

**TRAVIS COUNTY
WATER CONTROL
&
IMPROVEMENT DISTRICT #18**

BOARD OF DIRECTORS MEETING

June 14, 2021

AGENDA

TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 18 MEETING

TO: THE BOARD OF DIRECTORS OF TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 18, TRAVIS COUNTY, TEXAS, AND TO ALL OTHER INTERESTED PERSONS:

NOTICE IS HEREBY GIVEN THAT A MEETING OF THE GOVERNING BODY OF THE ABOVE NAMED POLITICAL SUBDIVISION WILL BE HELD ON THE 14TH DAY OF JUNE, 2021 AT 7:30 P.M.

IN ACCORDANCE WITH THE GOVERNOR'S EMERGENCY PROCLAMATION SUSPENDING CERTAIN PROVISIONS OF THE TEXAS OPEN MEETINGS ACT EFFECTIVE MARCH 16, 2020 IN RESPONSE TO THE COVID-19 VIRUS, THE MEETING WILL BE CONDUCTED REMOTELY.

ALL PERSONS, INCLUDING MEMBERS OF THE PUBLIC, MAY JOIN THE MEETING THROUGH THE FOLLOWING WEBLINK: <https://global.gotomeeting.com/join/587159901> NUMBER: 1 (571) 317-3112 AND ENTERING ACCESS CODE: 587-159-901 #.

Meeting Packet:

A copy of the meeting packet is available at the following website: <https://tcwcid-18.org>

Agenda:

The meeting will be held for the following purposes:

1. Public Comment.

Public comment will be accepted only during this portion of the meeting or as otherwise allowed by the presiding officer. Citizens wishing to address the Board should do so during this item. Individual speakers may be limited to five minutes of comment. Time is not transferable between speakers and may not be aggregated.

2. Consider and take action regarding the minutes from prior meeting of the Board of Directors:
 - a. Approval of minutes from May 10, 2021 regular meeting of the Board of Directors.
3. Consider and take action regarding Bookkeepers Report and Payment of Bills and Invoices.

4. Consider and take action regarding modification of District policies, practices and procedures in response to COVID-19 disaster declaration.
5. Consider and take action regarding Operation and Service Matters:
 - a. Receive Manager's Report Regarding Water Service Operations;
 - b. Authorize Write-Off of Delinquent Customers Accounts and/or Referral of Delinquent Sums to Collections Contractor;
 - c. Consider, take action, and approve Water System Repairs, Maintenance, and Improvement Projects;
 - d. Discussion and possible action regarding Water Quality Testing and Compliance Matters;
 - e. Discussion and possible action regarding control of zebra mussels at District raw water intake facilities;
 - f. Implementation of new utility billing software and payment system; and
 - g. Regulatory compliance matters.
6. Consider and take action regarding approval of Managed Information and Technology (IT) Services and Support Agreement with Contigo Technology LLC for IT support relating to District computer systems at the Wastewater Treatment Plant Facility.
7. Consider and take action regarding potential establishment of community garden on District lands, including consideration and possible action relating to approval of a License Agreement with Fruitful Commons.
8. Consider and take action regarding Approval of Petitions for Annexation of Property into District, including possible adoption of Orders Approving Annexation:
 - a. Petition by Travis County Emergency Services District No. 10 for real property located at 353 S Commons Ford Road, Austin, TX 78733; and
 - b. Petition by Rebecca Gardner for annexation of Lot 15, a Resubdivision of Lot Nos. 50, 51 and portions of Lot 21 and Lot No. 61 of BRUTON SPRINGS SUBDIVISION, a subdivision in Travis County, Texas according to the plat or record in Volume 46, Page 85 of the Plat Records of Travis County, Texas.
9. Consider and take action regarding Engineering and Construction Matters:
 - a. Receive Engineer's Report Regarding pending engineering and construction projects:
 - i. Emergency Water Supply Interconnect with West Travis County Public Utility Agency;
 - ii. Upgrade in electric service at raw water intake facility;
 - iii. Water Treatment Plant Site Chemical Storage Area Improvement Project;
 - iv. Ski Slopes Drive Aboveground Water Transmission Line Project;
 - v. Installation of Automated Meter Reading System;
 - vi. Travis County Tumbleweed Drive Utility Relocation Project;

- vii. Waterline Replacement Project; and
- viii. Water System Risk and Resilience Assessment Project.

b. Discussion and possible action relating to EPA Risk and Resiliency Assessment.

c. Consider and take action regarding approval of Contract Awards, Change Orders, Pay Applications and Final Acceptance for District Construction Projects.

- i. Raw Water Intake Plant Upgrades; and

- ii. Chemical relocation project at the Water Treatment Plant Building;

- iii. Automated Meter Replacement Project; and

- iv. Contract for Construction of Overland Waterline Project.

10. Consideration and possible action relating to District Website and Communication Matters.

- a. Newsletters and other communications with residents;

- b. Posting of information on District Website; and

- c. Other matters related thereto.

11. Summary of Action Items

12. Adjourn

Anthony S. Corbett

Attorney for the District

The Board of Directors may go into Executive Session if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters. No final action, decision or vote will be taken on any subject or matter in Executive Session.

The District is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-263-2707 for further information.

Agenda Item 2.

Minutes

**MAY 10, 2021 MINUTES
MEETING OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 18**

A meeting of the Board of Directors of Travis County Water Control and Improvement District No. 18 was held on the 10th day of May 2021, beginning at 7:30 p.m. Notices of the time, place and the subject of the meeting, and the actions to be taken at the meeting, were posted at the places and for the time required by the laws of the State of Texas. In accordance with the Governor's emergency proclamation suspending certain provisions of the Texas Open Meetings Act effective March 16, 2020 in response to COVID-19 pandemic, the meeting was conducted remotely. The notice of the meeting provided information for all persons, including members of the public, to join and participate in the meeting by telephone or by weblink.

The meeting was called to order at approximately 7:34 p.m. with the following directors present: President Paul Despres, Secretary Jennifer Sullivan, and Secretary/Treasurer Anna Panossian. Assistant Secretary David Ochsner and Vice-President Ashley Troy were absent. Also present were Tony Corbett (District legal counsel), Abraham Van Vleck of CMA Engineering (District Engineer), Mike Morin of Crossroads Utility Services, LLC (District Manager) and Tyler Wilson of Municipal Accounts and Consulting, LP (District Bookkeeper).

Agenda Item 1: Public Comment

None.

Agenda Item 2: Approval of Meeting Minutes

Director Despres moved that the Board approve the April 12, 2021 meeting minutes as presented. Director Panossian seconded the motion, which carried unanimously (3-0).

Agenda Item 3: Bookkeeper Report

Tyler Wilson presented the monthly Bookkeepers Report. After the report, Director Despres moved that the Board approve the Bookkeepers Report, and payment of bills and invoices as presented in the Bookkeeper Report and Supplemental Report (Check Nos. 10773 through 10807) with the exception of director fees for absent directors. Director Sullivan seconded the motion, which carried unanimously (3-0). A copy of the Bookkeepers Report is attached to these meeting minutes.

Agenda Item 4: COVID-19 Policies

Mr. Morin provided a brief report regarding the impact of COVID-19 on operations. He noted that the District terminated service to approximately nine customers after reinstatement of the pre-COVID billing and payment procedures. The Board took no action.

Agenda Item 5: Operation and Service Matters

Mike Morin presented his monthly operations and services report. He summarized the status of monthly operations and provided monthly water loss data, billing information, and customer account adjustments. He noted that the District's records reflect a water gain, and he was trying to identify the source of the gain. Director Despres moved that the Board authorize the General Manager to calibrate the raw water intake meter to investigate whether that could be the source of the inaccuracy. Director Sullivan seconded the motion, which carried unanimously (3-0).

Director Panossian moved that the Board authorize the write-off of the delinquent account identified in the Board packet and to send it to collections. Director Despres seconded the motion, which carried unanimously (3-0).

Agenda Item 6: Proposal for Information and Technology (IT) Support Services

Mr. Morin presented an updated proposal for IT support services for the water treatment plant computer system. The Board tabled consideration of this matter.

Agenda Item 7: Community Garden

Mr. Morin reported that Crossroads Utilities had completed removal of trees from the proposed Community Garden site and used a chipper to create mulch. He also reported that Crossroads would move dirt and rocks on the site later in the week. He noted that one of the fences around the property was in very poor shape and needed to be replaced.

The Board directed legal counsel to work with Director Despres to prepare a draft lease agreement for use of the site as a community garden.

Agenda Item 8: Regulatory Compliance Matters

The Board had no discussion regarding this matter.

Agenda Item 9: Engineering and Construction Matters

Abraham Van Vleck presented the monthly engineering report describing the status of pending construction and engineering projects. A written copy of his report was included within the Board packet.

Director Despres moved that the Board approve Pay Application No. 1 for the electrical upgrades at the Raw Water Intake in the amount of \$19,566 as recommended by the District Engineer. Director Panossian seconded the motion, which carried unanimously (3-0).

Director Panossian moved that the Board approve a contract for construction of the aboveground waterline on Ski Slopes Drive to Cedar Hills Construction in the amount of \$65,305.00. Director Despres seconded the motion, which carried unanimously (3-0).

Agenda Item 10: District Website and Communication Matters

The Board briefly discussed the District's website but took no action.

Agenda Item 11: Summary of Action Items

The Board identified the following action items:

1. Legal counsel and the General Manager will continue to refine a contract for IT services, including revisions to the contract provisions that refer to the Client's employees.
2. Legal counsel would work with Director Despres to prepare a draft lease agreement relating to the use and improvement of District land as a Community Garden.
3. The regulatory compliance update will be included in the Manager's Report in future agendas.
4. The District Engineer will pick up the District Information Form and Boundary Map, and secure signatures from the Board for the pay application and award of contract approved at the meeting.

Agenda Item 15: Adjournment

At 8:45 p.m., Director Sullivan moved to adjourn the meeting. The motion was seconded by Director Sullivan and passed unanimously (5-0). The meeting adjourned at 8:45 p.m.

Secretary

Date: _____

Agenda Item 3.

Bookkeepers Report



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Travis County Water Control & Improvement District No. 18

Bookkeeper's Report

June 14, 2021

Travis County WCID No 18 - GOF
Cash Flow Report - Checking Account
 As of June 14, 2021

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/11/2021				\$4,894.95
Receipts				
	Interest Earned on Checking		0.60	
	McDonald & Wessendorff Insurance Refund		175.00	
	Interest Earned on Checking		0.64	
Total Receipts			176.24	176.24
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			0.00	0.00
BALANCE AS OF 06/14/2021				\$5,071.19

Cash Flow Report - Bookkeepers Account

As of June 14, 2021

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/11/2021				\$29,853.15
Receipts				
	Interest Earned on Checking		1.05	
	Interest Earned on Checking		0.97	
	Transfer from Texpool		208,000.00	
Total Receipts				208,002.02
Disbursements				
10808	Central Texas Refuse	Garbage Expense	(139.77)	
10809	Axxess Networks	Telephone Expense	(270.02)	
10810	TTE, LLC	Membrane Filtration Building Improvements - Pay App 1	(14,530.50)	
10811	Central Texas Refuse	Garbage Expense	(140.98)	
10812	Anna Panossian	Fees of Office 06/14/2021	(138.52)	
10813	Jennifer Sullivan	Fees of Office 06/14/2021	(138.53)	
10814	Paul Despres	Fees of Office 06/14/2021	(138.53)	
10815	3cGeo	Interactive Web Map - Map Server Hosting	(350.00)	
10816	Aqua-Tech Laboratories, Inc.	Laboratory Expense	(140.00)	
10817	Badger Meter Inc.	Meter Subscription Fees	(1,686.55)	
10818	Brenntag Southwest Inc.	Chemicals	(2,891.49)	
10819	Clark Inspection Service	Inspection	(450.00)	
10820	CMA Engineering, Inc.	Engineering Fees	(22,309.75)	
10821	Crossroads Utility Services	Operations & Maintenance	(126,635.82)	
10822	DPC Industries, Inc	Chemicals	(10.00)	
10823	DSHS Central Lab MC2004	Lab Fees	(425.49)	
10824	Ingersoll Rand Co	Air Compressor Maintenance	(1,547.09)	
10825	Maxwebs	Website Maintenance	(100.00)	
10826	McLean & Howard L.L.P.	Legal Fee	(1,996.00)	
10827	Municipal Accounts & Consulting, L.P	Bookkeeping Fees	(3,033.59)	
10828	Oliver Termite and Pest Control Inc	Quarterly Pest Control	(75.00)	
10829	Ricoh USA, Inc	Printer Fees	(355.82)	
10830	S. Kanetzky Engineering, LLC	Engineering Fee	(910.00)	
10831	Stratus Building Solutions	Cleaning	(590.00)	
10832	Texas State Comptroller	2020 Unclaimed Property	(994.87)	
10833	Wastewater Transport Services, LLC	Sludge Removal	(1,150.00)	
10834	Barry Wood	Customer Deposit Refund	(83.67)	
10835	Bartling Tab	Customer Deposit Refund	(64.91)	
10836	Bob Palomo	Customer Deposit Refund	(88.50)	
10837	Brian Ferry	Customer Deposit Refund	(6.09)	
10838	Certified Homes	Customer Deposit Refund	(159.84)	
10839	Daniel Jochnowitz	Customer Deposit Refund	(38.76)	
10840	Dona Kelly	Customer Deposit Refund	(93.54)	
10841	John Morales	Customer Deposit Refund	(87.09)	
10842	Kera Martin-Race	Customer Deposit Refund	(83.59)	
10843	Lindsey Slater	Customer Deposit Refund	(79.48)	
10844	Maxwell Moscoe	Customer Deposit Refund	(63.57)	
10845	Ross Johnson	Customer Deposit Refund	(14.62)	
10846	Said Aziz	Customer Deposit Refund	(54.01)	
10847	Trust DNC	Customer Deposit Refund	(59.74)	
ACH	AT&T U-verse	Internet Expense	(128.40)	
ACH	City of Austin Utilities	Utilities Expense	(57.86)	
ACH	Time Warner Cable	Internet	(224.14)	
ACH	AT&T	Telephone Expense	(2,475.42)	
ACH	City of Austin Utilities	Utilities Expense	(8,723.86)	

Cash Flow Report - Bookkeepers Account

As of June 14, 2021

Num	Name	Memo	Amount	Balance
Disbursements				
ACH	AT&T U-verse	Internet Expense	(112.35)	
ACH	AT&T U-verse	Internet Expense	(128.40)	
ACH	City of Austin Utilities	Utilities Expense	(52.35)	
Total Disbursements				<u>(194,028.51)</u>
BALANCE AS OF 06/14/2021				<u><u>\$43,826.66</u></u>

Travis County WCID No 18 - GOF
Cash Flow Report - Lockbox Account

As of June 14, 2021

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/11/2021				\$2,719.02
Receipts				
	Interest Earned on Checking		0.23	
	Collection MPB		55.21	
	Accounts Receivable		69,403.52	
	Accounts Receivable		752.27	
	Accounts Receivable		634.91	
	Interest Earned on Checking		0.04	
	Accounts Receivable		88,227.44	
Total Receipts			88,227.44	159,073.62
Disbursements				
AR	BBVA USA	Accounts Receivable	0.00	
AR	BBVA USA	Accounts Receivable	0.00	
AR	BBVA USA	Customer Return Item	(410.97)	
INT	BBVA USA	Bank Service Charge	(0.23)	
INT	Bluefin	Bankcard Service Fee	(644.08)	
INT	Bluefin	Bankcard Service Fee	(29.75)	
INT	BBVA USA	Bank Service Charge	(413.00)	
INT	BBVA USA	Customer Return Item (2)	(162.90)	
INT	BBVA USA	Bank Service Charge	(0.04)	
INT	Bluefin	Bankcard Service Fee	(826.97)	
INT	Bluefin	Bankcard Service Fee	(30.00)	
INT	BBVA USA	Bank Service Charge	(414.00)	
INT	Harland Clarke	Deposit Slip Order	(88.04)	
SWEEP	TexPool	Sweep to TexPool	(70,744.17)	
SWEEP	TexPool	Sweep to TexPool	(87,380.50)	
Total Disbursements			(161,144.65)	(161,144.65)
BALANCE AS OF 06/14/2021				\$647.99

