURCHASER a written invoice of the cost of testing the Meter, and said invoice will be subject to the payment terms provided in section II.B of this Contract. LCRA shall provide PURCHASER with a copy of the test results.
 - f) If, at any time, LCRA provides PURCHASER a written notice that questions the accuracy of the Meter, PURCHASER promptly shall test the Meter and, in this event, the expense of such test will be paid by LCRA if the Meter is found to be correct and by PURCHASER if it is found to be incorrect.
 - g) Any party that tests the Meter shall provide written notice of the test to the other party at least five (5) business days in advance of the test and shall allow the other party to observe the test. The testing party shall provide a copy of the test results to the other party.
 - h) PURCHASER shall be required to take necessary steps to correct any inaccuracy in the Meter discovered during any test. LCRA may install, at its expense, check meters in or to any of PURCHASER's Meters at any time and may leave such

check meters installed for such periods as is reasonably necessary to determine the accuracy of PURCHASER's Meters. Upon request by PURCHASER, LCRA shall provide documentation of testing and/or calibration of the check meter(s).

- i) If, as a result of any test, the Meter is found to be registering inaccurately (i.e., in excess of five percent (5%) of accuracy), the readings of the Meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon or, if no such period is known and agreed upon, the shorter of the following periods shall be used as the basis for correction:
 - (1) a period extended back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or
 - (2) a period extending back half of the time elapsed since the last previous test; and the records of reading shall be adjusted accordingly.
2. In the event PURCHASER is charged based on water released from LCRA firm water supplies under this Contract rather than the actual amount withdrawn from the reservoir or stream by PURCHASER, LCRA shall include the amount of such releases in the monthly invoice provided to PURCHASER. LCRA shall make available information regarding its calculation of the amount of water released attributable to PURCHASER's actual diversions under this Contract within a reasonable period following PURCHASER's written request.

D. TERMINATION OF CONTRACT OR REDUCTION IN MAXIMUM ANNUAL QUANTITY.

This Contract may be terminated as follows:

1. If PURCHASER is current on all payments due to LCRA under this Contract and the MAQ is less than 500 acre-feet, PURCHASER may terminate this Contract or reduce the MAQ as set forth in this section at any time following the expiration of five (5) years, measured from the Effective Date, by providing at least one year's prior written notice to LCRA. If the MAQ is 500 acre-feet or more, Purchaser's ability to terminate or reduce the MAQ is limited as follows: beginning with the five-year anniversary of the Effective Date of the contract, Purchaser may: (a) reduce its MAQ by up to 25 percent of the original contract quantity once every five years; or (b) if LCRA's other firm, non-temporary commitments have increased in an amount greater than projected under LCRA's Water Supply Resource Plan, Purchaser may terminate the contract or reduce the MAQ by a quantity greater than 25 percent.
2. LCRA at its sole option, in accordance with the terms and conditions set forth in Section II.E, "Non-Payment," may terminate this Contract without recourse should PURCHASER fail to comply with the terms and conditions of this Contract for the payment of moneys owed to LCRA pursuant to Section II.B. "Payment."
3. If PURCHASER fails to comply with its Water Conservation Plan, its Drought Contingency Plan, or any applicable LCRA nonpoint source water pollution abatement ordinance, or if PURCHASER fails to amend its Water Conservation Plan or its Drought Contingency Plan to reflect changes in LCRA's Water Conservation Plan Rules, LCRA's Drought Contingency Plan Rules, or state law or rules, LCRA may terminate, at its sole option, this Contract without recourse unless such default is cured within thirty (30) days of the date LCRA provides written notice to PURCHASER (or, if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed

one hundred eighty (180) days of PURCHASER's receipt of written notice of such default.

4. If PURCHASER fails to comply with the requirements of Sections III.A, "Nonpoint Source Pollution Abatement," III.B, "Sewage Regulations," or III.C, "Documentation of Compliance; right of Entry," LCRA may, at its sole option, terminate this Contract without recourse unless such default is cured within thirty (30) days of the date LCRA provides written notice to PURCHASER (or if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days of PURCHASER's receipt of written notice of such default. For purposes of this section, LCRA shall not deem PURCHASER to be in default for so long as PURCHASER is in compliance with any remedial or enforcement agreement authorized by an agency of appropriate jurisdiction.
5. If PURCHASER fails to comply with other requirements of this Contract not specifically stated above, LCRA may, at its sole option, terminate this Contract without recourse unless such default is cured within thirty (30) days (or, if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days of PURCHASER's receipt of written notice of such default.
6. Subject to the requirements of applicable bankruptcy laws, including the rights of a trustee to assume contracts under applicable bankruptcy laws, this Contract may be terminated immediately by LCRA upon the declaration of bankruptcy by PURCHASER.
7. In the event TCEQ or any other local, state, or federal regulatory agency denies to PURCHASER, or terminates for any reason, a permit required by this Contract, PURCHASER shall notify LCRA within three (3) business days and immediately cease diversions under this Contract. LCRA, at its sole option, may this Contract terminate on or after the denial or termination of any permit required by this Contract..

PURCHASER shall remain liable for all fees and charges, including any non-refundable Pre-paid Reservation Charges, accruing under the Contract through the date the Contract is terminated, including but not limited to a pro-rated Reservation Charge, which shall be calculated based upon the excess of the Maximum Annual Quantity, pro-rated to the date of termination, over the amount of water made available to PURCHASER through the date of termination. In the event LCRA terminates this Contract as provided herein, PURCHASER shall suspend immediately upon such termination all withdrawal of water from the Colorado River, or any tributaries thereof, under this Contract. LCRA may exercise any rights that it may have at law or in equity to prevent unauthorized withdrawals by PURCHASER or enforce the requirements of PURCHASER's Water Permit, if any. [Remainder Redacted.]

E. NON-PAYMENT.

1. If LCRA determines that PURCHASER has not paid the full amount owed for any payment due under Section II.B, "Payment", hereof within the time provided therefore, LCRA shall give written notice to PURCHASER stating the amount LCRA has determined is due and unpaid. If LCRA gives notice as provided herein and PURCHASER fails to pay within thirty (30) days the amounts claimed in such notice to be due and unpaid, LCRA may, at its sole option: (1) upon giving ten (10) days written notice to PURCHASER terminate this Contract without recourse; and/or, (2) request injunctive relief from a court of competent jurisdiction to prevent PURCHASER from impounding and/or diverting additional water pursuant to this Contract.
2. If PURCHASER should dispute PURCHASER's obligation to pay all or any part of the amount stated in any invoice or notice, PURCHASER may, in addition to all other rights that PURCHASER may have under law, pay such amount under protest in which case

such amount shall be deposited by LCRA in an interest bearing account mutually acceptable to both LCRA and PURCHASER pending final resolution of such dispute in accordance with Section IV.H, "Dispute Resolution." LCRA may not terminate this Contract, or request injunctive relief to prevent additional impoundments and/or diversions, for failure to pay the amount stated in any invoice or notice if PURCHASER pays such amount under protest and until there is a final resolution of such dispute in accordance with Section IV.H, "Dispute Resolution," favorable to LCRA.

F. EQUITABLE REMEDIES.

PURCHASER agrees that diversions or impoundments of water by PURCHASER without the authorization provided by this Contract will result in damages to LCRA that cannot be adequately compensated by money alone. As a result, PURCHASER agrees that LCRA shall have available to it equitable remedies, including injunctive relief against additional diversions or impoundments by PURCHASER unless PURCHASER demonstrates that it is otherwise authorized to divert or impound water. In addition, PURCHASER agrees that the provisions of Section IV.H, "DISPUTE RESOLUTION," will not apply to any legal action brought by LCRA seeking equitable remedies under this Contract except as expressly provided by Section II.E.2 regarding "NON-PAYMENT."

G. NOTICE.

Any notice under this Contract may be delivered by facsimile transmission or by certified mail, return receipt requested. If delivered by facsimile transmission, notice shall be deemed effective as of the facsimile send date, provided that any notice sent by facsimile must also be sent the same date by first-class mail. If delivered by certified mail, return receipt requested, notice shall be deemed effective five (5) days after the date on which the notice is post-marked.

All notices and invoices to PURCHASER shall be addressed as set forth in the General Terms, Section 2 of this Contract.

All notices and payments to LCRA shall be addressed as set forth in the General Terms of this Contract.

Either party may change its address set forth in the General Terms, Section 2 of this Contract by giving written notice of such change to the other party. PURCHASER is required to provide notice of change in address or contact person within ten (10) days of such change. PURCHASER shall maintain a physical address on file with LCRA.

H. ASSIGNMENT OF CONTRACT.

PURCHASER shall have the right to assign this Contract provided that: i) there is no change to the MAQ, source, type of use or Service Area provided in this Contract; ii) prior to such assignment, this Contract is amended to be consistent with all terms of LCRA's then-current standard form contract for purchase of firm water from Lake Travis and LCRA's then-current Water Contract Rules as determined by LCRA; iii) the Water Conservation Plan and Drought Contingency Plan are updated as may be necessary in accordance with this Contract as determined by LCRA; iv) PURCHASER provides LCRA at least sixty (60) days prior written notice of such assignment; and, v) PURCHASER is not in default under this Contract at the time of such assignment.

I. COMPLIANCE WITH FILING REQUIREMENTS.

LCRA agrees to file a copy of this Contract with the Executive Director of the TCEQ, P.O. Box 13087, Capitol Station, Austin, Texas 78711, it being fully recognized by PURCHASER hereunder that the effectiveness of this Contract is dependent upon compliance with the substantive rules and procedural rules for water rights of the TCEQ.

III. ENVIRONMENTAL, PERMITTING AND OTHER ISSUES RELATED TO WATER SUPPLY

A. NONPOINT SOURCE WATER POLLUTION ABATEMENT.

If PURCHASER will use water under this Contract to serve areas located within the jurisdictional area of LCRA Lake Travis Nonpoint Source Pollution Control Ordinance, the Upper Highland Lakes Nonpoint Source Pollution Control Ordinance, or any other LCRA water quality ordinance that has been adopted by the LCRA Board, PURCHASER agrees to comply with and shall comply with the provisions of that respective ordinance, which ordinance may require a permit and compliance with other applicable local, state, and federal rules and regulations pertaining to water quality protection. If PURCHASER will use water under this Contract to serve areas wholly outside the jurisdiction of an LCRA water quality ordinance, PURCHASER agrees to comply with and shall comply with any applicable local, state, and federal rules and regulations pertaining to water quality protection. PURCHASER further agrees to distribute to its customers in its service area water quality protection educational materials that LCRA provides to PURCHASER.

B. SEWAGE REGULATIONS.

PURCHASER agrees to obtain, or cause to be obtained, all approvals required by all applicable local, state or federal agencies for any sanitary sewage system or systems owned by PURCHASER that collect sewage derived from water diverted herein or any sanitary sewage system whose effluent is discharged within the boundaries of LCRA's statutory district. Failure of PURCHASER to meet any standards imposed by such agencies for PURCHASER'S sanitary sewage systems, including on-site systems, shall subject PURCHASER under this Contract to all remedies allowed by law including, without limitation, termination or suspension of this Contract by LCRA. PURCHASER further agrees that if a sewage treatment plant owned by PURCHASER is located within the Service Area, LCRA shall have reasonable access to such plant for the purpose of taking samples of sewage effluent from such plant for testing by LCRA to determine whether PURCHASER is in compliance with regulatory standards imposed by such agencies.

C. DOCUMENTATION OF COMPLIANCE; RIGHT OF ENTRY.

1. In addition to notices required by Section I.Q of this Contract, PURCHASER shall provide LCRA copies of any approvals that PURCHASER has received from federal, state, or local agencies that relate to water reserved or purchased pursuant to PURCHASER's Contract or to facilities intended to impound, divert, transport, or use water provided under PURCHASER's Contract within a reasonable amount of time, not to exceed fifteen (15) business days, following a written request by LCRA staff.
2. PURCHASER agrees that LCRA employees and agents shall be entitled to enter any property where facilities impound or deliver water to the service area of PURCHASER at any reasonable time following a reasonable attempt at prior notification for the purpose of inspecting and investigating conditions relating to the quality of water; the compliance by PURCHASER with any rule, regulation, permit or other order of the state, its agencies, local regulatory authorities or LCRA; compliance by PURCHASER with the requirements of this Contract; or, inspection of any of PURCHASER's facilities related to the use, diversion or impoundment of water under this Contract. LCRA employees or agents acting under this Contract who enter PURCHASER's property shall observe rules and regulations concerning safety, internal security, and fire protection, and shall notify any occupant or management of their presence and shall exhibit proper credentials.

D. ANNUAL REPORTS OF DUE DILIGENCE; AS-BUILT PLANS.

1. PURCHASER shall report to LCRA, on a yearly basis, progress made toward obtaining any and all necessary authorizations (e.g. TCEQ permits, Army Corps of Engineers permits, etc.) as well as progress towards commencing and completing construction of

facilities which will be used to divert, impound, and/or convey water under PURCHASER's Contract.

2. PURCHASER shall provide to LCRA "as-built" drawings and plans (including GPS coordinates of any intakes or impoundments) for facilities which will be used to divert, impound, and/or convey water under PURCHASER's Contract were actually built within thirty (30) days of completion of construction.

IV. GENERAL PROVISIONS

A. EFFECTIVE DATE.

"Effective Date" means the last date of execution of this Contract by the Parties; provided all of the Parties must execute this Contract for it to be effective.

B. PREVIOUS CONTRACT.

In the event of a previous contract between the Parties related to the Service Area of this Contract prior to the Effective Date, this Contract replaces such prior contract unless specified otherwise hereunder.

C. INDEMNIFICATION.

[See General Terms, Section 2 of this Contract.]

D. FORCE MAJEURE.

The term "Force Majeure" as used herein, shall mean those situations or conditions that are beyond the control of LCRA or PURCHASER and that, after the exercise of due diligence to remedy such situation or condition, render LCRA or PURCHASER unable, wholly or in part, to carry out the covenants contained herein. Such force majeure includes, but is not limited to acts of God, strikes, lockouts, acts of the public enemy, orders of any kind of the government or agencies of the United States or of the State of Texas, excluding LCRA, or any civil or military authority, insurrections, riots epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or dams, partial or entire failure of water supply insofar as each of the foregoing are beyond the reasonable control of the party in question. LCRA shall not be held liable or responsible for any damage that may be caused by its inability, after the exercise of due diligence, to make the supply of water available to PURCHASER due to any force majeure. LCRA shall use reasonable and timely diligence to repair or recondition LCRA's machinery, canals, or dams in the event such machinery, canals or dams are damaged or made unserviceable from any force majeure.

E. NO THIRD-PARTY BENEFICIARY.

The Parties hereto are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto.

F. NO RIGHTS OR TITLE ACQUIRED.

PURCHASER agrees and acknowledges that it acquires by this Contract no rights or title to the water that is the subject of this Contract other than those rights explicitly set forth herein.

G. REPRESENTATIONS AND WARRANTIES.

Each of LCRA and PURCHASER represents and warrants to the other that this Contract has been duly executed by an authorized officer and constitutes a valid and binding Contract, enforceable against it in

accordance with its terms (except as such enforceability may be limited by bankruptcy laws or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles).

H. DISPUTE RESOLUTION.

1. Settlement by Mutual Agreement.

In the event any dispute, controversy or claim between or among the Parties arises under this Contract or is connected with or related in any way to this Contract or any right, duty or obligation arising hereunder or the relationship of the Parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation, or enforcement of this Contract, the Parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this subsection (1). In the event a Dispute or Controversy arises, any party shall have the right to notify the other party to such Dispute or Controversy that it has elected to implement the procedures set forth in this subsection (1). Within thirty (30) days after delivery of any such notice by one party to the other regarding a Dispute or Controversy, the designated representatives of the Parties shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained at the meeting of the Parties' designated representatives for such purpose or should no such meeting take place within such thirty (30) day period, then any party may by notice to the other party, as the case may be, refer the Dispute or Controversy to senior management of the Parties for resolution. Within thirty (30) days after delivery of any such notice by one party to the other referring such Dispute or Controversy to senior management of the Parties for resolution, representatives of senior management of each of the Parties shall meet at a mutually agreed upon time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should mutual resolution and settlement not be obtained at the meeting of representatives of senior management of each of the Parties for such purposes or should no such meeting take place within such thirty (30) day period (unless extended by mutual agreement), then any party may by notice to the other party, as the case may be, submit the Dispute or Controversy to binding arbitration in accordance with the provisions of subsection (2) and Exhibit H. Upon the receipt of notice of referral to arbitration hereunder, and except as otherwise expressly provided by this Contract, the Parties shall be compelled to arbitrate the Dispute or Controversy in accordance with the terms of this Section IV.H and Exhibit H without regard to the justiciable character or executory nature of such Dispute or Controversy.

2. Arbitration.

Except as otherwise expressly provided by this Contract, each party hereby agrees that any Dispute or Controversy that is not resolved pursuant to the provisions of subsection (1) may be submitted to binding arbitration hereunder and, if submitted timely according to this Contract, shall be resolved exclusively and finally through such binding arbitration. Except as otherwise expressly provided by this Contract, this Section IV.H and Exhibit H constitute a written agreement by the Parties to submit to arbitration any Dispute or Controversy arising under or in connection with this Contract within the meaning of Section 171.001 of the Texas Civil Practice and Remedies Code.

3. Emergency Relief.

Notwithstanding the Parties' agreement to arbitrate Dispute and Controversies, either party may seek injunctive relief or other form of emergency relief at any time from any state court of competent jurisdiction in Austin, Texas, the federal court for such district, or any state or federal regulatory agency of competent jurisdiction.

4. Survival.

The provisions of this Section IV.H shall survive expiration or earlier termination of this Contract.

I. ACTUAL DAMAGES.

NEITHER PARTY SHALL BE LIABLE OR HAVE ANY RESPONSIBILITY TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR DELAY-RELATED OR PERFORMANCE-RELATED DAMAGES INCLUDING, WITHOUT LIMITATION, LOST EARNINGS OR PROFITS. SUCH LIMITATION ON LIABILITY SHALL APPLY TO ANY CLAIM OR ACTION, WHETHER IT IS BASED IN WHOLE OR IN PART ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, STATUTE OR ANY OTHER THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION IV.I. SHALL HAVE NO EFFECT ON THE PARTY'S INDEMNITY OBLIGATIONS UNDER THIS CONTRACT.

J. AMENDMENT.

This Contract may not be modified or amended except by an instrument in writing signed by authorized representatives of the Parties.

K. BINDING EFFECT.

The terms of this Contract shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns.

L. COMPLETE CONTRACT.

This Contract, together with all Exhibits attached hereto, constitutes the entire agreement of the Parties relating to the subject matter of this Contract and supersedes all prior contracts, agreements or understandings with respect to the subject matter hereof, both oral or written.

Each party agrees that the other party (and its agents and representatives) has not made, and has not relied upon, any representation, warranty, covenant or agreement relating to the transactions contemplated hereunder other than those expressly set forth herein.

M. COUNTERPARTS.

This Contract may be executed by the Parties in any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. All signatures need not be on the same counterpart.

N. FURTHER ASSURANCES.

Each party agrees to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the terms and provisions of this Contract.

O. GOVERNING LAW.

This Contract and the rights and duties of the Parties arising out of this Contract shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws rules thereof.

P. HEADINGS; TABLE OF CONTENTS.

The headings of the Articles and Sections of this Contract and the Table of Contents are included for convenience only and shall not be deemed to constitute a part of this Contract.

Q. INCORPORATION OF WATER CONTRACT RULES.

PURCHASER acknowledges receipt of LCRA's Water Contract Rules applicable to firm water customers ("Rules"), and further acknowledges that, unless expressly stated otherwise in this Contract, such Rules, as may be amended by LCRA's Board of Directors from time to time, are incorporated herein by reference in their entirety and made a part hereof for all purposes.

R. INTERPRETATION AND RELIANCE.

No presumption will apply in favor of any party in the interpretation of this Contract or in the resolution of any ambiguity of any provisions thereof.

S. RELATIONSHIP OF PARTIES.

This Contract and the transactions contemplated hereunder are based upon the active participation of all Parties.

Neither the execution nor delivery of this Contract, nor the consummation of the transactions contemplated hereunder, shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Contract. Except as is expressly agreed to in writing in this Contract, no party (or any of its agents, officers or employees) shall be an agent or employee of the other party, nor shall a party (or any of its agents, officers or employees) have any power to assume or create any obligation on behalf of the other party. Nothing contained in this Contract shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement among LCRA on the one hand and the PURCHASER on the other hand, except for the contractual arrangements specifically set forth herein.

T. SEVERABILITY.

In the event that any provision of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, the Parties shall negotiate an equitable adjustment to the provisions of this Contract with the view to effecting, to the extent possible, the original purpose and intent of this Contract, and the validity and enforceability of the remaining provisions shall not be affected thereby.

U. NO ADDITIONAL WAIVER IMPLIED.

No waiver or waivers of any breach or default (or any breaches or defaults) of any term, covenant, condition or liability under this Contract, or of performance by the other party of any duty or obligation under this Contract, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

V. SHORT TERM SALES OF FIRM WATER TO THIRD PARTIES.

In accordance with LCRA Board Policy 501, Water Resources Management, LCRA and PURCHASER agree that LCRA may market and re-sell any portion of PURCHASER's Reserved Water to third parties on a limited term basis for a management fee and under terms mutually acceptable to LCRA and PURCHASER and in accordance with LCRA Board Policies.

Exhibit B

Description of Point(s) of Availability

CITY OF CEDAR PARK

EXHIBIT B - CEDAR PARK DIVERSION POINTS

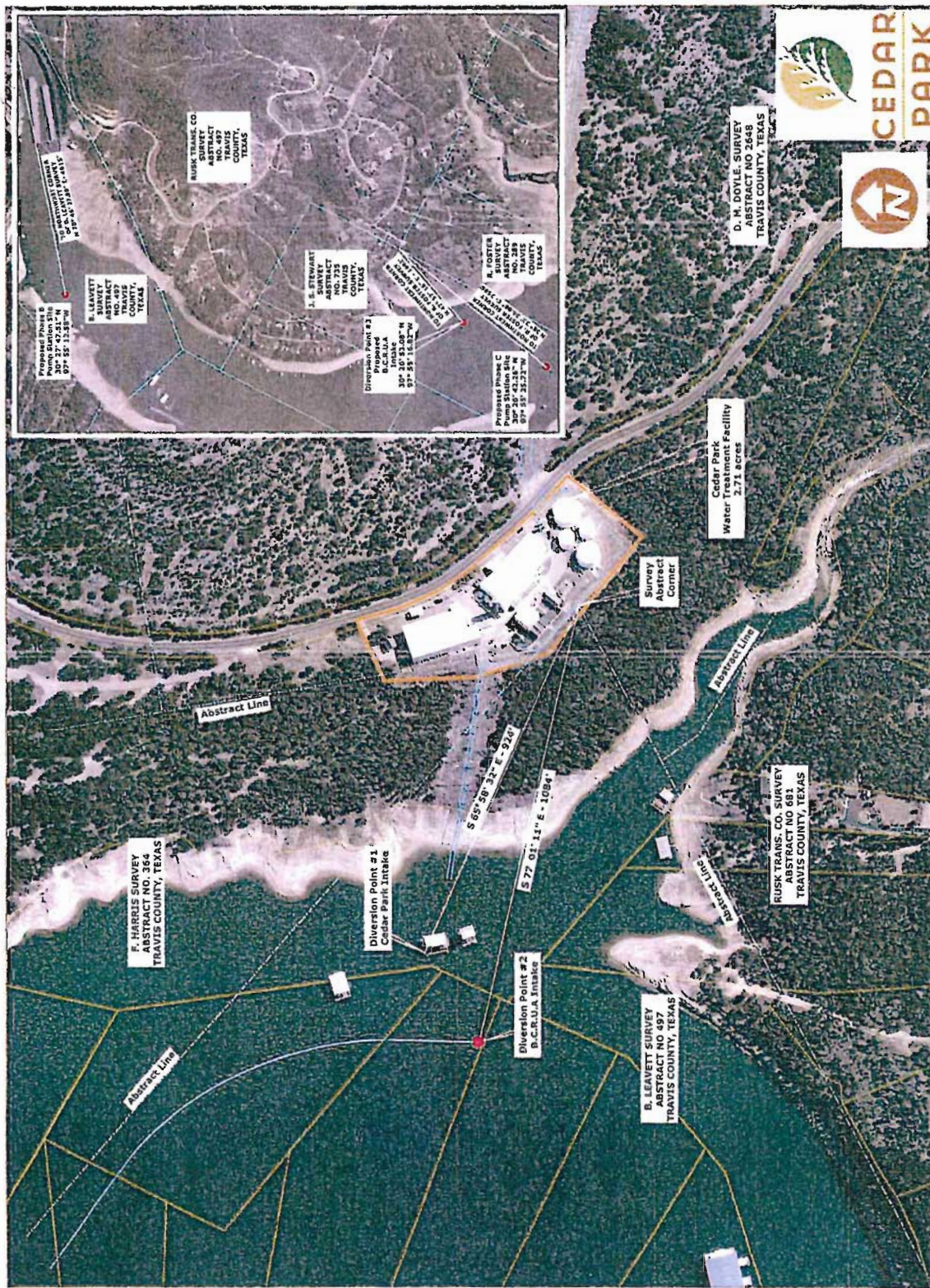


Exhibit C

Description of Service Area

Exhibit C - Cedar Park Service Area

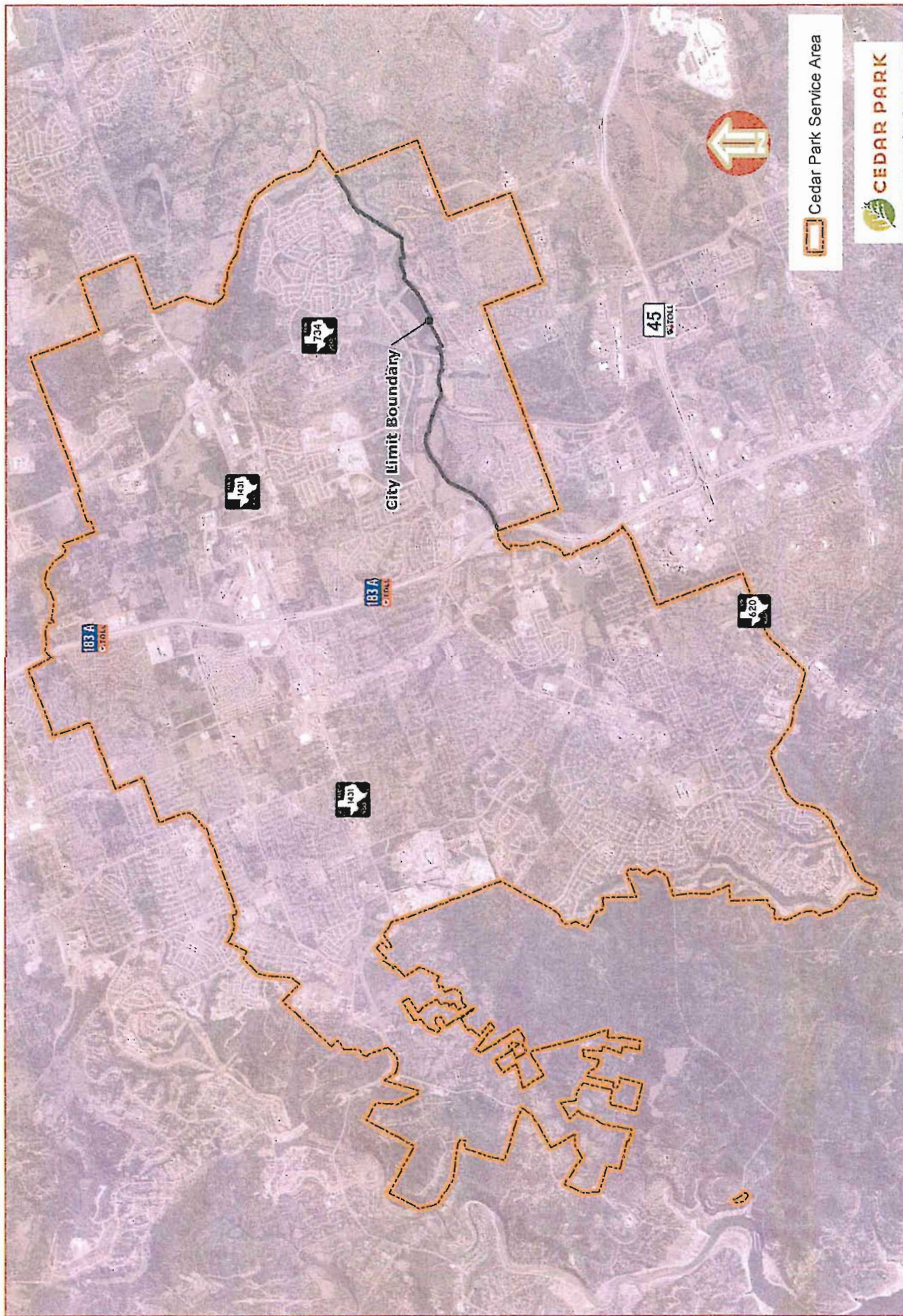


Exhibit D

Depiction of Service Area

Exhibit D - Cedar Park Service Area



Exhibit E
Water Conservation Plan

“Exhibit E”

ARTICLE 18.11 WATER CONSERVATION PLAN

Sec. 18.11.001 Utility profile

(a) The city obtains its raw water supply from Lake Travis through a water supply agreement with the Lower Colorado River Authority (LCRA). The city's utility department is the managing municipal entity that owns and operates the surface water treatment facility that withdraws raw water from Lake Travis, treats and disinfects the utility's drinking water supply, and delivers the potable water to its retail and wholesale service area customers. In 2005, the cities of Cedar Park, Leander, and Round Rock established the Brushy Creek Regional Utility Authority (“BCRUA”) to develop a three-phase regional water system for treatment and delivery of water from Lake Travis to their respective principal jurisdictions for the next 50 years. The city's water utility operates as Texas Commission on Environmental Quality (“TCEQ”) Public Water Supply system 246009 and serves the area defined by TCEQ Certificate of Convenience and Necessity (“CCN”) 10160.

(b) The service area of the city's water utility is bordered by Texas Highway 620 to the south and by the City of Leander to the north and lies to the north and northwest of the City of Austin. The city's water utility service area extends to the east past Parmer Lane (FM 734) to Sam Bass Road and to the west along Texas FM 1431 to its intersection with Trails End Road. The city's water utility service area covers more than 36 square miles and served an estimated 2013 population of 84,642 customers.

(c) The city's utility department estimates the year 2014 water service area population at 86,820 and estimates the year 2019 water service area population at 99,000. The city's water utility currently provides about 21,078 service connections (19,759 residential, 1,128 nonresidential, 13 wholesale, 3 reclaimed water and 1 raw water) for its estimated 83,887 water customers. The water utility supplies the following four treated wholesale customers: Williamson-Travis County Municipal Utility District (“MUD”) No. 1 with 11 system connections, Blockhouse MUD with 1 system connection, and Indian Springs with 1 system connection. The 13 wholesale system connections account for 4,113 residential and commercial individual connections.

(d) Water system data compiled from 2013 indicated an average daily water use of 11.58 million gallons and a peak daily demand of 20.9 million gallons. The city's water treatment plant has a current capacity to treat 26 million gallons per day (“MGD”) of raw surface water from Lake Travis while the BCRUA water plant has a capacity to treat 4.35 MGD. The city's water utility presently has 10.97 million gallons capacity of ground and elevated storage tanks, operates 2 booster pump stations, and has about 324 miles of transmission and distribution system delivery lines.

(e) The city-owned and operated water reclamation facility (“WRF”) has a wastewater treatment capacity of 2.5 MGD. The city is also part of the Brushy Creek Wastewater System which has a capacity of 3.58 MGD. The city's wastewater service area (CCN #20580) includes 18 pump stations and about 292 miles of collection system service mains.

Sec. 18.11.002 Conservation goals

(a) The city's annual average water use over the past five years is 164.7 gpcd. The city's annual average water loss over the past five years is 14.5% of water delivered or 24 gpcd. The city's annual average residential water use over the past five years is 104.5 gpcd. Presented below are the city's five year and ten year goals for reducing the annual average water use and water loss.

(1) Five-year conservation goals.

(A) Reduce the average per capita day water usage by 2.5% by 2019 with a goal of achieving 160.6 gpcd. Reduce the average residential per capita day water usage by 2.5% by 2019 with a goal of achieving 101.9 gpcd.

(B) Reduce water loss by 2.5% by 2019 so that water loss is no more than 14.2% of delivered water or 22.8 gpcd.

(2) Ten-year conservation goals.

(A) Reduce the average per capita day water usage by 2.5% between 2019 and 2024 with a goal of achieving 156.5 gpcd by 2024. Reduce the average residential per capita day water usage by 2.5% by 2024 with a goal of achieving 99.3 gpcd.

(B) Reduce water loss by 2.5% between 2019 and 2024 so that water loss is no more than 13.8% of water delivered or 21.6 gpcd by 2024.

(b) The continuation of an on-going public education program, a leak detection monitoring program, a universal metering program, and the staffing of a water conservation coordinator position and other programs described below serve to ensure that the water treatment capacity and distribution system are capable of meeting the growing potable water demands that are expected within the service area, based on the city's projected population growth. This water conservation plan has been adopted and established by the city to meet these objectives.

Sec. 18.11.003 Best management practices

During the 80th Texas Legislative Session, SB3, HB4 and HB3 were all passed and involve state water planning and conservation. TCEQ and the Texas Water Development Board (TWDB) jointly adopted these rules requiring the submission of a water conservation plan from public utilities that provide service to 3,300 or more connections. These utilities must also make annual progress reports to the TWDB, describing how they are implementing the conservation plans. Previously, TWDB-approved water conservation plans were only required from utilities making water rights applications or receiving funding from the TWDB. The TWDB Report 362 Water Conservation Best Management Practices Guide is the reference manual for water conservation practices discussed herein. The best management practices (BMPs) that the city currently utilizes and plans on utilizing to meet their annual water conservation goals are as follows:

BMP Category	BMP	Cedar Park Program Description
Utility practices	Water audit and loss	The city performs a detailed water audit annually to track unaccounted water (ref. <u>section 18.11.006</u>).
	Water conservation pricing	The city has a conservation-oriented (inclining block) water rate schedule with increasingly higher rates after consumption of 2,000 gallons (ref. <u>section 18.11.008</u> and <u>appendix A, article 8.000</u>).
	Prohibition on wasting water	In the city's drought contingency and water emergency plan (section 18.08.010), the city prohibits wasting of water under various drought response stages.
	Metering and retrofit	Raw water is metered along with all treated water connections. There is a program in place to monitor and replace meters (ref. <u>sections 18.11.004</u> and <u>18.11.005</u>).
Rebates and incentive programs	Showerhead, aerator & toilet flapper replacement program	The city periodically offers incentive or rebate programs such as toilet replacement and rain barrel sales.
Public outreach	Public information	Water conservation public education inserts are provided in utility billing, direct mailings, on the city website, pamphlets and in newspaper articles and advertisements (ref. <u>section 18.11.007</u>). The city works with local businesses, residents, and HOA's through individual meetings and other events to inform them of the city's watering schedule.
	Water smart	The city is initiating the launch of the water smart program which will provide residents with detailed

		information about their household water use and how they can take steps to conserve water.
Outdoor programs	Water reuse	In 2013 the city delivered 164 million gallons of reclaimed water for Avery Ranch Golf Course (ref. <u>section 18.11.013</u>).
Other	Water conservation coordinator	Water conservation coordinator assesses conservation efforts, reports on an annual basis and monitors five-year conservation efforts (ref. <u>sections 18.11.016</u> and <u>18.11.017</u>).

Sec. 18.11.004 Source supply metering devices

The city meters Lake Travis raw water withdrawals from the LCRA through two (2) meters. These meters are calibrated and tested annually to an accuracy of plus or minus two percent (2%). The BCRUA has one (1) meter.

Sec. 18.11.005 Universal metering and meter maintenance

(a) All water customers of the city water utility, including city offices and public facilities are metered. The city has installed remote metering throughout the service area.

(b) Meter replacement and maintenance program. Every residential meter shall be changed out approximately every ten years. Every meter that will be changed out is tested and, if possible, rebuilt. The city is equipped with a meter test bench where all meters two inches (2") and smaller are tested before being put into service. Meters are tested to ensure they meet the American Water Works Association (AWWA) criteria for accuracy. Meters two inches (2") and larger are scheduled to be tested once per year. At any time, a customer may request their meter to be tested. Guidelines for such requests are established in article 18.01, water rates, charges, and service regulations, of this code.

Sec. 18.11.006 Control measures for unaccounted water

The city performs annual water system audits to track unaccounted for water using the following monthly data: billing data (gallons sold), treated water data (gallons pumped), number of repaired leaks (and estimated gallons lost through leakage), and estimated gallons used for line flushing and fire hydrant testing. Additionally, the city performs a detailed water system audit annually as required by the Texas Water Development Board.

Sec. 18.11.007 Public education

(a) Education materials. The city will make available water conservation education materials for its customers on an on-going basis. Such information shall be provided to customers through various mediums including but not limited to: utility bill inserts, pamphlets provided at public facilities, direct mailings, school presentations, and periodic articles published in a local newspaper. When appropriate, the city shall also coordinate education efforts with local water suppliers, agencies, and regulators to promote water conservation education. The city has also recently partnered with the water smart program to provide residents with detailed information regarding their household water use.

(b) New customers. Water conservation information will be available to new water customers when applying for service. This information is made available at city hall and at other designated public buildings.

Sec. 18.11.008 Water rate structure

(a) The city's water rate charges and service regulations are contained in article 18.01, water rates, charges, and service regulations. The inclined user rate structure is contained in appendix A, article 8.000, utility related fees. The residential user rate in place is a minimum monthly base rate for the first two thousand (2,000) gallons used. After residential consumption of the first 2,000 gallons per month, an inclined rate is applied for each of the following volumetric categories: 2,001 gallons to 10,000 gallons, 10,001 gallons to 15,000 gallons and greater than 15,000 gallons. The nonresidential user rate is a minimum base rate based on meter size for the first 2,000 gallons used. After nonresidential consumption of 2,000 gallons, the rate is based on a charge per each additional thousand (1,000) gallons. This rate structure is conservation-oriented as it charges a nominally higher water rate following a customer's consumption of the first 2,000 gallons.

(b) Service regulations that address the conservation of water include the following:

- (1) Requirements that there be no free service.
- (2) All city departments that use water service pay the same user rates set out in the ordinance.
- (3) All usage through city fire hydrants shall be authorized by the city and that usage shall be charged for at a metered rate.

Sec. 18.11.009 Leak detection/repair program

The city investigates all reported leaks, performs periodic visual inspections, and schedules leak detection surveys of the water distribution lines. Reports are prepared and incorporated into the annual system audits; see section 18.11.006 of this article. Work orders are generated and prioritized by this program.

Sec. 18.11.010 Record management system

(a) The city administers a comprehensive record management system that accounts for its water use characteristics. The record management system is maintained by the city's water utility and is configured to provide the following water use information:

- (1) Water diversions;
- (2) Water production;
- (3) Water deliveries;
- (4) Water sales; and
- (5) Water losses.

(b) The city's record management system further allows for the separation of aggregate water sales and water usage characteristics into four customer-specific categories that include:

- (1) Residential (single-family);
- (2) Residential (multifamily);
- (3) Commercial; and
- (4) Other (wholesale).

(c) The cities record management even further allows for the tracking and quantification of water conservation. The following water conservation programs are tracked or proposed for tracking:

- (1) Water audits;
- (2) Metering of new connections and retrofit and replacement of existing connections;
- (4) Annual water conservation reporting by water conservation coordinator.

(d) The record management system will serve as the accounting and records repository for the city's water utility.

Sec. 18.11.011 Water wholesale agreements

This plan shall require that any future or amended wholesale water supply contract that the water utility negotiates with a wholesale customer shall contain a "pass-through" clause that requires direct compliance with article 18.08, drought contingency and water emergency plan. In turn,

should a wholesale customer sell water to another wholesale water entity, then the article 18.08 rules will convey to any additional water utilities and their customers that are served, directly or indirectly, by the water utility.

Sec. 18.11.012 Retrofit/replacement program

The city shall continue to encourage the retrofit or replacement of water efficient plumbing fixtures with the following programs:

- (1) Providing water saving devices such as faucet aerators and shower heads to water customers at a discounted price.
- (2) Encouraging the use of water efficient devices through the availability of public education materials (see section 18.11.007 of this article).

Sec. 18.11.013 Water reuse program

(a) The city's water reclamation facility ("WRF") currently provides treated effluent, up to 1.0 million gallons per day ("MGD"), for the irrigation of the Avery Ranch Golf Course. In 2012, the city completed two projects that use treated effluent and reclaimed water, in place of treated potable water, for irrigation.

(b) With the expansion of the city's field operations center, an irrigation system was installed that uses reclaimed water for the irrigation of surrounding landscape and turf grass, which averages about 60,000 gallons per month. The city also installed an irrigation system that uses treated effluent for irrigation water at one of the city's largest parks, Brushy Creek Sports Park. This water is used to irrigate all of the athletic fields and other landscaping at the park and averages about 1.3 million gallons per month.

(c) The city will continue to look for ways to replace treated potable water with reclaimed water for irrigation purposes. As part of a 2014 utility capital improvement project, the city is installing a pipeline that will be able to deliver reclaimed water for irrigation to other parks and landscaped areas within the city.

Sec. 18.11.014 Drought resistant landscape (xeriscape) program

The city shall encourage customers to utilize drought resistant landscaping techniques through education materials and landscape examples made available to the public (see section 18.11.007 of this article). The city provides program examples and guidance by maintaining the drought resistant plant demonstration garden at city hall, by encouraging the use of drought resistant landscaping principals in the city's landscape and tree regulations (chapter 15 of this code), by encouraging the use of drought tolerant landscaping principals at all city public facilities, and by providing public information on efficient irrigation methods.

Sec. 18.11.015 Reservoir systems operations program

The city obtains its raw water from Lake Travis through a withdrawal contract with LCRA. The city uses floating dock pump stations that are able to withdraw surface water at various stage elevations as the lake's conservation pool varies in response to flooding and drought conditions. The city, along with the BCRUA, is in the planning stages of a project that will allow for it to be prepared to establish a deeper stage intake than is currently capable that would provide it the ability to withdraw raw water at a lake elevation of about 570 feet (above mean sea level). Such action would provide the city with the ability to secure reservoir withdrawals based upon a lake elevation that is set to the historical extreme conditions caused by the 1950's drought of record. This additional component to the city's reservoir operations plan should allow the water utility to provide a reliable, long-term, raw water supply to the city even during the most serious drought conditions.

Sec. 18.11.016 Water conservation coordinator

The city has budgeted and staffed a water conservation coordinator position that is responsible for implementing and maintaining the city's water conservation program since the late 1990's. The city's water conservation coordinator is an individual who is designated to oversee and coordinate water conservation efforts within the water utility's service area. This position will further document the annual water conservation program implementation status report as it relates to the 30 TAC section 288 reporting requirements that indicate the performance of adopted best management practices (BMPs) described by this plan.

Sec. 18.11.017 Conservation assessment and proposed five-year efforts

Conservation efforts will be monitored and assessed annually over the next five years. The city is evaluating the following water conservation strategies and will implement additional water conservation programs by year 2019.

BMP Category	BMP	Cedar Park Program Description
Rebates and incentive programs	Toilet replacement program	The city will evaluate rebates for installation of low flush toilets for homes built prior to 1992.
Public outreach	School education	The city will evaluate making water conservation presentations to school age children.
	Water IQ	The city will evaluate growing its water IQ public awareness campaign through multi-media approaches.
Outdoor programs	Landscape irrigation	The city will evaluate offering free irrigation audits to residential and commercial customers and offering incentives for water-saving equipment

	conservation and incentives	upgrades such as rebates on new controllers, pressure-reducing valves and rain shut-off devices. The city is also revising our landscape ordinance to emphasize the use of more drought tolerant landscaping.
	Irrigation system analysis	The city will evaluate requiring annual submittal of an annual irrigation system analysis for major irrigators and major water users.
	Rain barrels	The city will evaluate selling water conservation rain barrels to the public and marketing them in pamphlets and mailers.

(Ordinance CO56-14-07-10-C1 adopted 7/10/14)

Exhibit F
Drought Contingency Plan

“Exhibit F”

ARTICLE 18.08 DROUGHT CONTINGENCY AND WATER EMERGENCY PLAN*

Sec. 18.08.001 Approval of the plan

The City Council hereby approves the addition of definitions, prohibiting water waste during all drought response stages, and revisions to drought response stages to the City’s drought contingency and water emergency plan (the “plan”). The City commits to implement the program changes according to the procedures set forth in the revised plan.

Sec. 18.08.002 Declaration of policy, purpose, and intent

(a) It is hereby declared that, because of the water conditions prevailing in the City, the water resources available to the City shall be put to the maximum beneficial use and that the waste, unreasonable use, or unreasonable method of use of water be prevented, and the conservation of such water to be extended with a view to the reasonable and beneficial use thereof in the interests of the people of the City and for the public health and welfare.

(b) Water uses regulated or prohibited under the plan are considered to be nonessential 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 enforcement as defined in section 18.08.013 of this article.

Sec. 18.08.003 Public education

All information, including updates, regarding the plan will be made available to the public at all times on the City’s website.

Sec. 18.08.004 Wholesale water customer education

Information regarding the plan will be available to wholesale water customers at all times on the City’s website.

Sec. 18.08.005 Coordination and compliance with regional groups

The service area of the City is located within the Lower Colorado Regional Water Planning Area (Region K) and the Brazos Region G., and the City has provided a copy of this plan to both. Furthermore, this plan shall be altered by the City to reflect any regulations dictated by the Lower Colorado River Authority (LCRA) or any other governmental entity authorized to promulgate water conservation regulations applicable to the City.

Sec. 18.08.006 Authorization

The service area of the City is located within the Lower Colorado Regional Water Planning Area (Region K) and the Brazos Region G., and the City has provided a copy of this plan to both.

Furthermore, this plan shall be altered by the City to reflect any regulations dictated by the Lower Colorado River Authority (LCRA) or any other governmental entity authorized to promulgate water conservation regulations applicable to the City.

Sec. 18.08.007 Application

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

Sec. 18.08.008 Definitions

For the purpose of this plan, the following definitions shall apply:

Acre-feet. The amount of water required to cover an area of one acre to a depth of one foot. One acre-foot of water is equal to 325,851 gallons.

Auxiliary source. A source of water other than the City's public water system which may include reuse effluent, raw, ground or well water.

City. The City of Cedar Park, Texas.

City Manager. The City Manager or any designated person acting on the City Manager's behalf.

Combined storage. The amount of water stored in acre-feet in Lake Travis and Lake Buchanan according to records kept by the Lower Colorado River Authority (LCRA).

Commercial/nonresidential customer. All other customers not classified as residential customer, including but not limited to businesses, schools, churches, large properties, athletic fields, municipally sponsored public gatherings, government entities, multifamily developments and property management associations (e.g. homeowners associations).

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, organization, or legal entity receiving water supplied by the City.

Drip irrigation. A method of irrigation which is typically installed below ground and consists of porous piping or emitters which allow the application of water at a slow and constant rate.

Drought tolerant landscaping. A method of landscaping which conserves water through the use of specific principles of design, plant selection, installation, maintenance, and irrigation methods.

Efficient irrigation technology. Irrigation techniques that use the latest technology with variables such as but not limited to soil moisture sensors, rain shutoff devices, and evapotranspiration based watering system controllers.

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

Nonessential water use. Water uses that are neither essential nor required for the protection of public health, safety, and welfare. These uses are considered nonessential depending on the current severity drought stage. Such nonessential uses include:

- (1) Irrigation of landscaped areas, including parks, athletic fields, and golf courses, except as otherwise provided by this plan;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) Use of water to fill, refill, or add to any swimming pools or Jacuzzi-type pools;
- (7) Use of water in a fountain or pond for aesthetic or scenic purposes except if the fountain utilizes recirculated water and/or supports aquatic life or wildlife. A person may not operate an ornamental fountain with an aerial emission of water or aerial fall of water greater than four (4) inches other than for aeration necessary to preserve habitat for aquatic life or wildlife;
- (8) Failure to repair a controllable leak(s) within ten (10) business days after having been given notice directing the repair of such leak(s); and
- (9) Use of water for dust control, other than for purposes of public health and safety.

Outdoor water use. Includes, but is not limited to, watering lawns, shrubs, vegetables, athletic fields, large properties, and other types of outdoor vegetation; washing vehicles, boats, and trailers; use of landscape irrigation systems; refilling or adding water to swimming pools or wading pools or ponds; the operation of aesthetic or recreational devices such as water slides; the watering of patios, driveways, parking areas, streets, tennis courts, sidewalks or other paved areas; and the watering of ground foundations.

Residential customer. Any person, company, organization, or other legal type entity receiving water supplied by the City at a location where the principal use of the property is for single-family or duplex habitation.

Soaker hose. A perforated or permeable garden-type hose or pipe that is laid above ground that provides irrigation at a slow and constant rate.

Sec. 18.08.009 Triggering and termination criteria for drought response stages

(a) The City Manager shall monitor the water supply and/or production and shall determine when conditions warrant initiation or termination of each drought response stage of the plan.

(b) The triggering criteria described below are based on combined storage, customer water consumption and water treatment plant production/distribution system capacity; however, the stated triggering criteria are not intended as an exhaustive or finite listing, and regardless of whether any stated triggering criteria are present, the City Manager may initiate and/or terminate each drought response stage of the plan to protect the public health, safety, and welfare and in the best interest of the City.

(1) Stage 1-Voluntary water conservation conditions.

(A) Requirements for initiation. This stage shall be considered the baseline water conservation stage for the City and will be implemented at all times when stages 2–5 are not in effect. Customers shall be requested to adhere to a voluntary twice-per-week outdoor watering schedule and adhere to the water restrictions on nonessential water use, defined in section 18.08.008 of this plan at all times. This stage is designed to promote water efficiency throughout the City.

(B) Target reduction goal. During this stage, the target reduction goal is 5%.

(C) Requirements for termination. Stage 1 of the plan may be rescinded at any time by the City Manager.

(2) Stage 2-Moderate water shortage conditions.

(A) Requirements for initiation. Customers shall be required to comply with the requirements and restrictions on nonessential water uses, defined in section 18.08.008 of this plan at all times when one or a combination of such triggering criteria occurs:

(i) Total daily water demand equals or exceeds 90% of the total operating system treatment capacity for three consecutive days;

(ii) If the combined water storage of Lakes Buchanan and Travis are less than 1,100,000 acre-feet but greater than 750,000 acre-feet;

(iii) Weather conditions are to be considered in drought classification determination. Predicted long, cold, or dry periods are to be considered in impact analysis;

(iv) City Manager discretion.

(B) Target reduction goal. During this stage, the target reduction goal is 10%–20%.

(C) Requirements for termination. Stage 2 of the plan may be rescinded by the City Manager when all of the conditions listed as triggering events have ceased to exist for at least a period of three (3) consecutive days, or at the City Manager's discretion. Upon termination of stage 2, stage 1 becomes operative.

(3) Stage 3-Severe water shortage conditions.

(A) Requirements for initiation. Customers shall be required to comply with the requirements and restrictions on nonessential water uses, defined in section 18.08.008, for stage 3 of this plan when one or a combination of such triggering criteria occurs:

(i) Total daily water demand equals or exceeds 95% of the total operating system treatment capacity for three consecutive days;

(ii) The combined storage of Lakes Buchanan and Travis are less than 750,000 acre-feet but greater than 600,000 acre-feet;

(iii) Water system is contaminated whether accidentally or intentionally. Severe condition is reached immediately upon detection; and/or

(iv) City Manager discretion.

(B) Target reduction goal. During this stage, the target reduction goal is a minimum of 20%.

(C) Requirements for termination. Stage 3 of the plan may be rescinded by the City Manager when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of stage 3, stage 2 becomes operative.

(4) Stage 4-Emergency water shortage conditions.

(A) Requirements for initiation. Customers shall be required to comply with the requirements and restrictions on nonessential water uses, defined in section 18.08.008, for stage 4 of this plan when the City Manager declares it is in the best interest of the City.

(B) Target reduction goal. During this stage, the target reduction goal is a minimum of 30%, or as determined by the LCRA board.

(C) Requirements for termination. Stage 4 of the plan may be rescinded by the City Manager.

Sec. 18.08.010 Drought response stages

The City shall monitor the water supply and/or production as needed and, in accordance with the triggering criteria set forth in section 18.08.009 of the plan, shall determine that a moderate, severe, or extreme condition exists and shall implement the following actions upon public notification:

(1) Stage 1-Voluntary water conservation stage. The goal for stage 1 of the plan is to maintain baseline water conservation measures and raise public and customer awareness of water demand conditions. This stage is designed to promote water efficiency throughout the City.

(A) Voluntary water use measures.

(i) Water customers shall voluntarily limit outdoor water use by participating in the two-day per week watering schedule for outdoor water use. Outdoor water use shall only occur on a designated outdoor watering day, which shall be two days per week. The two-day per week watering schedule will be determined and distributed by the City.

(ii) Residential customer watering days:

a. Last digit of their street address ending in a 0, 2, 4, 6, or 8: Thursday and Sunday.

b. Last digit of their street address ending in a 1, 3, 5, 7, 9: Wednesday and Saturday.

(iii) Commercial customer watering days: Tuesday and Friday.

(iv) Outdoor water use is discouraged between the hours of 10:00 a.m. and 7:00 p.m. except with handheld hoses equipped with a positive pistol grip nozzle or other device that automatically shuts off water flow when the hose is not being used, or handheld buckets. The following outdoor water uses are exempt from the voluntary weekly watering schedule and can be done at any time of day:

a. The irrigation of commercial plant nurseries.

b. Irrigation using an auxiliary source.

- c. Irrigation using a soaker hose or drip irrigation.
- d. New landscape installation during installation and the first twenty- one (21) days.
- e. The testing of new irrigation systems or existing irrigation systems being tested or under repair.

(v) All operations of the City shall adhere to nonessential water use restrictions, defined in section 18.08.008.

(vi) Water customers are requested to practice water conservation and adhere to the restrictions on nonessential water uses, defined in section 18.08.008. The following uses constitute a waste of water and are prohibited:

- a. Washing sidewalks, walkways, driveways, parking lots, tennis courts, patios or other hard-surfaced areas except to alleviate immediate health or safety hazards.
- b. Allowing water to run off a property, or allowing water to pond in the street or parking.
- c. Operating a permanently installed irrigation system with broken heads, with heads that are out of adjustment that spray more than 10% of the spray on street or parking lots, or that are misting.
- d. Failure to repair a controllable leak(s) within ten (10) business days after having been given notice directing the repair of such leak(s).
- e. Washing an automobile, truck, trailer, boat, airplane, or other mobile equipment with a handheld hose not equipped with a pistol grip nozzle or other device that automatically shuts off water flow when the hose is not being used.

(B) Demand management measures. The City will contact wholesale water customers to discuss water supply and/or production conditions and will request that wholesale water customers initiate voluntary measures to reduce water use.

(2) Stage 2-Moderate water shortage conditions. The goal for stage 2 of the plan is reduce water use by 10%-20%.

(A) Water use restrictions. Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

(i) Water customers shall be required to limit outdoor water use by participating in the two-day per week watering schedule for outdoor water use. Outdoor water use shall only occur on a designated outdoor watering day. The two-day per week watering schedule will be determined and distributed by the City. Drip irrigation and soaker hoses are permitted for use at all times and are exempt from the weekly watering schedule and daily watering time restrictions. Soaker hoses may be used at any time to water vegetable gardens or trees. Drip irrigation attached to an automatic sprinkler system must have spray head zones turned off.

(ii) Residential customer watering days:

- a. Last digit of their street address ending in a 0, 2, 4, 6, or 8: Thursday and Sunday.
- b. Last digit of their street address ending in a 1, 3, 5, 7, 9: Wednesday and Saturday.

(iii) Commercial customer watering days: Tuesday and Friday.

(iv) Outdoor water use is prohibited between the hours of 10:00 a.m. and 7:00 p.m. except with handheld hoses equipped with a positive pistol grip nozzle or other device that automatically shuts off water flow when the hose is not being used, or handheld buckets. Handheld watering can be done on any day without time restrictions. The time restrictions do not apply to:

- a. The irrigation of commercial plant nurseries.
- b. Irrigation using an auxiliary source.
- c. Irrigation using a soaker hose or drip irrigation.
- d. New landscape installation during installation and the first twenty- one (21) days.
- e. The testing of new irrigation systems or existing irrigation systems being tested or under repair.

(v) Charity carwashes are allowed on any day at any time with a handheld hose equipped with a pistol grip nozzle or other device that automatically shuts off water flow when the hose is not being used.

(vi) The washing of automobiles, trucks, motorbikes, boats, trailers, airplanes and other vehicles is allowed on any day and can be done at any time of day. The washing shall be done with a handheld bucket or handheld

hose equipped with a pistol grip nozzle or other device that automatically shuts off water flow when the hose is not being used.

(vii) Splash pads and other commercial recreational water devices are allowed to operate during this stage.

(viii) A person may not use commercially operated cosmetic power/pressure washing equipment unless it is fitted with a spray nozzle using no more than 3.5 gallons of water per minute and employing a working trigger shutoff with a protective weep mechanism. Equipment fitted with this technology is exempt from the watering schedule and is permitted for use at any time of day.

(ix) Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare. Use of water from designated fire hydrants for construction purposes may be allowed under special conditions and requires a meter; a variance application must be submitted with an explanation of the special conditions.

(x) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days. Such irrigation may not take place between the hours of 10:00 a.m. and 7:00 p.m. These restrictions do not apply to the irrigation of any golf course which uses an auxiliary source.

(B) Demand management measures.

(i) The City will initiate contact with wholesale water customers to discuss water supply and/or production conditions and the possibility of pro-rata curtailment of water diversions and/or deliveries.

(ii) The City will request wholesale water customers to initiate mandatory measures to reduce nonessential water use (e.g., implement stage 2 of the customer's drought contingency plan).

(iii) The City will initiate preparations for the implementation of pro-rata water curtailment of water diversions and/or deliveries by preparing a monthly water usage allocation baseline for the wholesale customer according to the procedures specified in section 18.08.011 of the plan.

(iv) The City will provide a report to news media with information regarding current water supply and/or production conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measure and practices as needed.

(3) Stage 3-Severe water shortage conditions. The goal for stage 3 of the plan is to reduce water use by 20%.

(A) Water use restrictions. Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

(i) All requirements of stage 2 shall remain in effect during stage 3 except:

a. Water customers shall be required to participate in the one-day per week watering schedule for outdoor water use within the designated times. Outdoor water use shall only occur on the customer's designated outdoor watering day, which shall be one day every seven days. The one-day per week watering schedule will be determined and distributed by the City Manager.

b. Extended variances beyond 21 days will not be granted for newly installed landscape plant material.

c. Events involving the use of water such as: 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.

(B) Demand management measures. The demand management measures for stage 2 will apply.

(4) Stage 4-Emergency water supply conditions. The goal for stage 4 of the plan is to significantly reduce water use during temporary, emergency water shortage conditions. During stage 4 all outdoor watering is prohibited.

(A) Supply management measures. The City will cease the flushing of water mains except when necessary for reasons of health or safety. All City departments will discontinue irrigating public landscaped areas except when such areas are irrigated with auxiliary water.

(B) Water use restrictions. Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

(i) All requirements of stage 3 shall remain in effect during stage 4 except:

a. Commercial plant nurseries may use only handheld hoses equipped with a positive pistol grip nozzle or other device that automatically shuts off water flow when the hose is not being used or handheld buckets.

b. Water may only be served at restaurants upon request.

- c. Events involving the use of water such as: festivals, parties, water slides, and other activities involving the use of water are prohibited.
- d. All irrigation of landscaped areas is prohibited, including the use of drip and soaker hoses. Outdoor water use with handheld hose is prohibited.
- e. Commercial carwashing facilities may operate for health and safety purposes only.
- f. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- g. All cosmetic power/pressure washing is prohibited.
- h. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment is prohibited.
- i. Water use at events such as: festivals, parties, water slides, and other activities is prohibited.
- j. A person may not operate a splash pad or other similar aesthetic or recreational use of water.
- k. A person may not use or allow the use of water to test or repair a permanently installed irrigation system or drip irrigation system.
- l. The use of ornamental fountains is prohibited unless the water is necessary to support aquatic life.
- m. Filling of all new and existing swimming pools, hot tubs, wading pools, is prohibited. Replenishing to maintenance level is permitted. Draining is permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
 - 1. 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.

A. Single-family and commercial pools. The automatic filling, refilling, or adding of potable water to single-family and commercial residential swimming or wading pools and hot tubs due to a leak is prohibited. Single-family residential swimming or wading pools and hot tubs may be refilled manually on the designated watering day before 8:00 a.m. and after 8:00 p.m., or may be refilled using an auxiliary source with no restriction.

B. Public pools. Refilling of public swimming pools as needed due to a leak is permitted on the designated watering day before 8:00 a.m. and after 8:00 p.m., or may be refilled using an auxiliary source with no restriction.

(C) Demand management measures. The demand management measures for stage 3 will apply.

(i) The City Manager will contact wholesale water customers to discuss water supply and/or demand conditions and will request that wholesale water customers initiate additional mandatory measures to reduce nonessential water use (e.g., implement stage 3 or 4 of the customer's drought contingency plan).

(ii) The City Manager will initiate pro-rata water curtailment of water diversions and/or deliveries for each wholesale customer according to the procedures specified in section 18.08.011 of the plan.

(iii) The City Manager will provide a report to news media with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

(D) In the event that severe water shortage conditions persist (stage 4) for an extended period of time, the City Manager may order water rationing and/or terminate service to selected users of the system in accordance with the following sequence:

(i) Commercial yard meters.

(ii) Commercial users.

(iii) Residential users.

(iv) Hospitals, public health and safety facilities.

(v) Additional measures. Through a contractual agreement with the Lower Colorado River Authority (LCRA), the LCRA may interrupt or curtail the water supplied to the City in accordance with the LCRA's drought management plan.

Sec. 18.08.011 Pro rata water allocation

Every wholesale water contract entered into or renewed by the City after the effective date of this plan, including contract extensions, shall provide that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code section 11.309 and the provisions of this plan.

Sec. 18.08.012 Variances

(a) The City Manager 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, primary business, 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.

(b) Persons requesting an exemption from the provisions of this article shall file a petition for variance with the City Manager after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager 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 this 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.

(c) Variances granted by the City Manager shall be subject to the following conditions, unless waived or modified by the City Manager:

(1) Variances granted shall include a start and end date for compliance;

(2) Variance requests must be submitted no more than two (2) months prior to the requested start date, and no less than 48 hours prior to the requested start date; and

(3) Variances granted shall expire on the date set at the time when the application was granted.

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

(e) Additionally, variances may be granted when a customer is using efficient irrigation technology for outdoor irrigation purposes. In order to receive this variance the requestor must have a master valve or flow sensor, the irrigation controller must have a cycle and soak capability, and will be subject to annual random irrigation checks by the City Manager.

Sec. 18.08.013 Enforcement

(a) No person or entity shall use or benefit from the use of water from the City for any 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 pursuant to action taken by the City, in accordance with provisions of this plan.

(b) Any person or entity in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person or entity's property shall constitute a rebuttable presumption that the person or entity in apparent control of the property committed the violation, but any such person or entity shall have the right to show that he/she/it did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this plan and that the parent could not have reasonably known of the violation. Each day that one or more of the provisions in this plan is violated shall constitute a separate violation/offense.

(c) Administrative violation. Except as otherwise stated herein, each violation of this plan may be enforced as an administrative violation, pursuant to the following:

Residential Customer

<u>1st Violation</u>	<u>2nd Violation</u>	<u>3rd Violation</u>	<u>4th Violation</u>
Warning letter	\$50.00 fee	\$100.00 fee	\$200.00 fee

Commercial Customer

<u>1st Violation</u>	<u>2nd Violation</u>	<u>3rd Violation</u>	<u>4th Violation</u>
Warning letter	\$200.00 fee	\$400.00 fee	\$1,000.00 fee

(1) First violation. If the City Manager or their designee reasonably believes that a person or entity has violated this plan, he/she may forward to the person or entity alleged to be in violation of this plan a notice of first violation. The notice of first violation shall be in writing, contain the name and address of the alleged violator (if known), provide a location and brief description of the alleged violation, provide a warning for this first violation and inform him/her of the administrative fees and consequences for subsequent violations, and be forwarded to the alleged violator's utility billing address via first class mail.

(2) Second (and/or subsequent) violation(s). If the City Manager or their designee reasonably believes that a person or entity has violated this plan again within the 12-month calendar year immediately following the date of a preceding violation, he/she shall forward to the person or entity alleged to be in violation of this plan a notice of second (or subsequent) violation. The notice of second (or subsequent) violation shall be in writing, contain the name and address of the alleged violator (if known), provide a location and brief description of the alleged violation, inform him/her of the administrative fee that will be added to the alleged violator's next monthly utility bill and the administrative fees and consequences for subsequent violations, and be forwarded to the alleged violator's utility billing address via first class mail.

(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 person, however, shall have the right to show that he/she did not commit the violation.

(d) Appeal of administrative violation: effect on payment, hearing procedure.

(1) Any alleged violator shall be entitled to appeal an administrative violation under this article as set forth in this subsection. The request or pendency of an appeal under this subsection shall not suspend or delay an alleged violator's obligation to pay current outstanding utility fees and/or administrative fines assessed under this article. Upon successful appeal of an alleged administrative violation, the City shall refund all administrative fines paid by or on behalf of an alleged violator pursuant to this article.

(2) At the alleged violator's discretion, any appeal or final review hearing hereunder this subsection may be conducted via scheduled telephone conference involving the alleged offender, hearing officer(s), City Manager or their designee, and any testifying witnesses. Prior to the commencement of any telephone conference under this subsection, each testifying witness' name, address, telephone number, and relationship to the alleged violator shall be submitted to the City Manager or their designee prior to commencement of such telephone conference, along with any documentary or physical evidence to be presented in such telephone conference. No unidentified witness or unsubmitted evidence shall be considered at the hearing.