Account Balances

As of June 14, 2021

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Fund: Operating					
Certificates of Deposit					
THIRD COAST BANK, SSB (XXXX4500)	06/26/2020	06/26/2021	0.75 %	240,000.00	
BANCORPSOUTH (XXXX7786)	07/16/2020	07/16/2021	0.70 %	240,000.00	
TEXAS CAPITAL BANK (XXXX0465)	10/20/2020	07/18/2021	0.25 %	240,000.00	
FRONTIER BANK (XXXX1911)	08/09/2020	08/09/2021	0.75 %	240,000.00	
TEXAS FIRST BANK (XXXX6561)	09/02/2020	09/02/2021	0.45 %	240,000.00	
PLAINS STATE BANK (XXXX9061)	10/15/2020	10/15/2021	0.35 %	240,000.00	
SPIRIT OF TEXAS BANK (XXXX3827)	10/29/2020	10/29/2021	0.55 %	240,000.00	
VERITEX COMMUNITY BANK (XXXX4040)	10/30/2020	10/30/2021	0.40 %	240,000.00	
LONE STAR CAPITAL (XXXX422)	11/14/2020	11/14/2021	0.90 %	240,000.00	
TEXAS REGIONAL BANK (XXXX3048)	12/25/2020	12/28/2021	0.35 %	240,000.00	
SOUTH STAR BANK (XXXX0052)	02/26/2021	02/26/2022	0.25 %	240,000.00	
INDEPENDENT BANK (XXXX5714)	03/04/2021	03/04/2022	0.30 %	240,000.00	
ALLEGIANCE BANK (XXXX9578)	03/09/2021	03/09/2022	0.20 %	240,000.00	
UNITY NATIONAL BANK (XXXX4480)	03/09/2021	03/09/2022	0.25 %	240,000.00	
WALLIS BANK (XXXX1471)	03/09/2021	03/09/2022	0.25 %	240,000.00	
PIONEER BANK (XXXX3364)	03/16/2021	03/16/2022	0.29 %	240,000.00	
Money Market Funds					
TEXPOOL (XXXX0007)	05/31/2013		0.01 %	2,796,105.69	Tax
FIRST CITIZENS BANK (XXXX4659)	11/07/2013		0.26 %	787,533.60	
Checking Account(s)					
BBVA USA-CHECKING (XXXX1999)			0.10 %	647.99	Lockbox
FIRST CITIZENS BANK-CKING (XXXX4616)			0.01 %	5,071.19	Checking Account
FIRST CITIZENS BANK-CKING (XXXX4624)			0.01 %	43,826.66	Bookkeepers
Totals for Operating Fund:				\$7,473,185.13	
Grand total for Travis County Water Control & Improvement District No. 18:				\$7,473,185.13	

Travis County WCID No 18 - GOF
Actual vs. Budget Comparison

April 2021

		April 2021			October 2020 - April 2021			Annual
		Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	Budget
Revenues								
14110	Water - Customer Service Revenue	57,875	45,639	12,236	445,770	384,743	61,027	760,000
14112	Out of District Fees	13,836	4,167	9,669	49,140	29,167	19,973	50,000
14140	Connection Fees	195	375	(180)	1,640	2,625	(985)	4,500
14150	Tap Connections	0	0	0	6,497	6,497	0	10,000
14220	Inspection Fees	0	333	(333)	4,020	2,333	1,687	4,000
14310	Penalties & Interest	1,285	1,083	202	1,565	7,583	(6,018)	13,000
14330	Miscellaneous Income	0	0	0	0	0	0	100
14340	TCEQ Revenue	0	0	0	0	0	0	5,000
14350	Property Taxes	3,801	1,258	2,543	599,922	574,064	25,858	580,851
14360	Property Tax Penalties	402	121	281	2,115	1,465	650	2,000
14370	Interest Earned on Temp. Invest	207	4,934	(4,727)	36,101	57,428	(21,327)	75,000
14380	Interest Earned on Checking	3	2	1	119	12	108	20
Total Revenues		77,603	57,912	19,691	1,146,889	1,065,917	80,972	1,504,471
Expenditures								
16105	Management Services	32,300	33,333	(1,033)	228,510	233,333	(4,823)	400,000
16120	Bulk Water Purchases	12,483	12,052	431	90,343	89,553	790	165,000
16130	Water Plant/System Maintenance	28,650	33,333	(4,683)	185,893	233,333	(47,440)	400,000
16132	Preventative Maintenance	0	4,167	(4,167)	16,976	29,167	(12,190)	50,000
16135	Winter Storm 2021 - Maintenance	0	0	0	6,156	0	6,156	0
16140	Chemicals - Water	5,001	5,000	1	29,182	35,000	(5,818)	60,000
16150	Laboratory Expense - Water	354	833	(479)	2,598	5,833	(3,235)	10,000
16160	Utilities	7,979	9,257	(1,278)	62,984	73,769	(10,785)	135,000
16210	Inspection Expense	1,100	542	558	3,927	3,792	135	6,500
16260	Sludge Removal	1,150	3,333	(2,183)	8,896	23,333	(14,437)	40,000
16312	Meter Replacement	4,588	0	4,588	1,048,611	1,017,250	31,361	1,017,250
16315	Meter Subscription Fees	1,685	1,684	1	5,014	5,015	(1)	10,200
16320	Tax Assessor/Appraisal Fees	0	0	0	4,845	5,153	(308)	6,500
16330	Legal Fees	1,996	3,750	(1,754)	14,805	26,250	(11,445)	45,000
16340	Auditing Fees	0	0	0	12,000	12,250	(250)	12,250
16350	Engineering Fees	2,175	12,500	(10,325)	23,456	87,500	(64,044)	150,000
16360	Cleaning Fees	971	375	596	3,217	2,625	592	4,500
16370	Election Expense	0	0	0	0	0	0	3,500
16380	Permit Expense	0	0	0	4,569	4,570	(1)	7,000
16390	Telephone Expense	3,924	2,500	1,424	23,350	17,500	5,850	30,000
16410	Map Serv Hosting & Website Exp	450	875	(425)	3,150	6,125	(2,975)	10,500
16420	Garbage Expense	140	167	(27)	945	1,167	(221)	2,000
16430	Bookkeeping Fees	4,188	3,750	438	26,617	27,250	(633)	45,000
16455	SB 622 Legal Notices & Other	0	0	0	1,685	0	1,685	4,000
16460	Printing & Office Supplies	351	1,250	(899)	3,164	8,750	(5,586)	15,000
16470	Filing Fees	0	8	(8)	0	58	(58)	100
16480	Delivery Expense	31	125	(94)	57	875	(818)	1,500
16510	TCEQ Fees	0	0	0	0	0	0	5,000
16520	Postage	76	250	(174)	1,009	1,750	(741)	3,000
16530	Insurance & Surety Bond	175	175	0	15,398	15,675	(277)	20,000
16540	Travel Expense	39	83	(44)	99	583	(484)	1,000
16560	Miscellaneous Expense	237	333	(97)	2,127	2,333	(206)	4,000
16590	Bank Service Charges	1,087	1,298	(211)	8,585	2,301	6,284	9,600
16600	Payroll Expenses	484	542	(57)	3,068	3,792	(724)	6,500
16605	Water Line Ski Slopes	1,754	1,754	0	5,626	5,627	0	85,000
16610	Intake Electrical Upgrades	1,820	1,820	0	5,901	5,900	1	98,700
16615	Membrane Building Improvement	0	0	0	16,145	16,145	0	178,160

Travis County WCID No 18 - GOF
Actual vs. Budget Comparison

April 2021

	April 2021			October 2020 - April 2021			Annual Budget
	Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	
Expenditures							
16616 Water Treatment Plant Cntrl Sys	0	0	0	3,898	0	3,898	0
16617 Tumbleweed Trl WL Relocate	0	0	0	0	0	0	25,000
17100 Capital Outlay	7,388	7,388	0	128,236	128,236	0	450,000
Total Expenditures	122,575	142,477	(19,903)	2,001,044	2,131,793	(130,749)	3,516,760
Other Revenues							
15950 Assigned Operating Surplus	0	0	0	0	0	0	2,012,289
Total Other Revenues	0	0	0	0	0	0	2,012,289
Excess Revenues (Expenditures)	(\$44,971)	(\$84,565)	\$39,594	(\$854,155)	(\$1,065,876)	\$211,721	\$0

Travis County WCID No 18 - GOF

Trend

February through April 2020

	<u>Feb 20</u>	<u>Mar 20</u>	<u>Apr 20</u>	<u>TOTAL</u>
Ordinary Income/Expense				
Income				
14110 · Water - Customer Service Revenue	43,909	46,824	54,695	145,428
14112 · Out of District Fees	4,388	4,438	4,443	13,268
14140 · Connection Fees	290	285	270	845
14150 · Tap Connections	0	0	0	0
14220 · Inspection Fees	60	0	0	60
14310 · Penalties & Interest	1,014	140	0	1,154
14330 · Miscellaneous Income	0	0	1,023	1,023
14350 · Property Taxes	30,513	3,371	1,280	35,164
14360 · Property Tax Penalties	562	246	154	962
14370 · Interest Earned on Temp. Invest	17,957	16,911	7,915	42,783
14380 · Interest Earned on Checking	1	1	3	5
14950 · Transfer From Construction	549,415	0	0	549,415
Total Income	<u>648,109</u>	<u>72,216</u>	<u>69,781</u>	<u>790,107</u>
Gross Profit	648,109	72,216	69,781	790,107
Expense				
16105 · Management Services	32,300	32,425	32,746	97,471
16120 · Bulk Water Purchases	12,240	11,450	12,045	35,735
16130 · Water Plant/System Maintenance	33,873	31,782	52,681	118,337
16132 · Preventative Maintenance	0	1,509	0	1,509
16140 · Chemicals - Water	10	1,175	1,543	2,728
16150 · Laboratory Expense - Water	126	924	393	1,443
16160 · Utilities	8,003	8,502	8,287	24,792
16210 · Inspection Expense	0	700	550	1,250
16260 · Sludge Removal	1,725	1,150	2,300	5,175
16312 · Meter Replacement	525	450	411	1,386
16320 · Tax Assessor/Appraisal Fees	0	640	0	640
16330 · Legal Fees	2,610	1,712	1,860	6,182
16340 · Auditing Fees	3,750	0	0	3,750
16350 · Engineering Fees	2,750	5,143	1,038	8,930
16360 · Cleaning Fees	362	295	295	952
16390 · Telephone Expense	2,240	2,773	2,571	7,584
16410 · Map Serv Hosting & Website Exp	450	450	450	1,350
16420 · Garbage Expense	115	115	115	344
16430 · Bookkeeping Fees	3,100	2,889	3,806	9,796
16455 · SB 622 Legal Notices & Other	0	0	0	0
16460 · Printing & Office Supplies	806	335	328	1,469
16470 · Filing Fees	0	0	0	0
16480 · Delivery Expense	115	62	36	213
16520 · Postage	311	33	3	347
16540 · Travel Expense	55	58	75	187
16560 · Miscellaneous Expense	265	109	196	569
16590 · Bank Service Charges	127	73	683	883
16600 · Payroll Expenses	323	323	323	969
16601 · Woodlake GST Storage Tank Repla	9,500	19,415	73,089	102,004
16605 · Water Line Ski Slopes	553	0	0	553
16610 · Intake Electrical Upgrades	1,615	1,688	2,423	5,725
16616 · Water Treatment Plant Cntrl Sys	1,985	6,725	5,880	14,590
17100 · Capital Outlay	71,798	9,084	0	80,882
Total Expense	<u>191,631</u>	<u>141,988</u>	<u>204,125</u>	<u>537,744</u>
Net Ordinary Income	<u>456,478</u>	<u>-69,772</u>	<u>-134,344</u>	<u>252,362</u>
Net Income	<u>456,478</u>	<u>-69,772</u>	<u>-134,344</u>	<u>252,362</u>

Balance Sheet

As of April 30, 2021

Apr 30, 21

ASSETS

Current Assets

Checking/Savings

11100 · Cash in Bank	4,896
11260 · Bookkeepers	(2,617)
11270 · Lockbox	1,571

Total Checking/Savings	3,850
------------------------	-------

Other Current Assets

11300 · Time Deposits	7,679,132
11500 · Accounts Receivable	77,662
11520 · Maintenance Tax Receivable	51,017
11521 · Penalty & Interest Receivable	15,445
11580 · Accrued Interest	29,507
11760 · Due From Operator	1,180

Total Other Current Assets	7,853,943
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Total Current Assets	7,857,792
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TOTAL ASSETS

7,857,792

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

12000 · Accounts Payable	237,778
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Total Accounts Payable	237,778
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Other Current Liabilities

12100 · Payroll Liabilities	69
12610 · Customer Meter Deposits	224,512
12770 · Unclaimed Property	2,643
12780 · Deferred Inflows Property Tax	51,017
12781 · Deferred Penalty & Interest	15,445
12790 · Due to TCEQ	1,231
12795 · Retainage Payable	105,428

Total Other Current Liabilities	400,345
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Total Current Liabilities	638,123
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Total Liabilities	638,123
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Equity

13010 · Unassigned Fund Balance	8,073,825
Net Income	(854,155)

Total Equity	7,219,670
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TOTAL LIABILITIES & EQUITY

7,857,792

**TRAVIS COUNTY W.C.I.D. #18
ANALYSIS OF TAXES COLLECTED FYE 09/30/21**

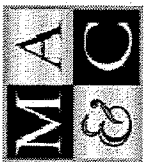
TAX YEARS	TAX YEAR 2020		TAX YEAR 2019	
	MT 100.00%	TOTAL 2020	MT 100.00%	TOTAL 2019
PRIOR YEAR	0.00	0.00	6,026.99	6,026.99
TAX LEVY	616,615.62	616,615.62	0.00	0.00
COLLECTIONS				
OCT 20				
TAXES	0.00	0.00	968.99	968.99
PENALTY	0.00	0.00	199.71	199.71
NOV 20				
TAXES	6,915.73	6,915.73	154.73	154.73
PENALTY	0.16	0.16	30.50	30.50
DEC 20				
TAXES	347,172.71	347,172.71	242.81	242.81
PENALTY	10.79	10.79	47.83	47.83
JAN 21				
TAXES	202,595.30	202,595.30	155.31	155.31
PENALTY	62.53	62.53	45.16	45.16
FEB 21				
TAXES	29,684.88	29,684.88	413.63	413.63
PENALTY	316.49	316.49	90.70	90.70
MAR 21				
TAXES	7,010.57	7,010.57	322.98	322.98
PENALTY	505.77	505.77	86.53	86.53
APR 21				
TAXES	3,631.58	3,631.58	137.17	137.17
PENALTY	350.78	350.78	36.56	36.56
MAY 21				
TAXES	2,874.50	2,874.50	568.09	568.09
PENALTY	239.64	239.64	158.80	158.80
JUNE 21				
TAXES	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00
JULY 21				
TAXES	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00
AUG 21				
TAXES	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00
SEPT 21				
TAXES	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00
TOTALS	601,371.43	601,371.43	3,659.50	3,659.50
TAXES	599,885.27	599,885.27	2,963.71	2,963.71
PENALTY	1,486.16	1,486.16	695.79	695.79
TOTALS	601,371.43	601,371.43	3,659.50	3,659.50
ADJUSTMENTS	(3,456.34)	(3,456.34)	(46.18)	(46.18)
TAX REC @ 05/31/21	13,274.01	97.84% 13,274.01	3,017.10	3,017.10
TAX RATES	0.0750	0.0750	0.0750	0.0750