(3) If the alleged violator shall fail to attend a scheduled appeal or final review hearing for any reason, it shall be the alleged violator's responsibility to contact the City Manager or their designee to reschedule within three (3) working days of the unattended hearing; failure to do so, or failure to attend the rescheduled hearing for any reason shall constitute a default, render final the pending administrative violation and any assessed administrative fines, and waive the alleged violator's right to appeal.

(4) Within fifteen (15) business days of the date of a notice of violation, an alleged violator may appeal the administrative violation and fee by submitting a written request to the City Manager or their designee. Within ten (10) business days of the City Manager's receipt of such request, the City Manager or their designee shall appoint one or more hearing officers and an appeal hearing ("appeal hearing") shall be held. At the appeal hearing, the alleged violator shall present relevant evidence and bear the burden of proof to show by the majority of the evidence why he/she should not be held in violation of the plan or the administrative fee should not be assessed. The hearing officer(s) shall consider all relevant evidence presented and render a decision in writing within five (5) business days of the conclusion of the appeal hearing ("appeal hearing decision"). A copy of the appeal hearing decision shall be forwarded to the alleged violator's utility billing address via first class mail and email.

(5) The alleged violator may appeal the appeal hearing decision by submitting a written request to the City Manager or their designee within five (5) business days of forwarding the appeal hearing decision. Within five (5) business days of receipt of the alleged violator's timely appeal of the appeal hearing decision, the City Manager or their designee shall conduct a final review hearing ("final review hearing"). At the final review hearing, the alleged violator shall present relevant evidence and bear the burden of proof to show by the majority of the evidence why he/she should not be held in violation of the plan or the administrative fee should not be assessed. The City Manager or their designee shall consider all relevant evidence presented and render a decision in

writing within five (5) business days of the conclusion of the final review hearing ("final review hearing decision"). A copy of the final review hearing decision shall be forwarded to the alleged violator's utility billing address via first class mail and email. The final review hearing decision by the City Manager or their designee is final and binding.

(e) Notices. All notices regarding alleged administrative violations under this article, including without limitation notices of violation, appeal hearing decisions, and final review hearing decisions, shall be in writing and forwarded to the alleged violator via first class mail and/or certified mail, return receipt requested, to the alleged violator's current billing address. All notices forwarded in such manner shall be deemed received by the alleged violator within three (3) days of the mailing's postmark. At an appeal hearing and/or final review hearing under this article, an alleged violator may present evidence that a required notice was not received.

(f) Class C misdemeanor. Alternatively, and at the discretion of the City Manager or their designee, third and subsequent violations within the 12-month period from the date of the alleged violator's immediately preceding violation may be treated as class C misdemeanor offenses. Any person or entity alleged to have violated this plan may be cited to appear in municipal court for such offense, and, upon conviction, shall be punished by a fine in accordance with the general penalty provision found in section 1.01.009 of this Code.

(g) Termination of service. Upon a person or entity's second or subsequent violation within the 12-month period immediately following the date of the preceding violation and upon due notice to the person or entity as set forth herein, the City shall be authorized to discontinue water service to the premises where such violations occur. The City shall be so authorized regardless of whether such violation is being simultaneously enforced administratively, under subsection (c), or criminally, under subsection (f). Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge and all other costs incurred by the City in discontinuing service. In addition, suitable assurance must be given to the City that the same action shall not be repeated while the plan is in effect. Compliance with this plan may also be sought through injunctive relief in a court of proper jurisdiction. This subsection shall not be construed to reduce, diminish, or in any manner restrict the City's right to terminate utility service for nonpayment of fees and fines.

(Ordinance CO33-15-08-13-C1 adopted 8/13/15)

Exhibit G

Demand Schedule

"Exhibit G" – Demand Schedule

Year	Service Area Population	Demand (ac-ft)
2017	89,806	15,593
2018	91,378	15,866
2019	92,977	16,144
2020	94,371	16,386
2021	95,787	16,632
2022	97,224	16,881
2023	98,682	17,135
2024	100,162	17,392
2025	101,414	17,609
2026	102,682	17,829
2027	103,966	18,052
2028	105,265	18,278
2029	106,581	18,506
2030	107,647	18,691
2031	108,723	18,878
2032	109,811	19,067
2033	110,909	19,258
2034	112,018	19,450
2035	113,138	19,645
2036	114,269	19,841
2037	115,412	20,039
2037	116,566	20,240
2039	117,732	20,442
2040	118,909	20,647
2041	120,098	20,852
2042	121,299	21,060
2043	122,512	21,271
2044	123,737	21,484
2045	124,356	21,591
2046	124,978	21,699
2047	125,603	21,807
2048	126,231	21,916
2049	126,862	22,026
2050	127,496	22,136
2051	128,134	22,247
2052	128,774	22,358
2053	129,418	22,470
2054	130,065	22,582
2055	130,716	22,695
2056	131,369	22,809
2057	132,026	22,923

Exhibit H

Arbitration Procedures

EXHIBIT H

ARBITRATION PROCEDURES

Section 1. Arbitration.

1.1. Binding Arbitration. Binding arbitration shall be conducted in accordance with the following procedures:

- (a) The party seeking arbitration hereunder shall request such arbitration in writing, which writing shall be delivered to the opposing party or parties and include a clear statement of the matter(s) in dispute. If a legal proceeding relating to the matter(s) in dispute has previously been filed in a court of competent jurisdiction (other than a proceeding for injunctive or ancillary relief) then such notice of election under this section shall be delivered within ninety (90) days of the date the electing party receives service of process in such legal proceeding. Otherwise, the legal proceeding shall be allowed to continue and binding arbitration shall not apply to the matter(s) in dispute in that legal proceeding.
- (b) Except to the extent provided in this Exhibit, the arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Association by a single arbitrator to be appointed as follows: (i) upon the issuance and receipt of a request for arbitration, the requesting and receiving party each shall designate a representative for the sole purpose of selecting, by mutual agreement with the other party's designee, the individual who shall arbitrate the Dispute or Controversy referred to arbitration hereunder; (ii) within twenty (20) days of their appointment, the two representatives shall designate a third individual who shall be the arbitrator to conduct the arbitration of the Dispute or Controversy; (iii) said individual shall be qualified to arbitrate the Dispute or Controversy referred to arbitration hereunder and have a schedule that permits him or her to serve as arbitrator within the time periods set forth herein. In order to facilitate any such appointment, the party seeking arbitration shall submit a brief description (no longer than two (2) pages) of the Dispute or Controversy to the opposing party. In the event the parties' two representatives are unable to agree on a single arbitrator of the Dispute or Controversy within the twenty (20) day period, then the arbitrator shall be appointed by the then-serving chief administrative district judge of Travis County, Texas, or any successor thereto within the next ten (10) day period. The party seeking arbitration shall make the parties' request for appointment of an arbitrator and furnish a copy of the aforesaid description of the Dispute or Controversy to said judge. Each party may, but shall not be required to, submit to said judge a list of up to three (3) qualified individuals as candidates for appointment as the arbitrator whose schedules permit their service as arbitrator within the time periods set forth herein. The arbitrator appointed by the judge need not be from such lists.
- (c) Within thirty (30) days of the date the arbitrator is appointed, the arbitrator shall notify the parties in writing of the date of the arbitration hearing, which hearing date shall be not less than one-hundred twenty (120) days from the date of the arbitrator's appointment. The arbitration hearing shall be held in Austin, Texas. Except as otherwise provided

herein, the proceedings shall be conducted in accordance with the procedures of the Texas General Arbitration Act, Tex. Civ. Prac. & Remedies Code § 171.001 et seq. (the "Texas General Arbitration Act"). Depositions may be taken and other discovery may be made in accordance with the Texas Rules of Civil Procedure, provided that (i) depositions and other discovery shall be completed within ninety (90) days of the appointment of the arbitrator, (ii) there shall be no evidence by affidavit allowed, and (iii) each party shall disclose a list of all documentary evidence to be used and a list of all witnesses and experts to be called by the party in the arbitration hearing at least twenty (20) days prior to the arbitration hearing. The arbitrator shall issue a final ruling within thirty (30) days after the arbitration hearing. Any decision of the arbitrator shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered pursuant to the foregoing, which may include an award or decree of specific performance hereunder, shall be final and binding on, and not appealable by, the parties, and judgment thereon may be entered or enforcement thereof sought by either party in a court of competent jurisdiction. The foregoing deadlines shall be tolled during the period that no arbitrator is serving until a replacement is appointed in accordance with this Exhibit.

- (d) Notwithstanding the foregoing, nothing contained herein shall be deemed to give the arbitrator appointed hereunder any authority, power or right to alter, change, amend, modify, waive, add to or delete from any of the provisions of the contract.

Section 2. Further Qualifications of Arbitrators; Conduct. All arbitrators shall be and remain at all times wholly impartial and, upon written request by any party, shall provide the parties with a statement that they can and shall decide any Dispute or Controversy referred to them impartially. No arbitrator shall be employed by any party, the State of Texas, or have any material financial dependence upon a party, the State of Texas, nor shall any arbitrator have any material financial interest in the Dispute or Controversy.

Section 3. Applicable Law and Arbitration Act. The agreement to arbitrate set forth in this Exhibit shall be enforceable in either federal or state court. The enforcement of such agreement and all procedural aspects thereof, including the construction and interpretation of this agreement to arbitrate, the scope of the arbitrable issues, allegations of waiver, delay or defenses as to arbitrability and the rules (except as otherwise expressly provided herein) governing the conduct of the arbitration, shall be governed by and construed pursuant to the Texas General Arbitration Act. In deciding the substance of any such Dispute or Controversy, the arbitrator shall apply the substantive laws of the State of Texas. The arbitrator shall have authority, power and right to award damages and provide for other remedies as are available at law or in equity in accordance with the laws of the State of Texas, except that the arbitrator shall have no authority to award incidental or punitive damages under any circumstances (whether they be exemplary damages, treble damages or any other penalty or punitive type of damages) regardless of whether such damages may be available under the laws of the State of Texas. The parties hereby waive their right, if any, to recover punitive damages in connection with any arbitrated Dispute or Controversy.

Section 4. Consolidation. If the parties initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then the parties hereby agree that all such proceedings may be consolidated into a single arbitration proceeding.

Section 5. Pendency of Dispute; Interim Measures. The existence of any Dispute or Controversy eligible for referral or referred to arbitration hereunder, or the pendency of the dispute settlement or resolution procedures set forth herein, shall not in and of themselves relieve or excuse either party from its ongoing duties and obligations under the contract or any right, duty or obligation arising therefrom; provided, however, that during the pendency of arbitration proceedings and prior to a final award, upon written request by a party, the arbitrator may issue interim measures for preservation or protection of the status quo.

Section 6. Complete Defense. The parties agree that compliance by a party with the provisions of this Exhibit shall be a complete defense to any Action or Proceeding instituted in any federal or state court, or before any administrative tribunal by any other party with respect to any Dispute or Controversy that is subject to arbitration as set forth herein, other than a suit or action alleging non-compliance with a final and binding arbitration award rendered hereunder.

Section 7. Costs. Each party shall bear the costs of its appointed representative to select the arbitrator of the Dispute or Controversy and its own attorneys' fees, while the costs of the arbitrator of the Dispute or Controversy incurred in accordance with the foregoing shall be shared equally by the parties. Additional incidental costs of arbitration shall be paid for by the nonprevailing party in the arbitration; provided, however, that where the final decision of the arbitrator is not clearly in favor of either party, such incidental costs shall be shared equally by the parties.

1st AMENDMENT TO FIRM WATER CONTRACT NO. 55559

This agreement is made by and between the Lower Colorado River Authority, hereinafter called "LCRA," and City of Cedar Park, hereinafter called "Purchaser," to be effective on the date of execution by LCRA, to wit:

WITNESSETH:

WHEREAS, LCRA and Purchaser entered into a certain Firm Water Contract No. 55559, dated June 21, 2018, pursuant to which Purchaser was granted the right to divert up to 20,500 acre-feet of raw water per annum; and

WHEREAS, the term of the contract expires on June 20, 2058; and

WHEREAS, it has become desirable to amend the Contract to increase the Maximum Annual Quantity from 20,500 acre-feet to 23,000 acre-feet;

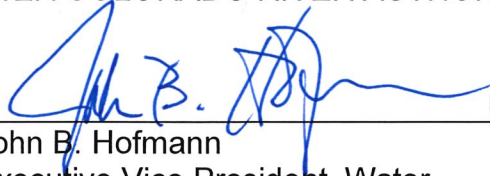
NOW THEREFORE, in mutual consideration of the premises and provisions hereinafter contained, LCRA and Purchaser agree to amend said contract as follows:

Section 2.3 of said contract is hereby amended and shall read as follows:

The MAQ is 23,000 acre-feet per year from the Effective Date. The MAQ is subject to reduction as specified in Section 2.2. (There is no Loss Factor applicable to this Contract.) PURCHASER's diversions and transfers of water to the Brazos River Basin are limited as described in Section 2.2.

All sections of and Exhibits to Contract No. 55559 not amended hereby shall remain in full force and effect.

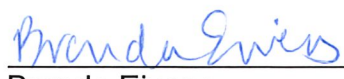
LOWER COLORADO RIVER AUTHORITY

By: 
John B. Hofmann
Executive Vice President, Water



Date: 10/1/19

CITY OF CEDAR PARK

By:  KW
Brenda Eivens
City Manager

Date: 9-27-19

ATTACHMENT J

**WHOLESALE WATER AND WASTEWATER SERVICE
AGREEMENT BETWEEN CITY OF CEDAR PARK, TEXAS AND
WILLIAMSON-TRAVIS COUNTIES MUD NO. 1**

**WHOLESALE WATER AND WASTEWATER SERVICE AGREEMENT
BETWEEN CITY OF CEDAR PARK, TEXAS AND
WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1**

THIS WHOLESALE WATER AND WASTEWATER SERVICE AGREEMENT ("Agreement") is made and entered by and between **Williamson-Travis Counties Municipal Utility District No. 1** ("District"), a municipal utility district created and functioning under Article XVI, Section 59 of the Texas Constitution as well as Chapters 49 and 54 of the Texas Water Code, and **the City of Cedar Park, Texas**, a home rule city and municipal corporation situated in Williamson and Travis Counties ("City") (District and City may be referenced herein individually as "Party" or collectively as the "Parties").

Recitals

WHEREAS, the District and the City have previously entered into the following agreements:

Agreement between Williamson-Travis Counties Municipal Utility District No. 1 and the City of Cedar Park, dated January 12, 1990 (**herein "Existing Wholesale Wastewater Agreement"**).

Agreement Concerning Creation of Williamson-Travis Counties Municipal Utility District No. 1, which is dated April 10, 1984 and which is attached to that certain Resolution Consenting to Creation of Williamson-Travis Counties Municipal Utility District No. 1, such Resolution having been approved by the City of Cedar Park and dated March 15, 1984, and as amended by that certain Amendment to Agreement Concerning Creation of Williamson-Travis Counties Municipal Utility District No. 1 dated March 27, 2014 and that that certain Second Amendment to Agreement Concerning Creation of Williamson-Travis Counties Municipal Utility District No. 1 dated September 25, 2014, and that that certain Third Amendment to Agreement Concerning Creation of Williamson-Travis Counties Municipal Utility District No. 1 dated January 21, 2015, and that certain Fourth Amendment to Agreement Concerning Creation of Williamson-Travis Counties Municipal Utility District No. 1 dated May 5, 2015 (herein collectively referred to as "Existing Wholesale Water Agreement"); and

WHEREAS, the District and City have determined that a new agreement between the parties for wholesale water and wholesale wastewater service is needed to provide for new terms and conditions including new rates; and

WHEREAS, the District and City wish to set forth herein their new agreement for wholesale water and wastewater services, which provisions will replace the provisions in the Existing Wholesale Wastewater Agreement and Existing Wholesale Water Agreement related to such services and to further provide herein that the Parties ratify and confirm those provisions of the Existing Wholesale Water Agreement that relate to the City's prior consent to the creation of the District as applicable.

NOW THEREFORE, in consideration of the terms, conditions, and mutual covenants and consideration contained in this Agreement, the District and the City agree that Existing Wholesale Water Agreement and Existing Wholesale Wastewater Agreement are replaced in their entirety with the following:

ARTICLE 1: DEFINITIONS

1.01 Definition of Terms. The terms used in this Agreement will have the meanings set forth below, unless otherwise defined in the Agreement:

- a. City: means the City of Cedar Park, Texas.
- b. City System or City's System: means the City Wastewater System and City Water System, or the City's Wastewater System and City's Water System, collectively, as defined herein.
- c. City's Wastewater System or City Wastewater System: means all of the Wastewater equipment and facilities owned by the City that are used for the collection, transportation, treatment, or disposal of Wastewater, including meters.
- d. City's Water System or City Water System: means all of the Water equipment and facilities owned by the City that are used for the transportation, treatment, or distribution of Water, including meters.
- e. District: means Williamson-Travis Counties Municipal Utility District No. 1, the geographic boundaries of which are depicted in Exhibit A attached hereto.
- f. District's System or District System: means the District's Wastewater System and District's Water System, as defined herein.
- g. District's Water System or District Water System: means the water facilities of the District for collection and transportation of Water to its retail customers from the Master Meter(s) connected to the City Water System. The District's Water System shall include the Internal Facilities used for the provision of water service.
- h. District's Wastewater System or District Wastewater System: means the Wastewater facilities of the District for collection and transportation of Wastewater from its retail customers to the Point(s) of Entry into the City System. The District's Wastewater System shall include the Internal Facilities used for provision of wastewater service.
- i. Environmental Protection Agency or EPA: means the United States Environmental Protection Agency.
- j. Force Majeure: as defined by Section 13.01 of this Agreement.

- k. Impact Fee: means a charge imposed on each service unit on new development pursuant to Chapter 395 of the Local Government Code to generate revenue for funding or recouping the costs of capital improvements or facility.
- l. Infiltration: means water that enters District's Wastewater System through defects such as cracks or breaks in the piping, manholes or other appurtenances.
- m. Inflow: means water that enters the District's Wastewater System through direct sources such as drain spouts, manholes, clean-outs, or other appurtenances.
- n. Interceptors: means those wastewater gravity collection lines that serve multiple customers of the City's System.
- o. Internal Facilities: means the internal water and Wastewater distribution and collection facilities and related equipment, facilities and appurtenances constructed or to be constructed by or on behalf of the District for the provision of retail water and wastewater service within the District.
- p. LUE: means Living Unit Equivalent, which consumes four hundred fifty (450) gallons per day of water and produces three hundred (300) gallons per day of wastewater. See Exhibit B for LUE conversions by use and meter size.
- q. Metering Facilities: means the Wastewater Metering Facilities and Water Metering Facilities, collectively, as defined herein.
- r. Monthly Minimum Charges: as defined by Section 5.04 of this Agreement.
- s. Points of Entry: means the locations described on the attached Exhibit C in the City's Wastewater System at which all Wastewater will pass from the District's Wastewater System into the City's Wastewater System.
- t. TCEQ: means the Texas Commission on Environmental Quality, or any predecessor or successor agencies.
- u. Volume Charges: as defined by Section 5.05 of this Agreement.
- v. Waste or Wastewater: means liquid or water borne waste, including, without limitation, sewage, commercial waste, industrial waste or other wastes, whether separate or commingled.
- w. Wastewater Metering Facility: means the Wastewater flow meters, meter vaults, and all metering and telemetering equipment to measure Wholesale Wastewater Service to the District which are described on the attached Exhibit C and at any other location agreed to in writing by the District and the City. The City's Wastewater System shall include each Wastewater Metering Facility.

- x. Wastewater Peak Hour Flow Rate: means the highest metered and calculated two-hour average flow rate delivered cumulatively from the District to City's Wastewater System under any operational condition, including inflow and infiltration.
- y. Wastewater Plant: means the wastewater treatment plants, owned or jointly owned by the City, which as of this Agreement include the Cedar Park Water Reclamation Facility and the Brushy Creek Regional Wastewater System East and West Plants.
- z. Water Metering Facility: means the Water flow meters, meter vaults, and all metering and telemetering equipment to measure Wholesale Water Service to the District as described in the attached **Exhibit D** and at any other location agreed to in writing by the District and the City. The City's Water System shall include each Water Metering Facility.
- aa. Water Peak Hour Flow Rate: means the highest metered and calculated one-hour average flow rate delivered cumulatively from the City to District's Water System under any operational condition.
- bb. Water Plant: means the water treatment plants, owned or jointly owned by the City, which as of this Agreement include the Cedar Park Water Treatment Plant and the Brushy Creek Regional Utility Authority Water Treatment Plant.
- cc. Wholesale Service Area: means the territory within the District as more particularly described or depicted in **Exhibit A** attached hereto.
- dd. Wholesale Service Commitment: means the 1939 LUEs of Wholesale Water and Wastewater Service to be made available by the City to the District under this Agreement.
- ee. Wholesale Wastewater Service: means the wholesale wastewater service provided by the City to the District pursuant to this Agreement.
- ff. Wholesale Water Service: means the wholesale water service provided by the City to the District pursuant to this Agreement.

ARTICLE II: OWNERSHIP, REPAIR, MAINTENANCE AND OPERATION OF SYSTEMS AND FACILITIES

2.01 Ownership, Repair, Maintenance and Operation of Systems.

- a. Except as otherwise agreed upon by the District in writing, the City shall own, repair, maintain and operate the City Wastewater System and City Water System.
- b. Except as otherwise agreed upon by the City in writing, the District shall own, repair, maintain and operate the District Wastewater System and District Water System.

ARTICLE III: PROVISION OF WHOLESALE WASTEWATER SERVICE

3.01 Wholesale Wastewater Service; Levels.

- a. Subject to the terms and conditions of this Agreement and the requirements of applicable law, the City agrees to provide Wholesale Wastewater Service to the District for the Wholesale Service Area in a quantity equal not to exceed the Wholesale Service Commitment.
- b. The Wholesale Service Commitment shall be subject to the following additional limitations:
 - i. The District agrees to comply with provisions in Article 18.06 of the Cedar Park Code of Ordinances, as amended from time to time, as it relates to discharge quality and industrial pretreatment requirements; and
 - ii. The Wastewater Peak Hour Flow Rate shall not exceed 1781 gallons per minute.
- c. The Parties agree that any increase in the agreed Wastewater Peak Hour Flow Rate that the City provides to the District under this Agreement will require a written amendment of this Agreement duly authorized by the governing bodies of the Parties.

3.02 Sole Provider; Waste Disposal Permit Application.

- a. For so long as the City meets its obligations under this Agreement, the City will be the sole source of Wholesale Wastewater Service to the District for the Wholesale Service Area unless the City consents in writing to District's conversion to another wholesale provider.
- b. Under the terms and conditions set forth herein, the City shall be entitled to provide Wholesale Wastewater Service to the District for the Wholesale Service Area from any source of treatment capacity available to the City; provided, however, that, in the event that the City amends its Impact Fee to include costs related to alternate source of treatment in its Impact Fee calculation, no lands within the Wholesale Service Area previously platted or for which Impact Fees were previously received or credited by the City shall be subject to payment of the new Impact Fees, or any portion thereof; likewise, in the event the City amends the Impact Fee, the amended Impact Fee will apply for purposes of this Agreement only to lands within the Wholesale Service Area that receive final plat approval after the amendments of the Impact Fees, or for which the City has not otherwise given Impact Fee credits.

3.03 Wholesale Service Commitment Not Transferable.

The City's commitment to provide Wholesale Wastewater Service is solely to the District and solely for the Wholesale Service Area; however, this Agreement shall not effect existing pass-through wastewater and/or water service agreements between the City, District, and any third parties. The District may not assign or transfer in whole or in part the City's service commitment to any person or entity without the City's approval, and any assignment will be subject to the terms and conditions of this Agreement.

3.04 District Responsible for Retail Connections.

The District will be solely responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement and for the proper and lawful application of the District's policies and regulations governing connection to the District's Wastewater System.

3.05 Retail Billing and Collection.

The District agrees that it will be solely responsible for retail billings to and collections from its customers within the Wholesale Service Area.

3.06 Curtailment of Service.

The Parties agree that, if Wastewater Service is curtailed by the City to other customers of the City's System, the City may impose a like curtailment, with notice to the District, on Wholesale Wastewater Service provided to the District under this Agreement. The City will impose such curtailments in a nondiscriminatory fashion. The Parties agree that they will not construe this Agreement to prohibit the City from curtailing service completely in the event of a maintenance operation or emergency for a reasonable period necessary to complete such maintenance operations or repairs or respond to an emergency circumstance.

3.07 Cooperation During Maintenance or Emergency.

The District will reasonably cooperate with the City during periods of emergency or required maintenance. If necessary, upon prior notice, the District will operate and maintain its system at its expense in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

ARTICLE IV: METERING OF WASTEWATER FLOWS

4.01 Flow Meters.

All Wastewater from the Wholesale Service Area must be metered through Metering Facilities. The Metering Facilities have been constructed and dedicated to the City. The District has installed or caused to be installed the Metering Facilities at a location on the City's interceptor above all Points of Entry, and at a location approved by the City on that Interceptor, or the lift

station into which the Interceptor delivers wastewater, below all Points of Entry. All other metering facilities, if mutually agreed by the Parties, will be installed by the City or its designee, at no cost to the District. The Parties agree that the City has the right to inspect the Metering Facilities.

4.02 Flow Meter Calibration and Testing.

If any Party becomes aware that a Wastewater flow meter is registering inaccurately or malfunctioning, that Party shall notify the other Parties without unreasonable delay. Any Party will have the right to test a flow meter at any time. Notification of a proposed test will be provided at least 48 hours before conduct of the test except in the case of emergencies. Any Party will have the right to witness flow meter tests. Payment for meter calibration and testing under this Section will be the responsibility of the Party requesting the meter calibration and testing.

4.03 Ownership, Operating and Maintenance of the Flow Meters.

The City will own, operate and maintain the Metering Facilities. The City agrees to calibrate and routinely service the flow meter no less than once during each 12-month period as a cost of the System. The City will notify the District in writing of proposed calibrations in advance of such occurrences so that the District may observe if they desire.

4.04 Billing Adjustments.

If, for any reason, a flow meter is out of service or inoperative, or if, upon any test, any meter is found to be inaccurate (variance of five percent (5%) or more), the City will calibrate the meter to measure within five percent (5%) accuracy. In addition, the City will notify the District in writing, and the City will adjust billings by an amount that corresponds to the percentage that the meter varies from accurate measurement for one-half of the months since the most recent calibration of the same meter but not to exceed 6 months. If adjustment results in credit to the District, the City may provide such credit against future billings to the District. If adjustment results in additional amounts due to City, the District will pay such amounts to the City, in accordance with the billing terms provided in this Agreement.

4.05 Flow Monitoring.

If the City discovers a flow problem in the District's or the City's System, as determined in its discretion, the City may, at any time, with notice to the District, conduct smoke testing, television of lines, or other methods to determine the cause of the problem. The Parties agree to fully cooperate in this investigation. If the cause of the problem is determined to be solely in City's System, then the City will solely pay for all investigation costs. If the cause of the problem is determined to be in both the District's and the City's Systems, then investigation costs will be proportionally distributed based upon the number of connections investigated for each Party. The District agrees to reimburse the City for the District's portion of this investigation costs within 30 days of receipt of invoice. The District agrees to correct any

problems identified in the investigation with reasonable promptness, depending on the nature of the problem.

ARTICLE V: WHOLESALE WASTEWATER RATES AND CHARGES

5.01 Wholesale Wastewater Rates, Fees and Charges.

- a. In accordance with the terms and conditions of this Agreement, the City will establish and the District will pay the City based on rates, charges and fees for the Wholesale Wastewater Service provided under this Agreement. The rates, charges and fees for Wholesale Wastewater Service shall include:
 - i. Volume Charges;
 - ii. Monthly Minimum Charges; and
 - iii. Impact Fees.
- b. Volume Charges and Monthly Minimum Charges shall be calculated by the City pursuant to this Agreement and in accordance with standard AWWA principles for wholesale service; shall be just, reasonable, and non-discriminatory; and shall be based on costs of the City Wastewater System related to the provision of Wholesale Wastewater Service under this Agreement. Notwithstanding the foregoing, the District agrees that the initial Volume Charges set forth in Section 5.03 below are just and reasonable and will not be appealed. The District also agrees not to appeal any future increases so long as such increases to the District are equal to or less than the percentage increase in the City's retail customers' average monthly bills. Any increase to the District in excess of that amount or any addition of a base fee to the District shall be appealable.

5.02 Notice to and Reviewed by the District.

- a. After the initial Volume Charges or Monthly Minimum Charges are set by the City on the effective date for this Agreement, the City will provide the District with cost of service information equal to that provided to the City Council and written notice of any proposed increases to the Volume Charges and Monthly Minimum Charges at least two (2) months prior to the proposed increase. Written notice shall include the proposed new rates and/or fees, and cost of service information with detail equal to that provided to City Council. The City will not be required to provide notice related to setting of Impact Fees beyond those notices required by the Texas Impact Fee Law (Texas Local Government Code, Chapter 395, as amended).
- b. The District will have the right to inspect and copy, at its expense, the City's books and records to verify any statement, billing, charge, computation or demand made to the District by the City. The City agrees to make all such information available to the

District for inspection and copying with reasonable promptness during normal business hours.

5.03. Volume Charges.

- a. Commencing on the Effective Date of this Agreement, the District shall pay to the City a Volume Charge in the amount of \$2.25 per 1,000 gallons of wastewater flow. Effective January 30, 2016, the District shall pay to the City a Volume Charge in the amount of \$2.94 per 1,000 gallons of Wastewater flows. Effective January 30, 2017 such rate shall increase to \$3.62. The City may thereafter amend the Volume Charge from time to time in accordance with this Agreement.
- b. The City and the District specifically agree that the above Volume Charges have been calculated so that all costs of the City Wastewater System on which the Volume Charges are based are equitably allocated between District and any other wholesale customers of the City Wastewater System in a just, reasonable and nondiscriminatory manner.

5.04 Monthly Minimum Charges.

- a. In addition to the Volume Charges, the City may after January 30, 2017, establish Monthly Minimum Charges to recover all or a portion of the capital-related costs of the City Wastewater System incurred by the City related to that portion of the City Wastewater System that is used or useful for the provision of Wholesale Wastewater Service hereunder and that are not otherwise financed through the collection of Impact Fees. The City specifically agrees that the Monthly Minimum Charge will be calculated so that the capital-related costs of the City Wastewater System are allocated between the District, any other wholesale customers of the City's Wastewater System, and City's retail customers in a fair, equitable, non-discriminatory and impartial manner. Without limitation to the generality of the foregoing, the Monthly Minimum Charge will be calculated such that the District shall not pay any capital-related costs associated with capacity in the City's Wastewater System that is being constructed to provide Wastewater treatment and disposal service in excess of the Wholesale Service Commitment.
- b. The District will not be required to pay to the City an initial Monthly Minimum Charge commencing on the effective date of this Agreement. The City may amend the Monthly Minimum Charge from time to time in accordance with this Agreement from and after January 30, 2017.
- c. Prior to revision of the Monthly Minimum Charge, the City shall provide written notice thereof to District, and provide a reasonable period for review and comment. The two-month period following notice as provided in Section 5.02 shall be deemed a reasonable period for review and comment. The notice shall specify the lands within the Wholesale Service Area for which the City has received or credited payment of Impact Fees.

- d. Any cost of service information shall identify the capital-related costs previously paid by or on behalf of the District by payment of the Monthly Minimum Charge and Impact Fees to the City.
- e. The City agrees that if it begins charging the District a Monthly Minimum Charge that any subsequent agreements that it enters into with any other person or entity for wholesale Wastewater treatment and disposal services from the City's Wastewater System also will require such person or entity to pay a minimum monthly fee to be calculated using the methodology described herein.

5.05 City Impact Fees.

- a. The provision of Wholesale Wastewater Service to the District under this Agreement is subject to the District's payment to the City of Impact Fees as adopted by the City for the Wholesale Service Area. The Parties acknowledge that the Impact Fees will be subject to the procedures and requirements of Chapter 395 of the Texas Local Government Code, commonly known as the Texas Impact Fee Law, as amended.
- b. If Impact Fees are paid prior to the time of connection, the City will provide the payor credits for the number of wastewater connections, i.e., LUEs, for which the payor paid Impact Fees. Said credits shall be limited to specific platted lots within the Wholesale Service Area, may not be sold by the payor, and may be assigned only to the builder identified by the payor for the specific platted lot to which the certificate relates. Credits shall be issued for one LUE per single family residential lot, unless the City receives payment for a larger number of LUEs per lot. Assuming that the City has received Impact Fees for one LUE per lot within a platted subdivision, in the event service to a platted lot requires service at a level in excess of one LUE, the District shall, within forty-five (45) days of provision of retail wastewater service to the platted lot, either : (1) pay or cause to be paid to the City Impact Fees for the remaining LUEs of service; or, (2) notify the City in writing that it may reallocate any remaining Impact Fee credits due under this Agreement to the lot receiving more than one LUE of service.

5.06 The District's Right of Appeal.

Except as otherwise stated herein, the District retains such rights as it may be possess under applicable law to appeal the City's Impact Fees, Volume Charges and Monthly Minimum Charges. Without limitation, the City specifically agrees that the District may seek a judicial determination regarding whether the City has calculated its fees and charges in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, the District agrees that the initial Volume Charges set forth in Section 5.03 above are just and reasonable and will not be appealed. The District also agrees not to appeal any future increases so long as such increases to the District are equal to or less than the percentage increase in the City's retail customers'

average monthly bills. Any increase to the District in excess of that amount or any addition of a base fee to the District shall be appealable.

5.08 District Wastewater Rates and Charges.

The District will determine and charge its retail Wastewater customers such rates as are determined by its governing body. During the term of this Agreement, the District will fix and collect rates and charges for retail Wastewater service that are, in the opinion of its governing body, sufficient, together with any other revenues available to the District, to produce the amount necessary to operate, repair, and maintain the District's Wastewater System, and to pay the cost of Wholesale Wastewater Service from the City. District will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

5.09 Obligation of the District.

The Parties agree that the District's obligations under this Agreement to make payments to the City for Wholesale Wastewater Service in any fiscal year are a current expense for that fiscal year payable solely from the revenues of the District's Wastewater System for that fiscal year. The obligation of the District to make payments to the City does not constitute a general obligation or indebtedness of the District for which the District is obligated to levy or pledge any form of taxation.

5.10 District Connection Fees.

The Parties acknowledge that the District has the right to the extent allowed under applicable law to assess, charge, and collect such impact fees, capital recovery fees, connection fees, meter fees, or other service fees, rates, taxes, or other charges as its governing body will deem appropriate in excess of the City's Impact Fee. This Agreement will not be constructed to require, limit, or restrict the governmental power of the District to implement the same. The District will be solely responsible for the proper exercise of its governmental power to assess and collect such fees and charges and for ensuring that all fees, taxes, rates, and charges the District elects to charge in compliance with applicable law.

5.11 Verification of District Connections.

For verification of the Monthly Minimum Charge, if any, paid to the City and for any other purpose, the District will make available for inspection and copying during regular business hours, at the City's expense, all records for retail connections to the District's Wastewater System. In addition, the City will have the right to inspect the District's Wastewater System at any time, at the City's sole expense, after giving the District written notice of its intention to inspect and allowing the opportunity for the District to be present, to verify the type and amount of retail connections made or the condition of the District's Wastewater System (related to contractual compliance issues) and the District will provide lawful access to the City for this purpose.

ARTICLE VI: WHOLESALE WASTEWATER AND WATER BILLING METHODOLOGY

6.01 Monthly Statement.

For each monthly billing period, the City will forward to the District a bill providing a statement of the total Volume Charge owed by the District for Wholesale Wastewater Service and Wholesale Water Service provided to the District during the previous monthly billing period. The District will pay the City for each bill submitted by the City to the District by check or bank-wire on or before thirty (30) days from the date of the invoice. In addition to the Volume Charge, the District shall pay a Monthly Minimum Charge to the City (if established by the City pursuant to this Agreement) in an amount equal to the Monthly Minimum Charge established by the City. Payment shall be mailed to the address indicated on the invoice, or can be hand-delivered to the City's offices in Cedar Park, Texas, upon prior arrangement. If payments will be made by bank-wire, District shall verify wiring instructions with City's Finance Department. Payment must be received at City's offices or bank by the due date in order not to be considered past due or late. In the event District fails to make payment of a bill within said thirty (30) day period, District or its assignee shall pay a one-time late payment charge of five percent (5%) of the unpaid balance of the invoice. In addition, District shall pay interest on the unpaid balance at a rate equal to one and one-half percent (1.5% per month). Such interest shall accrue monthly beginning on the due date of the original unpaid invoice.

6.02 Monthly Billing Calculations.

- a. City will compute the Volume Charge included in the monthly billing for Wholesale Wastewater Service and Wholesale Water Service on the basis of monthly readings of metered Wastewater and water flows of the Metering Facilities. The total of these flows multiplied by the wholesale Wastewater rate and the wholesale water rate, respectively, set from time to time by the City, will be used to compute the monthly bill for the Volume Charge.
- b. The Minimum Monthly Fee to be paid by the District to the City each month shall be an amount equal to the Monthly Minimum Charge, if any, established by the City.

6.03 Infiltration and Inflow.

District acknowledges that Wastewater entering the City's Wastewater System from the District's Wastewater System emanating from any source whatsoever must be given treatment and handling whether or not its source is revenue producing for District. Therefore, the District agrees to pay, as part of the Volume Charge, for Infiltration and Inflow originating within the District's System without abatement in the same manner and cost as other Wastewater entering City's System from the District System.

eighty (180) days and District has failed to initiate and diligently pursue curative action, in the event of a non-monetary default unless such default cannot be reasonably cured within one hundred eighty (180) days, then City shall have the right to permanently restrict service to District under this Agreement or to require District to stop making new connections to the District's Water System upon giving District written notice of its intent to do so.

- b. In the event City shall default in the performance of any material obligation to be performed by City under this Agreement, then District after having given City thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by City. In the event such default remains uncured for a period of (i) sixty (60) days in the event of a default which causes the City to be unable to provide service to new connections to the City's Water System or (ii) one hundred eighty (180) days in the event of any other type of material default, then District shall have the right to notify City that District intends to take a more limited amount of water services from City (which shall be at least the amount City is then able to provide to District) and District may then obtain other water or Water Services from another provider or may take appropriate action to supply itself with additional water or water services upon giving City written notice of its intent to do so.

13.04 Additional Remedies Upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that the City's undertaking to provide and maintain the services of the City System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, City agrees, in the event of any default on its part, that District shall have available to it the equitable remedies (other than termination of this Agreement) which may also be available. Recognizing that failure in the performance of District's obligations could not be adequately compensated in money damages alone, District agrees in the event of any default on its part that City shall have available to it the equitable remedies (other than termination of this Agreement) which may also be available to City including, without limitation, the right of City to obtain a writ of mandamus or an injunction against a District to which the Agreement has been assigned (i) requiring the Board of Directors of District to levy and collect rates and charges sufficient to pay the amounts owed to City by the District under this Agreement and (ii) enjoining the District from making additional retail water connections as specified in Section 10.04(c).

ARTICLE XIV: RIGHT OF ENTRY

14.01 Right of Entry.

In cooperation with and after notice to the District, District agrees to provide City the right of entry and access to the District's System at all reasonable times in order to inspect those facilities, to investigate the source of operational or maintenance problems or for preventative

purposes intended to detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonably related to the provision of Wholesale Wastewater Service or Wholesale Water Service.

ARTICLE XV: DATA AND INFORMATION

15.01 Customer Reports by District.

District will notify City in writing of any non-residential connections within the Wholesale Service Area within 30 days of connection. Also, District agrees to provide written notice to City of any subdivision final plat approvals within the Wholesale Service Area promptly after District receives notice thereof. In addition, for each calendar year, District will forward to City no later than January 21 of the following year an annual report containing the following data:

- a. actual number of active District retail Wastewater and water connections, measured in LUEs, connected to the City's System as of the end of the calendar year for which the report is made;
- b. number of new active retail Wastewater and water connections, measured in LUEs, made in the previous calendar year;
- c. classification, by number and percentage, of accounts connected to City's System according to the following:
 - i. Residential connections; and
 - ii. Non-residential connections; and
 - iii. If non-residential connections were made, a description of the operations believed to be conducted on the premises, the volume of flow anticipated, and a copy of any industrial waste discharge permit or similar permit issued by a local, state or federal governmental authority to such premises.

ARTICLE XVI: CITY CONSENT TO CREATION OF DISTRICT

16.01 Consent to Creation of District Ratified and Confirmed.

The City previously consented to the creation of the District in the City's Resolution Dated March 15, 1984, a copy of which is attached hereto, labelled as **Exhibit "F"** and incorporated herein by reference. The Parties hereby ratify and confirm the provisions and restrictions set forth in **Exhibit "E"** acknowledging that the following condition in **Exhibit "E"** has been fulfilled: The Owners of the land constituting the District being Bill Milburn, Inc. and Howard D. Pringle and Wiley D. Pringle did execute the required Agreement Concerning Creation of Williamson-Travis

Counties Municipal Utility District No.1 and the liabilities and responsibilities of such agreement were assumed by the District, which was the Existing Wholesale Water Agreement.

ARTICLE XVII: FORCE MAJEURE

17.01 Force Majeure.

If, by reason of force majeure, either party will be rendered unable, in whole or in part, to carry out its obligations under this Agreement, the party whose performance is so affected will give notice and the full particulars of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied on. Following said notice, the obligation of the party giving such notice, so far as it is affected by such force majeure, will be suspended during the continuance of the inability then claimed but for no longer period and such party will endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" will mean Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightening, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a party to perform due to any other causes not reasonably within the control of the party claiming such inability.

ARTICLE XVIII: REGULATORY COMPLIANCE

18.01 Agreement Subject to Applicable Law.

The Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas, the City of Cedar Park and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

18.02 District Cooperation to Assure Regulatory Compliance.

Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each Party will cooperate in good faith with the other Parties at all times to assure compliance with any such governmental requirements where noncompliance or non-cooperation may subject the parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

18.03 Sewer System Overflows.

Each Party will initiate immediate measures to remediate sewer system overflows in its System as directed by state, federal, or other officials, and immediately notify the other Parties of the sewer system overflows affecting the Wholesale Service Area. Each Party is responsible for timely providing all required equipment and personnel to remediate the sewer system overflow, and providing any required notice to the United States Environmental Protection Agency (EPA) and the TCEQ regarding any overflows.

18.04 Responsibility for Events Inside the District's Water and Wastewater Systems.

In the event the EPA or TCEQ issues any form of order or penalty for violations of applicable law resulting from operation, maintenance, or other program associated with the District's System, the District will take all necessary action to comply with the order and is responsible for paying all penalties for violations related to the order. To the extent permitted by law, the District agrees to hold the City harmless for violations that occur within the District's System.

18.05 Responsibility for Events Inside the City's System.

In the event the EPA or TCEQ issues any form of order or penalty for violations of applicable law resulting from operating, maintenance, or other program associated with the City's System, the City will take all necessary action to comply with the order and is responsible for paying all penalties for violations related to the order; provided, however, that the City reserves all of its rights under this Agreement in the event the District delivers to the City's System prohibited wastes or Wastewater that is corrosive or otherwise damaging to the City's System or to persons or property. To the extent permitted by law, the City agrees to hold the District harmless for violations that occur within the City's System except to the extent those violations arise from the District's delivery to the City's System of prohibited wastes or Wastewater that is corrosive or otherwise damaging to the City's System or to persons or property.

ARTICLE XIX: TERM OF AGREEMENT

19.01 Term of Agreement.

This Agreement shall terminate at the time all of the land within the District has been annexed into the City and the City has assumed all obligations of the District, or on February 1, 2045, whichever event first occurs. This Agreement may be extended by mutual agreement of the Parties in writing for such period as mutually agreed upon and duly authorized by their respective governing bodies.

ARTICLE XX: TERMINATION AND OTHER REMEDIES

20.01 Material Breach; Notice and Opportunity to Cure.

- a. In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written

demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such breach. The time periods contained in this section shall not apply to sewer system overflows, and the Parties agree that they each shall respond to sewer system overflows promptly following notice thereof.

- b. Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

20.02 Equitable Relief.

The Parties acknowledge that the City is limited in its ability to terminate this Agreement in the event of the District's default, whether a monetary default or otherwise, without advance notice because the District may have an obligation to provide continuous and adequate wastewater service to its retail customers at the time of the default and may lack alternative sources for wastewater service. In recognition of this, and that failure in the performance of the District's obligations could not be adequately compensated in money damages alone and may result in regulatory enforcement against the City, the District agrees that in the event of any default on its part that the City shall have available to it equitable remedies including, without limitation, the right of the City to obtain a writ of mandamus or an injunction against the District: (i) requiring the District's Board of Directors to levy and collect rates and charges sufficient to pay the amounts owed to the City by the District under this Agreement; and, (ii) enjoining the District from violating Article 18.06 of the City Park Code of Ordinances or from exceeding the Wastewater in Section 3.01(b)(ii) above, or the Wastewater quality and prohibited wastes provisions of this Agreement.

20.03 Attorney's Fees.

In the event of any suit or other adjudication between the Parties to enforce any claim arising out of this Agreement or interpret the terms of this Agreement, a prevailing Party shall be entitled to recover its reasonable and necessary attorney's fees, expert witness fees, and all other costs and expenses incurred in resolving the suit or adjudication from a non-prevailing Party as provided by Texas Local Government Code § 271.159.

20.04 Agreement's Remedies Not Exclusive.

The provisions of this Agreement providing remedies in the event of a Party's breach of this are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived

by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement in addition to, and cumulative to, remedies provided in this Agreement.

ARTICLE XXI: STATEMENT OF PURPOSE AND AUTHORITY AND PLEDGE OF GOOD FAITH AND FAIR DEALING

21.01 Statement of Purpose.

This Agreement is intended to set forth a comprehensive statement of all terms and conditions applicable to the provision of Wholesale Wastewater Service and Wholesale Water Service by the City to the District for the Wholesale Service Area.

21.02 Authority.

This Agreement is made and entered into pursuant to the provisions of the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791; V.T.C.A. Local Government Code, Chapter 402; V.T.C.A. Water Code, Chapter 30 and § 54.218, and other applicable law.

21.03 Covenant of Good Faith and Fair Dealing.

The Parties agree to cooperate and to deal with one another fairly and in good faith at all times to effectuate the purposes and intent of this Agreement.

ARTICLE XXII: GENERAL PROVISIONS

22.01 Interpretation.

The Parties recognize that this Agreement is voluntary and consensual on the part of each Party, that, absent this Agreement, the City is not required by law to provide Wholesale Wastewater Service or Wholesale Water Service to the District; that the District is not required by law to obtain Wastewater Service or Water Service from the City; and that each Party has been represented by legal counsel who have participated throughout the formulation, drafting, and approval of this Agreement. Accordingly, this Agreement will not be interpreted more favorably in favor of one Party than the other.

22.02 Assignability.

- a. Except as expressly provided below, this Agreement shall not be assignable by either Party except with the written consent of the other Parties, whose consent shall not be unreasonably withheld or delayed.

22.03 Amendment.

This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of the District and the City and executed by duly authorized representatives of each.

22.04 Necessary Documents and Actions.

Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

22.05 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties and supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Water and Wastewater Service by the City to the Wholesale Service Area and the City's Consent to the Creation of the District.

22.06 Applicable Law.

This Agreement will be construed under and in accordance with the laws of the State of Texas.

22.07 Venue.

All obligations of the Parties created in this Agreement are performable in Williamson County, Texas, and venue for any action arising under this Agreement will be in Williamson County, Texas.

22.08 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

22.09 Duplicate Originals.

This Agreement may be executed in duplicate originals each of equal dignity.

22.10 Notices.

Any notice required under this Agreement may be given to the respective Parties by facsimile transmission or by hand-delivery to the address of the other Party shown below:

The City:

Brenda Eivens
City Manager
City of Cedar Park
450 Cypress Creek Rd., Bldg #1 | Cedar Park, Texas 78613
512-401-5020
sam.roberts@cedarparktexas.gov

With a copy to its counsel:

Mr. J.P. LeCompte
City Attorney
City of Cedar Park
450 Cypress Creek Rd. | Cedar Park, Texas 78613
512-401-5004
jp.lecompte@cedarparktexas.gov

The District:

Bill Flickinger
Willatt & Flickinger
2001 North Lamar
Austin, Texas 78705
Fax (512) 469-9148

Any notice provided by facsimile also shall be provided by first-class mail. Notices shall be deemed received on the date of facsimile transmission or hand delivery.

18.11 Consents and Approvals.

Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the Parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

18.12 Severability.

Should any court declare or determine that any provision of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall

be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

18.13 Exhibits.

The following exhibits, attached to this Agreement, are incorporated into this Agreement as if fully set forth:

<u>Exhibit A:</u>	Wholesale Service Area and District Boundaries
<u>Exhibit B:</u>	LUE Conversion Table
<u>Exhibit C:</u>	Wastewater Metering Facility
<u>Exhibit D:</u>	Water Metering Facility
<u>Exhibit E:</u>	City's Resolution Dated March 15, 1984, Consenting to Creation of the District

18.14 Effective Date.

This Agreement will be effective on the date it is executed by all parties.

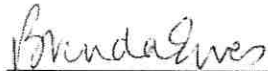
CITY OF CEDAR PARK, TEXAS 

By:

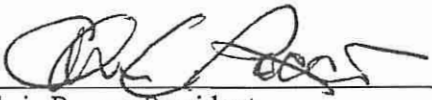
Name:

Title:

Date: September 22, 2015

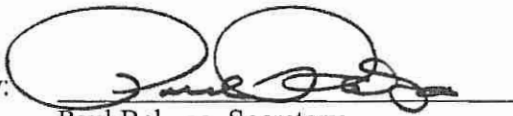

Brenda Eivens
City Manager

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1:

By: 
Name: Chris Rocco, President
Board of Directors

Date: September 16, 2015

ATTEST:

By: 
Paul Rabago, Secretary
Board of Directors

BRYSON & ASSOCIATES
surveying company

1621 Stanger Lane West Austin, Texas 78756 - 512-382-3110

FIELD NOTES

582.818 ACRES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND PART OF THE BANYON PAYNE SURVEY, THE P.M. CUNEY SURVEY, THE RACHEL SAUL SURVEY, ABSTRACT NO. 551, THE JESSE GRIMES SURVEY, ABSTRACT NO. 884, AND THE WILLIAM FRAMPTON SURVEY, ABSTRACT NO. 239, SITUATED IN WILLIAMSON AND TRAVIS COUNTIES, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF THAT CERTAIN 89.974 ACRE TRACT OF LAND, SAME BEING TRACTS 3,4,5,6, and 7, OF NAUMANN'S SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET "A", SLIDE 354, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED IN A DEED TO C. ROBERT MAYFIELD, TRUSTEE, OF RECORD IN VOLUME 592, PAGE 719, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; and THAT CERTAIN 25.432 ACRE TRACT OF LAND, SAME BEING TRACT 18, OF SAID NAUMANN'S SUBDIVISION, CONVEYED IN A DEED TO DAN STATHOS, JR., OF RECORD IN VOLUME 572, PAGE 495, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; and ALL OF THAT CERTAIN 25.345 ACRE TRACT OF LAND, ALSO BEING KNOWN AS TRACT 15, OF SAID NAUMANN'S SUBDIVISION, CONVEYED IN A DEED TO BILLY J. TULLOS, OF RECORD IN VOLUME 458, PAGE 96, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; and THAT CERTAIN 24.435 ACRE TRACT, ALSO BEING KNOWN AS TRACT 17, OF SAID NAUMANN'S SUBDIVISION, CONVEYED IN A DEED TO HENRY ELKOURI, OF RECORD IN VOLUME 490, PAGE 54, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; and ALL OF THAT CERTAIN 161.369 ACRE TRACT OF LAND CONVEYED IN A DEED TO PRINGLE REAL ESTATE, INCORPORATED, OF RECORD IN VOLUME 546, PAGE 123, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; BEING OUT OF THE RACHEL SAUL SURVEY, ABSTRACT NO. 551; and A PORTION OF THAT CERTAIN 200.14 ACRE TRACT OF LAND, CONVEYED IN A DEED TO PRINGLE REAL ESTATE, INCORPORATED, OF RECORD IN VOLUME 4539, PAGE 788, DEED RECORDS, TRAVIS COUNTY, TEXAS, BEING OUT OF THE RACHEL SAUL SURVEY, ABSTRACT NO. 551, AND THE BANYON PAYNE SURVEY; and ALL OF THAT CERTAIN 32.38 ACRE TRACT, CONVEYED IN A DEED TO LURAY, INCORPORATED, OF RECORD IN VOLUME 8873, PAGE 1471, DEED RECORDS, TRAVIS COUNTY, TEXAS, AND VOLUME 8873, PAGE 1475, DEED RECORDS, TRAVIS COUNTY, BEING OUT OF THE RACHEL SAUL SURVEY, ABSTRACT NO. 551, AND THE BANYON PAYNE SURVEY, AND THE P.M. CUNEY SURVEY; and THAT CERTAIN 6.03 OF AN ACRE TRACT OF LAND CONVEYED IN A DEED TO BILL MILBURN, INCORPORATED, OF RECORD IN VOLUME 974, PAGE 94, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; and THAT CERTAIN 35.50 ACRE TRACT OF LAND CONVEYED IN A DEED TO J. HAYES, INCORPORATED, OF RECORD IN VOLUME 799, PAGE 225, AND VOLUME 910, PAGE 119, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING 582.818 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING at a point at the northwest corner of said Mayfield 89.974 acre tract for the southeasterly corner of the herein described tract,

THENCE, with the northerly E.O.W. line of F.M. 620, the following two (2) courses and distances numbered 1 and 2,

Exhibit A

Field Notes - Page No. 2
Williamson - Travis Counties N.O.D. No. 1

1. With a curve to the left, whose radius equals 1482.89 feet, an arc distance of 424.35 feet and whose chord bears S 49°31'30" W, 422.98 feet to a point at the end of said curve,
2. S 41°12'00" W, 1290.40 feet to a point, being the most southwest corner of said Mayfield tract, for the southwest corner of the herein described tract,

THENCE, with the West line of said Mayfield tract, the following three (3) courses and distances, numbered one (1) through three (3):

1. N 63°32'00" W, 522.89 feet,
2. S 41°13'00" W, 34.90 feet,
3. N 48°42'00" W, 1,861.48 feet to an iron stake at the most southerly point of said Stathos tract, for an angle of the herein described tract,

THENCE, along the westerly line of said Stathos tract, the following two (2) courses and distances, numbered one (1) through two (2):

1. N 75°53'15" W, 390.79 feet,
2. N 75°51'30" W, 382.46 feet to an iron stake for an angle point,

THENCE, continuing with the westerly line of said Stathos and said Tullos tracts, N 55°11'15" W, 27.24 feet; N 54°30'15" W, 515.73 feet; N 54°38'00" W, 135.97 feet; and N 54°30'15" W, 729.28 feet to an iron rod for the northwest corner of said Tullos tract, being in the southerly line of said Pringle 200.14 acre tract, for an angle point of the herein described tract,

THENCE, with the southerly line of said Pringle 200.14 acre tract, the following seven (7) courses and distances, numbered one (1) through seven (7):

1. S 70°08'30" W, 318.89 feet,
2. S 70°19'45" W, 72.43 feet,
3. S 70°19'30" W, 1,130.17 feet,
4. S 70°47'45" W, 232.27 feet,
5. S 70°58'00" W, 233.38 feet,
6. S 71°37'45" W, 124.70 feet,
7. S 79°15'45" W, 426.50 feet to a concrete monument found, for an angle point of said Luray, Incorporated tract,

THENCE, with the East line of said Luray tract, the following four (4) courses and distances, numbered one (1) through four (4):

1. S 48°17'00" E, 87.87 feet,
2. S 47°42'45" E, 489.07 feet,
3. S 47°51'15" E, 230.82 feet,
4. S 47°50'45" E, 169.80 feet to an iron stake in the North margin of Farm-to-Market Road No. 2769,

THENCE, with said E.O.W., the following seven (7) courses and distances, numbered one (1) through seven (7):

1. S 59°24'45" W, 299.91 feet,
2. A curve to the right, whose radius equals 1,382.58 feet, an arc distance of 274.28 feet, and whose chord bears S 85°13'45" W, 271.83 feet,
3. S 70°53'00" W, 324.47 feet,
4. A curve to the left, having a radius of 1,005.48 feet, an arc distance of 356.82 feet, and whose chord bears S 80°43'00" W, 354.95 feet,
5. S 50°33'00" W, 247.04 feet to an iron stake at the beginning of a curve,

Exhibit A-

6. With said curve to the left, having a radius of 1,005.37 feet, an arc distance of 145.94 feet, and whose chord bears S 46°22'30" W, 145.81 feet,
7. S 85°00'30" W, 51.84 feet to a concrete monument found at the intersection of Farm-to-Market Road No. 2789, and Dies Ranch Road, being the southwest corner of said Luray, Incorporated tract, for the southwest corner of the herein described tract,

THENCE, along said Dies Ranch Road, the following seventeen (17) courses and distances, numbered one (1) through seventeen (17):

1. N 8°25'30" W, 383.38 feet,
2. N 5°51'45" W, 208.75 feet,
3. N 07°18'45" E, 113.42 feet,
4. N 18°30'00" E, 127.51 feet,
5. N 16°22'45" E, 547.54 feet,
6. N 21°27'15" E, 327.35 feet,
7. N 01°57'30" E, 253.53 feet,
8. N 02°04'30" W, 155.78 feet,
9. N 01°15'45" E, 350.81 feet,
10. N 04°33'45" E, 180.81 feet,
11. N 14°58'15" E, 226.70 feet,
12. N 34°03'45" E, 277.87 feet,
13. N 23°10'00" E, 81.17 feet,
14. N 17°18'15" E, 88.03 feet,
15. N 22°21'45" E, 38.97 feet,
16. N 27°01'00" E, 131.00 feet,
17. N 17°11'00" E, 44.06 feet to an iron stake for the most northerly corner of said Luray, Incorporated tract,

THENCE, leaving said E.O.W., S 81°12'45" E, 492.86 feet to an iron stake for an angle point of said Pringle 200.14 acre tract,

THENCE, along the westerly line of said Pringle 200.14 acre tract, N 6°47'45" W, 706.49 feet to a point,

THENCE, with the North line of said Pringle 200.14 acre tract, the following eight (8) courses and distances, numbered one (1) through eight (8):

1. N 70°32'30" E, 424.42 feet,
2. N 70°39'45" E, 112.02 feet,
3. N 70°39'30" E, 354.86 feet,
4. N 70°29'30" E, 324.83 feet,
5. N 71°03'15" E, 411.33 feet,
6. N 70°37'00" E, 200.85 feet,
7. N 70°43'00" E, 184.15 feet,
8. N 70°32'15" E, 247.14 feet to an iron stake at the southwest corner of said Pringle 181.389 acre tract, for an ell corner,

THENCE, along the West line of said Pringle 181.389 acre tract, N 20°01'00" W, 1,023.87 feet to an iron stake, for an ell corner,

THENCE, continuing along the West line of said-Pringle 181.389 acre tract, the following three (3) courses and distances, numbered one (1) through three (3):

1. N 89°51'45" E, 1,547.87 feet,
2. N 20°31'00" E, 898.72 feet,

3. N 21°13'00" W, 548.76 feet to an iron stake in the northerly-northwest corner of said Pringle 161.369 acre tract, for an angle,

THENCE, along the northerly line of said Pringle 161.369 acre tract, the following six (6) courses and distances, numbered one (1) through six (6):

1. N 70°10'15" E, 228.58 feet,
2. N 71°28'15" E, 531.30 feet,
3. N 69°25'15" E, 609.09 feet,
4. N 70°23'45" E, 240.23 feet,
5. N 89°41'15" E, 197.12 feet,
6. N 71°43'15" E, 431.47 feet to an iron stake at the northeasterly corner of said Pringle 161.369 acre tract, for the northeasterly corner of the herein described tract,

THENCE, along the easterly line of said Pringle 161.369 acre, S 19°28'00" E, 2,159.60 feet to an iron stake at the southeasterly corner of said Pringle 161.369 acre tract, for an ell,

THENCE, along the southerly line of said Pringle 161.369 acre tract, S 70°22'00" W, 1,991.58 feet and S 71°18'00" W, 1,890.94 feet to a point at the northeasterly corner of said 0.03 of an acre Milburn, Incorporated tract for an ell,

THENCE, S 20°01'15" E, 1.84 feet to a point for the southeast corner of said Milburn, Incorporated tract, same being the northeast corner of said 35.50 acre Hayes, Incorporated tract,

THENCE, with the East line of said Hayes, Incorporated tract, the following three (3) courses and distances, numbered one (1) through three (3):

1. S 20°01'15" E, 2,140.44 feet,
2. N 70°27'30" E, 384.82 feet,
3. S 28°10'00" E, 50.35 feet to a point for the southeast corner of said Hayes, Incorporated tract,

THENCE, S 71°08'30" W, 28.94 feet to an iron stake found for the northeast corner of said Tullos tract,

THENCE, with the easterly line of said Tullos tract, also being the West margin of a thirty (30) foot wide gravel road, S 20°59'30" E, 548.28 feet, S 10°38'30" E, 48.80 feet, and N 70°25'45" E, 30.48 feet to an iron stake for the northeasterly corner of said Tullos tract,

THENCE, with said gravel road, also being the westerly line of said Elkouri tract, N 10°45'00" W, 44.78 feet, and N 20°59'30" W, 431.49 feet to the most northerly corner of said Elkouri tract,

THENCE, with the easterly line of said Elkouri tract, S 74°23'00" E, 1,483.17 feet, S 41°18'45" W, 1.42 feet, and S 48°42'00" E, 2,101.00 feet to the PLACE OF BEGINNING containing 562.818⁺ acres of land.

*Save and except 0.238 of an acre of land, conveyed in a deed to Cedar Park Water Supply Corporation, of record in Volume 578, Page 749, Deed Records, Williamson County, Texas, as described by metes and bounds as follows:

Field Notes - Page No. 5
Williamson - Travis Counties M.U.D. No. 1

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND PART OF THE RACHEL SAUL SURVEY NO. 551, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED IN A DEED TO CEDAR PARK WATER SUPPLY CORPORATION, OF RECORD IN VOLUME 378, PAGE 749, WILLIAMSON COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 0.338 OF AN ACRE OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING at an iron stake at the southeast corner of a 200.14 Acre tract of land, conveyed in a deed to Pringle Real Estate Incorporated, of record in Volume 4539, Page 768, Deed Records, Travis County, Texas, for the southwest corner of the herein described tract,

THENCE, N 20°14'45" W, 122.77 feet to an iron stake for the northwest corner of the herein described tract,

THENCE, N 70°08'00" E, 119.99 feet to an iron stake for the northeast corner of the herein described tract, same being in the West line of a tract of land conveyed in a deed to J. Hayes, Incorporated, of record in Volume 799, Page 225, and Volume 910, Page 119, Deed Records, Williamson County, Texas,

THENCE, S 20°19'45" E, 119.99 feet and S 18°22'30" E, 2.79 feet to an iron stake at the southwest corner of said Hayes, Incorporated tract, for the southeast corner of the herein described tract,

THENCE, S 70°08'00" W, 120.07 feet to the PLACE OF BEGINNING containing 0.338 of an acre of land.

SAID TRACT BEING 882.48 ACRES OF LAND.

SURVEYED BY: BRYSON & ASSOCIATES SURVEYING CO., INC.
3401 SLAUGHTER LAKE WEST
AUSTIN, TEXAS 78748

/ps
Job No. 805
February 21, 1983
Williamson-Travis Counties M.U.D. No. 1
Revised 8/21/88

Exhibit A

SURVEYOR'S CERTIFICATE

I, Thomas J. Doda, a registered public surveyor, do hereby certify that this map accurately describes the boundaries of Williamson-Travis Counties Municipal Utility District No. 1.



WITNESS MY HAND AND SEAL this 1st day of SEPT., 1989.

Thomas J. Doda
Registered Public Surveyor No. 1282

the undersigned members of the Board of Directors of Williamson-Travis Counties Municipal Utility District No. 1, do hereby certify that this map is a complete and accurate map showing the boundaries of said District.

John N. Furlong
John N. Furlong, President

Phillip Jaeger
Phillip Jaeger, Vice President

Brian T. Hardin
Brian T. Hardin, Treasurer

Phillips Gordon
Phillips Gordon, Secretary
Janel Carlisle
Janel Carlisle, Assistant Secretary

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

This instrument was acknowledged before me on August 31, 1989, by John N. Furlong, President of the Board of Directors of Williamson-Travis Counties Municipal Utility District No. 1, on behalf of said District.

Denise L. Motul

Notary Public, The State of Texas



(Name of Notary - Typed or Printed)

My Commission Expires: _____

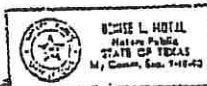
THE STATE OF TEXAS :

COUNTY OF TRAVIS :

This instrument was acknowledged before me on August 31, 1989, by Phillip Jaeger, Vice President of the Board of Directors of Williamson-Travis Counties Municipal Utility District No. 1, on behalf of said District.

Denise L. Motul

Notary Public, The State of Texas



(Name of Notary - Typed or Printed)

My Commission Expires: _____

Exhibit A

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

This instrument was acknowledged before me on _____,
1989, by Brian T. Hardin, Treasurer of the Board of Directors of
Williamson-Travis Counties Municipal Utility District No. 1, on
behalf of said District.

Notary Public, The State of Texas

(Name of Notary - Typed or Printed)

My Commission Expires: _____

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

This instrument was acknowledged before me on _____,
1989, by Phillips Gordon, Secretary of the Board of Directors of
Williamson-Travis Counties Municipal Utility District No. 1, on
behalf of said District.