**TRAVIS COUNTY W.C.I.D. #18
ANALYSIS OF TAXES COLLECTED FYE 09/30/21**

TAX YEARS	TOTAL DEBT SERV	TOTAL MAINT	GRAND TOTAL
PRIOR YEAR			37,688.24
TAX LEVY			0.00
COLLECTIONS:			
OCT 20			
TAXES	0.00	1,076.40	1,076.40
PENALTY	0.00	235.16	235.16
	0.00	1,311.56	1,311.56
NOV 20			
TAXES	0.00	7,177.07	7,177.07
PENALTY	0.00	66.91	66.91
	0.00	7,243.98	7,243.98
DEC 20			
TAXES	0.00	347,517.34	347,517.34
PENALTY	0.00	71.91	71.91
	0.00	347,589.25	347,589.25
JAN 21			
TAXES	0.00	202,796.48	202,796.48
PENALTY	0.00	125.99	125.99
	0.00	202,922.47	202,922.47
FEB 21			
TAXES	16.18	30,146.56	30,162.74
PENALTY	31.23	457.45	488.68
	47.41	30,604.01	30,651.42
MAR 21			
TAXES	30.19	7,360.16	7,390.35
PENALTY	58.58	665.63	724.21
	88.77	8,025.79	8,114.56
APR 21			
TAXES	0.00	3,801.19	3,801.19
PENALTY	0.00	401.86	401.86
	0.00	4,203.05	4,203.05
MAY 21			
TAXES	5,567.52	9,860.37	15,427.89
PENALTY	8,552.86	7,947.25	16,500.11
	14,120.38	17,807.62	31,928.00
JUNE 21			
TAXES	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00
	0.00	0.00	0.00
JULY 21			
TAXES	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00
	0.00	0.00	0.00
AUG 21			
TAXES	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00
	0.00	0.00	0.00
SEPT 21			
TAXES	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00
	0.00	0.00	0.00
TOTALS			
TAXES	5,613.89	609,735.57	615,349.46
PENALTY	8,642.67	9,972.16	18,614.83
TOTALS	14,256.56	619,707.73	633,964.29
ADJUSTMENTS	0.00	(3,322.52)	(3,322.52)
TAX REC @ 05/31/21	9,781.93	25,849.95	35,631.88

Travis County Water Control & Improvement District No. 18
Cash Flow Forecast

	<u>Sep-21</u>	<u>Sep-22</u>	<u>Sep-23</u>	<u>Sep-24</u>	<u>Sep-25</u>
Assessed Value	\$790,273,771	\$790,273,771	\$790,273,771	\$790,273,771	\$790,273,771
Maintenance Tax Rate	\$0.0750	\$0.0750	\$0.0750	\$0.0750	\$0.0750
Maintenance Tax	\$580,851	\$580,851	\$580,851	\$580,851	\$580,851
% Change in Water Rate	3.00%	3.00%	3.00%	3.00%	3.00%
% Change in Expenses	5.00%	5.00%	5.00%	5.00%	5.00%
Beginning Cash Balance	\$8,302,323	\$6,290,034	\$6,076,431	\$5,804,079	\$5,469,469
<u>Revenues</u>					
Maintenance Tax	\$580,851	\$580,851	\$580,851	\$580,851	\$580,851
Water- Customer Service Revenue	\$760,000	\$782,800	\$806,284	\$830,473	\$855,387
Out of District Fees	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275
Interest Earnings	\$75,020	\$77,271	\$79,589	\$81,976	\$84,436
Additional Revenue	\$38,600	\$39,758	\$40,951	\$42,179	\$43,444
	\$1,504,471	\$1,532,180	\$1,560,719	\$1,590,115	\$1,620,393
<u>Expenses</u>					
Water Purchase	\$165,000	\$173,250	\$181,913	\$191,008	\$200,559
Water Plant/System Maintenance	\$400,000	\$420,000	\$441,000	\$463,050	\$486,203
Preventative Maintenance	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775
Additional Expenses	\$1,047,650	\$1,100,033	\$1,155,034	\$1,212,786	\$1,273,425
	\$1,662,650	\$1,745,783	\$1,833,072	\$1,924,725	\$2,020,961
Net Surplus	(\$158,179)	(\$213,603)	(\$272,352)	(\$334,610)	(\$400,568)
<u>Other Revenues/Expenses</u>					
Meter Replacement	\$1,017,250	\$0	\$0	\$0	\$0
Capital Outlay	\$836,860	\$0	\$0	\$0	\$0
	\$1,854,110	\$0	\$0	\$0	\$0
Ending Cash Balance	\$6,290,034	\$6,076,431	\$5,804,079	\$5,469,469	\$5,068,901
Operating Reserve % of Exp <i>(Ideal is at least 100%)</i>	341.29%	348.06%	316.63%	284.17%	250.82%



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Travis County Water Control & Improvement District No. 18 Quarterly Investment Inventory Report Period Ending March 31, 2021

BOARD OF DIRECTORS
Travis County Water Control & Improvement District No. 18

Attached is the Quarterly Investment Inventory Report for the Period ending March 31, 2021.

This report and the District's investment portfolio are in compliance with the investment strategies expressed in the District's investment policy, and the Public Funds Investment Act.

I, hereby certify that, pursuant to Senate Bill 253, and in connection with the preparation of the investment report, I have reviewed the divestment lists prepared and maintained by the Texas Comptroller of Public Accounts, and the District does not own direct or indirect holdings in any companies identified on such lists.

Mark M. Burton
(Investment Officer)

Ghia Lewis
(Investment Officer)

Travis County Water Control & Improvement District No. 18

COMPLIANCE TRAINING

HB 675 states the Investment Officer must attend at least one training seminar for (6) six hours Within twelve months of taking office and requires at least (4) four hours training within each (2) two year period thereafter.

INVESTMENT OFFICERS

Mark M. Burton

Ghia Lewis

CURRENT TRAINING

November 5, 2011 (Texpool Academy 10 Hours)
November 5, 2013 (Texpool Academy 10 Hours)
November 27, 2015 (Texpool Academy 10 Hours)
December 26, 2017 (Texpool Academy 10 Hours)
January 9, 2020 (TexPool Academy 12 Hours)
October 25, 2011 (Texpool Academy 10 Hours)
November 7, 2013 (Texpool Academy 10 Hours)
November 5, 2015 (Texpool Academy 10 Hours)
November 6, 2017 (Texpool Academy 10 Hours)
November 5, 2019 (Texpool Academy 10 Hours)

Travis County Water Control & Improvement District No. 18
Summary of Money Market Funds
 01/01/2021 - 03/31/2021

Fund: Operating		Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
Financial Institution: FIRST CITIZENS BANK						
Account Number: XXXX4659 Date Opened: 11/07/2013 Current Interest Rate: 0.26%						
Date	Description					
01/01/2021		786,860.73				
01/31/2021					0.00	
02/28/2021					0.00	
03/08/2021	INTEREST ADJUSTMENT - FCB				156.95	
03/31/2021					173.80	
Totals for Account XXXX4659:		\$786,860.73			\$330.75	\$787,191.48

Financial Institution: TEXPOOL		Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
Account Number: XXXX0007 Date Opened: 05/31/2013 Current Interest Rate: 0.02%						
Date	Description					
01/01/2021		4,387,422.12				
01/11/2021	TRF TO BOOKKEEPERS			(16,495.72)		
01/28/2021	TAX COLLECTIONS 01/21 DIT		36,277.69			
01/31/2021					299.82	
01/31/2021	TAX COLLECTIONS 01/21		166,644.78			
01/31/2021	SWEEP FROM COMPASS		79,074.31			
02/08/2021	TFR TO BOOKKEEPERS			(102,374.44)		
02/10/2021	TFR TO BOOKKEEPERS			(118,000.00)		
02/28/2021					152.33	
02/28/2021	SWEEP FROM COMPASS		62,920.82			
02/28/2021	TAX COLLECTIONS 02/21		29,537.59			
02/28/2021	TAX COLLECTIONS 02/21 DIT		1,113.83			
03/01/2021	SSTAR CDXXXX0052 INTEREST		3,627.87			
03/04/2021	IND CDXXXX5714 INTEREST		3,977.80			
03/08/2021	TFR TO BOOKKEEPERS			(115,000.00)		
03/09/2021	WT TO WALLIS CD XXXX1471			(240,000.00)		
03/09/2021	WT TO ALLEG CD XXXX9578			(240,000.00)		
03/09/2021	WT TO UNITY CD XXXX4480			(240,000.00)		
03/16/2021	PIONEER CDXXXX3364 INTEREST		3,600.03			
03/31/2021					63.34	

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/AM/Accounts: Balance = Book Value = Current Market

Travis County Water Control & Improvement District No. 18
Summary of Money Market Funds
 01/01/2021 - 03/31/2021

Fund: Operating	Financial Institution: TEXPOOL	Date Opened: 05/31/2013	Current Interest Rate: 0.02%	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
	Account Number: XXXX0007			03/31/2021 TAX COLLECTIONS 03/21	\$4,387,422.12	\$451,183.59	(\$1,071,870.16)	\$515.49	\$3,767,251.04
Totals for Account XXXX0007:					\$5,174,282.85	\$451,183.59	(\$1,071,870.16)	\$846.24	\$4,554,442.52
Totals for Operating Fund:									

Methods Used For Reporting Market Values

Certificates of Deposits: Piece Value Plus Accrued Interest
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/ADM Accounts: Balance = Book Value = Current Market

Travis County Water Control & Improvement District No. 18
Summary of Certificates of Deposit with Money Market
 01/01/2021 - 03/31/2021

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Operating															
Certificates of Deposit															
ALLEGIANCE BANK	XXXXX9578	03/09/21	03/09/22	0.00	240,000.00	0.00	0.00	0.00	240,000.00	0.20%	0.00	0.00	0.00	0.00	28.93
	WT FROM TXPL XXXX0007														
BANCORPSOUTH	XXXXX7786	07/16/20	07/16/21	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.70%	777.86	0.00	0.00	0.00	1,187.51
	Rolled over FROM CD XXXX4986														
BUSINESS BANK OF TX, NA	XXXXX422	11/14/20	11/14/21	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.90%	284.05	0.00	0.00	0.00	810.74
FRONTIER BANK	XXXXX1911	08/09/20	08/09/21	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.75%	715.07	0.00	0.00	0.00	1,153.97
INDEPENDENT BANK	XXXXX5714	03/04/20	03/03/21	240,000.00	0.00	0.00	0.00	240,000.00	0.00	1.65%	3,287.34	3,977.80	0.00	3,977.80	0.00
INDEPENDENT BANK	XXXXX5714	03/04/21	03/04/22	0.00	0.00	240,000.00	0.00	0.00	240,000.00	0.30%	0.00	0.00	0.00	0.00	53.26
PIONEER BANK	XXXXX3364	03/15/20	03/15/21	240,000.00	0.00	0.00	0.00	240,000.00	0.00	1.48%	2,841.60	3,600.03	0.00	3,600.03	0.00
	Rolled over FROM CD XXXX8934														
PIONEER BANK	XXXXX3364	03/16/21	03/16/22	0.00	0.00	240,000.00	0.00	0.00	240,000.00	0.29%	0.00	0.00	0.00	0.00	28.60
PLAIN STATE BANK	XXXXX9061	10/15/20	10/15/21	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.35%	179.51	0.00	0.00	0.00	384.33
SOUTH STAR BANK	XXXXX0052	02/25/20	02/25/21	240,000.00	0.00	0.00	0.00	240,000.00	0.00	1.75%	3,578.63	3,627.87	0.00	3,627.87	0.00
SOUTH STAR BANK	XXXXX0052	02/26/21	02/26/22	0.00	0.00	240,000.00	0.00	0.00	240,000.00	0.25%	0.00	0.00	0.00	0.00	54.25
SPIRIT OF TEXAS BANK	XXXXX3827	10/29/20	10/29/21	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.55%	231.45	0.00	0.00	0.00	553.31
TEXAS CAPITAL BANK	XXXXX0465	10/20/20	07/18/21	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.25%	120.00	0.00	0.00	0.00	266.30
	WT FROM TXPL XXXX0007														
TEXAS FIRST BANK	XXXXX6561	09/02/20	09/02/21	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.45%	358.03	0.00	0.00	0.00	621.37
	Rolled over FROM CD XXXX7532														
TEXAS REGIONAL BANK	XXXXX3048	12/25/20	12/28/21	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.35%	16.11	0.00	0.00	0.00	220.93
	Rolled over FROM CD XXXX0457														
THIRD COAST BANK, SSB	XXXXX4500	06/26/20	06/26/21	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.75%	952.05	0.00	0.00	0.00	1,370.96
	Rolled over FROM CD XXXX1098														
UNITY NATIONAL BANK	XXXXX4480	03/09/21	03/09/22	0.00	240,000.00	0.00	0.00	0.00	240,000.00	0.25%	0.00	0.00	0.00	0.00	36.16
	WT FROM TXPL XXXX0007														
VERITEX COMMUNITY BANK	XXXXX4040	10/30/20	10/30/21	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.40%	165.70	0.00	0.00	0.00	399.78
WALLIS BANK	XXXXX1471	03/09/21	03/09/22	0.00	240,000.00	0.00	0.00	0.00	240,000.00	0.25%	0.00	0.00	0.00	0.00	36.16

Methods Used For Reporting Market Values

Face Value Plus Accrued Interest
 Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Balance = Book Value = Current Market

Travis County Water Control & Improvement District No. 18

Detail of Pledged Securities

01/01/2021 - 03/31/2021

Financial Institution: FIRST CITIZENS BANK		Par Value:	106,941.00	Maturity Date:	11/15/2043	Pledged:	11/12/2018	Released:	Amount Released:
Security: FHLMC CUSIP: 3137BSDS9		Date	Value						
		01/31/2021	68,967.11						
		02/28/2021	64,796.29						
		03/31/2021	62,726.99						
Security: FHLMC CUSIP: 3137FRSN2		Par Value:	32,000.00	Maturity Date:	03/25/2048	Pledged:	03/01/2020	Released:	Amount Released:
		Date	Value						
		01/31/2021	158,432.30						
		02/28/2021	130,871.09						
		03/31/2021	117,375.35						
Security: FHLMC CUSIP: 31418DFM9		Par Value:	606,414.00	Maturity Date:	09/01/2039	Pledged:	11/02/2019	Released:	Amount Released:
		Date	Value						
		01/31/2021	720,381.46						
		02/28/2021	700,173.29						
		03/31/2021	631,862.23						
Security: FNMA CUSIP: 3128HVFL8		Par Value:	5,781,454.00	Maturity Date:	08/01/2035	Pledged:	06/26/2018	Released:	Amount Released:
		Date	Value						
		01/31/2021	256,770.62						
		02/28/2021	241,004.14						
		03/31/2021	234,236.47						
Security: FNMA CUSIP: 3137BDDP5		Par Value:	154,590.00	Maturity Date:	05/15/2041	Pledged:	06/21/2018	Released:	Amount Released:
		Date	Value						
		01/31/2021	34,046.30						
		02/28/2021	23,228.06						
		03/31/2021	18,031.49						

Methods Used For Reporting Market Values

Certificates of Deposit: Face Value Plus Accrued Interest
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/AMF Accounts: Balance = Book Value = Current Market

Agenda Item 5.

Operation Report



GENERAL MANAGER'S REPORT

**TRAVIS COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT # 18
Board of Directors Meeting**



June 14, 2021

June 14, 2021

- 1) The water loss for the time period from March 4 to April 6 is a very small gain of 0.08%. This comes after last month's large gain. I did have the master meter calibrated again and it came out testing good. No action is needed here but we will continue to monitor.
- 2) The intake power has been converted and our contractor has started work to install the District's new VFD's.
- 3) The District office is still staffed and the lobby has open. Crossroads is still handling most administration work from our employee's homes. Field operations is running as normal as possible. Crossroads has softened its rules for employees in regards to masks and gatherings. We are still asking for only one customer in the lobby at a time.
- 4) The new chemical room construction project is back underway. The slab has been poured. Construction on the structure should begin shortly.
- 5) We have begun charging penalties and performing cut-offs like we used to. We still have a three accounts cut off.
- 6) Work has begun on the Community Garden site. The site has been cleared and leveled. Rocks have been piled so the community can use them as they wish. I should have at least one fence bid in time for the meeting on Monday.
- 7) The Pall modules have been received as we prepare to replace one rack (of three). These will be installed the week of the Board meeting.
- 8) We noticed the decant line at the water plant is leaking. We currently assessing the problem and should make repairs soon.

Travis County Water Control & Improvement District #18 Operations Report

For the Month of April 2021

GENERAL INFORMATION

Occupied Single Family Connections	<u>1845</u>	x 3 =	<u>5535</u>	Estimated Population
Vacant Single Family Connections	<u>123</u>			
Builder	<u>5</u>			
Vacant Builder	<u>1</u>			
Commercial Connections	<u>12</u>			
Vacant Commercial Connections	<u>1</u>			
District Meters	<u>2</u>			
Vacant District Meters	<u>0</u>			
Fire Hydrant	<u>1</u>			
Vacant Fire Hydrant	<u>1</u>			
Irrigation	<u>6</u>			
 TOTAL CONNECTIONS	 <u>1997</u>			

BACTERIOLOGICAL ANALYSES

7 Water samples taken on 04/13/21 All bacterial samples were satisfactory

WATER ACCOUNTING

Pumped Through Finished WTP Meter				
from <u>03/05/21</u> to <u>04/06/21</u>			<u>16,018,000</u>	Gallons
System Flushing				
from <u>03/05/21</u> to <u>04/06/21</u>			<u>11,500</u>	Gallons
Total Gallons Billed				
from <u>03/05/21</u> to <u>04/06/21</u>			<u>16,019,000</u>	Gallons
Total Adjustments To Billing				
from <u>03/05/21</u> to <u>04/06/21</u>			<u>0</u>	Gallons
Gallons gain/loss			<u>12,500</u>	Gallons
Percentage gain/loss			<u>0.08%</u>	

**TRAVIS COUNTY
WATER CONTROL AND IMPROVEMENT DISTRICT #18 ACCOUNTABILITY
(BY FISCAL YEAR)**

DATE FROM	DATE TO	FINISHED METER	BILLED TO CUSTOMERS	BILLING ADJUSTMENTS	SYSTEM FLUSHING	GALLONS UNACCOUNTED	PERCENT GAIN/LOSS
10/13/16	11/12/16	26,000.0	14,381.0			-11,619.0	-44.69%
11/13/16	12/12/16	18,755.0	20,401.0			1,646.0	8.78%
12/13/16	01/11/17	17,422.0	10,076.0		45.0	-7,301.0	-41.91%
01/12/17	02/10/17	14,574.0	11,310.0		65.0	-3,199.0	-21.95%
02/11/17	03/10/17	13,450.0	10,857.0		35.0	-2,558.0	-19.02%
03/11/17	04/10/17	17,812.0	14,272.0		141.0	-3,399.0	-19.08%
04/11/17	05/10/17	23,397.0	20,099.0		393.4	-2,904.6	-12.41%
05/11/17	06/09/17	20,161.0	16,835.0		196.5	-3,129.5	-15.52%
06/10/17	07/09/17	28,977.0	28,283.0	0.00	86.5	-607.5	-2.10%
07/10/17	08/08/17	35,062.0	36,265.0	0.00	-	1,203.0	3.43%
08/09/17	09/07/17	27,671.0	25,108.8	760.00	46.5	-1,755.7	-6.34%
09/08/17	10/08/17	24,406.0	23,589.5	0.0	39.0	-777.5	-3.19%
TOTALS		267,687.0	231,477.3	760.0	1,047.9	(34,401.8)	---
AVERAGE		22,307.3	19,289.8	190.0	104.8	(2,866.8)	-12.85%

10/09/17	11/08/17	20,306.0	16,516.6	-2.0	139.0	-3,652.4	-17.99%
11/09/17	12/07/17	18,439.0	16,279.6	0.0	62.5	-2,096.9	-11.37%
12/08/17	01/09/18	16,492.0	13,074.5	0.0	25.5	-3,392.0	-20.57%
01/10/18	02/08/18	13,490.0	11,299.0	0.0	42.0	-2,149.0	-15.93%
02/09/18	03/08/18	12,100.0	9,886.0	0.0	42.0	-2,172.0	-17.95%
03/09/18	04/08/18	18,372.0	14,282.0	0.0	42.0	-4,048.0	-22.03%
04/09/18	05/08/18	20,381.0	19,798.0	0.0	42.0	-541.0	-2.65%
05/09/18	06/08/18	28,044.0	24,723.0	-10.0	42.0	-3,289.0	-11.73%
06/09/18	07/10/18	31,233.0	30,455.0	-72.0	42.0	-808.0	-2.59%
07/11/18	08/07/18	31,989.0	28,429.0	0.0	42.0	-3,518.0	-11.00%
08/08/18	09/07/18	32,780.0	31,403.0	0.0	12.0	-1,365.0	-4.16%
09/08/18	10/09/18	17,181.0	13,896.0	-31.0	42.0	-3,274.0	-19.06%
TOTALS		260,807.0	230,041.7	-115.0	575.0	-30,305.3	---
AVERAGE		21,733.9	19,170.1	-9.6	47.9	-2,525.4	-11.62%

10/10/18	11/09/18	13,077.0	14,316.0	-1,789.0	42.0	-508.0	-3.88%
11/10/18	12/10/18	12,573.0	10,125.0	0.0	60.0	-2,388.0	-18.99%
12/11/18	01/09/19	11,940.0	10,885.0	-34.0	24.0	-1,065.0	-8.92%
01/10/19	02/08/19	10,702.0	9,331.0	0.0	42.0	-1,329.0	-12.42%
02/09/19	03/08/19	11,423.0	9,337.0	0.0	42.0	-2,044.0	-17.89%
03/09/19	04/09/19	17,199.0	14,594.0	-21.0	42.0	-2,584.0	-15.02%
04/10/19	05/09/19	12,315.0	11,481.0	-9.0	42.0	-801.0	-6.50%
05/10/19	06/07/19	14,347.0	17,139.0	-4,263.0	42.0	-1,429.0	-9.96%
06/08/19	07/09/19	20,359.0	18,007.0	0.0	23.0	-2,329.0	-11.44%
07/10/19	08/09/19	30,723.0	29,649.0	-5.0	30.0	-1,049.0	-3.41%
08/10/19	09/09/19	36,995.0	34,436.0	0.0	11.5	-2,547.5	-6.89%
09/10/19	10/09/19	33,255.0	34,324.0	-500.0	20.0	589.0	1.77%
TOTALS		224,908.0	213,624.0	-6,621.0	420.5	-17,484.5	---
AVERAGE		18,742.3	17,802.0	-551.8	35.0	-1,457.0	-7.77%

10/10/19	11/08/19	20,596.0	29,009.0	-10,109.0	57.0	-1,639.0	-7.96%
11/09/19	12/09/19	15,161.0	13,553.0	0.0	42.0	-1,566.0	-10.33%
12/10/19	01/09/20	14,185.0	13,019.0	-16.0	32.5	-1,149.5	-8.10%
01/10/20	02/07/20	11,356.0	10,048.0	0.0	-	-1,308.0	-11.52%
02/08/20	03/06/20	11,675.0	10,315.0	0.0	10.7	-1,349.3	-11.56%
03/07/20	04/09/20	16,074.0	13,969.0	0.0	52.0	-2,053.0	-12.77%
04/10/20	05/08/20	18,283.0	16,577.0	0.0	27.5	-1,678.5	-9.18%
05/09/20	06/04/20	16,951.0	16,567.0	0.0	11.0	-373.0	-2.20%
06/05/20	07/07/20	31,069.0	29,645.0	0.0	15.0	-1,409.0	-4.54%
07/08/20	08/05/20	33,642.0	32,075.0	0.0	12.0	-1,555.0	-4.62%
08/06/20	09/03/20	35,632.0	35,698.0	0.0	14.7	80.7	0.23%
09/04/20	10/06/20	23,798.0	22,185.0	0.0	37.0	-1,576.0	-6.62%
TOTALS		248,422.0	242,660.0	(10,125.0)	311.4	(15,575.6)	---
AVERAGE		20,701.8	20,221.7	(843.8)	26.0	(1,298.0)	-6.27%

10/07/20	11/05/20	23,909.0	22,823.0	-48.0	62.0	-1,072.0	-4.48%
11/06/20	12/04/20	19,245.0	20,241.0	-1,421.0	16.5	-408.5	-2.12%
12/05/20	01/06/21	15,720.0	14,339.8	0.0	9.0	-1,371.2	-8.72%
01/07/21	02/05/21	12,643.0	11,156.0	0.0	12.0	-1,475.0	-11.67%
02/06/21	03/04/21	12,684.0	14,685.0	0.0	-	2,001.0	15.78%
03/05/21	04/06/21	16,018.0	16,019.0	0.0	11.5	12.5	0.08%
TOTALS		100,219.0	99,263.8	(1,469.0)	111.0	(2,313.2)	---
AVERAGE		16,703.2	16,544.0	(244.8)	18.5	(385.5)	-2.31%

**TRAVIS COUNTY
WATER CONTROL & IMPROVEMENT DISTRICT #18
ACCOUNT ADJUSTMENTS
April 2021**

DATE	NAME	TOTAL ADJUSTMENT	REASON FOR ADJUSTMENT
4/6/21	ALAGIRISWAMI VENKATES	\$180.14	LEAK ADJ
4/21/21	KARNA LATA	\$87.68	LEAK ADJ
4/22/21	LINDSEY SLATER	\$92.33	LEAK ADJ
4/6/21	FIRST CAPITAL FUNDING LLC	\$32.16	LEAK ADJ
4/6/21	CARLY VAUGHN	\$136.65	LEAK ADJ
4/21/21	EDDWIN BARNHART	\$146.42	LEAK ADJ
4/6/21	LYNDSEY COBURN	\$205.77	LEAK ADJ
4/28/21	SHANNON BOURLAND	\$94.04	LEAK ADJ

WATER CONTROL & IMPROVEMENT DISTRICT #18

BACKCHARGES FOR INVOICE DATE April 2021

There are no backcharges for this period.

TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #18
CUSTOMER BILLING REPORT
March 21, 2020 Through April 20, 2021

Current Billing

Water	\$27,749.50
Base	31,373.96
TCEQ	366.58
Out of District	11,419.33
Miscellaneous	----- 2,716.53
 Total Current Billing	 \$73,625.90

Aged Receivables

30 Days	\$1,397.39
60 Days	1,916.38
90 Days	252.44
120 Days	----- 6,558.72
Billed Arrears	10,124.93
Credit Bal Fwd	----- 5,213.96
 Total Aged Receivables	 \$15,338.89

Accounts Receivables

Penalty	\$0.00
Water	24,683.91
Base	29,317.16
TCEQ	304.03
Out of District	11,281.58
Deposit	1,100.00
Miscellaneous	----- 165.00
 Total Accounts Receivables	 \$66,851.68

Deposit Recap

Balance As Of	03/21/21	\$224,812.00
Collections		1,200.00
Deposits Applied		----- -1,600.00
 Balance As Of	 04/20/21	 \$224,412.00

**TRAVIS COUNTY
WATER CONTROL & IMPROVEMENT DISTRICT #18
Water Report
April 2021**

Monthly Operating Report

Month	Average Daily Flow	Maximum Daily Flow	Date Max Flow Occurred
March	0.513	0.695	3/20/21
April	0.642	0.911	4/25/21

Total Monthly Water Flow

Month	2017	2018	2019	2020	2021
January		16,438.0	11,605.0	12,754.0	12,982.0
February	13,726.0	11,890.0	11,133.0	11,937.0	13,395.0
March	16,473.0	16,989.0	14,736.0	14,601.0	15,900.0
April	20,283.0	20,579.0	14,892.0	15,863.0	19,263.0
May	22,948.0	24,808.0	13,528.0	20,260.0	
June	25,334.0	30,155.0	18,013.0	27,077.0	
July	35,797.0	32,608.0	26,820.0	34,914.0	
August	29,393.0	36,067.0	36,167.0	38,769.0	
September	25,383.0	17,702.0	34,833.0	21,372.0	
October	20,366.0	14,247.0	25,712.0	25,100.0	
November	19,422.0	12,162.0	14,927.0	20,944.0	
December	15,771.0	12,207.0	14,490.0	15,119.0	
Yearly Total	244,896.0	245,852.0	236,856.0	258,710.0	61,540.0

Bacteriological Report

7 Water sample taken on 03/25, 03/30 All bacterial samples were satisfactory.

7 Water sample taken on 4/13/2021 All bacterial samples were satisfactory.

Chlorine Residual

	March	April
Average	1.7	1.8
Maximum	2.6	2.7
Minimum (0.5)	0.7	0.9

TRAVIS COUNTY
WATER CONTROL & IMPROVEMENT DISTRICT #18
Water Usage Analysis

Billing Period	Residential (gallons)	Total Connect	Commercial (gallons)	Total Connect	District (gallons)	Total Connect	Fire Hydrant (gallons)	Total Connect	Monthly Totals					
									# Res Conn	# of Occupied	Average Usage	Letters	Terms	
July 17	27,145,000	1,811	1,129,000	52	9,000	4		4	28,283,000	1,811	1,782	15.0	-	-
August 17	35,342,000	1,811	921,000	52	2,000	4		4	36,265,000	1,811	1,781	19.5	-	-
September 17	24,197,800	1,811	911,000	52	0	4		4	25,108,800	1,811	1,781	13.4	-	-
Cumulative Total	86,684,800		2,961,000		11,000		-		89,656,800					
October 17	22,652,500	1,811	936,000	52	1,000	4		4	23,589,500	1,811	1,781	12.5	-	-
November 2017	15,785,600	1,810	728,000	52	3,000	3		3	16,516,600	1,810	1,782	8.7	149	9
December 2017	15,683,600	1,809	592,000	52	4,000	2		2	16,279,600	1,809	1,778	8.7	88	2
January 2018	12,531,000	1,809	493,000	51	50,000	2		2	13,074,000	1,809	1,779	6.9	107	0
February 2018	10,897,000	1,810	401,000	51	1,000	2		2	11,299,000	1,810	1,778	6.0	81	0
March 2018	9,515,000	1,808	369,000	51	2,000	2		2	9,886,000	1,808	1,785	5.3	80	7
April 2018	13,741,000	1,809	540,000	51	1,000	2		2	14,282,000	1,809	1,781	7.6	46	10
May 2018	19,004,000	1,808	793,000	51	1,000	3		3	19,798,000	1,808	1,790	10.5	57	2
June 2018	23,940,000	1,811	771,000	51	12,000	3		3	24,723,000	1,811	1,791	13.2	60	0
July 2018	29,408,000	1,812	1,046,000	51	1,000	15	0	2	30,455,000	1,812	1,788	16.2	62	0
August 2018	27,457,000	1,815	971,000	51	1,000	19	0	1	28,429,000	1,815	1,792	15.1	55	0
September 2018	30,256,000	1,817	1,134,000	51	13,000	21	0	1	31,403,000	1,817	1,793	16.7	60	0
Cumulative Total	230,870,700		8,774,000		90,000		-		239,734,700					
October 18	13,021,000	1,820	873,000	51	1,000	17	1,000	2	13,896,000	1,820	1,793	7.2	77	0
November 18	13,672,000	1,819	643,000	51	1,000	7	0	2	14,316,000	1,819	1,792	7.5	64	10
December 18	9,794,000	1,823	317,000	51	6,000	6	8,000	1	10,125,000	1,823	1,799	5.4	48	0
January 19	10,428,000	1,823	457,000	51	0	6	0	1	10,885,000	1,823	1,800	5.7	57	0
February 19	9,045,000	1,823	284,000	51	1,000	6	1,000	1	9,331,000	1,823	1,800	5.0	57	0
March 19	9,003,000	1,823	292,000	51	6,000	6	36,000	1	9,337,000	1,823	1,800	4.9	53	4
April 19	13,948,000	1,825	547,000	51	4,000	6	95,000	1	14,594,000	1,825	1,802	7.6	49	6
May 19	10,987,000	1,828	488,000	51	1,000	6	5,000	1	11,481,000	1,828	1,801	6.0	43	5
June 19	16,800,000	1,828	335,000	51	0	6	4,000	1	17,139,000	1,828	1,801	9.2	54	2
July 19	17,311,000	1,829	606,000	51	1,000	6	89,000	1	18,007,000	1,829	1,801	9.5	49	0
August 19	28,677,000	1,835	847,000	51	2,000	6	123,000	1	29,649,000	1,835	1,802	15.6	55	0
September 19	33,023,000	1,836	1,301,000	51	4,000	6	108,000	1	34,436,000	1,836	1,806	18.0	50	3
Cumulative Total	185,709,000		6,990,000		27,000		470,000		193,196,000					
October 19	32,932,000	1,837	1,357,000	51	2,000	6	33,000	1	34,324,000	1,837	1,807	17.9	67	2
November 19	28,132,000	1,840	856,000	51	4,000	5	17,000	1	29,009,000	1,840	1,808	15.3	60	3
December 19	12,803,000	1,840	707,000	51	6,000	5	17,000	1	13,533,000	1,840	1,808	7.0	0	0
January 20	12,546,000	1,841	461,000	51	4,000	5	8,000	1	13,019,000	1,841	1,809	6.8	89	2
February 20	9,574,000	1,841	394,000	51	4,000	5	76,000	1	10,048,000	1,841	1,812	5.2	39	0
March 20	9,883,000	1,933	398,000	51	2,000	5	32,000	1	10,315,000	1,933	1,901	5.1	0	0
April 20	13,543,000	1,933	410,000	51	4,000	5	12,000	1	13,969,000	1,933	1,901	7.0	0	0
May 20	16,442,000	1,933	100,000	51	1,000	5	34,000	1	16,577,000	1,933	1,901	8.5	135	0
June 20	16,013,000	1,933	509,000	51	1,000	5	44,000	1	16,567,000	1,933	1,901	8.3	120	0
July 20	28,672,000	1,933	921,000	51	1,000	5	51,000	1	29,645,000	1,933	1,901	14.8	124	0
August 20	30,845,000	1,933	1,175,000	51	5,000	5	50,000	1	32,075,000	1,933	1,901	16.0	0	0
September 20	34,425,000	1,933	1,243,000	51	1,000	5	29,000	1	35,698,000	1,933	1,901	17.8	0	0
Cumulative Total	245,810,000		8,531,000		35,000		403,000		254,779,000					
October 20	21,483,000	1,820	681,000	52	0	2	21,000	1	22,185,000	1,820	1,797	11.8	200	0
November 20	21,965,010	1,820	762,000	52	3,000	2	45,000	1	22,775,010	1,820	1,793	12.1	0	0
December 20	19,226,000	1,820	993,000	52	1,000	2	21,000	1	20,241,000	1,820	1,793	10.6	147	0
January 21	13,793,642	1,820	539,124	52	2,000	2	5,000	1	14,339,766	1,820	1,793	7.6	147	0
February 21	10,914,000	1,820	237,000	52	2,000	2	3,000	1	11,156,000	1,820	1,793	6.0	147	0
March 21	14,073,000	1,820	476,000	52	6,000	2	19,000	1	14,574,000	1,820	1,793	7.7	147	0
April 21	15,442,000	1,820	553,000	52	11,000	2	13,000	1	16,019,000	1,820	1,793	8.5	147	0
Cumulative Total	116,896,652		4,241,124		25,000		127,000		121,289,776					