Notary Public, The State of Texas

(Name of Notary - Typed or Printed)

My Commission Expires: _____

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

This instrument was acknowledged before me on August 31,
1989, by Janel Carlisle, Assistant Secretary of the Board of
Directors of Williamson-Travis Counties Municipal Utility District
No. 1, on behalf of said District.



Denise L. Motel
Notary Public, The State of Texas

(Name of Notary - Typed or Printed)

My Commission Expires: _____

0889-45.16

WILLIAMSON - TRAVIS COUNTIES
MUNICIPAL UTILITIES DISTRICT
NO. 1

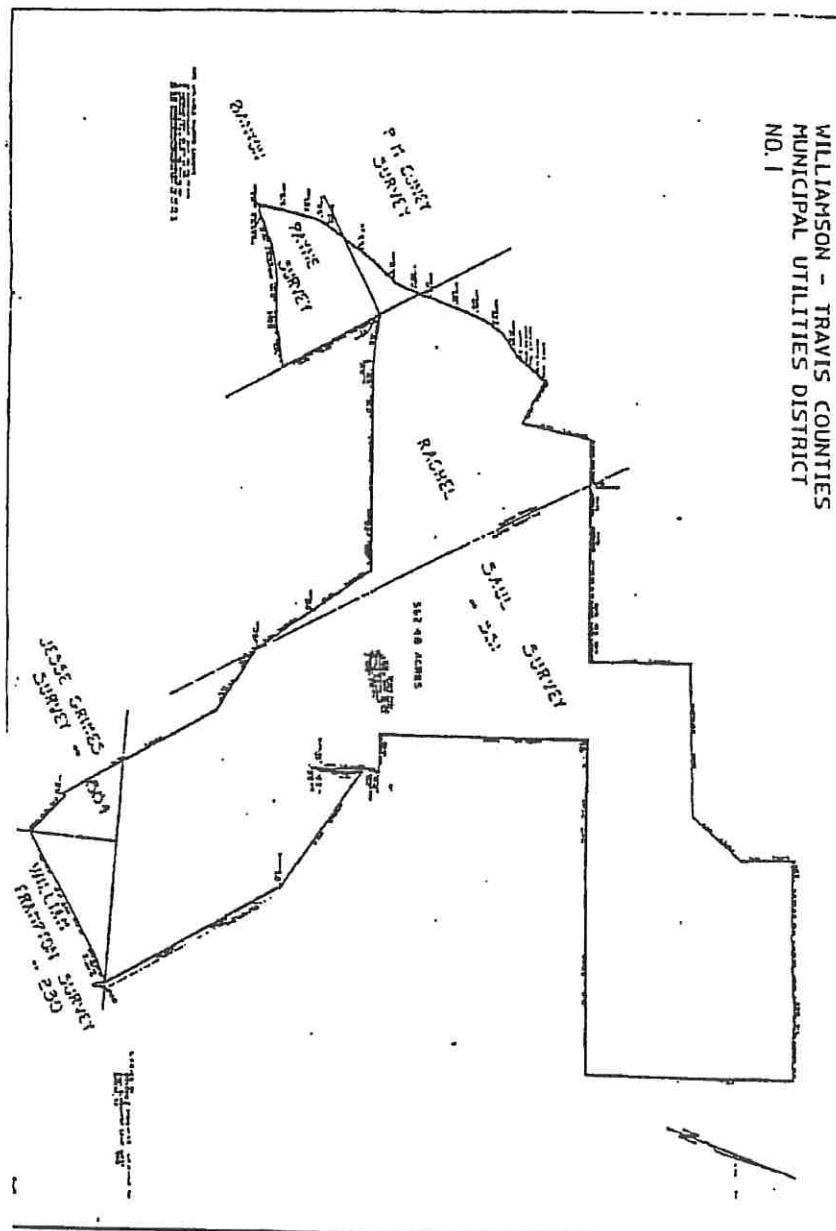


Exhibit A

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recording.

EXHIBIT "B"

LUE Conversions by Use and Meter Size

<u>Type of Residential Units</u>	<u>Number of LUE's</u>
Single Family Detached	1.0 per unit
Duplex	0.9 per unit
Triplex, Four-Plex	0.7 per unit
Multi-family	0.5 per unit

<u>Meter Sizes and LUE's:</u>	
5/8" or 3/4"	1
1"	2.5
1 1/2"	5
2"	8
3"	16
4"	25
6"	50
8"	80
10"	115

EXHIBIT "C"

Wastewater Collection

Wastewater service is measured at three locations with the single master flow meter being the point of connection to the City system located at 2911 Little Elm Trail. The remaining points of connection are located at 2405 Vestavia Ridge Lane and 12500 Anderson Mill Road, which have submeters used to account for the total wastewater flow from the District.

Wastewater flows from the Volente Hills section of the District, located west of Anderson Mill Blvd., are measured at the District's sewage lift station located at 2405 Vestavia Ridge. Flow from this facility is metered at the station, then pumped through the City owned force main to the Cedar Park Lift Station located at 12700 Anderson Mill Road. The District provides pass through service by separate agreement to a portion of the Cedar Park service area located outside the District, which is served by this station. Flows from this station are then metered prior to re-entering the District's collection system. To account for the pass through flow, readings are taken at the Cedar Park Lift Station and the Vestavia Ridge Station to determine the pass through total and this amount is netted out from the master flow meter reading at 2911 Little Elm Trail.

WASTEWATER METERING FACILITIES EXHIBIT 'C'

3901 LITTLE ELM TRAIL
WASTEWATER FLOW METER
MILTRONICS DCH III

CYANESS HILL
WATER TOWER

12700 S ANDERSON HILL ROAD
WASTEWATER FLOW METER
FIMBRO I/A SERIES
CUCO PASS TISH

2405 VESTAVIA RIDGE LANE
WASTEWATER FLOW METER
CET FDS - 05 ULTRASONIC

AMW 10



EXHIBIT "D"

Water Distribution

The District has five (5) metered points of connection with the City of Cedar Park distribution system. All meters at these locations are read by the District's operator as well as the City staff. The connection point located at 2411 El Salido, which is currently inactive, consists of a single meter that measures the quantity of water entering the District. The point of connection at 2905 Aster Pass connects the District's line to twelve inch diameter line owned by the City. This location was formerly the site of the standpipe and consists of two meters to allow the City to measure both high demand and low flows. The three remaining locations have dual meters, which measure water flow in opposite directions allowing for water to be measured both entering and leaving the District. The net difference in the two meter readings at each of these three sites is calculated and added to the reading from the 2905 Aster Pass connection to determine the total amount of water used by the District. Should the City reactivate the 2411 El Salido meter, this reading would be added to the total amount of water used by the District.

WATER METERING FACILITIES EXHIBIT 'D'

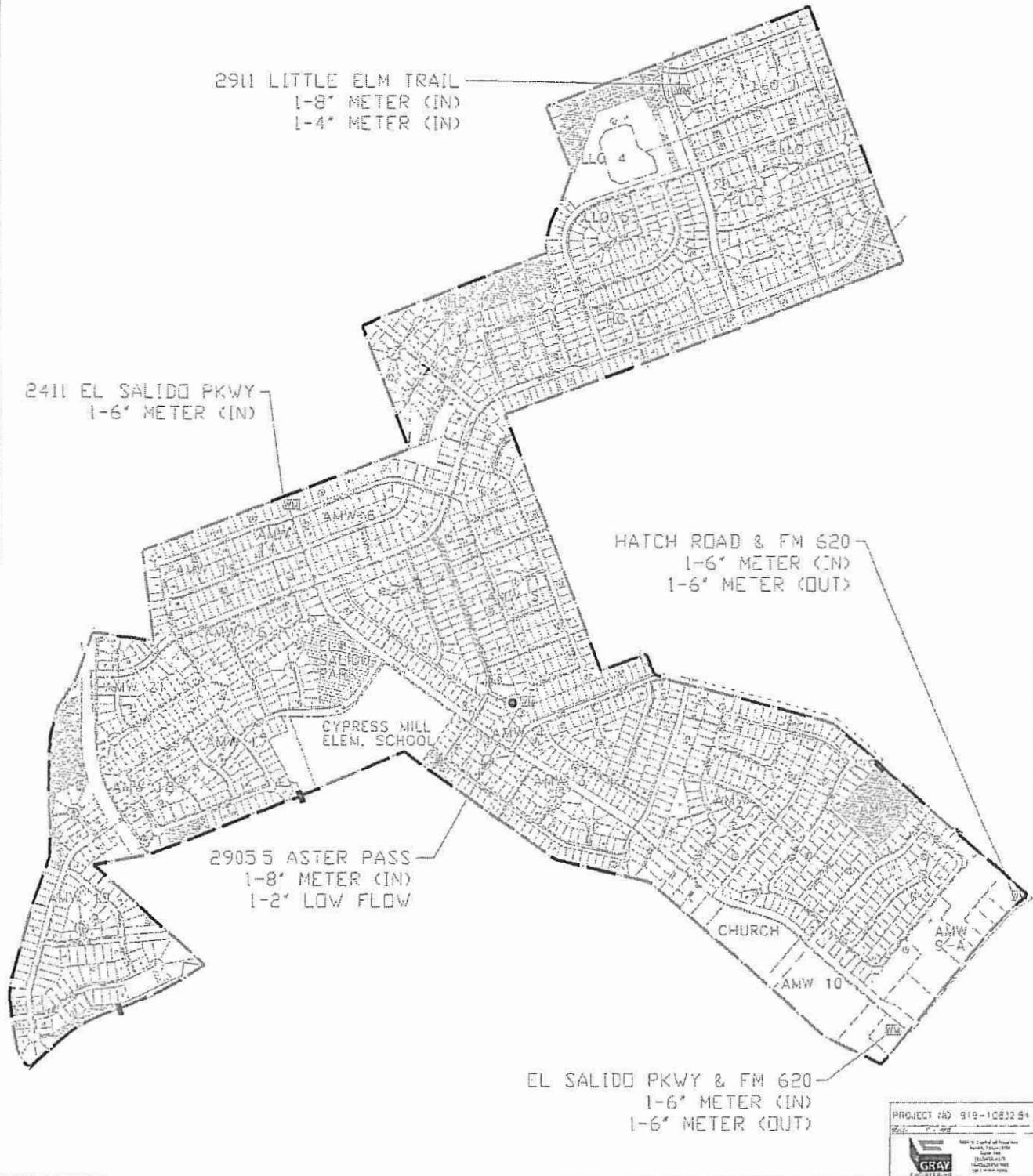


EXHIBIT "E"

3-15-84

RESOLUTION CONSENTING TO
CREATION OF WILLIAMSON-TRAVIS COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 1

WHEREAS, pursuant to Section 54.016, Chapter 54, Texas Water Code, Bill Milburn, Inc., Pringle Real Estate, Inc., Howard D. Pringle and Wiley D. Pringle (hereafter referred to collectively as "Owners"), have filed a request for consent from the City of Cedar Park, to create Williamson-Travis Counties Municipal Utility District No. 1 to include the land described in Exhibit "A" attached hereto; and

WHEREAS, it is proposed that Williamson-Travis Counties Municipal Utility District No. 1 provide water, wastewater, storm drainage and other facilities and services to the land within its boundaries and, as may be approved by the City of Cedar Park, to land outside its boundaries; and

WHEREAS, the proposed Williamson-Travis Counties Municipal Utility District No. 1 lies entirely within the extraterritorial jurisdiction of the City of Cedar Park; and

WHEREAS, the City of Cedar Park, pursuant to Chapter 54, Texas Water Code, may retain rights and include restrictions in its consent to the inclusion of land lying in its extraterritorial jurisdiction within a municipal utility district; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK THAT:

The City of Cedar Park (hereafter "City") grants its consent to (a) the inclusion of the land described in Exhibit "A" (attached

hereto and incorporated herein for all purposes) within Williamson-Travis Counties Municipal Utility District No. 1 (hereafter "District"), (b) the creation of the District, and (c) the issuance of bonds by the District. These consents are conditioned on the execution by Owners of that certain agreement entitled "Agreement Concerning Creation of Williamson-Travis Counties Municipal Utility District No. 1" in substantially the form attached hereto. The Mayor is hereby authorized and directed to execute the Agreement for and on behalf of the City, and the City Clerk is directed to attest the same. These consents further are granted subject to the following provisions and restrictions:

1. All public facilities constructed or to be purchased by the District to serve the lands described in Exhibit "A" shall be constructed in accordance with plans and specifications approved by the City.
2. The City shall be furnished with plans and specifications of the public facilities referred to in paragraph 1, above, reasonably in advance of commencement of construction and shall have the right to inspect all such public facilities being constructed in the lands described in Exhibit "A" at any time during construction.
3. No land may be added or annexed to the District until a request therefor has been submitted to and acted upon by the City in the manner provided in Section 54.016, Texas Water Code.
4. The District shall not furnish water or wastewater service to any customer unless the land to which service is to be provided has been platted and the plat approved by the Planning Commission of the City.

5. The District shall not furnish water or wastewater service to any land outside the boundaries of the District without prior approval by the City.

6. The City shall have the right to audit and inspect the books and records of the District at any time.

PASSED AND APPROVED this 15th day of March, 1984.

CITY OF CEDAR PARK

BY: *[Signature]*

MAYOR

ATTEST:

Nancy G. Faulkner
City Clerk

(SEAL)

EXHIBIT A

CARLSON, DIPPEL & MARX

SURVEYING COMPANY

FIELD NOTES

546.53 ACRES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND PART OF THE BANYON PAYNE SURVEY, THE P.M. CUNEY SURVEY, THE RACHEL SAUL SURVEY, ABSTRACT NO. 551, THE JESSE GRIMES SURVEY, ABSTRACT NO. 884, AND THE WILLIAM FRAMPTON SURVEY, ABSTRACT NO. 230, SITUATED IN WILLIAMSON AND TRAVIS COUNTIES, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF THAT CERTAIN 89.974 ACRE TRACT OF LAND, SAME BEING TRACTS 3,4,5,6, and 7, OF NAUMANN'S SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET "A", SLIDE 354, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED IN A DEED TO C. ROBERT MAYFIELD, TRUSTEE, OF RECORD IN VOLUME 592, PAGE 719, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; and THAT CERTAIN 25.692 ACRE TRACT OF LAND, SAME BEING TRACT 15, OF SAID NAUMANN'S SUBDIVISION, CONVEYED IN A DEED TO DAN STATHOS, JR., OF RECORD IN VOLUME 572, PAGE 495, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; and ALL OF THAT CERTAIN 25.345 ACRE TRACT OF LAND, ALSO BEING KNOWN AS TRACT 15, OF SAID NAUMANN'S SUBDIVISION, CONVEYED IN A DEED TO BILLY J. TULLOS, OF RECORD IN VOLUME 458, PAGE 96, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; and THAT CERTAIN 24.435 ACRE TRACT, ALSO BEING KNOWN AS TRACT 17, OF SAID NAUMANN'S SUBDIVISION, CONVEYED IN A DEED TO HENRY ELKOURI, OF RECORD IN VOLUME 490, PAGE 54, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; and ALL OF THAT CERTAIN 161.369 ACRE TRACT OF LAND CONVEYED IN A DEED TO PRINGLE REAL ESTATE, INCORPORATED, OF RECORD IN VOLUME 546, PAGE 223, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE RACHEL SAUL SURVEY, ABSTRACT NO. 551; and A PORTION OF THAT CERTAIN 200.14 ACRE TRACT OF LAND, CONVEYED IN A DEED TO PRINGLE REAL ESTATE, INCORPORATED, OF RECORD IN VOLUME 4539, PAGE 768, DEED RECORDS, TRAVIS COUNTY, TEXAS, BEING OUT OF THE RACHEL SAUL SURVEY, ABSTRACT NO. 551, AND THE BANYON PAYNE SURVEY; and ALL OF THAT CERTAIN 52.38 ACRE TRACT, CONVEYED IN A DEED TO LURAY, INCORPORATED, OF RECORD IN VOLUME 6873, PAGE 1471, DEED RECORDS, TRAVIS COUNTY, TEXAS, AND VOLUME 6873, PAGE 1476, DEED RECORDS, TRAVIS COUNTY, BEING OUT OF THE RACHEL SAUL SURVEY, ABSTRACT NO. 551, AND THE BANYON PAYNE SURVEY, AND THE P.M. CUNEY SURVEY; and THAT CERTAIN 0.03 OF AN ACRE TRACT OF LAND CONVEYED IN A DEED TO BILL MILBURN, INCORPORATED, OF RECORD IN VOLUME 974, PAGE 94, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; and THAT CERTAIN 35.50 ACRE TRACT OF LAND CONVEYED IN A DEED TO J. HAYES, INCORPORATED, OF RECORD IN VOLUME 799, PAGE 225, AND VOLUME 910, PAGE 119, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING 546.53 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING at a point in the easterly line of said Mayfield 89.974 acre tract for the southeasterly corner of the herein described tract, from which the southeasterly corner of said Mayfield tract bears S 48°42'00" E, 448.91 feet,

THENCE, crossing said Mayfield tract, S 41°18'00" W, 1,826.50 feet to a point in the West line of said Mayfield tract for an angle point of the herein described tract,

Field Notes - Page No. 2
Anderson Mill West M.U.D.

THENCE, with the West line of said Mayfield tract, the following three (3) courses and distances, numbered one (1) through three (3):

1. N 65°32'00" W, 116.90 feet,
2. S 41°13'00" W, 34.90 feet,
3. N 48°42'00" W, 1,861.48 feet to an iron stake at the most southerly point of said Stathos tract, for an angle of the herein described tract,

THENCE, along the westerly line of said Stathos tract, the following two (2) courses and distances, numbered one (1) through two (2):

1. N 75°55'15" W, 390.79 feet,
2. N 75°51'30" W, 382.46 feet to an iron stake for an angle point,

THENCE, continuing with the westerly line of said Stathos and said Tullos tracts, N 55°11'15" W, 27.24 feet; N 54°30'15" W, 525.73 feet; N 54°36'00" W, 165.97 feet; and N 54°30'15" W, 729.28 feet to an iron rod for the northwest corner of said Tullos tract, being in the southerly line of said Pringle 200.14 acre tract, for an angle point of the herein described tract,

THENCE, with the southerly line of said Pringle 200.14 acre tract, the following seven (7) courses and distances, numbered one (1) through seven (7):

1. S 70°08'30" W, 318.89 feet,
2. S 70°19'45" W, 72.43 feet,
3. S 70°19'30" W, 1,130.17 feet,
4. S 70°47'45" W, 282.27 feet,
5. S 70°58'00" W, 283.26 feet,
6. S 73°37'45" W, 124.70 feet,
7. S 79°15'45" W, 426.50 feet to a concrete monument found, for an angle point of said Luray, Incorporated tract,

THENCE, with the East line of said Luray tract, the following four (4) courses and distances, numbered one (1) through four (4):

1. S 48°17'00" E, 97.87 feet,
2. S 47°42'45" E, 469.07 feet,
3. S 47°51'15" E, 230.62 feet,
4. S 47°50'45" E, 369.80 feet to an iron stake in the North margin of Farm-to-Market Road No. 2769,

THENCE, with said R.O.W., the following seven (7) courses and distances, numbered one (1) through seven (7):

1. S 59°24'45" W, 299.91 feet,
2. A curve to the right, whose radius equals 1,382.58 feet, an arc distance of 274.28 feet, and whose chord bears S 65°13'45" W, 273.83 feet,
3. S 70°53'00" W, 324.47 feet,
4. A curve to the left, having a radius of 1,005.46 feet, an arc distance of 356.82 feet, and whose chord bears S 60°43'00" W, 354.95 feet,
5. S 50°33'00" W, 247.04 feet to an iron stake at the beginning of a curve,
6. With said curve to the left, having a radius of 1,005.37 feet, an arc distance of 145.94 feet, and whose chord bears S 46°22'30" W, 145.81 feet,
7. S 85°00'30" W, 51.84 feet to a concrete monument found at the intersection of Farm-to-Market Road No. 2769, and Dies Ranch Road, being the southwest corner of said Luray, Incorporated tract, for the southwest corner of the herein described tract,

Field Notes - Page No. 3
Anderson Mill West M.U.D.

THENCE, along said Dies Ranch Road, the following seventeen (17) courses and distances, numbered one (1) through seventeen (17):

1. N 8°25'30" W, 383.38 feet,
2. N 5°51'45" W, 208.75 feet,
3. N 07°16'45" E, 119.42 feet,
4. N 16°30'00" E, 127.51 feet,
5. N 16°22'45" E, 547.54 feet,
6. N 21°27'15" E, 327.35 feet,
7. N 01°57'30" E, 253.53 feet,
8. N 02°04'30" W, 155.78 feet,
9. N 01°15'45" E, 350.81 feet,
10. N 04°33'45" E, 180.81 feet,
11. N 14°58'15" E, 226.70 feet,
12. N 34°03'45" E, 277.67 feet,
13. N 23°10'00" E, 81.17 feet,
14. N 17°18'15" E, 89.03 feet,
15. N 22°21'45" E, 38.97 feet,
16. N 27°01'00" E, 131.00 feet,
17. N 17°11'00" E, 44.06 feet to an iron stake for the most northerly corner of said Luray, Incorporated tract,

THENCE, leaving said R.O.W., S 81°12'45" E, 492.96 feet to an iron stake for an angle point of said Pringle 200.14 acre tract,

THENCE, along the westerly line of said Pringle 200.14 acre tract, N 6°47'45" W, 706.49 feet to a point,

THENCE, with the North line of said Pringle 200.14 acre tract, the following eight (8) courses and distances, numbered one (1) through eight (8):

1. N 70°32'30" E, 424.42 feet,
2. N 70°39'45" E, 112.02 feet,
3. N 70°39'30" E, 354.96 feet,
4. N 70°29'30" E, 334.83 feet,
5. N 71°03'15" E, 411.33 feet,
6. N 70°37'00" E, 200.95 feet,
7. N 70°43'00" E, 184.15 feet,
8. N 70°32'15" E, 247.14 feet to an iron stake at the southwest corner of said Pringle 161.369 acre tract, for an ell corner,

THENCE, along the West line of said Pringle 161.369 acre tract, N 20°01'00" W, 1,029.67 feet to an iron stake, for an ell corner,

THENCE, continuing along the West line of said Pringle 161.369 acre tract, the following three (3) courses and distances, numbered one (1) through three (3):

1. N 69°51'45" E, 1,547.87 feet,
2. N 20°31'00" E, 698.72 feet,
3. N 21°18'00" W, 548.76 feet to an iron stake in the northerly-northwest corner of said Pringle 161.369 acre tract, for an angle,

THENCE, along the northerly line of said Pringle 161.369 acre tract, the following six (6) courses and distances, numbered one (1) through six (6):

1. N 70°10'15" E, 228.58 feet,
2. N 71°28'15" E, 531.30 feet,
3. N 69°25'15" E, 609.09 feet,

Field Notes - Page No. 4
Anderson Mill West M.U.D.

4. N 70°23'45" E, 240.23 feet,
5. N 69°41'15" E, 197.12 feet,
6. N 71°43'15" E, 431.47 feet to an iron stake at the northeasterly corner of said Pringle 161.369 acre tract, for the northeasterly corner of the herein described tract,

THENCE, along the easterly line of said Pringle 161.369 acre, S 19°28'00" E, 2,159.60 feet to an iron stake at the southeasterly corner of said Pringle 161.369 acre tract, for an ell,

THENCE, along the southerly line of said Pringle 161.369 acre tract, S 70°22'00" W, 1,691.53 feet and S 71°16'00" W, 1,699.94 feet to a point at the northeasterly corner of said 0.03 of an acre Milburn, Incorporated tract for an ell,

THENCE, S 20°01'15" E, 3.84 feet to a point for the southeast corner of said Milburn, Incorporated tract, same being the northeast corner of said 35.50 acre Hayes, Incorporated tract,

THENCE, with the East line of said Hayes, Incorporated tract, the following three (3) courses and distances, numbered one (1) through three (3):

1. S 20°01'15" E, 2,140.44 feet,
2. N 70°27'30" E, 384.62 feet,
3. S 20°10'00" E, 50.35 feet to a point for the southeast corner of said Hayes, Incorporated tract,

THENCE, S 71°08'30" W, 28.94 feet to an iron stake found for the northeast corner of said Tullos tract,

THENCE, with the easterly line of said Tullos tract, also being the West margin of a thirty (30) foot wide gravel road, S 20°59'30" E, 548.28 feet, S 10°36'30" E, 46.80 feet, and N 70°25'45" E, 30.48 feet to an iron stake for the northeasterly corner of said Tullos tract,

THENCE, with said gravel road, also being the westerly line of said Elkouri tract, N 10°45'00" W, 44.78 feet, and N 20°59'30" W, 431.49 feet to the most northerly corner of said Elkouri tract,

THENCE, with the easterly line of said Elkouri tract, S 74°23'00" E, 1,483.17 feet, S 41°16'45" W, 8.42 feet, and S 48°42'00" E, 1,654.09 feet to the PLACE OF BEGINNING containing 546.53* acres of land.

*Save and except 0.338 of an acre of land, conveyed in a deed to Cedar Park Water Supply Corporation, of record in Volume 579, Page 749, Deed Records, Williamson County, Texas, as described by metes and bounds as follows:

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND PART OF THE RACHEL SAUL SURVEY NO. 551, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED IN A DEED TO CEDAR PARK WATER SUPPLY CORPORATION, OF RECORD IN VOLUME 579, PAGE 749, WILLIAMSON COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 0.338 OF AN ACRE OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

Field Notes - Page No. 5
Anderson Mill West M.U.D.

BEGINNING at an iron stake at the southeast corner of a 200.14 Acre tract of land, conveyed in a deed to Pringle Real Estate Incorporated, of record in Volume 4539, Page 768, Deed Records, Travis County, Texas, for the southwest corner of the herein described tract,

THENCE, N 20°14'45" W, 122.77 feet to an iron stake for the northwest corner of the herein described tract,

THENCE, N 70°06'00" E, 119.99 feet to an iron stake for the northeast corner of the herein described tract, same being in the West line of a tract of land conveyed in a deed to J. Hayes, Incorporated, of record in Volume 799, Page 225, and Volume 910, Page 119, Deed Records, Williamson County, Texas,

THENCE, S 20°19'45" E, 119.98 feet and S 18°22'30" E, 2.79 feet to an iron stake at the southwest corner of said Hayes, Incorporated tract, for the southeast corner of the herein described tract,

THENCE, S 70°06'00" W, 120.07 feet to the PLACE OF BEGINNING containing 0.338 of an acre of land.

SAID TRACT BEING 546.53 ACRES OF LAND.

SURVEYED BY:


WILEY E. MARX,
REGISTERED PUBLIC SURVEYOR NO. 1931
CARLSON, DIPPEL & MARX SURVEYING COMPANY
2499 CAPITAL OF TEXAS HIGHWAY, SUITE 1105
AUSTIN, TEXAS 78746

/pb
Job No. 605
February 23, 1983
Anderson Mill West M.U.D.



ATTACHMENT K

DISTRICT EVALUATION CERTIFICATES

2025 CERTIFIED TAXABLE VALUE AS OF SUPPLEMENT 5

I, Alvin Lankford, Chief Appraiser for the Williamson County Appraisal District, do solemnly swear that the value reflected below is the 2025 Certified Value for property taxable by *Williamson-Travis MUD #1* as of supplement 5.

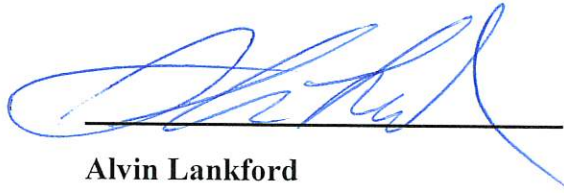
Williamson-Travis #1 MUD

\$742,427,126

2025 CERTIFIED TAXABLE VALUE

December 11, 2025

Date



Alvin Lankford

Chief Appraiser

On this 11th day of December 2025 personally appeared Alvin Lankford, who having been duly sworn by me, subscribed to the foregoing certification and upon oath states that the facts contained in said certification are true.



NOTARY PUBLIC

al j cl 12/11/25

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
JAMES VALADEZ
CHAIRPERSON
DEBORAH CARTWRIGHT
VICE CHAIRPERSON
NICOLE CONLEY
SECRETARY/TREASURER



LEANA MANN
CHIEF APPRAISER

BOARD MEMBERS
JETT HANNA
JOHN HAVENSTRITE
CELIA ISRAEL
DICK LAVINE
SHENGHAO "DANIEL" WANG
BLANCA ZAMORA-GARCIA

CERTIFICATE OF VALUE

I, Leana Mann, Chief Appraiser hereby certify that I have examined the tax rolls of Travis Central Appraisal District and find that the following information is true and correct to the best of my knowledge for tax year 2025.

Entity Name	WILLIAMSON/TRAVIS MUD NO 1
Entity Code/ID	3M/24620704
2025 Adjusted Cert Value as of Roll Correction 7	\$198,311,458.00

WITNESS MY SIGNATURE on the 10th day of December 2025.

Travis Central Appraisal District

By: Leana H. Mann

Name: Leana Mann

Title: Chief Appraiser

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the on the 10th day of December 2025 by Leana Mann.

Trisha Dangerfield-Bell

Name: Trisha Dangerfield-Bell

Notary Public, State of Texas

Attachment(s):

3M/24620704_2025 ADJ CERT TOTALS REPORT_ROLL CORRECTION 7

ATTACHMENT L

FISCAL YEAR 2026 DISTRICT OPERATING BUDGET



September 17, 2025

We, the Board of Directors for Williamson Travis Counties MUD No. 1, approve the operating budget for fiscal year ending September 30, 2026, attached to this document.

Director signatures:

Including the below changes:

G5404 Election Expense increase to 2,500, G5708 LS2 – Dagama Lift Station will remain as FYE 2025 at 81,000, and G5709 will remain at 55,000.

() No changes

Adopted Budget
Williamson-Travis Counties MUD No. 1
9/30/2026

Adopted
2026 Budget

Income

G4000 • Maintenance Tax Revenue	2,492,000
G4101 • Water Service Revenue	873,750
G4102 • Sewer Service Revenue	500,000
G4103 • Base Service Revenue	600,000
G4110 • Penalty & Interest for WSD	33,600
G4120 • Fire Protection Revenue	675,000
G4210 • State Assessment Fee	8,500
G4220 • Building Rental Income	2,500
G4230 • Tennis Court Fees	6,880
G4300 • Interest on Investments (GOF)	100,000
G4400 • Other Income	500
Total Income	5,292,730

Expense

G5000 • Purchased Services	
G5010 • Bulk Water Purchase	712,800
G5020 • Bulk Wastewater Purchase	508,300
Total G5000 • Purchased Services	1,221,100
G5100 • Professional Fees	
G5110 • Legal Fees	160,000
G5111 • Legal Fees - Restrictive Cov	12,000
G5112 • Records Request	45,000
G5120 • Bookkeeping Fees	48,000
G5130 • Financial Advisor	5,000
G5140 • Auditing Fees	17,750
G5150 • Tax Assessor / Appraisal	14,800
G5160 • Operator Fees	650,000
G5170 • Engineering Fees	60,000
G5175 • Engineering Fees-Lead & Copper	43,800
Total G5100 • Professional Fees	1,012,550
G5200 • Contracted Services	
G5201 • Insurance	26,483
G5205 • Website	12,000
G5210 • Electricity	6,200
G5211 • Electricity - Irrigation	3,400
G5215 • Trash Service	550,000
G5220 • Mowing & Landscaping	173,400

	Adopted 2026 Budget
G5225 · Fire Protection Expense	623,000
G5230 · Deed Management Services	64,000
G5250 · Security Patrol	19,500
G5251 · Roving Patrol	0
G5252 · Payroll Taxes - Security	0
G5253 · Security & FOB System	6,500
G5254 · Security Vehicle Fee	0
G5255 · Nightwatchman Lights	42,359
Total G5200 · Contracted Services	<u>1,526,842</u>
G5300 · Maintenance & Repairs	
G5301 · Maintenance & Repairs	0
G5310 · Water	50,000
G5312 · Walls - CMU Wall Repair	10,000
G5313 · Power Washing Walls	10,000
G5315 · Manholes	50,000
G5320 · Sewer	35,000
G5321 · Lift Station	69,100
G5322 · Stormwater System	30,000
G5335 · Trees & Trimming	50,000
G5340 · Tennis Courts	5,000
G5350 · Maintenance & Repairs - Other	0
Total G5300 · Maintenance & Repairs	<u>309,100</u>
G5400 · Administrative	
G5401 · Director Fees	36,000
G5401 · Director Expenses	8,000
G5403 · Payroll Taxes & Fees	6,500
G5404 · Election Expense	2,500
G5410 · Conference Expense	3,250
G5422 · Legal Notices	2,000
G5425 · Storage Unit	4,560
G5430 · Bank Charges	2,000
G5440 · State Assessment Fees	8,200
G5450 · Permits	6,300
G5470 · Reservation System Fees	1,750
G5490 · Other Expense	2,300
Total G5400 · Administrative	<u>83,360</u>
G5500 · Park Expenses	
G5501 · Anderson Mill Park - Electric	1,100
G5502 · Anderson Mill Park - Janitorial	8,820
G5503 · Anderson Mill Park - M&R	258,000
G5504 · Anderson Mill Park - Disk Golf	5,000
G5505 · Aster Park - Electric	600

	Adopted 2026 Budget
G5506 · Aster Park - M&R	10,500
G5510 · Hatch Pond Park - M&R	3,500
G5515 · Lake Line Oaks - Electric	4,600
G5516 · Lake Line Oaks - Janitorial	8,350
G5517 · Lake Line Oaks - M&R	16,000
G5518 · Lake Line Oaks - Building M&R	5,000
G5519 · Lake Line Oaks - Internet	1,900
G5521 · Old Mill Gazebo - M&R	1,500
G5525 · Sun Chase - Electric	400
G5526 · Sun Chase - M&R	10,000
G5530 · Volente - M&R	65,000
G5590 · All Parks - Supplies	29,400
G5500 · Park Expenses - Other	12,000
Total G5500 · Park Expenses	441,670
G5600 · Pond Expenses	
G5601 · Anderson Mill Pond - M&R	12,000
G5605 · Aster Pass Pond - M&R	12,000
G5610 · Cashell Wood Pond - M&R	8,500
G5613 · Dagama Pond - M&R	7,500
G5615 · Little Elm Pond - M&R	5,000
G5620 · London Lane Pond - M&R	10,000
G5625 · Madeline Loop Pond - M&R	15,000
G5630 · Vestavia Ridge Pond - M&R	5,000
Total G5600 · Pond Expenses	75,000
G5700 · Capital Outlay	
G5707 · Park Capital	75,000
G5708 · LS2 - Dagama Lift Station	81,000
G5709 · LS3 - Sun Chase Lift Station	55,000
G5710 · Sanitary Sewer Cleaning & Televising	12,610
G5711 · Yearly Meter & End Point Replacements	100,000
G5712 · Capital Contingency	30,000
G5713 · Christmas Lights	10,000
Total G5700 · Capital Outlay	363,610
Total Expense	5,033,232
Net Income	259,498

ATTACHMENT M

BOND CASH FLOW PROJECTION

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1
TCEQ Debt Service Fund Cash Flow - No A.V. Growth Assumed
Assumes the Sale of \$5,810,000 Series 2026 Bonds at 5.0%

12/11/2025

2026DebtServiceNoGrowFinPlan

DEBT SERVICE FUND CASH FLOW ANALYSIS

Prepared by Trevor Konopka at The GMS Group, L.L.C.

Calendar Year	Beginning Balance (A)	Interest Earnings (B)	Previous Yr. Assessed Valuation (C)	Debt Service Tax Rate (T)	Coll. Factor	Projected Tax Revenues	Other Fund Sources (D)	Total Funds Available for Debt Service	Debt Service Reqmnts (E)	Projected Ending Balance	Reserve Balance
2026	\$0	\$0	\$940,738,584	\$0.000	98%	\$0	\$290,500	\$290,500	\$96,833	\$193,667	67%
2027	\$193,667	\$3,873	\$940,738,584	\$0.045	98%	\$414,866	\$0	\$612,406	\$290,500	\$321,906	79%
2028	\$321,906		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$736,771	\$407,500	\$329,271	81%
2029	\$329,271		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$744,137	\$406,375	\$337,762	83%
2030	\$337,762		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$752,628	\$405,000	\$347,628	85%
2031	\$347,628		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$762,494	\$408,250	\$354,244	87%
2032	\$354,244		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$769,109	\$406,125	\$362,984	89%
2033	\$362,984		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$777,850	\$408,625	\$369,225	91%
2034	\$369,225		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$784,091	\$405,750	\$378,341	93%
2035	\$378,341		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$793,206	\$407,500	\$385,706	94%
2036	\$385,706		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$800,572	\$408,750	\$391,822	96%
2037	\$391,822		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$806,688	\$409,500	\$397,188	98%
2038	\$397,188		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$812,054	\$404,875	\$407,179	101%
2039	\$407,179		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$822,044	\$404,875	\$417,169	102%
2040	\$417,169		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$832,035	\$409,250	\$422,785	104%
2041	\$422,785		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$837,651	\$408,000	\$429,651	106%
2042	\$429,651		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$844,516	\$406,250	\$438,266	107%
2043	\$438,266		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$853,132	\$408,875	\$444,257	109%
2044	\$444,257		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$859,123	\$405,875	\$453,248	111%
2045	\$453,248		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$868,114	\$407,250	\$460,864	113%
2046	\$460,864		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$875,729	\$407,875	\$467,854	115%
2047	\$467,854		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$882,720	\$407,750	\$474,970	117%
2048	\$474,970		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$889,836	\$406,875	\$482,961	119%
2049	\$482,961		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$897,826	\$405,250	\$492,576	121%
2050	\$492,576		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$907,442	\$407,750	\$499,692	122%
2051	\$499,692		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$914,558	\$409,250	\$505,308	125%
2052	\$505,308		\$940,738,584	\$0.045	98%	\$414,866	\$0	\$920,174	\$404,875	\$515,299	#REF!

(A) No balance in the Debt Service Fund until capitalized interest funded with proceeds of the Series 2026 Bonds.

(B) Projected at 2.0%.

(C) Represents the January 1, 2025 Certified Taxable Value per Williamson CAD and Travis CAD data. No AV growth assumed thereafter.

(D) Reflects 12 months of capitalized interest funded with proceeds of the Series 2026 Bonds.

(E) Reflects annual debt service requirements from the sale of \$5,810,000 Series 2026 Bonds at 5.0%.

(T) Reflects the District's projected debt service tax rate only.

ATTACHMENT N

PROFESSIONAL DEBT SERVICE SCHEDULE

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1
Combined Debt Service Requirements
Assumes the Sale of \$5,810,000 Series 2026 Bonds at 5.0%

12/11/2025

Year	Series 2026 WSD Bonds (a)	Total Debt Service Requirements
2026	\$96,833	\$96,833
2027	\$290,500	\$290,500
2028	\$407,500	\$407,500
2029	\$406,375	\$406,375
2030	\$405,000	\$405,000
2031	\$408,250	\$408,250
2032	\$406,125	\$406,125
2033	\$408,625	\$408,625
2034	\$405,750	\$405,750
2035	\$407,500	\$407,500
2036	\$408,750	\$408,750
2037	\$409,500	\$409,500
2038	\$404,875	\$404,875
2039	\$404,875	\$404,875
2040	\$409,250	\$409,250
2041	\$408,000	\$408,000
2042	\$406,250	\$406,250
2043	\$408,875	\$408,875
2044	\$405,875	\$405,875
2045	\$407,250	\$407,250
2046	\$407,875	\$407,875
2047	\$407,750	\$407,750
2048	\$406,875	\$406,875
2049	\$405,250	\$405,250
2050	\$407,750	\$407,750
2051	\$409,250	\$409,250
2052	\$404,875	\$404,875
TOTALS	\$10,565,583	\$10,565,583

(a) Represents annual debt service requirements from the sale of \$5,810,000 Series 2026 Bonds at 5.0%.

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1
 UNLIMITED TAX BONDS SERIES 2026
 TCEQ Bond Application
 =====
 Debt Service Schedule
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Date	Principal	Coupon	Interest	Period Total	Fiscal Total
10/ 1/26			96,833.33	96,833.33	96,833.33
4/ 1/27			145,250.00	145,250.00	
10/ 1/27			145,250.00	145,250.00	290,500.00
4/ 1/28	120,000.00	5.000000	145,250.00	265,250.00	
10/ 1/28			142,250.00	142,250.00	407,500.00
4/ 1/29	125,000.00	5.000000	142,250.00	267,250.00	
10/ 1/29			139,125.00	139,125.00	406,375.00
4/ 1/30	130,000.00	5.000000	139,125.00	269,125.00	
10/ 1/30			135,875.00	135,875.00	405,000.00
4/ 1/31	140,000.00	5.000000	135,875.00	275,875.00	
10/ 1/31			132,375.00	132,375.00	408,250.00
4/ 1/32	145,000.00	5.000000	132,375.00	277,375.00	
10/ 1/32			128,750.00	128,750.00	406,125.00
4/ 1/33	155,000.00	5.000000	128,750.00	283,750.00	
10/ 1/33			124,875.00	124,875.00	408,625.00
4/ 1/34	160,000.00	5.000000	124,875.00	284,875.00	
10/ 1/34			120,875.00	120,875.00	405,750.00
4/ 1/35	170,000.00	5.000000	120,875.00	290,875.00	
10/ 1/35			116,625.00	116,625.00	407,500.00
4/ 1/36	180,000.00	5.000000	116,625.00	296,625.00	
10/ 1/36			112,125.00	112,125.00	408,750.00
4/ 1/37	190,000.00	5.000000	112,125.00	302,125.00	
10/ 1/37			107,375.00	107,375.00	409,500.00
4/ 1/38	195,000.00	5.000000	107,375.00	302,375.00	
10/ 1/38			102,500.00	102,500.00	404,875.00
4/ 1/39	205,000.00	5.000000	102,500.00	307,500.00	
10/ 1/39			97,375.00	97,375.00	404,875.00
4/ 1/40	220,000.00	5.000000	97,375.00	317,375.00	
10/ 1/40			91,875.00	91,875.00	409,250.00
4/ 1/41	230,000.00	5.000000	91,875.00	321,875.00	
10/ 1/41			86,125.00	86,125.00	408,000.00
4/ 1/42	240,000.00	5.000000	86,125.00	326,125.00	
10/ 1/42			80,125.00	80,125.00	406,250.00
4/ 1/43	255,000.00	5.000000	80,125.00	335,125.00	
10/ 1/43			73,750.00	73,750.00	408,875.00
4/ 1/44	265,000.00	5.000000	73,750.00	338,750.00	
10/ 1/44			67,125.00	67,125.00	405,875.00
4/ 1/45	280,000.00	5.000000	67,125.00	347,125.00	
10/ 1/45			60,125.00	60,125.00	407,250.00
4/ 1/46	295,000.00	5.000000	60,125.00	355,125.00	
10/ 1/46			52,750.00	52,750.00	407,875.00
4/ 1/47	310,000.00	5.000000	52,750.00	362,750.00	
10/ 1/47			45,000.00	45,000.00	407,750.00
4/ 1/48	325,000.00	5.000000	45,000.00	370,000.00	
10/ 1/48			36,875.00	36,875.00	406,875.00
4/ 1/49	340,000.00	5.000000	36,875.00	376,875.00	
10/ 1/49			28,375.00	28,375.00	405,250.00
4/ 1/50	360,000.00	5.000000	28,375.00	388,375.00	
10/ 1/50			19,375.00	19,375.00	407,750.00
4/ 1/51	380,000.00	5.000000	19,375.00	399,375.00	
10/ 1/51			9,875.00	9,875.00	409,250.00

Micro-Muni Debt Date: 12-11-2025 @ 09:52:26 Filename: WTCMUD1 Key: 2026TCEQ

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1

UNLIMITED TAX BONDS SERIES 2026

TCEQ Bond Application

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Debt Service Schedule

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Date	Principal	Coupon	Interest	Period Total	Fiscal Total
4/ 1/52	395,000.00	5.000000	9,875.00	404,875.00	
10/ 1/52					404,875.00
	5,810,000.00		4,755,583.33	10,565,583.33	
ACCRUED	5,810,000.00		4,755,583.33	10,565,583.33	
	=====		=====	=====	

Dated 6/ 1/26 with Delivery of 6/ 1/26

Bond Years 95,111.667

Average Coupon 5.000000

Average Life 16.370338

N I C % 5.132927 % Using 97.8239440

Weighted Bond Years 95,111.667

Weighted Average Life 16.370338

Weighted N I C % 5.132927 % Using 97.8239440

T I C % 5.000642 % From Delivery Date

Micro-Muni Debt Date: 12-11-2025 @ 09:52:26 Filename: WTCMUD1 Key: 2026TCEQ

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1

UNLIMITED TAX BONDS SERIES 2026

TCEQ Bond Application

=====

Debt Service Schedule

=====

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
10/ 1/26			96,833.33	96,833.33	96,833.33
10/ 1/27			290,500.00	290,500.00	290,500.00
10/ 1/28	120,000.00		287,500.00	407,500.00	407,500.00
10/ 1/29	125,000.00		281,375.00	406,375.00	406,375.00
10/ 1/30	130,000.00		275,000.00	405,000.00	405,000.00
10/ 1/31	140,000.00		268,250.00	408,250.00	408,250.00
10/ 1/32	145,000.00		261,125.00	406,125.00	406,125.00
10/ 1/33	155,000.00		253,625.00	408,625.00	408,625.00
10/ 1/34	160,000.00		245,750.00	405,750.00	405,750.00
10/ 1/35	170,000.00		237,500.00	407,500.00	407,500.00
10/ 1/36	180,000.00		228,750.00	408,750.00	408,750.00
10/ 1/37	190,000.00		219,500.00	409,500.00	409,500.00
10/ 1/38	195,000.00		209,875.00	404,875.00	404,875.00
10/ 1/39	205,000.00		199,875.00	404,875.00	404,875.00
10/ 1/40	220,000.00		189,250.00	409,250.00	409,250.00
10/ 1/41	230,000.00		178,000.00	408,000.00	408,000.00
10/ 1/42	240,000.00		166,250.00	406,250.00	406,250.00
10/ 1/43	255,000.00		153,875.00	408,875.00	408,875.00
10/ 1/44	265,000.00		140,875.00	405,875.00	405,875.00
10/ 1/45	280,000.00		127,250.00	407,250.00	407,250.00
10/ 1/46	295,000.00		112,875.00	407,875.00	407,875.00
10/ 1/47	310,000.00		97,750.00	407,750.00	407,750.00
10/ 1/48	325,000.00		81,875.00	406,875.00	406,875.00
10/ 1/49	340,000.00		65,250.00	405,250.00	405,250.00
10/ 1/50	360,000.00		47,750.00	407,750.00	407,750.00
10/ 1/51	380,000.00		29,250.00	409,250.00	409,250.00
10/ 1/52	395,000.00		9,875.00	404,875.00	404,875.00
	5,810,000.00		4,755,583.33	10,565,583.33	
ACCRUED	5,810,000.00		4,755,583.33	10,565,583.33	
	=====		=====	=====	

Dated 6/ 1/26 with Delivery of 6/ 1/26

Bond Years 95,111.667

Average Coupon 5.000000

Average Life 16.370338

N I C % 5.132927 % Using 97.8239440

Weighted Bond Years 95,111.667

Weighted Average Life 16.370338

Weighted N I C % 5.132927 % Using 97.8239440

T I C % 5.000642 % From Delivery Date

Micro-Muni Debt Date: 12-11-2025 @ 09:52:09 Filename: WTCMUD1 Key: 2026TCEQ

ATTACHMENT O

CONTRACTS WITH PROFESSIONAL CONSULTANTS

CONTRACT WITH BOOKKEEPER

AGREEMENT FOR BOOKKEEPING SERVICES

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
COUNTY OF TRAVIS §

THIS AGREEMENT FOR BOOKKEEPING SERVICES (the "Agreement") is made as of the 27th day of June, 2023, between, WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1 (hereinafter called the "District") and ARTESIAN FINANCIAL SERVICES, LLC (hereinafter called the "Bookkeeper") and in consideration of the mutual covenants and agreements herein contained.

I.
BASIC SERVICES

Beginning on the 1st day of July, 2023 (the "Effective Date"), the Bookkeeper shall render the following services to the District:

1. To maintain all journals, ledgers, and bank accounts pertaining to the District's General Operating Funds, Capital Projects Funds, Debt Service Fund, and General Long-Term Debt, as well as any special funds required to further the District's goals, in accordance with generally accepted accounting principles, the laws of the State of Texas, and rules and regulations established by the District's Board of Directors and the Texas Commission on Environmental Quality (TCEQ), in such a manner that excessive auditing procedures or adjustments by the auditor are not required.
2. Set up necessary checking accounts, savings accounts, certificates of deposit, and other accounts as may be necessary and authorized by the District.
3. Deposit District funds in the appropriate account on a timely basis, without offset or counterclaim.
4. Prepare checks for Board approval or make appropriate transfers for all approved, payable items, providing attached invoices, for Capital Projects, Debt Service, and General Operating Accounts for both drainage and park matters, as well as any special funds required to further the District's goals.
5. Reconcile all accounts on a monthly basis and report any discrepancies to the appropriate depository institution and the Board of Directors (BOD) at the next meeting.
6. Use best efforts to comply with recommendations contained in District auditor's Annual Management Letter to the Board of Directors.
7. At regular and special monthly meetings of the Board of Directors, prepare and present the following reports: Actual vs Budget Comparison Statement, Cash Flow Report, Balance Sheet for General Operating Fund, and Account Balance reports indicating all activity, distribution, and investment of monies in above-named accounts (section 1).
8. Attend one regular meeting of the Board of Directors per month via teleconference. Attendance at 2 meetings per year in person. Attendance at more than one meeting per month or attendance at a meeting for more than one hour shall be deemed additional services. In addition to any other compensation, the Bookkeeper shall be paid \$150.00 for

attending any meeting that begins at 4:30 pm or later or that finishes after 4:30 pm.

9. Verify on a continual basis that securities are provided for District funds in accordance with state law and the District's Investment Policy (defined below). Provide for review (at least quarterly) a listing of the pledged securities and their stated market value. Obtain signature of District's Investment Officer on quarterly report and maintain a file for District auditor review.
10. Should the District elect an employee of the Bookkeeper to serve as the District's Investment Officer, such employee shall be bonded and shall comply with all terms and provisions of the District's Investment Policy and all applicable laws, including without limitation the Public Funds Investment Act (Texas Government Code, Chapter 2256) as well as Texas Water Code Section 49.1571, as may be amended from time to time.
11. Complete postings and close all journals and ledgers within 60 days after the end of the District's fiscal year.

Services provided by the Bookkeeper pursuant to this Agreement will be performed in a timely and competent manner and in accordance with applicable federal, state, and local laws, rules, and regulations as well as the District's applicable policies, rules, orders, and resolutions, as amended from time to time, including without limitation the District's resolution establishing policies for investment of District funds (the "Investment Policy").

II. COMPENSATION

The District shall pay to the Bookkeeper as compensation for the above-enumerated services, the sum of \$2,200 per month for General Operating Fund bookkeeping services.

Bookkeeper will contract out the following services to a third-party Payroll Service (such as ADP), to prepare IRS Forms in compliance with the provisions of the current Internal Revenue Code, W-2, W-3 and 941, with respect to payment to the Board of Directors for fees of office. Provide checks for directors with appropriate taxes deducted. File payroll taxes and quarterly reporting forms as required.

Bookkeeper shall render such additional services as may be requested by the District from time to time and will be paid at the District hourly rate of \$150.00. The Bookkeeper shall provide such services to the District including but not limited to, preparation of an annual budget for the General Operating Fund, preparation of the Quarterly Report of investment transactions as required by the Investment Policy, arranging for appropriate security of District funds as required by the Investment Policy, preparation of IRS forms 1099 and 1096, correcting vendor invoices/reports, preparation of audit schedules, release of escrow applications, use of surplus funds application, assistance providing documentation to an arbitrage rebate specialist, preparation of reports to Texas State Comptroller of Public Accounts annually on unclaimed funds and the escheat balance due to Comptroller per reporting requirements, invoice the developer as applicable for funds needed for monthly operations, assist the District's auditor to efficiently perform the annual audit (including use of Bookkeeper's office facilities during the field audit), and if required by the Board of Directors, track kilowatt hours and natural gas usage amount paid for annual reporting requirement. Such services that will be deemed non-recurring will be billed at the rate listed above at the time the service is completed.

The Bookkeeper shall also perform work related to bond issues, bond anticipation notes (BAN), refunding of bond issues, and comparison of bond proceeds and disbursements and will be paid in accordance with this paragraph for such work. Services for this work shall include providing the Financial Advisor with Debt Service Fund Balances, verifying bond funds to be deposited into the District's Debt Service Fund, Capital Projects Fund, and General Operating Fund, establishing schedules for payment of future construction pay estimates, investing and tracking of surplus funds, disbursement of funds to appropriate parties (including developers), preparing Debt Service Requirement Schedules in connection with the levying of taxes, preparing schedules for payment of outstanding debt service obligations and amendments, and other services as necessitated by the bond funding. Such bond-related services will be billed at the applicable lump sum rate set forth below which will be charged upon each bond or BAN closing if the closing occurs:

New Bond Issue	\$3,750
Bond Anticipation Note	\$2,800
Refunding Bond Issue	\$1,750

District shall pay the Bookkeeper for all out-of-pocket expenses reasonably and necessarily incurred by the Bookkeeper in the performance of the services described herein, including but not limited to printing, reproduction of documents, long-distance telephone calls, postage, ledger binders and paper for the original set-up of books, and stationery. Bookkeeper will maintain accurate records of all time and materials contributed to District services, and the District will have the right, on reasonable notice, to audit such records. Bookkeeper will submit a detailed monthly invoice indicating all fees and hourly services, together with any backup documentation requested by the District.

III.

RECORDS RETENTION AND COMPLIANCE

The Bookkeeper covenants that it will comply with all requirements of the following Acts: Chapter 552, Texas Government Code, as amended, (the "Public Information Act"); and Chapters 201-205, Texas Local Government Code, as amended, (the "Local Government Records Act," and together with the Public Information Act, the "Acts"). In addition, the Bookkeeper covenants it will comply with the District's current order establishing a records management program and designating a records management officer, which may be amended by the District, and all applicable rules, regulations, policies, and retention schedules adopted thereunder. All records and documents related to the services of the Bookkeeper provided to the District under this Agreement shall be the District's property. Upon termination of this Agreement, said records and documents and any other property of the District shall be promptly delivered by the Bookkeeper to the District or the District's designee at no cost to the District. Any such records, documents, or other property that is electronic, in a proprietary form, or stored on a computer shall be provided by the Bookkeeper to the District in a manner specified by the District.

IV.
INVOICE SUBMITTAL

The District shall instruct all contractors, vendors and service representatives of the District to submit all bills and invoices to Bookkeeper at least five (5) business days prior to any scheduled meetings of the Board. It is understood that any bill or invoice submitted subsequent to the said five (5) day period, shall be paid if possible, at said meeting, but will not necessarily be reflected on the cash analysis schedule.

V. INSURANCE/BONDING

If the District elects, the Bookkeeper shall provide the District with a public employees blanket bond, acceptable to the District, in a minimum amount of \$100,000 or, if greater, the minimum amount as required by law. The cost of such bond shall be borne by the District.

Bookkeeper agrees to maintain, at Bookkeeper's sole cost and expense, insurance ensuring Bookkeeper will faithfully account for all monies which shall come into Bookkeeper's custody under the terms of its service agreements, including this Agreement. At a minimum, the Bookkeeper shall procure and maintain during the term of this Agreement the following: (a) professional liability insurance with limits not less than two million dollars (\$2,000,000) for each claim/aggregate; (b) Employee Dishonesty Coverage – excludes ERISA Compliance- with endorsements naming the District as an additional loss payee and with limits not less than one hundred thousand dollars (\$100,000), and (c) Electronic Data Liability insurance with endorsements naming the District as an additional insured and with limits not less than one hundred and fifty thousand dollars (\$150,000) for each claim/aggregate. Upon request by the District, the Bookkeeper shall provide to the District the certificates of insurance and related insurance policies, including all endorsements, on forms acceptable to the District, confirming the minimum insurance coverages required by this Agreement. Each policy of insurance must provide, in the body of the policy or in an endorsement, that the District will be notified in writing at least 30 days prior to any cancellation/termination, change, or nonrenewal of the insurance coverages required under this Agreement. None of the insurance requirements of this Agreement will limit, qualify, or quantify the obligations and liabilities of the Bookkeeper under this Agreement.

VI. MISCELLANEOUS

Neither the District nor Bookkeeper may assign this Agreement or any portion thereof without receiving the prior written consent of the other party.

Bookkeeper may not subcontract any services performed under this Agreement without the prior, written approval of the District.

As required by Chapter 2271, Texas Government Code as amended, the Bookkeeper hereby verifies that the Bookkeeper, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. As used in the foregoing verification, the term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

As required by Chapter 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, the Bookkeeper hereby verifies that the Bookkeeper, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the

same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

As required by Chapter 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the Bookkeeper hereby verifies that the Bookkeeper, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

Pursuant to Chapter 2252, Texas Government Code, the Bookkeeper represents and certifies that, at the time of execution of this Agreement neither the Bookkeeper, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

VII.
TERM OF AGREEMENT; CHOICE OF LAW;
NOTICES

The term of this Agreement shall be for a period of one (1) year from the Effective Date and will be automatically renewed from year to year, pursuant to the terms and conditions of this Agreement, unless this Agreement is terminated as hereinafter provided, or modified or replaced by written agreement between the parties hereto. However, this Agreement may be terminated with or without cause by either party upon thirty (30) days written notice to the other party at the addresses hereinbelow. Bookkeeper shall not be entitled to any payment or further payment other than for work actually performed or for material or supplies furnished prior to such termination. This Agreement, and all claims arising from or related to this Agreement, shall be construed, interpreted, and enforced under the laws of the State of Texas, excluding any choice of law rules that would direct the application of the laws of another jurisdiction.

All notices permitted or required to be given under this Agreement must be in writing and must be delivered to the address below. Either party may change its address for notice by giving three (3) days prior written notice to the other party. For purposes of notice, the addresses of the parties shall be as follows:

If to the District: WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1
c/o Coates Rose
Cole Konopka
Terrace 2
2700 Via Fortuna, Suite 350
Austin, TX 78746

If to the Bookkeeper: Artesian Financial Services
Attn: Lisa Rickert
130 Industrial Blvd Suite 120
Sugar Land, Texas 77478

This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Signature page follows



WILLIAMSON-TRAVIS COUNTIES MUD 1

Vice-President, Board of Directors

ATTEST:

Secretary, Board of Directors

Bookkeeper
ARTESIAN FINANCIAL SERVICES, LLC

President

CONTRACT WITH ATTORNEY

COATS | ROSE

A PROFESSIONAL CORPORATION

COLE KONOPKA
ASSOCIATE

CKONOPKA@COATSROSE.COM
DIRECT: (512) 541-3593
FAX: (512) 469-9408

March 29, 2023

Board of Directors
Williamson-Travis Counties Municipal Utility District No. 1
1000 Old Mill Road
Cedar Park, TX 78613

Re: Legal Fee Agreement

Ladies and Gentlemen:

You have requested that our law firm perform certain legal services incident to the operation of Williamson-Travis Counties Municipal Utility District No. 1 (the "District"). This letter will serve to set forth the basis of compensation for these services.

1. General Legal Representation. Our law firm will provide all general legal representation required by the District. Based on our knowledge of the needs of a municipal utility district, we foresee that such general legal representation would include, but not be limited to, the following:

- (1) Attending Board of Directors meetings;
- (2) Preparation of minutes and agendas;
- (3) Conducting recurring annual business of the District, including compliance with all supervisory requirements of the Texas Commission on Environmental Quality ("TCEQ"), ad valorem tax collection procedures, election and qualification of directors, and compliance with requirements of other regulatory agencies;
- (4) Preparation and review of contracts for the District, including contracts with the providers of water supply and wastewater treatment, utility contracts, construction contracts, contracts with developers, lease agreements and contracts with District consultants;

9 GREENWAY PLAZA, STE 1000, HOUSTON, TEXAS 77046
PHONE: (713) 651-0111 FAX: (713) 651-0220
coatsrose.com

HOUSTON | AUSTIN | DALLAS | NEW ORLEANS | CINCINNATI

- (5) Negotiating with landowners for plant sites and easements, and, if necessary, pursuing condemnation of these easements;
- (6) Working on additions of land to the District and matters related thereto;
- (6) Consulting with deed enforcement regulations and litigating when requested;
- (7) Assisting the District's financial advisor in the preparation of official statements incident to each bond issue, and complying with requirements of State and Federal securities laws;
- (8) Assisting the District in obtaining State and Federal grants for assistance in the construction of utility facilities; and
- (9) All other matters of general legal representation requested by the District.

For the services outlined above (including any such services heretofore performed by us which are subsequently approved by the Board) our fees will be determined by the time consumed in providing the service and the level of experience of the attorney performing the service. Our current fee schedule is attached as Exhibit "A."

2. Issuance of Bonds. We will assist the District's engineer in the preparation of each bond application, and undertake to secure its approval by the TCEQ. We will prepare and secure approval of a transcript of legal proceedings which complies with all requirements of the Attorney General of Texas. All matters incident to the receipt and tabulation of bids for the purchase of the District's bonds, the preparation of a bond order or bond resolution, the printing and registration of the bonds, and the delivery of the bonds will be the responsibility of our law firm under this paragraph. At the time of the issuance of the bonds, our law firm will issue its opinion, on behalf of the District, that the bonds are binding legal obligations of the District enforceable in accordance with their terms and conditions, and that the interest borne by the bonds is exempt from Federal income taxation. Our fee for the services outlined in this paragraph for each bond issue will be equal to 3% of the first \$3,000,000 principal amount of bonds issued; 2½% of the next \$2,000,000 principal amount of bonds issued; and 2% of each additional \$1,000,000. We will charge 1.1% of the principal amount of any refunding bonds or bond anticipation notes ("BANs"); but no less than \$25,000 for any single issue of refunding bonds or BAN.

3. Manner of Payment. For the services outlined in Paragraph 1, we will bill you on a monthly basis for all hours expended by our law firm and for all out-of-pocket expenses. Such fees and expenses shall be paid monthly. For the services outlined in Paragraph 2, we will be paid from the proceeds of the sale of bonds. Expenses incurred in providing the services outlined in Paragraph 1 shall be paid monthly.

March 29, 2023

Page 3

4. Termination. This agreement shall be terminable by either party upon thirty (30) days written notice to the other. All fees earned prior to termination shall be paid upon termination of this Agreement.

5. Compliance with Laws Prohibiting Contracts with Companies Boycotting Israel and Certain Companies Engaged In Business with Iran, Sudan or Foreign Terrorist Organizations.

Pursuant to Chapter 2270, Texas Government Code, our law firm verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Contract. Additionally, pursuant to Chapter 2252, Texas Government Code, we certify that our law firm is not a company that contracts with or provides supplies or services to a foreign terrorist organization, as defined by Section 2252.151(2), Texas Government Code, and has not been identified as a company known to have contracts with or provide supplies or services to a foreign terrorist organization as identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, Texas Government Code. At the request of the District, we agree to execute further written certifications as may be necessary or convenient for the District to establish compliance with these laws.

If this proposal meets with your approval, please return an executed copy to me. We look forward to working with your District.

Yours truly,

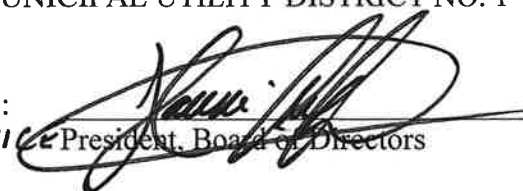
COATS | ROSE, P.C.

By: 

Cole Konopka, Associate

APPROVED, ACCEPTED AND AGREED AS OF MARCH 29, 2023:

WILLIAMSON-TRAVIS COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 1

 By: 

Vice President, Board of Directors

ATTEST:


Secretary, Board of Directors

(SEAL)

March 29, 2023

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EXHIBIT "A"

Directors

Timothy G. Green	-	\$615 per hour
Mallory Craig	-	\$450 per hour

Associates

Cole Konopka	-	\$395 per hour
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Legal Assistants

Renae Ely	-	\$175per hour
Monica Jenkins	-	\$175 per hour

CONTRACT WITH ENGINEER

ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement ("Agreement") is made and entered into this 18th day of October 2023, by and between Williamson-Travis Counties Municipal Utility District No. 1 of Williamson and Travis County, a political subdivision of the State of Texas, created and operating under Chapter 54, Texas Water Code (the "District"), and Westwood Professional Services, Inc., a Minnesota corporation, (the "Engineer"), for the purposes and consideration set forth below.

RECITALS

The District is a Municipal Utility District located in Williamson and Travis County, Texas, which was created to provide water, wastewater, and improvements in aid thereof, and other services to its residents and property owners. The District desires to retain the Engineer to serve as District engineer and to provide the basic engineering services described in this Agreement. In addition, the District desires to retain the services of the Engineer for special projects approved by the Board of Directors (the "Board") in accordance with Section III. The Engineer desires to serve as engineer to the District. This Agreement establishes the terms and conditions under which engineering services will be rendered to and paid for by the District.

Therefore, in consideration of the premises, and the mutual agreements of the parties hereinafter set forth, the District and the Engineer agree as follows:

AGREEMENT

I. Basic Engineering Services. The Engineer will provide the following services to the District on an on-going basis, for a fee calculated based on the hourly rate schedule attached as Exhibit A (the "*Hourly Rate Schedule*"):

A. Prepare, submit and coordinate agenda items that will appear on the District's monthly Board meeting agenda with the District's attorney, including the preparation and submittal of all back-up material for engineering-related agenda items.

B. Review agenda material prior to each Board meeting and coordinate with the District's attorney and other consultants in order to accomplish Board directives. Keep up-to-date and informed on all engineering-related and development-related activities within the District, and be fully prepared to respond to on-going and new engineering and development issues as they are brought to the Board's attention at the monthly Board meetings.