**TRAVIS COUNTY
WATER CONTROL & IMPROVEMENT DISTRICT #18**

**Account Write Off / Collections List
April 2021**

The following account has been finalized and remains unpaid

All deposits and adjustments have been applied, ready to be sent to collections:

Account #	Name	Address:	Date Finaled	Write-Off
1009377600	TOLL BROTHERS INC	2204 DELEON CT	05/20/21	\$ 418.93
			TOTAL:	\$ 418.93

TRAVIS COUNTY
WATER CONTROL AND IMPROVEMENT DISTRICT #18
WRITE-OFF/COLLECTION TOTALS
(BY FISCAL YEAR)

	2018/19	2019/20	2020/21
OCTOBER	\$ 29.28	\$ -	\$ 118.99
COLLECTED	\$ -	\$ -	\$ -
NOVEMBER	\$ -	\$ 271.72	\$ 332.27
COLLECTED	\$ -	\$ -	\$ -
DECEMBER	\$ 546.78	\$ 150.02	\$ 34.94
COLLECTED	\$ -	\$ -	\$ -
JANUARY	\$ -	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
FEBRUARY	\$ -	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
MARCH	\$ -	\$ -	\$ 60.76
COLLECTED	\$ -	\$ -	\$ -
APRIL	\$ -	\$ -	\$ 418.93
COLLECTED	\$ -	\$ -	\$ -
MAY	\$ 92.02	\$ -	
COLLECTED	\$ -	\$ -	
JUNE	\$ -	\$ -	
COLLECTED	\$ -	\$ -	
JULY	\$ 115.51	\$ 667.96	
COLLECTED	\$ -	\$ -	
AUGUST	\$ -	\$ 76.97	
COLLECTED	\$ -	\$ -	
SEPTEMBER	\$ -	\$ 400.69	
COLLECTED	\$ -	\$ -	
TOTAL WO/COLLECTIONS:	\$ 783.59	\$ 1,567.36	\$ 965.89
TOTAL COLLECTED:	\$ -	\$ -	\$ -

SURFACE WATER MONTHLY OPERATING REPORT

FOR PUBLIC WATER SYSTEMS THAT ARE USING SURFACE WATER SOURCES
OR GROUND WATER SOURCES UNDER THE INFLUENCE OF SURFACE WATER (cont.)
Turbidity Data Page

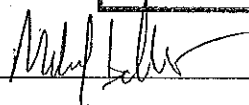
PUBLIC WATER SYSTEM NAME: Travis County WC&ID 18 PLANT NAME OR NUMBER: Bal Harbor Treatment Plant

PWS ID No.: 2270083 Plant ID No.: 2270083 Connections: 1,795

Month: April Year: 2021 Population: 4,982

PERFORMANCE DATA																			
Date	Raw Water Pumpage (MGD)	Treated Water Pumpage (MGD)	RAW WATER ANALYSES		SETTLED WATER TURBIDITY (Optional Data)						FINISHED WATER QUALITY								
			NTU	Alk.	Basin No.						Combined Filter Effluent Turbidity						Lowest Residual	Time ^h	
					1	2	3	4	5	6	NTU1	NTU2	NTU3	NTU4	NTU5	NTU6			
1	0.564	0.541	7	153								0.02	0.02	0.02	0.02	0.02	0.02	1.3	
2	0.778	0.593	13	155								0.02	0.02	0.02	0.02	0.02	0.02	2.0	
3	0.403	0.376	4	156								0.02	0.02	0.02	0.02	0.02	0.02	1.9	
4	0.628	0.590	5	155								0.02	0.02	0.02	0.02	0.02	0.02	1.9	
5	0.690	0.638	6	154								0.02	0.02	0.02	0.02	0.02	0.02	1.8	
6	0.737	0.651	5	151								0.02	0.02	0.02	0.02	0.02	0.02	1.8	
7	0.759	0.704	5	156								0.02	0.02	0.02	0.02	0.02	0.02	2.0	
8	0.671	0.658	6	165								0.02	0.02	0.02	0.02	0.02	0.02	0.5	
9	0.632	0.499	8	154								0.02	0.02	0.02	0.02	0.02	0.02	1.3	
10	0.868	0.809	8	151								0.02	0.02	0.02	0.02	0.02	0.02	1.5	
11	0.921	0.855	7	153								0.02	0.02	0.02	0.02	0.02	0.02	1.4	
12	0.667	0.661	6	156								0.02	0.02	0.02	0.02	0.02	0.02	1.4	
13	0.894	0.840	7	153								0.02	0.02	0.02	0.02	0.02	0.02	1.4	
14	0.752	0.564	8	155								0.02	0.02	0.02	0.02	0.02	0.02	2.2	
15	0.525	0.577	7	155								0.02	0.02	0.02	0.02	0.02	0.02	2.3	
16	0.545	0.497	6	153								0.02	0.02	0.02	0.02	0.02	0.02	2.3	
17	0.655	0.653	7	154								0.02	0.02	0.02	0.02	0.02	0.02	2.1	
18	0.985	0.883	5	158								0.02	0.02	0.02	0.02	0.02	0.02	1.8	
19	0.698	0.666	7	156								0.02	0.02	0.02	0.02	0.02	0.02	0.8	
20	0.832	0.757	8	151								0.02	0.02	0.02	0.02	0.02	0.02	2.0	
21	0.778	0.698	7	154								0.02	0.02	0.02	0.02	0.02	0.02	1.7	
22	0.875	0.768	3	155								0.02	0.02	0.02	0.02	0.02	0.02	2.3	
23	0.445	0.398	4	153								0.02	0.02	0.02	0.02	0.02	0.02	3.3	
24	0.736	0.643	4	151								0.02	0.02	0.02	0.02	0.02	0.02	2.6	
25	1.034	0.911	4	154								0.02	0.02	0.02	0.02	0.02	0.02	2.2	
26	0.755	0.635	7	151								0.02	0.02	0.02	0.02	0.02	0.02	2.2	
27	0.777	0.724	5	156								0.02	0.02	0.02	0.02	0.02	0.02	2.5	
28	0.690	0.638	7	155								0.02	0.02	0.02	0.02	0.02	0.02	1.8	
29	0.404	0.362	7	144								0.02	0.02	0.02	0.02	0.02	0.02	1.7	
30	0.559	0.474	8	149								0.02	0.02	0.02	0.02	0.02	0.02	1.8	
31																			
Total	21.257	19.263			Max	ND	ND												
Avg	0.709	0.642			Avg	ND	ND												
Max	1.034	0.911			95th %	ND	ND												
Min	0.403	0.362			Min	ND	ND												
					95th percentile based on data from all basins						ND								

NOTE: ONLY use the "Time^h" column to show the length of time that the disinfectant residual entering the distribution system fell below the acceptable level.

SUBMITTED BY:  Certificate No. and Grade: WO0043395, Class A Date: May 1, 2021

SURFACE WATER MONTHLY OPERATING REPORT

FOR PUBLIC WATER SYSTEMS THAT ARE USING SURFACE WATER SOURCES
OR GROUND WATER SOURCES UNDER THE INFLUENCE OF SURFACE WATER (cont.)
Disinfection Data Page

PUBLIC WATER SYSTEM NAME: Travis County WC&ID 18
 PWS ID No.: 2270083 Plant ID No.: 2270083

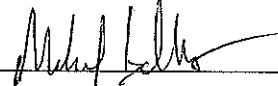
PLANT NAME OR NUMBER: Bal Harbor Treatment Plant
 Month: April Year: 2021

DISINFECTION PROCESS PARAMETERS							
APPROVED CT STUDY PARAMETERS					PERFORMANCE STANDARDS		
Parameters	Disinfection Zones					Log Inactivations	
	D1	D2	D3	D4	D5	Giardia lamblia Cysts	Viruses
Flow Rate (MGD)	1.500	0.300	3.000	3.000	3.000	0.0	3.0
T ₁₀ (minutes)	5.3	8.7	1.2	0.9	6.6		

PERFORMANCE DATA									
DISINFECTION PROCESS DATA									
Date	Disinfectant	C (mg/L)	Flow (MGD)	Temp (°C)	pH	Giardia Log	Virus Log	Inact. Ratio	Time (min)
1	NA D1								
	NA D2								
	FCL D3	2.8	1.872	19.4	7.9	0.37	12.62	4.21	
	FCL D4	2.4	1.872	19.1	7.8			(V)	
	CLA D5	2.6	1.872	19.5	7.8				
2	NA D1								
	NA D2								
	FCL D3	2.6	1.872	18.5	8.1	0.31	10.58	3.53	
	FCL D4	2.0	1.872	18.3	7.5			(V)	
	CLA D5	2.1	1.872	18.4	7.6				
3	NA D1								
	NA D2								
	FCL D3	2.3	1.872	18.8	7.6	0.34	10.55	3.52	
	FCL D4	2.1	1.872	19.7	7.6			(V)	
	CLA D5	2.3	1.872	18.8	7.4				
4	NA D1								
	NA D2								
	FCL D3	2.2	1.872	18.5	7.8	0.32	9.60	3.20	
	FCL D4	2.0	1.872	18.4	7.5			(V)	
	CLA D5	2.5	1.872	18.3	7.3				
5	NA D1								
	NA D2								
	FCL D3	2.1	1.872	18.6	7.7	0.32	9.91	3.30	
	FCL D4	2.2	1.872	18.9	7.6			(V)	
	CLA D5	2.3	1.872	18.7	7.6				
6	NA D1								
	NA D2								
	FCL D3	2.5	1.872	19.4	7.8	0.36	11.90	3.97	
	FCL D4	2.4	1.872	19.4	7.8			(V)	
	CLA D5	2.6	1.872	19.6	7.8				
7	NA D1								
	NA D2								
	FCL D3	2.9	1.872	19.6	7.9	0.39	13.76	4.59	
	FCL D4	2.7	1.872	19.5	7.8			(V)	
	CLA D5	2.7	1.872	19.5	7.8				
8	NA D1								
	NA D2								
	FCL D3	2.3	1.872	19.4	7.8	0.34	11.37	3.79	
	FCL D4	2.4	1.872	19.5	7.8			(V)	
	CLA D5	2.3	1.872	19.3	7.7				

PERFORMANCE DATA									
DISINFECTION PROCESS DATA									
Date	Disinfectant	C (mg/L)	Flow (MGD)	Temp (°C)	pH	Giardia Log	Virus Log	Inact. Ratio	Time (min)
9	NA D1								
	NA D2								
	FCL D3	2.2	1.872	19.8	7.7	0.34	10.67	3.56	
	FCL D4	2.1	1.872	19.6	7.7			(V)	
	CLA D5	2.2	1.872	19.7	7.7				
10	NA D1								
	NA D2								
	FCL D3	1.6	1.872	19.1	7.8	0.24	7.22	2.41	
	FCL D4	1.4	1.872	19.3	7.6			(V)	
	CLA D5	1.5	1.872	19.3	7.7				
11	NA D1								
	NA D2								
	FCL D3	1.9	1.872	19.7	7.8	0.28	8.91	2.97	
	FCL D4	1.7	1.872	19.5	7.9			(V)	
	CLA D5	1.8	1.872	19.8	7.9				
12	NA D1								
	NA D2								
	FCL D3	1.6	1.872	19.9	7.7	0.25	7.54	2.51	
	FCL D4	1.4	1.872	19.7	7.7			(V)	
	CLA D5	1.5	1.872	19.8	7.7				
13	NA D1								
	NA D2								
	FCL D3	1.6	1.872	19.6	7.7	0.25	7.46	2.49	
	FCL D4	1.4	1.872	19.8	7.6			(V)	
	CLA D5	1.4	1.872	19.7	7.7				
14	NA D1								
	NA D2								
	FCL D3	2.8	1.872	19.9	7.8	0.42	14.54	4.85	
	FCL D4	3.1	1.872	19.6	7.8			(V)	
	CLA D5	3.0	1.872	19.7	7.8				
15	NA D1								
	NA D2								
	FCL D3	2.0	1.872	19.5	7.5	0.37	11.38	3.79	
	FCL D4	2.6	1.872	20.4	7.9			(V)	
	CLA D5	2.8	1.872	19.6	7.7				
16	NA D1								
	NA D2								
	FCL D3	2.8	1.872	19.5	7.6	0.44	14.23	4.74	
	FCL D4	3.1	1.872	19.4	7.6			(V)	
	CLA D5	3.0	1.872	19.6	7.7				

NOTE: = ONLY use the "Time" column to show the length of time that the total inactivation ratio was less than 1.00.

SUBMITTED BY:  Certificate No. WO0043395, Class A Date: May 1, 2021

SURFACE WATER MONTHLY OPERATING REPORT

FOR PUBLIC WATER SYSTEMS THAT ARE USING SURFACE WATER SOURCES
OR GROUND WATER SOURCES UNDER THE INFLUENCE OF SURFACE WATER (cont.)
Disinfection Data Page

PUBLIC WATER SYSTEM NAME: Travis County WC&ID 18
 PWS ID No.: 2270083 Plant ID No.: 2270083

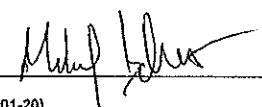
PLANT NAME OR NUMBER: Bal Harbor Treatment Plant
 Month: April Year: 2021

DISINFECTION PROCESS PARAMETERS							
APPROVED CT STUDY PARAMETERS					PERFORMANCE STANDARDS		
Parameters	Disinfection Zones					Log Inactivations	
	D6	D7	D8	D9	D10	Giardia lamblia Cysts	Virus
Flow Rate (MGD)	3.000					0.0	3.0
T ₁₀ (minutes)	0.3						

PERFORMANCE DATA									
DISINFECTION PROCESS DATA									
Date	Disinfectant	C (mg/L)	Flow (MGD)	Temp (°C)	pH	Giardia Log	Virus Log	Inact. Ratio	Time (min)
1	CLA D6	2.4	1.872	19.7	7.7				
	D7								
	D8								
	D9								
	D10								
2	CLA D6	2.2	1.872	18.6	7.5				
	D7								
	D8								
	D9								
	D10								
3	CLA D6	2.4	1.872	18.7	7.3				
	D7								
	D8								
	D9								
	D10								
4	CLA D6	2.5	1.872	18.3	7.4				
	D7								
	D8								
	D9								
	D10								
5	CLA D6	2.3	1.872	18.4	7.5				
	D7								
	D8								
	D9								
	D10								
6	CLA D6	2.5	1.872	19.7	7.7				
	D7								
	D8								
	D9								
	D10								
7	CLA D6	2.6	1.872	19.6	7.8				
	D7								
	D8								
	D9								
	D10								
8	CLA D6	2.4	1.872	19.6	7.7				
	D7								
	D8								
	D9								
	D10								

PERFORMANCE DATA									
DISINFECTION PROCESS DATA									
Date	Disinfectant	C (mg/L)	Flow (MGD)	Temp (°C)	pH	Giardia Log	Virus Log	Inact. Ratio	Time (min)
9	CLA D6	2.0	1.872	19.7	7.7				
	D7								
	D8								
	D9								
	D10								
10	CLA D6	1.5	1.872	19.6	7.6				
	D7								
	D8								
	D9								
	D10								
11	CLA D6	1.9	1.872	19.1	1.8				
	D7								
	D8								
	D9								
	D10								
12	CLA D6	1.6	1.872	19.8	7.7				
	D7								
	D8								
	D9								
	D10								
13	CLA D6	1.8	1.872	19.7	7.7				
	D7								
	D8								
	D9								
	D10								
14	CLA D6	3.0	1.872	19.8	7.7				
	D7								
	D8								
	D9								
	D10								
15	CLA D6	1.8	1.872	18.5	7.6				
	D7								
	D8								
	D9								
	D10								
16	CLA D6	2.7	1.872	19.1	7.7				
	D7								
	D8								
	D9								
	D10								

NOTE: = ONLY use the "Time=" column to show the length of time that the total inactivation ratio was less than 1.00.