C. Attend all regular and, when requested by the Board, special meetings of the Board; offer advice and consultation to the Board; and work with the District's attorney, any developers and other District consultants to formulate responses and provide information related to the items that appear on the Board's meeting agenda.

D. Be available for telephone conferences with members of the Board; other District consultants, any developers; and District residents and property owners on engineering-related matters as directed by the Board.

E. Provide engineering information that is readily available from the District's files to the Board, and any developers and other District consultants upon request and as directed by the Board.

F. Provide technical assistance on engineering matters related to the construction, operation and maintenance of District facilities.

G. Perform periodic inspections of District utility facilities during construction.

H. Process and approve all pay estimates and change orders to be presented to the Board, and make recommendations on the approval of pay estimates and change orders and award of construction contracts and acceptance of facilities for operation and maintenance.

II. Development Project Engineering Services.

In addition to the basic engineering services described above, the Engineer will assist the Board in connection with special development projects such as requests for construction plan and subdivision plat review and approval, and requests for land use plan changes, as requested by the Board. In connection with these special development projects, the Engineer will attend Board meetings and/or subcommittee meetings as requested by the Board, and will provide information to and coordinate with developers, landowners and other District consultants. These additional development project engineering services will be provided for an additional fee calculated on a lump sum basis, or on the Hourly Rate Schedule, upon the mutual agreement of the Engineer and Board prior to the services being rendered by Engineer.

III. Other Engineering Services.

All services not included within the scope of the basic engineering services or development project engineering services described above, including services in connection with any bond application by the District, will be subject to the prior, written approval of the Board and will be evidenced by a written engagement letter setting forth the nature of the services to be provided, the scope of the services, and the fee for the services. Unless otherwise agreed by the Board and the Engineer, services will be provided for a fee calculated based on the Hourly Rate Schedule. For bond applications or for construction projects for which the Engineer is retained by the District to provide project engineering services from the design phase through the completion of construction, an alternate means of compensation such as fixed fee, time and materials, or percentage of construction cost may be negotiated.

IV. Invoices and Billing.

All projects undertaken by the Engineer for the District will be invoiced monthly under separate project numbers, and each invoice submitted will include a detailed description of the services provided; a breakdown of hours and personnel (if project is a time and materials contract), and amount billed; and, if applicable, the total

approved budget for the project; the total billed to date; the amount remaining to be billed, and the status of project (i.e., percentage of completion). All invoices must be received at least five days before a Board meeting to be considered for payment at that month's regular meeting. Invoices that are not timely received by the District will not be considered for payment until the following month.

If any items are disputed for any reason, including lack of documentation, the District may temporarily delete the disputed item and pay the remaining amount of the invoice. After resolution of the dispute, the Engineer may include the disputed item on a special invoice.

V. Ownership of Documents.

All original documents, plan designs, and related or partially completed projects for which Engineer has been fully compensated will be retained by the Engineer and one reproducible copy, including any computer disks electronic or CAD documents, or other specially formatted information or documents, will be provided to the District, without additional charge, upon request. Any plans and specifications prepared by the Engineer under this Agreement are instruments of professional service intended for one-time use; nevertheless, the plans and specifications will become property of the District upon final payment of the related fees and the District may use them at its discretion. In consideration of this right of reuse, to the extent permitted by law, the District agrees to hold harmless the Engineer from and against any claims, liabilities, losses, damages and costs, including costs of defense, arising out of the modification, misinterpretation, or misuse of any plans and specifications in the completion of a project by others, or arising out of any reuse of any plans and specifications on any other project, excepting only those liabilities, losses, damages, and costs caused by the sole negligence of the Engineer.

VI. Period of Service.

This Agreement will be effective upon execution by the District and the Engineer, and remain in force until terminated as provided in Section VII. This Agreement or any section of it, including the hourly rates specified herein, may be renegotiated on an annual basis at the request of either the District or the Engineer.

VII. Termination.

Either party may terminate the Agreement by giving the other party 30 days' written notice. Upon delivery of such notice, the Engineer will discontinue all services under this Agreement and promptly cancel all existing orders and contracts chargeable under this Agreement. As soon as practicable after receipt of notice of termination, the Engineer will submit a statement showing in detail the services performed under this Agreement to the date of termination. The District will then promptly pay the Engineer, subject to Section IV, for all services actually were performed under this Agreement, less any payment on account of the charges that has previously been made. The Engineer will promptly turn over to the District or its designee reproducible copies of all engineering records of the District in the Engineer's possession or under the control of the Engineer, including but not limited to all notices, studies, disks, data, plans, specifications, reports, maps, plats and other documentation relating to the District, for which the Engineer has been paid.

Copies of all partially completed designs, plans and specifications notices, data, reports, maps and other documentation relating to the District prepared under this Agreement and for which the Engineer has been paid must be delivered to the District when and if Agreement is terminated, but subject to the restriction as to their use set forth in Section V.

VIII. Expenses.

Any expenses incurred by the Engineer, such as copying, long-distance telephone, travel (at the standard mileage rate permitted by the Internal Revenue Service) or other out-of-pocket costs, will be billed to the District at cost plus ten percent (10%).

IX. Status of Independent Contractor, Personnel.

The Engineer is retained as, and will continue hereunder in the capacity of, an independent contractor. The Engineer agrees to be responsible for hiring and compensating any personnel that the Engineer deems necessary or appropriate to carry out the Engineer's duties hereunder, and to be responsible for collecting and remitting to federal, state and local authorities, all applicable FICA and income tax withholding based upon any sums paid to the Engineer or the Engineer's personnel.

X. Liability Limitation.

The Engineer agrees to carry out and perform the services herein agreed to in a professional and competent manner. The Engineer shall not be liable to the District for any error, omission or breach of warranty in its preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment, supervision of construction or the performance of any other services in connection with any assignment for which specific authorization is given by the District hereunder, except to the extent that the Engineer fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances and conditions or engages in willful misconduct or conduct amounting to gross negligence or recklessness in the performance of any such services.

EXCEPT AS EXPRESSLY SET FORTH IN THE PRECEDING PARAGRAPH REGARDING THE PROFESSIONAL STANDARD OF CARE, THE ENGINEER MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO THE ENGINEER'S SERVICES UNDER THIS AGREEMENT. THE ENGINEER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

IT IS INTENDED BY THE PARTIES THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT SUBJECT THE ENGINEER'S INDIVIDUAL SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OR EMPLOYEES TO ANY PERSONAL LEGAL EXPOSURE FOR THE RISKS ASSOCIATED WITH THE ENGINEER'S SERVICES UNDER THIS AGREEMENT.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES AGAINST THE OTHER, INCLUDING THEIR EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND INSURERS, ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO INCIDENTAL, SPECIAL, CONSEQUENTIAL, LIQUIDATED, INDIRECT, EXEMPLARY, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER TO THE DISTRICT OR TO ANYONE CLAIMING BY, THROUGH, OR UNDER DISTRICT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (I) THE TOTAL COMPENSATION RECEIVED BY ENGINEER UNDER THIS AGREEMENT OR (II) FIFTY THOUSAND DOLLARS (\$50,000.00.)

XI. Insurance.

The Engineer agrees to maintain Workers' Compensation Insurance to cover all of its employees and/or personnel involved or engaged in performing services for the District under this Agreement. In addition, the Engineer agrees to maintain at all times general liability insurance coverage of the type and with policy limits typically maintained by engineers similarly situated. In any case, the Engineer shall maintain policy limits of at least \$1 million per occurrence and \$2 million in the aggregate with respect to such general liability insurance. The Engineer shall provide the District, upon request, with evidence of such insurance coverage in the form of an ACORD certificate.

XII. Miscellaneous.

A. Assignment. Neither the District nor the Engineer may assign this Agreement without receiving the prior written consent of the other party. No services provided hereunder may be subcontracted by the Engineer without the prior consent of the District.

B. Notices. All notices given hereunder must be in writing and must be personally delivered or dispatched by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the end of this Agreement. Either party may change its address for notice by giving notice in writing to the other party of the change. Any time limitation provided in this Agreement will commence with the date that the party actually receives such written notice, and the date of postmark of any return receipt indicating the date of delivery of such notice to the addressee will be conclusive evidence of receipt.

C. Amendments. No subsequent alteration, amendment, change, deletion or addition to this Agreement will be binding upon the District or the Engineer unless it is in writing and signed by both the Engineer and the District.

D. Applicable Law, Venue. This Agreement is construed under and in accordance with the laws of the State of Texas. Venue is in Collin County, Texas.

E. Annual Hourly Rate Schedule Amendments. The Hourly Rate Schedule is valid for the 2023 calendar year. The Engineer will provide the District with an updated Hourly Rate Schedule on an annual basis, and all hourly fees will be based on the then current Hourly Rate Schedule.

F. Verifications. Engineer makes certain verifications to the District as set forth in **Exhibit B** attached hereto.

[signatures follow]

**WILLIAMSON-TRAVITY COUNTY
MUNICIPAL UTILITY DISTRICT NO. 1 OF
WILLIAMSON AND TRAVIS COUNTY, a**
political subdivision of the state of Texas

By: - Linda Fabre

Name: - Linda Fabre

Title: V.P.

Address:

c/o Coats Rose, P.C.
Attn: Cole Konopka
2700 Via Fortuna, Suite 350
Austin, Texas 78746

**WESTWOOD PROFESSIONAL SERVICES,
INC.,**

a Minnesota corporation,

By: _____

Name: Brian D. O'Neill, PE, CFM

Title: Director, Public Infrastructure

Address:

8701 N. Mopac Expressway, Suite 320
Austin, Texas 78759

Attn: General Counsel
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343



FEE SCHEDULE FOR PUBLIC INFRASTRUCTURE SERVICES
2023 – Austin

The following is the fee schedule for all work performed under an hourly agreement.

Admin.....	\$90	Graduate Landscape Architect.....	\$130
Senior Admin.....	\$130	Landscape Architect.....	\$145
Intern.....	\$85	Senior Landscape Architect.....	\$190
Remote Sensing Tech.....	\$155	Assistant Project Manager.....	\$180
Remote Sensing Manager.....	\$210	Project Manager.....	\$200
Construction Observer.....	\$135	Senior Project Manager.....	\$240
Senior Construction Observer.....	\$160	Survey Field.....	\$85
Engineering Technician.....	\$120	Survey Crew Chief.....	\$125
Engineering Technician/Designer.....	\$160	Survey Field Manager.....	\$165
Engineering Technician/Sr. Designer.....	\$180	Survey Tech.....	\$135
Graduate Engineer.....	\$140	Senior Survey Tech.....	\$200
Senior Graduate Engineer	\$165	Graduate Surveyor.....	\$150
Engineer.....	\$190	Surveyor.....	\$200
Senior Engineer.....	\$240	Senior Surveyor.....	\$230
Environmental Field Tech.....	\$130	Project Processor.....	\$90
Environmental Scientist.....	\$155	Project Coordinator.....	\$125
Environmental Scientist II.....	\$190	Senior Project Coordinator.....	\$170
Senior Environmental Scientist.....	\$230	GMS Tech.....	\$100
Architectural Historian.....	\$125	GMS Engineer.....	\$180
Cultural Resources Field Tech.....	\$95	Geospatial Tech.....	\$150
Cultural Resources Field Director.....	\$130	Geospatial Manager.....	\$200
GIS.....	\$140		

Specialized Geospatial Equipment – Per Day Use\$200.00 - \$3,000.00

Charges for Other Direct Costs, Outside Services, and facilities furnished by Westwood are computed on the basis of actual cost plus 15 percent.

Rates for Direct Expenses are as follows:

Mileage = IRS Standard Rate
Meals & Lodging = At Cost x 1.10
Reprographics = At Cost x 1.10
Other Direct Expenses = At Cost x 1.10

Rates are subject to revision at the beginning of each calendar year. Rates for expert witness tasks will be negotiated on a case-by-case basis, but will generally be two (2) times the rates shown above.

Exhibit "B"

Verifications. Engineer verifies:

1) Pursuant to Texas Government Code Chapter 2271, as amended, Engineer verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Engineer, its parent companies, nor its common-control affiliates currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

2) Pursuant to Texas Government Code, Chapter 2252, as amended, Engineer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Engineer, its parent companies, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

3) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), Engineer certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited partnership, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

4) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), Engineer certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited partnership, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

CONTRACT WITH FINANCIAL ADVISOR

The State of Texas
Counties of Williamson and Travis
Williamson-Travis Counties Municipal Utility District No. 1

This Financial Advisory Contract (the "Contract") is made as of June 18, 2025, by and between Williamson-Travis Counties Municipal Utility District No. 1 (the "District") and The GMS Group, L.L.C. ("GMS").

Recitals

1. The District has authorized, or contemplates the authorization and issuance of bonds, in the appropriate amount, for the purpose of providing funds for the acquisition and construction of water supply and distribution facilities, wastewater treatment and collection facilities, storm drainage and detention facilities, road facilities, park and recreational facilities, and/or for the purpose of refunding such bonds, and the cost of services related to the issuance of such bonds.
2. The District has retained legal counsel who will prepare the proceedings and advise the steps necessary to be taken in the bond election, the legal issuance of bonds, and the final delivery of bonds and will issue an opinion approving the legality of such bonds.

Now, therefore, in consideration of the promises and other good and valuable consideration and of mutual benefits, covenants, and respective agreements hereinafter set forth and expressed, the District and GMS agree as follows:

I.

GMS will serve as Financial Advisor to the District in connection with the sale of bonds by the District and will consult with the District on other financial matters that the District's Board of Directors (the "Board") desires from time to time. In such capacity GMS will perform the following services:

1. To review revenues from the operation of the District's utility system along with ad valorem tax rolls in order to advise the District on alternative long-term plans of financing including "pay-as-you-go" plans, bank loans, note financings, Texas Water Development Board ("TWDB") financing alternatives, and the sale of bonds via traditional public offerings.
2. To assist in the preparation of the Texas Commission on Environmental Quality ("TCEQ") or TWDB Bond Application(s) and have a representative available at any meetings called by the TCEQ, the TWDB, or at other public hearings, in connection with the authorization, issuance, or approval of the District's bonds, if required.
3. To advise the District of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence bids and interest rates and to recommend a sale date and bidding conditions.
4. To develop maturity schedules of each issue of bonds, options for prior payment, and other business terms of a financial nature, all in order to issue debt under terms and conditions most advantageous to the District consistent with a minimum effective interest rate.
5. To submit to the Board, information and data compiled and approved for use in the District's Official Statement, Official Notice of Sale, and Official Bid Form, or similar documents to be published and/or distributed in connection with the issuance and sale of the District's bonds (the "Official Documents"), and to arrange for the publication and/or distribution of the Official Documents. The

Official Documents shall be submitted to the Board for its approval, which approval must be received prior to the sale of any issue of bonds.

6. To prepare and process applications, if appropriate, to national rating and/or insurance agencies for the purpose of attaining an investment grade rating for the District's bonds. The fees and related travel expenses associated with these agencies are to be paid by the District.
7. To disseminate information to prospective bidders and to work with prospective bidders to assist them in timely submission of proper bids for bonds sold at a public sale, to tabulate bids, compare bids, and make recommendations as to the best bid.
8. To arrange for the delivery of the bonds to the underwriter thereof, the costs of which shall be paid by the District.
9. To act as the District's independent registered municipal advisor and, in such regard, represent the District and provide advice to the District on proposals from financial services firms concerning the issuance of the District's bonds.
10. To work with appropriate consultants of the District to recommend proper tax rates to be levied and utility rates to be set by the Board.
11. To assist the District in completing those portions of the 15c2-12 Continuing Disclosure filings as may be appropriate for the Financial Advisor to complete.
12. To ensure the appropriate municipal bond insurance company and rating agency analysts are provided with information regarding the District on an ongoing basis.
13. To assist the District with the negotiation of business terms with developers and conduct the necessary feasibility analyses relative to the potential annexation of any lands within the District.
14. To provide the necessary input requested by the District's independent auditor(s) for the preparation of the annual audit.
15. To work on special projects or assignments, not necessarily related to the sale and delivery of bonds that the Board may wish GMS to work on from time to time.

II.

The District, in consideration of the services to be performed by GMS related to the sale and delivery of new money bonds, will pay a fee of 2.0% of the par amount of new money bonds issued. Such fees shall become due only upon the issuance of such bonds and generally, shall be payable as soon as practicable after closing of the bond issue. It is understood that GMS will not be entitled to any fees related to authorized bonds that are not issued.

For refunding bonds issued, fees paid to GMS for financial advisory services rendered will be equal to 1.0% to 1.2% of the par amount of the bonds issued, depending upon the size and complexity of the financing; provided, however, GMS shall notify the District in writing of the percentage within this range to be used for each financing prior to the scheduled pricing of such bonds. Such fees shall become due only upon the issuance of such bonds and generally, shall be payable as soon as practicable after closing of the bond issue. It is understood that GMS will not be entitled to any fees related to authorized bonds that are not issued.

For bond anticipation notes issued, fees paid to GMS for financial advisory services rendered will be equal to 1.0% of the par amount of the bond anticipation notes sold, delivered to, and paid for by purchaser(s). Such fees shall become due only upon the issuance of such bond anticipation notes and generally, shall be payable as soon as practicable after the closing of the note. It is understood that GMS will not be entitled to any fees related to bond anticipation notes that are not sold, delivered to, and paid for by purchaser(s).

For other financial advisory services that are not related to the sale and delivery of bonds, such as tax rate setting analyses, standby fee analyses, rate order studies, annexation studies, homestead exemption studies, long-term financial plans, rating agency/bond insurance company report preparation, review of the annual audit, and other special projects/reports that the Board may request from time to time, GMS will be paid a fee of \$350.00 per hour. GMS will submit an annual invoice to the District, payment of which will be due as soon as practicable after review and approval by the Board.

III.

GMS makes the following verifications and representations:

Israel Boycott Verification. As required by Chapter 2271, Texas Government Code, as amended, GMS hereby verifies that GMS, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of the Contract. As used in the foregoing verification, the term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

Anti-Terrorism Representation. Pursuant to Chapter 2252, Texas Government Code, GMS represents and certifies that, at the time of execution of the Contract neither the GMS, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

Fossil Fuels Boycott Verification. As required by Chapter 2276 of the Texas Government Code, as amended, GMS hereby verifies that GMS, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of the Contract. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

Firearm Discrimination Verification. As required by Section 2274.002, Texas Government Code, as amended, GMS hereby verifies that GMS, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Contract. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, as amended.

IV.

GMS, by executing this Contract, acknowledges receipt of the District's current Order Establishing a Records Management Program and Designating a Records Management Officer, which may be amended by the District (the "Document Retention Policy"). GMS agrees to maintain all District records in GMS's possession in accordance with the Document Retention Policy. Upon request by the District and upon

termination of this Contract, District records (and any other property of the District) in GMS's possession shall be promptly delivered by GMS to the District or the District's designee at no cost to the District. Any such records or other property that is electronic, in a proprietary form, or stored on a computer shall be provided by GMS to the District in a manner specified by the District.

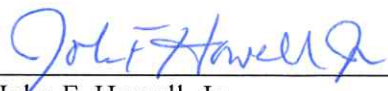
V.

Either party may terminate the Contract at any time without cause by giving the other party 30 days' written notice of such termination.

IN WITNESS HEREOF, the parties hereto have caused the Contract to be signed in duplicate originals as of the date and year first above set forth.

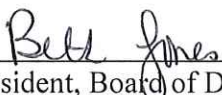
We, John F. Howell, Jr. and Corey G. Howell, as authorized representatives of GMS, engaged by the District for the provision of Financial Advisory services, hereby confirm GMS's compliance with Texas Government Code Chapters 2271, 2274, and 2252, as amended.

{Remainder of Page Intentionally Left Blank; Signature Page Follows}

By: 
John F. Howell, Jr.
Senior Vice President
The GMS Group, L.L.C.

By: 
Corey G. Howell
Senior Vice President
The GMS Group, L.L.C.

Williamson-Travis Counties Municipal Utility District No. 1

By: 
President, Board of Directors

ATTEST:

By: 
Secretary, Board of Directors

CONTRACT WITH OPERATOR

AMENDED AND RESTATED OPERATION AND MAINTENANCE AGREEMENT

This **Amended and Restated Operations and Maintenance Agreement** (the “Agreement”) is made this 16th day of March, 2022 (“Commencement Date”), between:

- 1) **WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1**, a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code with its principal place of business at c/o McGinnis Lochridge, 1111 W. 6th St., Bldg. B, Ste. 400, Austin, Texas 78703 (hereinafter the “Client”); and
- 2) **INFRAMARK, LLC**, formerly SEVERN TRENT ENVIRONMENTAL SERVICES, LLC, a Texas limited liability company with its principal place of business at 2002 West Grand Parkway North, Suite 100, Katy, TX, 77449 (hereinafter the “Operator”)

BACKGROUND

The Client and Operator previously entered into an Operation and Maintenance Agreement dated October 1, 2018 (the “Current Management Agreement”). Client and Operator wish to amend the Current Management Agreement and wish to document their agreement in this Agreement which shall supersede and replace in their entirety the Current Management Agreement and to provide for herein the operation and maintenance services required for the Client’s water, wastewater, storm water, water quality, park and other governmental facilities as set forth in Schedule 5 attached to this Agreement (“Facilities”) and the Operator desires to provide said operations and maintenance services and accounting services to the Client.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM

- 1.1. Unless this Agreement is extended or terminated pursuant to the terms of this Agreement, the Initial Term of this Agreement is sixty (60) months, beginning October 1, 2021 and ending September 30, 2023 unless terminated earlier under Section 5 below.
- 1.2. After the Initial Term, this Agreement will continue from year to year, until either party gives one hundred eighty (180) days’ written notice of its desire to amend or terminate this Agreement.

2) OPERATOR’S SERVICES

- 2.1. Operator, in regard to the Facilities, shall provide the services as set forth in Schedule 1 attached to this Agreement (the “Services”).
- 2.2. Operator shall be responsible for all Maintenance Expenditures. The Operator will track Maintenance Expenditures and will invoice the Client for the Maintenance Expenditures in accordance with Section 4.4.
- 2.3. Operator may perform additional services or Corrective Maintenance beyond the Services specified in Section 2.1 with the mutual consent of both parties. The parties shall separately negotiate the costs of any such additional services.
- 2.4. Operator may recommend Capital Improvements to the Client necessary to perform the Services in compliance with the terms of this Agreement and Applicable Law. In the event the Client refuses to not approve a Capital Improvement recommended by Operator, Operator will not be liable for any loss, damage or liability, including loss, damage, or liability for failure of the Facilities, or failure to comply with Applicable Law, or failure to meet the requirements of this

Agreement or for claims for indemnification, to the extent such failure loss, damage, or liability results from the Client's rejection of the recommended Capital Improvement. The parties shall separately negotiate the costs of any such Capital Improvement approved by the Client and to be performed by Operator.

- 2.5. When the Operator determines that an Emergency Event exists, Operator may begin immediately taking any necessary action, without the Client's prior approval. Any costs incurred during the Emergency Event shall be included in the Maintenance Expenditures.
- 2.6. Operator shall:
 - 2.6.1. Perform the Services in accordance with the provisions of this Agreement, Applicable Law, and all permits, licenses, and specifications applicable to the operation and maintenance of the Facilities; exercising the degree of skill and care ordinarily exercised by members of Operator's profession in the geographic region of the Facilities.
 - 2.6.2. Use qualified (and where required, certified) personnel to operate and maintain the Facilities and all its equipment and processes in accordance with relevant operation and, if available, maintenance manuals for the Facilities, Applicable Law, and the Client's Permits and Discharge Permits;
 - 2.6.3. Exercise commercially reasonable efforts to supply and retain the personnel as identified in Schedule 6. Operator shall not remove said personnel without the Client's prior written approval, which approval shall not be unreasonably withheld; however, Operator may remove personnel for cause without prior written approval by the Client. If it is necessary to replace any member of the personnel (whether as a result of death, illness, injury, resignation, or an act or omission of the Operator), Operator will promptly hire a replacement of comparable skill, experience, expertise and qualification;
 - 2.6.4. Ensure Operator's personnel as designated in Schedule 6 dedicate the percentage of their time and efforts as set forth in Schedule 6 to performance of the Services under this Agreement;
 - 2.6.5. Perform (or contract with a laboratory certified by the appropriate regulatory body to perform) all sampling and laboratory analysis required by Applicable Law, the Client's Permits and Discharge Permits. Laboratory procedures and analysis shall conform to the then current edition of Standard Methods for the Examination of Water, Wastewater, and Storm Water or shall be in accordance with testing requirements of Applicable Law and the Client's Permits and Discharge Permits;
 - 2.6.6. Subject to the limitations in Sections 3 and 5, below, perform the routine maintenance tasks in Schedule 1;
 - 2.6.7. Maintain necessary records of operations, maintenance, repair and improvement activities at the Facilities and shall prepare and submit to the Client a monthly report, delivered to the Client the following month, including a narrative and summary of operations, maintenance, repair and replacement activities and data required for monthly reporting to local, state and federal agencies;
 - 2.6.8. Dispose of Process Residue either at an approved landfill or at an approved land application site designated and made available by the Client. Title and ownership of Process Residue shall remain with the Client notwithstanding such services by the

Operator;

- 2.6.9. Arrange for, procure, maintain, and pay for all goods and supplies required to perform the Services under this Agreement or operation of the Facilities, consisting of lubricants, cleaning agents, office supplies, and all other items of a similar nature that are required for performance of the Services.

3) CLIENT OBLIGATIONS

3.1. Client shall:

- 3.1.1. Obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the Client's Permits and Discharge Permits;
- 3.1.2. Arrange for and pay: i) all costs related to delivery to and consumption of utilities to the Facility, including electricity, water, gas and telephone usage at the Facilities; ii) all property, value-related, franchise, sales, use, excise, gross receipts, transaction privilege or other taxes associated with the Services and the ownership, operation and maintenance of the Facilities, other than taxes imposed on Operator's net income or payroll; iii) expenses incurred from the treatment of Non-Processible Water, including without limitation, any penalties and fines that may be assessed as a result; iv) expenses resulting from influent or pollutant loads exceeding the Baseline Conditions iv) expenses resulting from hydraulic or organic loads exceeding the Baseline Conditions; v) all costs attributable to the transportation and disposal of Process Residue above the Baseline Tip Fee; and vi) all Capital Improvements.
- 3.1.3. Comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the Operator under this Agreement). The Operator shall not be responsible for Client's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the Operator hereunder;
- 3.1.4. During visits to the Facilities, comply and shall require its agents, licensees of invitees to comply with all reasonable safety rules and regulations adopted by the Operator;
- 3.1.5. Perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Facilities not expressly assumed by the Operator pursuant to the terms of this Agreement; and
- 3.1.6. Grant the Operator, free of charge, a license to use the Facilities, including all equipment, structures, facilities and vehicles under Client's ownership and which have been assigned by Client to the Facilities.

4) FEES AND PAYMENT

- 4.1. For the Agreement Year commencing on October 1, 2021, Client shall pay Operator the Base Fee as set out in Schedule 4. The amount of the Base Fee for the first Agreement Year shall be \$625,831.44. Client shall pay the Base Fee in equal monthly installments of \$52,152.56 in advance of the first of each month.

- 4.2. On each and every Adjustment Date, the Base Fee and the Vehicles and Equipment rates set

forth in Schedule 4 will be increased as set forth in Section 2 of Schedule 4. In no event will the Base Fee be reduced.

- 4.3. All invoices from Operator to Client other than Operator's invoice for the Base Fee must be submitted to the Client no later than five (5) days preceding the date of each regular meeting of Client's Board of Directors ("Board"). All invoices that are timely presented will, unless in dispute, be paid within 15 days after each regular Board meeting; but, if there is a bona-fide dispute, the District may withhold payment of the disputed amount subject to the requirements of Chapter 2251, Texas Government Code. Interest on late payments, if any shall accrue in accordance with Chapter 2251, Texas Government Code.
- 4.4 Client shall reimburse or compensate the Operator for the Maintenance Expenditures incurred in performing the Services within 30 days of issuance of an invoice by Operator.
- 4.5 In the event of a change in the Services or Applicable Law, or other factor which causes a material change in Operator's cost of providing the Services, Operator may deliver a notice to Client (the "Notice Date"), and the parties shall negotiate in good faith to adjust the Base Fee to account for such change in Operator's responsibilities. If the parties are unable to reach a negotiated agreement within thirty (30) days of the Notice Date, then this Agreement may be terminated by Operator, except if the parties agree to a temporary agreement pending further negotiations for a permanent resolution of the Operator's change of responsibilities.
- 4.6 Operator shall provide a monthly operating report on the operational status and maintenance of the Facilities which reasonably describes Operator's work and Services performed in the preceding month, including any subcontracted services, Maintenance Expenditures, and any additional services performed. The parties will review and discuss Operator's performance based on the monthly operating reports prepared by Operator and provided to Client and any other criteria agreed upon in advance by the Parties at the end of the month for the first three (3) months of the Agreement and at the end of each quarter thereafter.
- 4.7 Operator may make modifications or upgrades to the Client's building at 1000 Old Mill or the services and utilities provided by Client at the building as desired by Operator to facilitate Operator's use of that building. Any such modifications or upgrades shall be at Operator's sole expense and any such modifications or upgrades shall require prior written approval of Client.

5) TERMINATION

- 5.1. At any time after the date that is one (1) year after the Commencement Date, either Party may terminate this Agreement without cause upon one hundred eighty (180) days' written notice to the other Party.
- 5.2. Either party may terminate this Agreement by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the defaulting party written notice to cure their default within forty-five (45) days ("Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree to an extension of the time to cure provided the defaulting party provides reasonable evidence within the Cure Period that it has identified a means to cure and is pursuing it diligently.
- 5.3. In the event of the termination of this Agreement under Section 5.1 or 5.2 above, Client shall pay Operator for the Services provided and invoiced by Operator up to the effective date of termination and any Maintenance Expenditures incurred in provided the Services, plus the unamortized balance of Capital Improvements financed or paid for by Operator as

reflected on Operator's financial statements Client shall make payment within thirty (30) days of the date of termination. If Client incurs costs for damages due to a default of the Operator that results in termination of this Agreement, Client may deduct such costs or damages from the final payment due to Operator under this Section 5.3. Upon termination of this Agreement, for any reason, the Operator shall immediately turn over to Client or its representative all books, records, meters, check books funds and other property of the Client.

- 5.4. Client's failure to pay an undisputed invoice when due will be considered a material breach by Client. In such an event, Operator shall be entitled to terminate this Agreement with 30 days' written notice to Client. Should Client pay any such invoice(s) within the thirty (30) day notice period, the termination notice under this provision will be deemed automatically withdrawn.

6) FINES, INDEMNIFICATION AND LIMITATION

- 6.1. In the event that water, wastewater, or storm water violations occur following the Commencement Date, subject to Sections 6.2 and 9.7, Operator shall, in respect of violations that may be imposed by environmental regulatory bodies under Applicable Law and to the extent directly attributable to Operator's breach of its contractual obligations hereunder, be responsible for: environmental regulatory fines or penalties.
- 6.2. If the Facilities' influent wastewater characteristics exceed its design parameters or if wastewater influent contains abnormal, toxic or other substances which cannot be removed or treated by the existing Facilities and/or Client has not fulfilled its responsibilities under Section 3, Operator will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated effluent characteristics or damages, fines or penalties which result from such activity or failure.
- 6.3. To the maximum extent permitted by law, during the term of this Agreement, each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and their respective successors and assigns (each is referred to herein as an "Indemnified Party") against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party against the Indemnified Party for wrongful death, bodily injury, and/or property damage, but only to the extent caused by the willful or negligent acts or omissions of the Indemnifying Party.
- 6.4. Operator is not liable for any liabilities resulting from the lift stations and collection system for the Facilities unless such liabilities are the result of Operator's negligence.
- 6.5. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.
- 6.6. To the extent permitted by Applicable Law, in the event that claims(s) raised by Client against the Operator on account of this Agreement, or on account of the Services performed hereunder including claims by Client for indemnification under Section 6.3, is/are covered under Operator's insurance policies required of the Operator hereunder, Operator shall not be responsible to Client for any loss, damage or liability beyond the amounts contractually required hereunder and actually paid pursuant to the limits and conditions of such insurance policies.

7) INSURANCE

- 7.1. Operator shall provide and maintain the following levels of insurance coverage at all times during the Term:
- 7.1.1. Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
 - 7.1.2. Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services hereunder, to the required statutory amount;
 - 7.1.3. Automobile Liability Insurance with a combined single limit of one million dollars (\$1,000,000);
 - 7.1.4. Employer's Liability Insurance in the amount of two million dollars (\$2,000,000);
 - 7.1.5. Umbrella Liability Insurance in the amount of four million dollars (\$4,000,000); and
 - 7.1.6. Crime and Fiduciary Liability Insurance in the amount of five million dollars of (\$5,000,000).
- 7.2. Operator shall name Client as an additional insured on all policies to the extent permitted by the insurance providers.
- 7.3. Operator shall provide Client with thirty (30) days' notice prior to the effective date of any material change in coverage or cancellation of any policy hereunder.
- 7.4. Operator shall provide Client with insurance certificates confirming the levels of coverage in Section 7.1 and that Client is named as an additional insured.