SUBMITTED BY:  Certificate No. WO0043395, Class A and Grade: WO0043395, Class A Date: May 1, 2021

SURFACE WATER MONTHLY OPERATING REPORT

FOR PUBLIC WATER SYSTEMS THAT ARE USING SURFACE WATER SOURCES
OR GROUND WATER SOURCES UNDER THE INFLUENCE OF SURFACE WATER (cont.)
Disinfection Data Page (cont.)

PUBLIC WATER SYSTEM NAME: Travis County WC&ID 18
PWS ID No.: 2270083 Plant ID No.: 2270083

PLANT NAME OR NUMBER: Bal Harbor Treatment Plant
Month: April Year: 2021

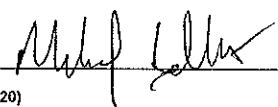
DISINFECTION PROCESS PARAMETERS									
APPROVED CT STUDY PARAMETERS						PERFORMANCE STANDARDS			
Parameters	Disinfection Zones					Log Inactivations			
	D1	D2	D3	D4	D5	Giardia lamblia Cysts		Virus	
Flow Rate (MGD)	1.60	0.30	3.00	3.00	3.00	0.0		3.0	
T ₁₀ (minutes)	5.30	8.70	1.20	0.90	6.60				

PERFORMANCE DATA									
DISINFECTION PROCESS DATA									
Date	Disinfectant	C (mg/L)	Flow (MGD)	Temp (°C)	pH	Giardia Log	Virus Log	Inact. Ratio	Time
17	NA D1								
	NA D2								
	FCL D3	2.9	1.872	20.1	7.9	0.44	15.22	5.07	
	FCL D4	3.1	1.872	20.2	7.7			(V)	
	CLA D5	3.1	1.872	20.1	7.5				
18	NA D1								
	NA D2								
	FCL D3	3.2	1.872	20.5	7.8	0.48	16.72	5.57	
	FCL D4	3.3	1.872	20.1	7.6			(V)	
	CLA D5	3.1	1.872	20.5	7.5				
19	NA D1								
	NA D2								
	FCL D3	3.0	1.872	20.3	7.7	0.45	15.05	5.02	
	FCL D4	2.8	1.872	20.4	7.6			(V)	
	CLA D5	2.9	1.872	20.2	7.6				
20	NA D1								
	NA D2								
	FCL D3	2.8	1.872	20.1	7.8	0.42	13.83	4.61	
	FCL D4	2.6	1.872	20.2	7.6			(V)	
	CLA D5	2.7	1.872	20.2	7.6				
21	NA D1								
	NA D2								
	FCL D3	2.6	1.872	20.0	7.7	0.40	12.63	4.21	
	FCL D4	2.4	1.872	19.8	7.6			(V)	
	CLA D5	2.8	1.872	19.9	7.6				
22	NA D1								
	NA D2								
	FCL D3	3.3	1.872	17.4	8.1	0.32	11.66	3.89	
	FCL D4	2.0	1.872	17.8	8.1			(V)	
	CLA D5	3.1	1.872	16.2	8.0				
23	NA D1								
	NA D2								
	FCL D3	3.4	1.872	18.6	7.9	0.42	15.25	5.08	
	FCL D4	3.2	1.872	18.8	7.8			(V)	
	CLA D5	3.3	1.872	18.4	7.8				
24	NA D1								
	NA D2								
	FCL D3	3.2	1.872	19.4	7.8	0.43	15.24	5.08	
	FCL D4	3.0	1.872	19.8	7.8			(V)	
	CLA D5	3.1	1.872	19.6	7.7				

PERFORMANCE DATA									
DISINFECTION PROCESS DATA									
Date	Disinfectant	C (mg/L)	Flow (MGD)	Temp (°C)	pH	Giardia Log	Virus Log	Inact. Ratio	Time
25	NA D1								
	NA D2								
	FCL D3	3.3	1.872	20.6	7.8	0.47	16.58	5.53	
	FCL D4	3.0	1.872	20.4	7.8			(V)	
	CLA D5	3.1	1.872	20.5	7.7				
26	NA D1								
	NA D2								
	FCL D3	3.7	1.872	20.5	7.7	0.52	18.01	6.00	
	FCL D4	3.1	1.872	20.6	7.5			(V)	
	CLA D5	3.2	1.872	20.3	7.5				
27	NA D1								
	NA D2								
	FCL D3	2.9	1.872	20.8	7.8	0.42	14.27	4.76	
	FCL D4	2.4	1.872	20.7	7.7			(V)	
	CLA D5	2.5	1.872	20.6	7.7				
28	NA D1								
	NA D2								
	FCL D3	2.6	1.872	20.9	7.9	0.39	13.37	4.46	
	FCL D4	2.3	1.872	21.2	7.7			(V)	
	CLA D5	2.4	1.872	20.5	7.8				
29	NA D1								
	NA D2								
	FCL D3	2.5	1.872	20.5	7.8	0.41	13.23	4.41	
	FCL D4	2.5	1.872	20.9	7.7			(V)	
	CLA D5	2.7	1.872	20.8	7.7				
30	NA D1								
	NA D2								
	FCL D3	2.6	1.872	21.7	7.8	0.42	14.23	4.74	
	FCL D4	2.4	1.872	21.6	7.8			(V)	
	CLA D5	2.5	1.872	21.8	7.6				
31	D1								
	D2								
	D3								
	D4								
	D5								

Max	0.52	18.01	6.00
Min	0.24	7.22	2.41
Avg	0.38	12.58	4.19
SD	0.07	2.78	0.93

NOTE: = ONLY use the "Time=" column to show the length of time that the total inactivation ratio was less than 1.00.

SUBMITTED BY:  Certificate No. and Grade: WO0043395, Class A Date: May 1, 2021

SURFACE WATER MONTHLY OPERATING REPORT

FOR PUBLIC WATER SYSTEMS THAT ARE USING SURFACE WATER SOURCES
OR GROUND WATER SOURCES UNDER THE INFLUENCE OF SURFACE WATER (cont.)
Disinfection Data Page (cont.)

PUBLIC WATER SYSTEM NAME: Travis County WC&ID 18

PLANT NAME OR NUMBER: Bal Harbor Treatment Plant

PWS ID No.: 2270083

Plant ID No.: 2270083

Month: April

Year: 2021

DISINFECTION PROCESS PARAMETERS							
APPROVED CT STUDY PARAMETERS					PERFORMANCE STANDARDS		
Parameters	Disinfection Zones					Log Inactivations	
	D6	D7	D8	D9	D10	Giardia lamblia Cysts	Virus
Flow Rate (MGD)	3.000					0.0	3.0
T ₁₀ (minutes)	0.3						

PERFORMANCE DATA									
DISINFECTION PROCESS DATA									
Date	Disinfectant	C (mg/L)	Flow (MGD)	Temp (°C)	pH	Giardia Log	Virus Log	Inact. Ratio	Time ₁₀
17	CLA D6	2.9	1.872	20.3	7.6				
	D7								
	D8								
	D9								
	D10								
18	CLA D6	3.1	1.872	20.5	7.7				
	D7								
	D8								
	D9								
	D10								
19	CLA D6	2.9	1.872	20.3	7.6				
	D7								
	D8								
	D9								
	D10								
20	CLA D6	2.7	1.872	20.4	7.6				
	D7								
	D8								
	D9								
	D10								
21	CLA D6	2.4	1.872	19.6	7.6				
	D7								
	D8								
	D9								
	D10								
22	CLA D6	3.1	1.872	16.8	7.8				
	D7								
	D8								
	D9								
	D10								
23	CLA D6	3.3	1.872	18.1	7.8				
	D7								
	D8								
	D9								
	D10								
24	CLA D6	3.1	1.872	19.4	7.7				
	D7								
	D8								
	D9								
	D10								

PERFORMANCE DATA									
DISINFECTION PROCESS DATA									
Date	Disinfectant	C (mg/L)	Flow (MGD)	Temp (°C)	pH	Giardia Log	Virus Log	Inact. Ratio	Time ₁₀
25	CLA D6	3.2	1.872	20.3	7.7				
	D7								
	D8								
	D9								
	D10								
26	CLA D6	3.0	1.872	20.1	7.7				
	D7								
	D8								
	D9								
	D10								
27	CLA D6	2.6	1.872	20.4	7.5				
	D7								
	D8								
	D9								
	D10								
28	CLA D6	2.4	1.872	20.3	7.6				
	D7								
	D8								
	D9								
	D10								
29	CLA D6	2.7	1.872	20.4	7.7				
	D7								
	D8								
	D9								
	D10								
30	CLA D6	2.6	1.872	20.7	7.5				
	D7								
	D8								
	D9								
	D10								
31	D6								
	D7								
	D8								
	D9								
	D10								
						Max			
						Min			
						Avg			
						SD			

NOTE: = ONLY use the "Time=" column to show the length of time that the total inactivation ratio was less than 1.00.

SUBMITTED BY:

Certificate No. and Grade: WO0043395, Class A

Date: May 1, 2021

MONTHLY TOTAL ORGANIC CARBON REMOVAL REPORT (TOCMOR)

FOR SURFACE WATER OR GROUND WATER UNDER THE INFLUENCE OF SURFACE WATER SYSTEMS

PUBLIC WATER SYSTEM NAME:
PWS ID No.:

Travis County WC&ID 18
2270083

PLANT NAME OR NUMBER:

Bal Harbor Treatment Plant

Plant ID No.: 2270083

Month: April

Year: 2021

Type of treatment: Conventional

Unconventional explain: Pall Membrane Unit

Note: Systems are required to run one TOC Sample Set every month. Additional space is provided for those systems that do additional sampling

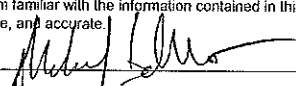
Test No.	Test Date	Monthly TOC Sample Set			Actual % TOC Removed	Step 1 Required Removal %	Step 1 Removal Ratio	Optional data		INDIVIDUAL SAMPLE COMPLIANCE REMOVAL RATIO
		Raw Alkalinity	Raw TOC	Treated TOC				Step 2 Required % Removal	Step 2 Removal Ratio	
		Enter the Sample Set results						calculated	calculated from matrix	
1	4/21	156	7.70	5.36	30.4	NA	NA	NA	NA	NA
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
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25										
26										
27										
28										
29										
30										
31										
Avg		156.00	7.70	5.36	30.39		NA			NA
Max		156.00	7.70	5.36	30.39		NA			NA
Min		156.00	7.70	5.36	30.39		NA			NA

TOTAL ORGANIC CARBON (TOC) REMOVAL SUMMARY

TOC Summary					Monthly Compliance Ratio
Raw Water Alkalinity	Raw Water TOC	Treated Water TOC	TOC % Removal	ACC # used	
156	7.70	5.36	30.4	NA	NA

I certify that I am familiar with the information contained in this report and that, to the best of my knowledge, the information is true, complete, and accurate.

Operator's Signature:



Certificate No. and Grade: WO0043395, Class A

Date: May 1, 2021

Submit the report by the 10th of the month following the reporting period to:
 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
 WATER SUPPLY DIVISION/PUBLIC DRINKING WATER SECTION (MC-155)
 P.O. BOX 13087, AUSTIN, TEXAS 78711-3087

MEMBRANE MONTHLY OPERATING REPORT
 FOR PUBLIC WATER SYSTEMS THAT ARE USING SURFACE WATER SOURCES
 OR GROUND WATER SOURCES UNDER THE INFLUENCE OF SURFACE WATER
 Pressure Decay Rate Direct Integrity Tests

PUBLIC WATER SYSTEM NAME: Travis County WC&ID 18

PLANT NAME OR NUMBER: Bal Harbor Treatment Plant

PWS ID No.: 2270083

Plant ID No.: 2270083

Month: April

Year: 2021

TEST PARAMETERS & ADDITIONAL DATA																		
DIT CONDITIONS & ADDITIONAL DATA	Unit No. 1							Unit No. 2										
	DIT Cond'ns	P _{test} psi	LRC	UCL psi/min		Prev. Month Data	DIT _{last} date	Pass? Yes/No	C/A Success?	DIT Cond'ns	P _{test} psi	LRC	UCL psi/min		Prev. Month	DIT _{last} date	Pass? Yes/No	C/A Success?
		17.5	3.0	0.695			3/30/21	yes	na		17.5	3.0	0.695			3/30/21	yes	na
Optional Data	Filt. Flux gfd	TMP psi							Optional Data	Filt. Flux gfd	TMP psi							

PERFORMANCE DATA																				
Date	Unit No. 1										Unit No. 2									
	Operational Data						DIT Data				Operational Data						DIT Data			
	Daily Pump. MG	Norm. Filt. Flux gfd	TMP psi	Norm. Spc. Flux gfd/psi	Daily Max. mNTU	CIP done?	P _{min} psi	ΔP/Δt psi/min	DIT pass?	C/A success?	Daily Pump. MG	Norm. Filt. Flux gfd	TMP psi	Norm. Spc. Flux gfd/psi	Daily Max. mNTU	CIP done?	P _{min} psi	ΔP/Δt psi/min	DIT pass?	C/A success?
1	0.184	27.5	15.6	1.76	30					0.191	28.3	16.3	1.74	50						
2	0.244	23.4	12.6	1.86	30					0.238	22.4	14.8	1.51	50						
3	0.126	19.1	10.6	1.80	30					0.122	20.6	13.6	1.51	50						
4	0.201	30.4	22.6	1.35	40					0.231	27.9	17.3	1.61	50						
5	0.214	28.5	19.3	1.48	40					0.222	26.3	16.4	1.60	70						
6	0.234	26.4	18.4	1.43	50		26.6	0.130	YES	na	0.229	25.1	18.3	1.37	70		29.0	0.100	YES	na
7	0.240	28.3	17.5	1.62	30					0.233	18.5	11.8	1.57	70						
8	0.222	15.8	11.3	1.40	30					0.221	13.4	9.3	1.44	50						
9	0.167	19.1	14.8	1.29	60					0.177	15.6	10.1	1.54	60						
10	0.281	22.4	16.5	1.36	50					0.266	16.1	12.5	1.29	60						
11	0.304	22.8	16.2	1.41	50					0.299	15.4	11.7	1.32	60						
12	0.231	26.4	19.2	1.38	30					0.227	18.3	13.5	1.36	40						
13	0.291	25.7	19.4	1.32	40		28.4	0.150	YES	na	0.284	19.6	15.9	1.23	40		29.2	0.100	YES	na
14	0.191	34.1	22.6	1.51	30					1.000	30.5	23.8	1.28	40						
15	0.204	33.6	26.5	1.27	30					0.201	32.1	24.9	1.29	20						
16	0.177	32.1	26.1	1.14	30					0.168	30.4	26.7	1.14	20						
17	0.231	25.0	19.3	1.30	50		26.3	0.140	YES	na	0.224	26.6	20.6	1.29	30					
18	0.314	25.6	18.4	1.39	50					0.301	25.1	19.8	1.27	30						
19	0.231	22.4	17.9	1.25	40					0.229	20.6	13.9	1.48	30						
20	0.251	26.0	21.3	1.22	30					0.256	27.3	18.7	1.46	40		29.3	0.100	YES	na	
21	0.232	21.9	16.2	1.35	30					0.244	22.8	16.4	1.39	50						
22	0.140	32.3	27.6	1.17	30					0.144	30.5	25.3	1.21	50						
23	0.216	35.8	29.3	1.22	40					0.220	33.4	29.4	1.14	60						
24	0.320	40.6	33.4	1.22	60		25.3	0.340	YES	na	0.314	38.0	30.5	1.25	50					
25	0.220	34.9	29.4	1.19	60					0.216	32.1	25.2	1.27	50						
26	0.250	34.8	28.4	1.23	60					0.246	33.6	26.8	1.25	50						
27	0.219	36.2	32.4	1.12	40					0.210	34.5	29.3	1.18	40		29.0	0.130	YES	na	
28	0.218	29.5	22.8	1.29	30					0.216	28.4	22.1	1.29	50						
29	0.123	30.4	24.6	1.24	40		26.5	0.290	YES	na	0.133	39.6	7.6	5.21	60	yes	28.9	0.120	YES	na
30	0.166	31.2	26.7	1.17	30					0.161	29.7	6.3	4.71	50						
31																				

SUMMARY	Unit No. 1			Unit No. 2			
	IIT	Number of days with DIT triggered by high turbidity or particle count		0		0	
		Number of days with a monitoring violation		0		0	
	DIT	Number of days with failure to pass a DIT		0		0	
Number of days with a treatment technique violation		0		0			
Comments	General Remarks			Additional Comments			

SUBMITTED BY: 

Certificate No. and Grade: WO0043395, Class A

Date: May 1, 2021

MEMBRANE MONTHLY OPERATING REPORT

FOR PUBLIC WATER SYSTEMS THAT ARE USING SURFACE WATER SOURCES
OR GROUND WATER SOURCES UNDER THE INFLUENCE OF SURFACE WATER (cont.)
Pressure Decay Rate Direct Integrity Tests (cont.)