8) DISPUTES

- 8.1. In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall submit the dispute to non-binding mediation before a mediator acceptable to both parties. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities.
- 8.2. If the parties are unable to resolve any disputes through good faith discussions or non-binding mediation in accordance with 8.1 above, either party may pursue relief in any court having jurisdiction thereof.

9) MISCELLANEOUS

- 9.1. The relationship of Operator to Client is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between Operator and Client, the relationship of principal and agent, joint ventures, co-partners or any other similar relationship, the existence of which is hereby expressly denied.
- 9.2. This Agreement contains the entire agreement between Client and Operator and supersedes all

prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.

- 9.3. The parties may only modify this Agreement by a written amendment signed by both parties.
- 9.4. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 9.5. Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement or for a period of one year after the date of expiration or termination of the Agreement. This provision does not prevent Client from contracting with any third parties that employ any former employees of Operator.
- 9.6. This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. Additionally, any sale, assignment, or transfer by the District in its rights in, or right to use, the Facilities shall be subject to Operator's right to perform the Services under this Agreement.
- 9.7. A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure, as defined in Schedule 2. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.
- 9.8. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties agree that the venue of any action arising from this Agreement shall be in the appropriate State court having competent jurisdiction located in the judicial district in which the Client is located.
- 9.9. In the event that Client receives notice of or undertakes the defense or prosecution of any legal or administrative action or proceeding in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Client shall give Operator prompt notice of such proceedings and shall inform Operator in advance of all hearings. In the event Operator receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Operator shall give Client prompt notice of such proceedings.
- 9.10. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

OPERATOR:

Inframark, LLC
14050 Summit Drive, Suite 103
Austin, Texas 78728
ATTN: Makenzi Scales

With copy to:

Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, Pennsylvania 19044
ATTN: Legal Department

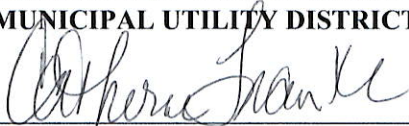
CLIENT:

Williamson-Travis Counties Municipal Utility District No. 1
c/o McGinnis Lochridge
1111 W. 6th St., Bldg. B, Ste. 400
Austin, TX 78703
ATTN: Zachary Evans

- 9.11. All records compiled by Operator with information and material gathered when performing this Agreement are the property of Client.
- 9.12. Defined terms in this Agreement are set out in Schedule 2 or within the main body of this Agreement, capitalized or within quotation marks.
- 9.13. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.
- 9.14. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.
- 9.15. Both parties warrant and represent to the other that they have full power and authority to enter into and perform this Agreement.

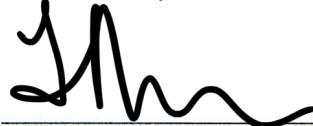
IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

**WILLIAMSON-TRAVIS COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 1**



By: Catherine Franke
Title: President of Board of Directors
Date: 3/16/2022

INFRAMARK, LLC



By: Todd Burrer
Title: Vice President of Texas MUDs
Date: 3/31/22

Schedule 1: Operator's Services			
Activity Description		Base Fee	Billed on Work Order in accordance with Schedule 4 (not included in Base Fee)
	Administrative and General Management Duties		
Tech	Deliver or Post Agenda Notices in District Area	X	
Admin	Develop and Maintain District Website	X	
Admin	Administer District Survey	X	
Admin	Maintain and Update District Goggle Drive	X	
Manager	Monitor and Review All District Contracts Performance	X	
	Create Monthly District Reports	X	
	Create Custom Reports for the District	X	
Tech	Daily Alarm Checks (Lift Stations)	X	
Admin	Park Reservations Schedule and Post at Parks	X	
OPS	Assist with Monthly Reports for State	X	
OPS	Assist with Filing and Compiling Monthly Operations Data (Solids, Lab, Flushing and other Control Process)	X	
OPS	Bio-Monitoring Report- lab data	X	\$
OPS	Consumer Confidence Report (CCR)		\$
OPS	Special Report Filing to Environmental Agencies	X	
OPS	TCEQ Facility Inspection Report		\$
OPS	Compliance Duties Performed for a District		\$
OPS	MS4 duties preformed for the District	X	\$
OPS	Sewage Bypass Report & Notify Agencies		\$
OPS	TCEQ Lead and Copper Sampling		\$
OPS	Texas Water Development Board Annual Report		\$
OPS	Water Loss Audit	X	
Manager	Attend and Schedule District and Committee Meetings	X	
Manager	Coordinate Spring and Fall Trash Clean up	X	
Tech	Monitor Water Conservation Measures	X	
Tech	Monitor District Inventory Including Spare Parts	X	
Manager	Schedule and Monitor Sub-Contractor Work	X	
Manager	Track PM Work and Schedule	X	
Manager	Track and Update Asset List	X	
Admin	Prepare and Send Fine Letters	X	
Parks Super	Ensure Proper Signage at all Facilities	X	\$
Tech	Remove Non Permitted Signs	X	
OPS	Implement Safety Programs	X	
Manager	Coordinate with Consultants	X	
Manager	Respond to Requests for Information	X	
Manager	Coordinate and Attend Community Events (Business Hours)	X	
OPS	New Development Walkthrough Inspection		\$
	Customer Service and Billing Services		
Tech	Meter Reading	X	
Admin	Produce High Low and Zero Read Reports	X	
Admin	Read Meter Only - Misread, High, Low, Reverse - From Billing Department	X	
Tech	Read Meter, Check For Leaks, Customer Requested	X	
Tech	Check for Illegal Usage	X	
Tech	Check for Zero Usage	X	

Tech	Hang Tags in District Area (Delinquent, NSF, customer service notice, boil water notices)	X	
Tech	Customer Move Out - Read Meter, Disconnect or Turn Off Service	X	
Tech	Customer Move In - Read Meter, Reconnect or Turn On Service	X	
Tech	Reinstall Water Meter	X	
Tech	Remove Water Meter (Vacant with Usage / Illegal Usage)	X	
Tech	Turn Off, Disconnect Water Service for Non Payment - Vacant With Usage, NSF Returned Check, or Delinquent List	X	
Tech	Turn On Water Service After Disconnect for Non Payment	X	
OPS	Turn On Water Service-After Hours		\$
OPS	Turn Off Water Service-After Hours		\$
Tech	Turn Off Water Service for Water Consumption	X	
Tech	Turn Off Water Service-Customer Requested for Repair	X	
Tech	Turn On Water Service-Customer Requested for Repair	X	
Tech	No Water Call, Investigate Problem	X	
OPS	No Water Call, Investigate Problem, after hours		\$
Tech	Meter Replacement Program	X	
Admin	Meter Warranty Procedures	X	
Admin	Process Applications	X	
Admin	Payment Processing	X	
Admin	Deposit District Funds	X	
Admin	Answer Customer Calls and Emails	X	
OPS	24 Hour Dispatch	X	
Admin	Document Customer Notes on Customer Account	X	
Admin	Dispatch Customer Service Work	X	
Manager	Audit Monthly Billing	X	
Admin	Process Delinquent Accounts	X	
Admin	Prepare Monthly Billing Message	X	
Admin	Liaison for Trash Pick Service	X	
	Taps and Inspections		
Parks Super	Process Tap Payments and Keep Log	X	
Parks Super	Generate Tap and Inspection Work Orders	X	
Parks Super	Assure Back Charges and Fines are Applied	X	
Parks Super	Maintain Inspection Files for State Record	X	
Parks Super	Erosion Control Inspections	X	
Parks Super	Generate Erosion Control Reports	X	
OPS	Water Tap Inspection - Residential		\$
OPS	Water Tap Re-Inspection - Residential		\$
OPS	Install New "Standard" Water Meter		\$
OPS	Install 1" Residential Tap and Set Meter		\$
OPS	Install 1" Residential "Long" Tap and Set Meter		\$
OPS	Install 3/4" Residential Tap and Set Meter		\$
OPS	Install 5/8"x3/4" Residential Tap and Set Meter		\$
OPS	Water Tap Inspection - Commercial		\$
OPS	Install 1" Water Tap and Set Meter - Commercial		\$
OPS	Install 3/4" Water Tap and Set Meter - Commercial		\$
OPS	Install 5/8"x3/4" Water Tap and Set Meter - Commercial		\$

OPS	Backflow Prevention Inspection - Residential		\$
OPS	Backflow Prevention Inspection - Commercial		\$
OPS	Customer Service Inspection - Fixture - Residential		\$
OPS	Customer Service Inspection - Fixture - Commercial		\$
OPS	Customer Service Inspection - Slab - Residential		\$
OPS	Customer Service Inspection - Slab - Commercial		\$
OPS	Customer Service Inspection - Wall - Residential		\$
OPS	Customer Service Inspection - Wall - Commercial		\$
OPS	Customer Service Inspection - Final with Camera - Residential		\$
OPS	Customer Service Inspection - Final with Camera - Commercial		\$
OPS	Final Site Survey Inspection - Residential		\$
OPS	Final Site Survey Inspection - Commercial		\$
OPS	Irrigation System Inspection - Commercial		\$
OPS	Pool / Spa Inspection - Commercial		\$
OPS	Pre-site Inspection - Residential		\$
OPS	Pre-site Inspection - Commercial		\$
OPS	Irrigation System Inspection - Residential		\$
OPS	Pool / Spa Inspection - Residential		\$
OPS	Sewer Tap Installation and Inspection - Residential		\$
OPS	Sewer Tap Inspection - Commercial		\$
OPS	Sewer Tap Installation - Commercial		\$
	Operations at a Detention Pond		
Parks Super	Detention Pond Inspections and Report	X	
Tech	Monitor Systems Operations	X	
Tech	Purchase Chemicals for a Detention Pond	X	\$
OPS	Cleaning at a Detention Pond - Sedimentation Removal and Media Install		\$
Tech	Minor Repairs to the Detention Pond Infrastructure	X	
Manager	Meet and/or Assist Consultants or Contractors at a Detention Pond	X	
Tech	Purchase Supplies for an Improved Detention Pond		\$
Tech	Winterize a Detention Pond	X	
Tech	Operations at a Lift Station		
Tech	Purchase Chemicals for a Lift Station	X	\$
Ops	Purchase Supplies for a Lift Station	X	\$
Tech	Monitor Systems Operations	X	
Tech	Housekeeping	X	
Tech	Record and Log Data	X	
Tech	Test Alarms	X	
SUB	Cleaning at a Lift Station Wet Well	X	\$
OPS	General Repairs or Maintenance of an Asset at a Lift Station		\$
Tech	Investigate a Problem at a Lift Station	X	
OPS	Meet and/or Assist Consultants or Contractors at a Lift Station	X	
OPS	Preventative Maintenance of an Lift Station (Lubrication)		\$
OPS	Preventative Maintenance an Lift Station(Electrical)		\$
OPS	Preventative Maintenance of a Lift Station (Mechanical)		\$
OPS	Preventative Maintenance of a Lift Station (Generator)		\$
OPS	Winterize a Lift Station	X	\$
	Operations at a Park		
Tech	Clean Equipment and Fountains	X	

Tech	Survey District Lights	X	
OPS	Repair Lights		\$
Park Super	Survey Trails	X	
Manager	Coordinate with District Landscaper	X	
Tech	General Operations, Minor Repair or Maintenance of an Asset at a Parks and improvement ponds	X	
Tech	Repair, Replace Park System Asset	X	
Park Super	Park Inspections	X	
Park Super	Investigate a Problem at a Park	X	
Tech	Meet and/or Assist Consultants, Residents or Contractors at a Park	X	
Tech	Purchase Supplies for a Park	X	
	Operations of Collections System		
OPS	Repair a Sewer System Main Line		\$
OPS	Repair a Sewer System Service Line		\$
OPS	Repair, Replace, Adjust, A Sewer System Asset Repairs		\$
Tech	Read, Record and Monitor Pump Data at Lift Stations	X	
Tech	Alarm System Check and Visual Inspection	X	
OPS	Create a Sewer System Survey		\$
OPS	Grease Trap Installation & Inspections - Commercial		\$
OPS	Grease Trap Inspections - Commercial		\$
OPS	Sewer Line Final Inspection Televising		\$
OPS	Sewer Line Final Re-inspection Televising		\$
OPS	Investigate Sewer System Backup / Stoppage		\$
OPS	Investigate a Sewer System Problem		\$
OPS	Sewer System Main Line Cleaning		\$
OPS	Purchase Laboratory Services for a Sewer System		\$
OPS	Meet and/or Assist Consultants or Contractors at a Sewer System		\$
OPS	Purchase Supplies for a Sewer System		\$
OPS	Smoke Testing in a Sewer System		\$
OPS	Sewer System Line Televising Service Lines		\$
OPS	Sewer System Line Televising Service Lines Main		\$
Tech	Annual Sewer System Survey and Inspection 6" Stacks Verify Caps not broken	X	
OPS	Sewer System Survey and Inspection Manholes		\$
	Operations of Distribution System		
OPS	Air Scouring		\$
Tech	Read and Record Master and Inter-Connect Reads	X	
Tech	Chlorine Residual Sampling in the Water System	X	
Tech	Mono Chloramine Sampling in the Water System	X	
Tech	BAC-T Sampling after Installation of "NEW" Water Tap	X	
Tech	BAC-T Sampling after Repair in a Water System	X	
OPS	Hauling and Clean-up of Spoil Materials (concrete, asphalt, dirt, etc.)		\$
OPS	Post Repair Inspection of an excavation, concrete replacement		\$
OPS	Repair Damaged Area (Landscaping, Sand / SOD, Concrete)		\$
OPS	Repair a Water System Main Line		\$

OPS	Repair a Water System Service Line		\$
OPS	Minor Repair of a Water System Asset		\$
OPS	Minor Repair, Replace, Adjust, Recondition a Water System Asset		\$
Tech	Flushing of a Water System	X	
Tech	Investigate Water System Leak	X	
Tech	Investigate a Water System Problem	X	
Tech	Investigate Poor Water Quality of a Water System	X	
Tech	Purchase Laboratory Services for Water System Asset	X	
OPS	Leak Detection for a Water System		\$
Manager	Meet and/or Assist Consultants or Contractors at a Water System	X	
Tech	Water Meter Replacement Program	X	\$
Tech	Replace Water Meter (damaged, stuck, broken dial, lid, etc.)	X	\$
Tech	Minor Repair, Replace or Adjust a Water Meter Box Assembly	X	
Tech	Replace, Adjust or Reset a Water Meter Box Lid	X	\$
Tech	Purchase Supplies for a Water System	X	\$
OPS	Annual Valve PM (Mechanical) in a Water System	X	\$
OPS	Annual Fire Hydrant PM (Mechanical) in a Water System	X	\$
Tech	Paint a Fire Hydrant	X	\$
OPS	Raise/Lower Fire Hydrant		\$
OPS	Replace a Fire Hydrant		\$
OPS	Shoring (Install New Water Tap)		\$
Tech	Temporary Meter Management (Fire Hydrant Meter)	X	

In the event that any services set forth in this Schedule are designated with both an “X” in the ‘Base Fee’ column and a “\$” in the ‘Billed on Work Order’ column as set forth in Schedule 4 column, the services are included in the Base Fee; however, any materials and fees required for such services are Maintenance Expenditures that are to be reimbursed by Client as set forth in this Agreement.

Schedule 2: Definitions

"Abnormal or Biologically Toxic Materials" may include, but are not limited to, concentrations of heavy metals, phenols, cyanides, pesticides, herbicides, priority pollutants as listed by USEPA, or any substance that violates the local or USEPA standards for finished water after the routine processing of the raw water.

"Adjustment Date" means October 1st of each during the term of this Agreement.

"Agreement Year" means any consecutive twelve (12) month period during the term of the Agreement (including the renewal options) that begins on the Commencement Date and subsequently ends on each anniversary of that date.

"Applicable Law" means laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the above, in each case that relate to the (a) parties' respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities; (c) health and welfare of individuals working at or visiting the Facilities; and (d) the collection, delivery and treatment of the Client's raw and finished water.

"Base Fee" is defined as Operator's base compensation for its performance of the Services, including Operator's Process Residue disposal costs.

"Baseline Conditions" means the amount of raw water received and/or processed at the Facilities and the maximum pollutant limits contained in such raw water. The Baseline Conditions shall be reset and adjusted on each and every Adjustment Date to reflect the actual raw water amount and pollutants processed at the Facilities during the Agreement Year just ended.

"Capital Improvements" means any modifications, additions or upgrades to the Facilities made by or on behalf of the Client or with its prior approval and funded from Client's capital proceeds whose cost (as to any single event or function) exceeds Four Thousand Nine Hundred Ninety-Nine dollars (\$4,999.00).

"Client's Permit(s)" and/or *"Permit(s)"* means all permits and licenses issued to Client for the Facilities. Copies of all Permits are attached as Schedule 3 of this Agreement.

"Corrective Maintenance" is defined as maintenance work which involves the repair or replacement of components which are failing or have Failed. These are tasks that required a trained maintenance technician using a variety of tools including specialized tools.

"Emergency Event" means an event which threatens the immediate shutdown of, or the substantial reduction in the operational capacity of, any of the Facilities, or the life, health or property of Client and/or Operator, their employees and/or agents or others.

"Facilities" means all existing equipment, existing water transmission mains, wastewater lines, drainage facilities, ponds and lift stations.

"Force Majeure" means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

"Maintenance Expenditures" is defined as the total of all expenses incurred by the Operator in connection

with the discharge of its responsibilities outside of the Services as set forth in Section 2.1 of this Agreement; provided however that the Maintenance Expenditures shall exclude Operator's direct labor expenses and related benefits for those Key Personnel and Personnel as designated in Schedule 6 that are assigned by the Operator to perform the Services as set forth in Section 2.1 of this Agreement and whose cost is included in the Base Fee hereunder. The Maintenance Expenditures shall specifically include, but shall not be limited to:

- 1) All materials, supplies, parts, tools, components, fittings, fixtures, goods, aggregates, and paving materials, and all other similar items that are necessary for performance of the Services and not specifically assumed by Operator in this Agreement;
- 2) All tools, devices, mechanical and electrical equipment, instruments, machinery, motorized vehicles, safety equipment, furnishings, computers, software, network and technology equipment, and all other similar items as are necessary or appropriate for the proper operation or maintenance of the Facilities;
- 3) Operator's costs and related benefits for Operator's personnel not exclusively assigned to perform the Services as set forth in Section 2.1 of this Agreement under Schedule 6 at an agreed hourly billing rate; and
- 4) All subcontractors, specialized services, and rental equipment.

"Non-Processible Water" is defined as influent raw water (i) which contains Abnormal or Biologically Toxic Materials; or (ii) which is otherwise detrimental to the operation and performance of the Facilities; or (iii) which exceeds the design capabilities of the Facilities as defined by the Operations and Maintenance Manual for the Facilities or as provided in submissions made to regulatory agencies in connection with the construction and/or the permitting of the Facilities.

"Price Index" means the Consumer Price Index for all Urban Consumers – Water and Sewerage Maintenance (CPI-U) for the U.S. City Average, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics, or any replacement to that index from time to time.

"Price Index Increase" means the percentage increase between the Price Index in effect as of the month of each and every Adjustment Date over the Price Index in effect as of the month of the Commencement Date. The Price Index Increase shall be calculated as of each and every Adjustment Date for the purpose of adjusting the Base Fee.

"Process Residue" means grit, screenings and sludge generated by or through the operation of the Facilities.

Schedule 3: Client's Permits

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 30, 2015

Williamson Travis Counties MUD No. 1
14050 Summit Drive, Suite 113
Austin, Texas 78728-7101

RE: Williamson Travis Counties Municipal Utility District No. 1
Permit No. TXRo40377

This letter is your notice that the Texas Commission on Environmental Quality (TCEQ) executive director (ED) has issued final approval of the above-named application. According to 30 Texas Administrative Code (TAC) Section 50.135 the approval became effective on the date the ED signed the permit or other approval. A copy of the final approval is enclosed and cites the effective date.

You may file a **motion to overturn** with the chief clerk. A motion to overturn is a request for the commission to review the TCEQ executive director's approval of the application. Any motion must explain why the commission should review the TCEQ executive director's action. According to 30 TAC Section 50.139 an action by the ED is not affected by a motion to overturn filed under this section unless expressly ordered by the commission.

A motion to overturn must be received by the chief clerk within 23 days after the date of this letter. An original and 7 copies of a motion must be filed with the chief clerk in person or by mail. The Chief Clerk's mailing address is Office of the Chief Clerk (MC 105), TCEQ, P.O. Box 13087, Austin, Texas 78711-3087. On the same day the motion is transmitted to the chief clerk, please provide copies to Robert Martinez, Environmental Law Division Director (MC 173), and Vic McWherter, Public Interest Counsel (MC 103), both at the same TCEQ address listed above. If a motion is not acted on by the commission within 45 days after the date of this letter, then the motion shall be deemed overruled.

You may also request **judicial review** of the ED's approval. According to Texas Water Code Section 5.351 a person affected by the ED's approval must file a petition appealing the ED's approval in Travis County district court within 30 days after the effective date of the approval. Even if you request judicial review, you still must exhaust your administrative remedies, which includes filing a motion to overturn in accordance with the previous paragraphs.

Individual members of the public may seek further information by calling the TCEQ Public Education Program, toll free, at 1-800-687-4040.

Sincerely,

A handwritten signature in cursive script that reads "Bridget C. Bohac".

Bridget C. Bohac
Chief Clerk

BCB/ka

cc: Vic McWherter, TCEQ Public Interest Counsel (MC 103)

P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • tceq.texas.gov

How is our customer service? tceq.texas.gov/customersurvey
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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Texas Pollutant Discharge Elimination System Small Municipal Separate Storm Sewer System (MS4) General Permit

The Notice of Intent (NOI) for the Small MS4 listed below was received on June 5, 2014. The intent to discharge stormwater associated with the Small MS4 under the terms and conditions imposed by the Texas Pollutant Discharge Elimination System (TPDES) Small MS4 General Permit TXR040000 is authorized. The MS4 Operator's TPDES Small MS4 general permit authorization number is:

TXR040377

Coverage Effective: 12/29/2009

TCEQ's Small MS4 General Permit requires certain stormwater pollution prevention and control measures, possible monitoring and reporting, and periodic inspections. Among the conditions and requirements of this permit, you must have prepared and implemented a stormwater management program (SWMP) that is tailored to your MS4. As an MS4 authorized to discharge under the Small MS4 General Permit, all terms and conditions must be complied with to maintain coverage and avoid possible penalties.

Project/Site Information:

RN105624159
WILLIAMSON TRAVIS COUNTIES MUD 1 MS4
AREA WITHIN WILLIAMSON TRAVIS COUNTIES MUD 1 LOCATED
WITHIN THE AUSTIN URBANIZED AREA IN TRAVIS AND
WILLIAMSON COUNTIES
AUSTIN, TX 78728
WILLIAMSON COUNTY

OPERATOR:

CN600634562
WILLIAMSON TRAVIS COUNTIES MUD 1
14050 SUMMIT DR STE 113
AUSTIN, TX 78728-7134

This permit authorization expires on December 13, 2018, unless otherwise amended. For additional information, see the TCEQ web site at <http://www.tceq.texas.gov> or contact the Stormwater & Pretreatment Team at swgp@tceq.texas.gov or by telephone at (512) 239-4671. A copy of this document should be kept with your storm water management program.

Issued Date: 4/28/2015

FOR THE COMMISSION

Schedule 4: Annual Base Fee and Compensation Formula

1) Base Fee:

The Base Fee in the first year of this agreement will be: \$625,831.44

The Base Fee will be payable in twelve (12) equal monthly installments of \$52,152.56

2) Compensation formula

On each and every Adjustment Date, Base Fee will be increased by the Price Index.

The following formula will be used to determine the increase in Base Fee on each Adjustment Date:

$$AAF = AF0 \times [P1 / P0]$$

where:

AA = Annual Adjusted Fee (new Base Fee) for the upcoming Agreement Year

AF0 = Annual Fee (Base Fee) for the Agreement Year just ended

P1 = Price Index in effect as of the month of the current Adjustment

P0 = Price Index in effect as of the month of the prior Adjustment Date

With respect to the first Adjustment Date, P0 shall be the Price Index in effect as of the Second Anniversary of the Commencement Date of the Agreement.

ADDITIONAL CHARGES:

Any Services not expressly assumed by Operator under the Agreement will be subject to additional charges, including the following:

Salary Cost X 2, which consists of the hourly rate and benefit cost X 2.

Overtime rates of time and one-half will apply for work performed before 7:30 a.m. and after 4:00 p.m. in excess of eight (8) hours per day or 40 hours per week, and on weekends and holidays. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve day and Christmas Day.

Outside contractor, professional services and materials will be billed at cost plus 15%.

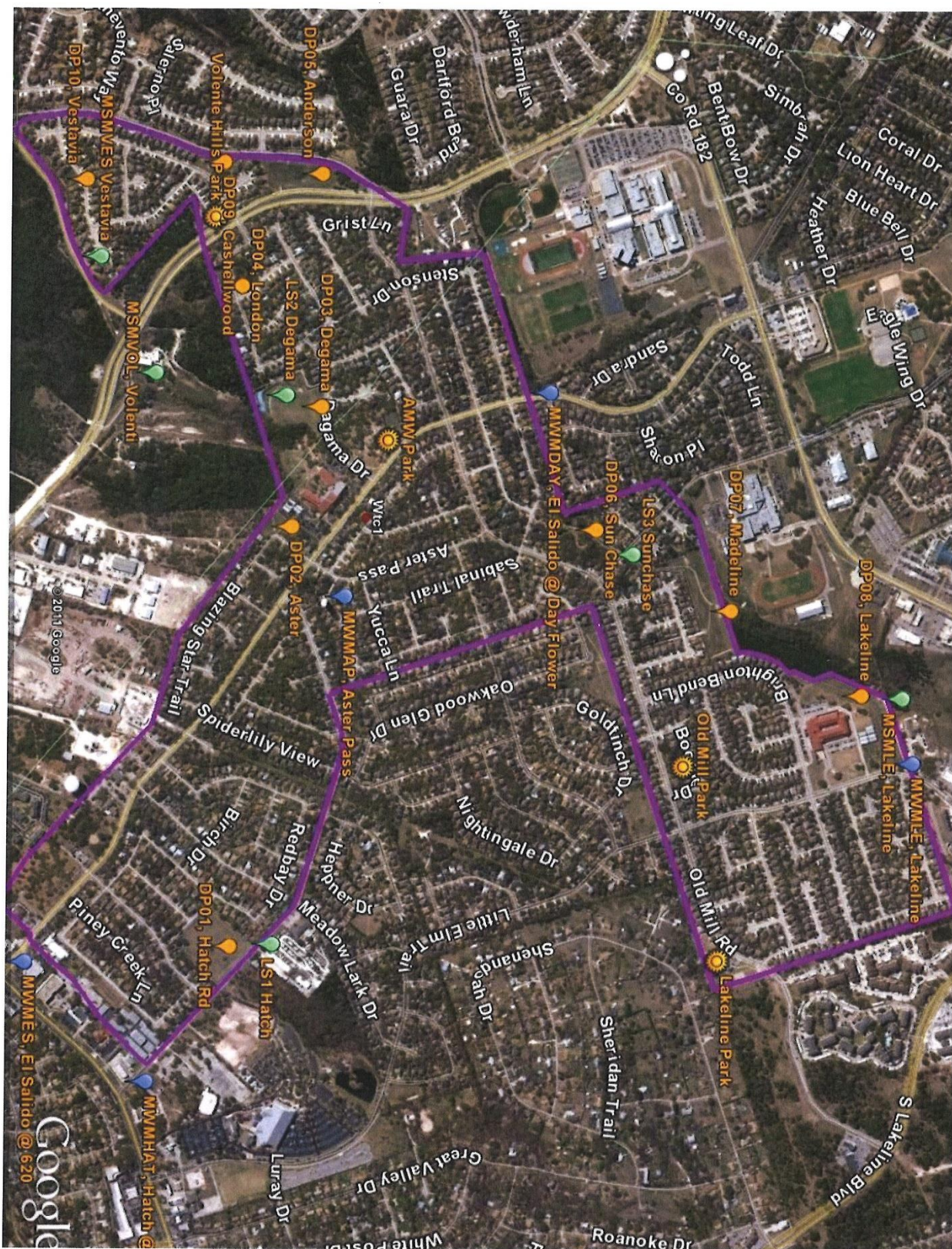
Vehicles and Equipment:

- Utility Truck	\$ 29.00 per hour
- Electrical Vehicle	\$ 39.00 per hour
- Maintenance Truck	\$ 35.00 per hour
- Mechanical Truck	\$ 35.00 per hour
- Chlorination Truck	\$ 40.00 per hour

- Crew Truck \$ 29.00 per hour
- Crane Truck \$ 75.00 per hour
- Backhoe w/trailer \$ 75.00 per hour
- Shoring Equipment \$ 25.00 per hour
- Utility Trailer \$ 10.00 per hour
- Lowboy (Gooseneck) Trailer \$ 11.50 per hour

Schedule 5: Client's Facilities

Asset Description	Street #	Street Name	Suffix	City	State	Zip
Hatch Detention Pond	3301	Hatch	Rd.	Cedar Park	TX	78613
Aster Pass Detention Pond	1911	Aster	Pass	Cedar Park	TX	78613
Degama Detention Pond	2000	Degama	Dr.	Cedar Park	TX	78613
London Lane Detention Pond	2300	London	Ln.	Cedar Park	TX	78613
Anderson Mill Detention Pond	13183	Anderson Mill	Rd.	Cedar Park	TX	78613
Sun Chase Detention Pond	2403	Sun Chase	Blvd.	Cedar Park	TX	78613
Madeline Loop Detention Pond	2420	Madiline	Lp.	Cedar Park	TX	78613
Little Elm Detention Pond	2009	Little Elm	Trl.	Cedar Park	TX	78613
Cashellwood Detention Pond	2813	Cashellwood	Dr.	Cedar Park	TX	78613
Vestavia Detention Pond	2513	Vestavia Ridge	Ln.	Cedar Park	TX	78613
LS #1 Hatch Rd.	3211	Hatch	Rd	Cedar Park	TX	78613
LS #2 Degama	2000	Degama		Cedar Park	TX	78613
LS #3 Sun Chase	2403	Sun Chase		Cedar Park	TX	78613
Master Meter Aster Pass		Aster Pass & Buckeye Trail		Cedar Park	TX	78613
Master Meter El Salido & Dayflower		El Salido & Dayflower		Cedar Park	TX	78613
Water Meter El Salido & 620		El Salido & Ranch Road 620		Cedar Park	TX	78613
Master Meter Hatch Rd.		Hatch Rd. & 620	Rd	Cedar Park	TX	78613
Sewer Meter Little Elm		Little Elm & Woodridge		Cedar Park	TX	78613
Master Meter Little Elm		Little Elm & Woodridge		Cedar Park	TX	78613
Sewer Meter Vestavia	2405	Vestavia Ridge		Cedar Park	TX	78613
Sewer Meter Volente		Geoscience & Anderson Mill		Cedar Park	TX	78613
Anderson Mill West Park	2900	El Salido	Pkwy	Cedar Park	TX	78613
Sun Chase Park	2403	Sun Chase	Blvd.	Cedar Park	TX	78613
Old Mill Pocket Park	2404	Old Mill	Rd	Cedar Park	TX	78613
Lakeline Oaks Park	1000	Old Mill	Rd	Cedar Park	TX	78613
Volente Hills Park	2902	Briona Wood	Ln.	Cedar Park	TX	78613
Aster Park	2905 ½	Aster Pass		Cedar Park	TX	78613



Schedule 6: Operator's Personnel

Operator shall provide the following personnel for the Services hereunder:

- 1- A general manager, who will dedicate 40% of his/her time to perform the Services;
- 2- A customer service/administrative assistant, who will dedicate 100% of his/her time to perform the Services;
- 3- A park and maintenance tech, who will dedicate 100% of his/her time to perform the Services;
and
- 4- A field operations coordinator, who will dedicate 50% of his/her time to perform the Services.

VERIFICATION
(Texas Government Code, Section 2271.002)

I, Todd Burrer, the undersigned representative of **Inframark, LLC** ("Company"), hereby declare under penalty of perjury that the following statement is true and correct:

"Company:

1. Does not boycott Israel and
2. Will not boycott Israel during the term of the attached contract."

By: 
Printed Name: Todd Burrer
Title: Vice President, Texas MUDs
Dated: 01-12-2022

ATTACHMENT P

**CERTIFICATE OF COMPLIANCE REGARDING WASTEWATER
CONNECTIONS**

2002 W Grand Pkwy N
Suite 100
Katy, TX, 77449
281-578-4200

January 14, 2026

Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087

Dear Sir or Madam:

Inframark is the operator for Williamson Travis County MUD 1. As the operator of this municipality, we have established rules, regulations and programs regarding water and wastewater service lines and connections.

These rules, regulations and programs established by Inframark comply with the Texas Commission on Environmental Quality rule 293.111.

This letter serves as notice of compliance.

Sincerely,



Vanessa Chapa
Senior Compliance Manager