PUBLIC WATER SYSTEM NAME: Travis County WC&ID 18

PLANT NAME OR NUMBER: Bal Harbor Treatment Plant

PWS ID No.: 2270083

Plant ID No.: 2270083

Month: April

Year: 2021

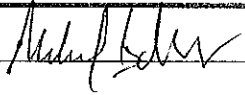
TEST PARAMETERS & ADDITIONAL DATA

DIT CONDITIONS & ADDITIONAL DATA	Unit No. 3										Unit No. 4									
	DIT Cond'n's	P _{test} psi	LRC -	UCL psi/min		Prev. Month	DIT _{last} date	Pass? Yes/No	C/A Success?		DIT Cond'n's	P _{test} psi	LRC -	UCL psi/min		Prev. Month	DIT _{last} date	Pass? Yes/No	C/A Success?	
		17.5	3.0	0.596			3/30/21	yes	na											
Optional Data	Filt.Flux gfd	TMP psi								Optional Data	Filt.Flux gfd	TMP psi								

PERFORMANCE DATA

Date	Unit No. 3										Unit No. 4									
	Operational Data					DIT Data					Operational Data					DIT Data				
	Daily Pump. MG	Norm. Filt.Flux gfd	TMP psi	Norm. Spc.Flux gfd/psi	Daily Max. mNTU	CIP done?	P _{min} psi	ΔP/Δt psi/min	DIT pass?	C/A success?	Daily Pump. MG	Norm. Filt.Flux gfd	TMP psi	Norm. Spc.Flux gfd/psi	Daily Max. mNTU	CIP done?	P _{min} psi	ΔP/Δt psi/min	DIT pass?	C/A success?
1	0.183	27.3	19.4	1.41	60															
2	0.221	22.1	13.6	1.63	60															
3	0.134	17.6	11.8	1.49	50															
4	0.214	29.2	20.8	1.40	50															
5	0.218	21.8	16.3	1.34	50															
6	0.231	25.4	18.4	1.38	50		28.8	0.050	YES	na										
7	0.229	27.8	19.8	1.40	50															
8	0.214	14.6	10.1	1.45	40															
9	0.169	18.3	13.7	1.34	50		28.8	0.040	YES	na										
10	0.277	20.7	16.4	1.26	50															
11	0.288	21.9	16.5	1.33	30															
12	0.224	25.4	19.4	1.31	30															
13	0.277	25.9	18.3	1.42	30															
14	0.166	30.8	22.9	1.34	30		28.8	0.040	YES	na										
15	0.193	29.6	26.4	1.12	30															
16	0.166	27.6	24.3	1.14	30															
17	0.208	24.3	20.7	1.17	30															
18	0.299	23.8	18.6	1.28	40															
19	0.220	20.7	17.8	1.16	50															
20	0.255	24.8	20.5	1.21	50		28.7	0.040	YES	na										
21	0.221	20.2	17.3	1.17	40															
22	0.133	30.5	28.4	1.07	50															
23	0.214	33.6	29.1	1.15	40															
24	0.310	35.4	32.4	1.09	40		28.8	0.030	YES	na										
25	0.212	29.8	27.6	1.08	50															
26	0.238	28.7	25.8	1.11	50															
27	0.215	33.6	29.8	1.13	40															
28	0.211	26.8	5.6	4.79	50	yes	28.6	0.050	YES	na										
29	0.134	28.7	6.1	4.70	50															
30	0.163	29.8	6.4	4.66	60															
31																				

SUMMARY	Unit No. 3										Unit No. 4										
	HT	Number of days with DIT triggered by high turbidity or particle count										0									
		Number of days with a monitoring violation										0									
	DIT	Number of days with failure to pass a DIT										0									
Number of days with a treatment technique violation										0											
Comments	General Remarks										Additional Comments										

SUBMITTED BY: 

Certificate No. and Grade: WO0043395, Class A Date: May 1, 2021

Agenda Item 7.

Community Garden

**PETITION FOR ADDITION OF LANDS TO
TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 18**

**TO THE BOARD OF DIRECTORS OF TRAVIS COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 18:**

Travis County Emergency Services District No. 10, a political subdivision of the State of Texas (referred to herein as "Petitioner") acting pursuant to the provisions of Section 49.301, Texas Water Code, hereby requests the Board of Directors of Travis County Water Control and Improvement District No. 18 (hereinafter the "District") to add to and include in the District the real property more particularly described by metes and bounds or by lot and block number in Exhibit "A" attached hereto (the "Property"):

In support of this Petition, the Petitioner represents, covenants, and agrees as follows:

Section 1: The Property sought to be added to the District lies entirely within Travis County, Texas.

Section 2: Fee-simple title and full ownership of the Property is vested in Petitioner.

Section 3. There are no lienholders on the Property.

Section 4: There are no inhabitants residing within the Property.

Section 5: The Property is located within the extraterritorial jurisdiction of the City of Austin.

Section 6: This Petition shall constitute an election on the part of the Petitioner, its successors and assigns, for the aforesaid Property and any improvements which are now or may hereafter be constructed thereon to become liable for 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 are liable for the District's debts.

Section 7: This Petition shall further be considered the consent and authorization of the Petitioner, its successors and assigns, for the Property and all improvements now existing or to be constructed thereon, to be taxed uniformly and equally on an ad valorem basis with all other taxable property within the District for the payment of principal and interest on the District's bonds which may be issued by the Board of Directors upon the terms and conditions such bonds may be voted.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Property be added to and become a part of the District; that this Petition, if granted, be filed for record and be recorded in the Office of the County Clerk of Travis County, Texas, and filed with the Texas Commission on Environmental Quality, and that the Petitioner be granted any other relief to which it may be entitled.

Executed as of the _____ day of _____, _____.

PETITIONER:

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 10

By: _____

Name (Print): _____

Title:

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of _____, _____, by _____, _____ of Travis County Emergency Services District No. 10, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

Exhibit "A"
Description of Property

**PETITION FOR ADDITION OF LANDS TO
TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 18**

**TO THE BOARD OF DIRECTORS OF TRAVIS COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 18:**

Rebecca Gardner (referred to herein as “Petitioner”) acting pursuant to the provisions of Section 49.301, Texas Water Code, hereby requests the Board of Directors of Travis County Water Control and Improvement District No. 18 (hereinafter the “District”) to add to and include in the District the following real property located within Travis County (the “Property”):

Lot 15, A Resubdivision of Lot Nos. 50, 51 and portions of Lot 21 and Lot No. 61 of BRUTON SPRINGS SUBDIVISION, a subdivision in Travis County, Texas according to the plat or record in Volume 46, Page 85 of the Plat Records of Travis County, Texas.

In support of this Petition, the Petitioner represents, covenants, and agrees as follows:

Section 1: The Property sought to be added to the District lies entirely within Travis County, Texas.

Section 2: Fee-simple title and full ownership of the Property is vested in Petitioner.

Section 3. There are no lienholders on the Property.

Section 4: There are no inhabitants residing within the Property other than Petitioner.

Section 5: The City of Austin has consented to the annexation and inclusion of the Property into the boundaries of the District by adoption of Resolution No. 20170511-005. A copy of such Resolution is attached hereto as **Exhibit “A”**.

Section 6: This Petition shall constitute an election on the part of the Petitioner, its successors and assigns, for the aforesaid Property and any improvements which are now or may hereafter be constructed thereon to become liable for 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 are liable for the District’s debts.

Section 7: This Petition shall further be considered the consent and authorization of the Petitioner, its successors and assigns, for the Property and all improvements now existing or to be constructed thereon, to be taxed uniformly and equally on an ad valorem basis with all other taxable property within the District for the payment of principal and interest on the District’s bonds which may be issued by the Board of Directors upon the terms and conditions such bonds may be voted.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Property be added to and become a part of the District; that this Petition, if granted, be filed for record and be recorded in the Office of the County Clerk of Travis County, Texas, and filed with the Texas Commission on Environmental Quality, and that the Petitioner be granted any other relief to which it may be entitled.

Executed as of the _____ day of _____, 2021.

PETITIONER:

Rebecca Gardner

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of _____,
_____, by Rebecca Gardner.

Notary Public, State of Texas

Exhibit "A"
City of Austin Consent Resolution

License Agreement Community Garden

Travis County Water Control and Improvement District No. 18, a conservation and reclamation district of the State of Texas, (the "**District**") acting through its duly authorized General Manager (the "**Property Manager**"), and **Fruitful Commons**, a Texas nonprofit corporation, enter into this District-sponsored Community Garden License Agreement (the "**License Agreement**") on the date first above stated, upon the terms and conditions set forth below.

1. Premises. Effective _____ (the "**Effective Date**"), the District grants Licensee the right to use that certain tract of land described on the attached and incorporated **Exhibit A** (the "**Licensed Property**"), for the purposes granted in **Section 2 Purpose** of this License Agreement.

The District makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

2. Purpose. The District grants Licensee permission to use the Licensed Property solely to install, repair, operate, maintain, and remove a Community Garden, which for purposes of this License Agreement shall mean: (i) a garden for use by property owners within, or residents of, the District only; (ii) on separate plots within the Licensed Property; (iii) to grow, produce and harvest food crops for personal use, consumption or donation; (iv) is operated in a manner that includes water conservation and integrated pest management practices that promote a sustainable garden; and (v) is cultivated solely for the production of organic produce.

3. Improvements. Licensee shall secure initial approval by the Board of Directors of the District for all proposed improvements to the Licensed Property (the "**Improvements**"), including without limitation the installation of water irrigation systems, any removal of trees, installation of fencing and _____.

Licensee shall be solely responsible for all costs and expenses relating to purchase, installation, construction, operation and maintenance of the Improvements.

4. Consideration. In consideration of the mutual promises contained in this agreement, the receipt and sufficiency of which is acknowledged, Licensee is not required to pay any monetary consideration for this License Agreement.

5. Damages and Destruction. The parties agree that the District is not obligated to restore or repair the Improvements that may be removed, altered, damaged or destroyed as a result of the District's use, maintenance, and repair of the Real Property, including the Licensed Property.

If the District causes damage to or destruction of the Improvements, Licensee covenants

not to sue the District, or pursue other remedies, legal or equitable against the District to recover costs of repairing or replacing the Improvements.

6. **Term.** This License Agreement begins on the execution date and continues thereafter for so long as the Licensed Property is used solely for the purposes set out in **Section 2 Purposes**, subject to earlier termination as set out in **Section 11 Termination**.
7. **Limits on License.** The existing of this License Agreement is expressly subordinate to the present and future right of the District, its successors, assigns, lessees, and grantees, to construct, install, establish, maintain, use, operate, and renew any buildings, trees, public utility facilities, drainage facilities, rights-of-way, roadways streets and any appurtenances on, under, or above the surface of the Licensed Property, which improvements are collectively called "Public Facilities" herein.

District may enter the Licensed Property without giving notice and without incurring any obligation to Licensee to inspect, monitor or remove the Improvements or any alteration thereof. District shall attempt to provide reasonable notice, if possible, prior to any removal, but the failure to do so by the District shall in no way waive or limit any rights or remedies of District contained herein. Any removal will occur only if the Property Manager deems it is reasonably necessary: (a) to exercise the District's rights or duties with respect to the Licensed Property; (b) to protect persons or property; or (c) for the public health or safety with respect to the Licensed Property.

8. Terms and Conditions.

- A. **Repair or Replacement Public Facilities.** Licensee must pay all costs required to repair damage to or replace the Public Facilities, which are damaged, or destroyed as a result of activities under this License Agreement by, or on behalf of, Licensee.
- B. **Covenant on Licensed Property.** This License Agreement, until its expiration or revocation, runs as a covenant on the Licensed Property; therefore, the conditions set forth in this License Agreement inure to and bind each party's successors and permitted assigns. Licensee, and its assigns, if any, must notify any immediate successors-in interest to the Licensed Property about the existence of this License Agreement. Licensee may not assign this Agreement without the prior written consent of the District.
- C. **Maintenance.** Licensee shall maintain the Licensed Property in a state of good condition and by keeping the area free of debris and litter on an ongoing basis and in such a manner that full access for all inspection, monitoring and maintenance activities conducted by the District can be completed without disruption in a safe and expedient manner. Further, Licensee must timely and properly maintain all Improvements.
- D. **Special Provisions.** Licensee agrees to:

- (i) Annually on or before the anniversary date obtain written consent to continue the use of the Licensed Property as a Community Garden from the District. Failure to (i) timely obtain the District's Consent to continue the use of the Licensed Property, (ii) properly and timely operate and maintain the Improvements and Real Property, or (vi) cause the Licensee's insurance provider to provide a certificate of insurance and the insurance coverages required under the Insurance Requirements (defined below) are each grounds for the District to terminate this License Agreement.
- (ii) Annually prior to the anniversary of this Agreement during the term of this License Agreement provide an annual community garden report to the Property Manager identifying all persons that utilize the Licensed Property including the address of the property in the District owned or occupied by such persons .
- (iii) Make timely payment to the District for all water usage charges previously incurred with respect to the Licensed Property.
- (iv) Maintain all Improvements within the boundaries of the Licensed Property so that, at a minimum, the use and operation of the Licensed Property is in strict compliance with the maintenance requirements set forth in **Exhibit "B"** of this License Agreement and as these maintenance requirements may be changed, revised, or modified by notice from the District from time to time in its sole and absolute discretion (the "**Maintenance Requirements**") for the duration of this License Agreement.
- (v) Timely report to an appropriate legal authority any illegal activities that are observed and occur on the Licensed Property.
- (vi) Not grant a lien on the Licensed Property or pledge this License Agreement to any lender.

9. **Insurance.** The Licensee shall carry insurance in the types and amounts set forth in **Exhibit "C"** of this License Agreement (the "**Insurance Requirements**") for the duration of this License Agreement and furnish certificates of insurance and other requirements as described in the Insurance Requirements.

NO WORK MAY COMMENCE WITHIN THE LICENSED PROPERTY UNTIL THE DISTRICT GENERAL MANAGER ACKNOWLEDGES RECEIPT OF AN APPROVED CERTIFICATE OF INSURANCE. DISTRICT RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THIS LICENSE IF LICENSEE'S INSURANCE DOES NOT COMPLY WITH THE INSURANCE REQUIREMENTS. .

10. INDEMNIFICATION. LICENSEE AND ITS AGENTS (COLLECTIVELY CALLED "INDEMNITORS") HEREBY FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY CALLED "INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, AND ACTIONS OF ANY NATURE WHATSOEVER, ON ACCOUNT OF PERSONAL INJURY (INCLUDING WITHOUT LIMITATION,

WORKERS' COMPENSATION AND DEATH CLAIMS), OR PROPERTY LOSS OR DAMAGE OF ANY KIND WHATSOEVER, WHICH ARISES, OR IS CLAIMED TO ARISE, OUT OF OR IS, OR IS CLAIMED TO BE, IN ANY MANNER CONNECTED WITH, CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE IMPROVEMENTS ON THE LICENSED PROPERTY PURSUANT TO THIS LICENSE AGREEMENT, INCLUDING ANY INJURY, LOSS, OR DAMAGE CAUSED BY THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES, OR ANY OF THEM. INDEMNITORS MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL THOSE CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON USING COUNSEL SATISFACTORY TO INDEMNITEES' CITY ATTORNEY, AND PAY ALL ATTORNEYS' FEES AND ALL OTHER COST AND EXPENSES OF ANY KIND ARISING FROM ANY AFORESAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, OR ACTIONS.

THIS INDEMNIFICATION PROVISION DOES NOT APPLY TO ANY CLAIMS, SUITS, DAMAGE, COSTS, LOSSES, OR EXPENSES FOR WHICH THE DISTRICT HAS BEEN COMPENSATED BY INSURANCE PROVIDED UNDER SECTION 9 INSURANCE.

11. Termination.

- A. **Termination by Licensee.** Licensee may terminate this License Agreement by delivering written notice of termination to the Property Manager not later than thirty (30) calendar days before the effective date of termination. Licensee shall remove all Improvements from the Licensed Property within the 30-day notice period at its sole cost and expense. Failure to do so constitutes a breach of this License Agreement and authorizes the Property Manager to remove the Improvements and be indemnified by Licensee for any costs thereof.
- B. **Termination by District.** Subject to prior written notification to Licensee or its successor-in-interest, this License Agreement is revocable without cost to the District, including any cost District incurs to remove the Improvements, by the District if, in District's sole discretion, it determines that:
- (i) the Improvements are not removed, relocated or modified by Licensee as required under **Section 8.** Terms and Conditions of this License Agreement; or
 - (ii) the Improvements, or a portion of them, interfere with the District's rights in, or requirements for, the Licensed Property; or
 - (iii) the Improvements, or a portion of them, constitute a danger to the public, which the Property Manager deems not to be remediable by alteration or maintenance of such Improvements; or
 - (iv) despite thirty (30) calendar days prior written notice to Licensee, maintenance or

alteration to the Improvements necessary to alleviate a danger to the public has not been made; or

(v) Licensee fails to comply with the terms and conditions of this License Agreement including, but not limited to, not complying with the requirements of **Section 8** Terms and Conditions of this License Agreement, secure annual approval to continue the License Agreement or properly and timely maintain the Improvements; or

(vi) despite thirty (30) calendar days prior written notice to Licensee, Licensee has not provided Certificates of Insurance to the Property Manager; or after thirty (30) calendar days prior written notice to Licensee, the District requires that the License Agreement be terminated without cause.

Termination by Abandonment. If Licensee abandons or fails to maintain the Licensed Property, and the Property Manager receives no substantive response within thirty (30) calendar days following written notification to Licensee, then the District may remove all Improvements. Licensee covenants to pay the District’s actual expenses incurred in connection with the removal of the Improvements within ten (10) business days after being billed for the cost of the removal or replacement of the Improvements. All of the Improvements not removed are deemed property of the District when abandoned by Licensee without the need to condemn any Improvements.

12. Venue. Venue for all lawsuits concerning this License Agreement must be in the State District courts of Austin, Travis County, Texas.

13. Assignment. Licensee shall not assign, sublet or transfer its interest in this License Agreement without the prior written consent of the District.

14. Notice. Notice may be given by hand delivery, or certified mail, postage prepaid, and is deemed received on the third day after deposit in U.S. certified mail. Notice must be sent as follows:

If to District:

**Travis County Water Control & Improvement District no. 18
1502 San Juan Drive
Austin, Texas 78733**

If to Licensee:

15. Default. If Licensee is in default under any of the terms or conditions this License Agreement, then the Property Manager shall give Licensee written notice as set out in **Section 14 Notice**. Licensee will have thirty (30) calendar days from the date of the notice to take action to remedy the failure complained of, or such lesser period if such is required by

Property Manager, and, if Licensee does not satisfactorily remedy the same within that 30-day period, the District may remedy the default or contract to remedy the default. However, if the default is a monetary default, Licensee must cure that within ten (10) business days of notice. Licensee covenants to pay within ten (10) business days of written demand by the Property Manager, all reasonable cost expenses incurred by the District in remedying the default.

Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

16. **Compliance with Laws.** Licensee covenants that all construction, installation, repair, maintenance, and removal of the Improvements or Improvements permitted by this License Agreement must be done in compliance with all applicable District, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.
17. **Interpretation.** Although drafted by the District, this License Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
18. **Application of Law.** This License Agreement must be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this License Agreement, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this License Agreement.
19. **Survival of Obligations.** All provisions of this License Agreement that impose continuing obligations on the Licensee, including but not limited to any repair or replacement of the Public Facilities, reimbursement obligations, and indemnification obligations, shall survive the expiration or termination of this License Agreement.

DISTRICT:

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"
Description of Licensed Property

Exhibit “B”
Community Garden Maintenance Requirements

The Licensed Property must be managed and maintained, at a minimum, as follows:

1. A wildlife habitat must be provided on site, and include food, a maintained bird bath, cover, and places to raise young. Only native plants will be counted as food sources, do not include seed or nectar feeders.
2. Regular plot maintenance is required. Diseased or pest-infected plants should be removed. The person responsible for each garden plot (the “**Gardener**”) is required to control pest grasses and weeds. A garden will be considered out of compliance if there is no evidence of plot maintenance. This includes regular harvesting of produce.
3. Watering systems that operate independently from above ground faucets (e.g., systems on timers) are not permitted.
4. Strictly comply with all District water restrictions and water conservation measures.
5. All hose-end systems, such as drip lines and soaker hoses, must comply with District water restrictions.
6. When watering individual garden plot, the Gardener must remain on the Licensed Property.
7. Organic fertilizers, mulch and a rotation of plant varieties in order to build and maintain healthy soil structure and prevent soil loss and compaction.
8. All piles of mulch, soil and compost will be contained to prevent runoff and sedimentation.
9. No chemical treatments of herbicides, pesticides, or fungicides, and no synthetic fertilizers are allowed.
10. Fuel storage on site is not allowed.
11. The use of CCA pressure treated wood is prohibited.
12. No one is allowed on the Licensed Property between 10 pm and 5 am.
13. No alcohol, illegal substances, or glass containers are allowed.
14. No illegal substances may be grown.
15. Other than during the construction of the Improvements, District vehicles, unload

gardening supplies, equipment, and materials or brush pick-up, no driving on the Licensed Property is allowed.

16. No trenches may be dug around the perimeter of a Gardeners' plot.
17. Gardeners must remove their garbage from the site.
18. Pets must be on leashes.
19. Pet waste must be immediately removed.
20. Only structures identified as an Improvement are allowed, and must be approved by the District.
21. For any new construction or Improvement that exceeds \$50,000 in value, all federal ADA guidelines must be followed for garden accessibility under normal operating conditions:
 - a. Accessible routes and entrances to the facility as established by the ADA Standards for Accessible Design
 - b. Accessible routes of sufficient width so that wheelchair users can navigate between garden components (garden beds or plots)
 - c. Minimum gate and path width should be 3 feet across to allow for wheelchair access, and include turning locations with a turning radius of 5 feet in diameter. Paths must be kept clear to provide access.
 - d. Raised beds or plots about two feet high and 30 inches wide for disabled access from one side or 60 inches wide to be accessible from all sides, in at least some portion of the garden.
 - e. Gardens found not in compliance will have 30 days to meet ADA guidelines.
22. No artificial night lighting allowed except for properly shielded, solar powered or battery-powered lighting appropriate for path lighting or motion-sensor lighting for safety.
23. All Garden signage must be approved by District.
24. Animal enclosures must be approved by the District, including bee hives/frames and chicken coops.
25. All lawn and grass areas outside the Gardener plots must be kept mowed and maintained such that the height of all grass and plantings are no taller than 4 inches.
26. Licensed Property may not be left unattended for more than four (4) consecutive weeks.

Exhibit “C”
Insurance Requirements

Section 1. From the effective date of the License Agreement until its expiration or earlier termination, Licensee shall carry insurance in the following types and amounts:

- 1.1 Commercial General Liability Coverage with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverages A & B. The policy shall contain the following provisions and endorsements in favor of the District:
 - 1.1.1 Blanket Contractual liability coverage for liability assumed under the License Agreement;
 - 1.1.2 Products and completed operations coverage;
 - 1.1.3 Independent contractors coverage;
 - 1.1.4 Personal and Advertising injury coverage;
 - 1.1.5 Additional Insured endorsement (Form CG 2010);
 - 1.1.6 Waiver of Subrogation endorsement (Form CG 2404); and
 - 1.1.7 30-Day Notice of Cancellation endorsement (Form CG 0205).

Section 2. From the commencement date of the License Agreement until the expiration or earlier termination of the License Agreement, Licensee shall cause any contractor or subcontractor constructing improvements to the Licensed Property to carry insurance, and to provide District proof of such insurance prior to commencing any construction work in the Licensed Property, in the following types and amounts:

- 2.1 Employers Liability and Workers’ Compensation Insurance. Minimum policy limits for Employers' Liability shall be \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. Workers' Compensation coverage shall be consistent with statutory benefits described in the Texas Workers’ Compensation Act, Section 401. Coverage shall apply to the State of Texas. The policy shall contain the following endorsements in favor of the District:
 - 2.1.1 Waiver of Subrogation (Form WC 420304); and
 - 2.1.2 30-Day Notice of Cancellation (Form WC 420601).
- 2.2 Commercial General Liability Coverage with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B. The policy shall contain the following provisions and endorsements in favor of the District:
 - 2.2.1 Blanket Contractual liability coverage for liability assumed under the contract with the contractor or subcontractor in question;
 - 2.2.2 Products and completed operations coverage;

- 2.2.3 Independent contractors coverage;
 - 2.2.4 Explosion, Collapse, and Underground (XCU) coverage;
 - 2.2.5 Personal and Advertising injury coverage;
 - 2.2.6 Additional Insured endorsement (Form CG 2010);
 - 2.2.7 Waiver of Subrogation endorsement (Form CG 2404); and
- 2.3 30-Day Notice of Cancellation endorsement (Form CG 0205).
- 2.4 Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a limit of \$500,000 per occurrence for bodily injury and property damage liability. The policy shall contain the following endorsements in favor of the District:
 - 2.4.1 Additional Insured endorsement (Form CA 2048);
 - 2.4.2 Waiver of Subrogation endorsement (Form CA 0444); and
 - 2.4.3 30-Day Notice of Cancellation endorsement (Form CA 0244).
- 2.5 Builders' Risk Insurance on an all risk physical loss form in the amount of the maximum contractor amount for any improvements made to the Licensed Property. Coverage shall commence upon the date any work with respect to such improvements begins and shall continue until the work is complete and a final certificate of occupancy is issued with respect to the improvements. The District shall be a mortgagee/loss payee on the policy. If off-site storage is permitted with respect to the work, coverage shall include transit and storage in an amount sufficient to protect any property being transported or stored.

Section 3. Licensee shall provide the District at least thirty (30) calendar days written notice of erosion of the aggregate limit below the minimum required combined single limit of coverage.

Section 4. Licensee shall not acquire any property or commence work under the License Agreement until it has obtained all required insurance and until the Risk Management Division of the District has reviewed and approved such insurance coverage.

Section 5. All insurance required to be obtained under this Exhibit "C" must be written by a company licensed to do business in the State of Texas at the time the policy is issued, and the company must be rated by A.M. Best at B+ VII or better and reasonably acceptable to the District.

Section 6. All endorsements, waivers, notices of cancellation, notices of non-renewal or any other endorsements as well as the Certificate of Insurance shall:

- 6.1 Name the District at the following notice address:

Travis County Water Control & Improvement District no. 18

1502 San Juan Drive

Austin, Texas 78733

6.2 Obligate the insurance company to notify in writing the District at its notice address of any non-renewal, cancellation or material change to the policy, at least thirty (30) calendar days before the change or cancellation.

Section 7. The “other” insurance clause shall not apply to the District where the District is an additional insured shown on the policy. It is intended that the policies required in the License Agreement shall be considered primary coverage.

Section 8. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the License Agreement or, in the case of a claims-made policy, the twenty-four (24) month period following the expiration or earlier termination of the License Agreement.

Section 9. The District reserves the right to review the insurance requirements described in this Exhibit “C” and to make reasonable adjustments to insurance coverages, and their limits, when deemed necessary and prudent by the District based upon changes in statutory law, court decisions, or the claims history or financial condition of the insurance company or Licensee.

Section 10. The District shall be entitled, upon request, and without expense to the District, to receive copies of the requisite insurance policies and all endorsements thereto and to make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies).

**Cuernavaca Community Garden
Member Agreement July-Dec 2021
1500 San Juan Drive, Austin 78733**

Garden Dues:

4x4 plot: \$16/year

4x8 plot: \$32/year

4x12 plot: \$48/year

10x10 plot: \$100/year

Make checks payable to: TBD

Name: TBD

Address: TBD

Plot:

Payment for the year is due in full before the garden season begins.

The first name to appear on the Gardener's Contract is considered the "Primary Gardener." All gardeners on the contract are collectively bound by the contract. Gardeners on multiple gardener contracts agree that the first name on the contract is the designated contact for all business correspondence from the garden. Any new gardener, including a "temporary" helper, must be added to the contract and have a signed Indemnity Form on file before being allowed to garden the plot.

I understand that this payment is not refundable if I leave the garden before year-end, and that my membership and plot rental is non-transferable.

Each gardener is required to attend a mandatory orientation held with a Garden Manager and complete a SPONSORED GARDEN MEMBER LIABILITY RELEASE form before any work in the garden can begin.

New gardeners must complete the following within three weeks of rental or forfeit their plots without refund of rental fee:

- Plot cleared of all plant material other than healthy herbs, perennials or vegetables.

-At least one-half of the plot must be newly planted and the other half mulched or cover cropped

A gardener may be assigned only one plot at a time. If a gardener has a small plot and wishes to work a larger plot, the Site Coordinator may switch them to the larger plot when one becomes available; however, the gardener must relinquish the smaller plot.

Garden access:

Entry codes will be provided upon payment of the annual fee and will be changed annually to protect the safety of the garden.

Garden Etiquette:

This garden is a group of friendly neighbors who reside within the WC-18 Water District and share a common interest in gardening. As such neighbors, respectful communication is expected at all times. If required, conflict resolution should occur according to the specifications in this contract.

Any harassment, threats, verbal abuse or acts of violence by any person against any other person are unacceptable. Any act of this type should be reported to a member of the Steering Council. Any act of this type by any member will result in the forfeit of their garden plot.

Smoking and the use of tobacco are not allowed on the premises.

Audio devices are not allowed unless used with earphones.

Temporary structures should not shade a neighbor's plot without approval of that neighbor.

No kitchen scraps can be added to the compost or tilled into garden plots to avoid problems with rodents.

No glass containers are allowed in the garden area.

Gardeners must remove their garbage from the site.

Gardeners must maintain and clean cooperative tools after using them. Tools cannot be borrowed for off-site use. Tools broken through negligence or misuse must be replaced by the negligent person.

Use of the driveway entrance must be approved by the Steering Council prior.

Gardening hours are from sunrise to sunset.

Gardeners may only harvest vegetables and flowers from their garden.

Communication (or Agreements)

CCG uses Google Groups for communication. Gardeners are responsible for reading the Cuernavaca Google Groups list server for important announcements about garden issues and activities; CCG@googlegroups.com

By signing this contract, I agree that I have reviewed the CCG Agreements and I agree to abide by them. Amendments to the agreements may be submitted to the garden committee at any time, by any member and are subject to updates as determined by the Steering Council.

Community Labor Requirements:

Gardeners or gardening partners listed on the contract agreement are required to work an average of 12 hours per year for the maintenance and development of the common areas of the garden.

Community Workdays take place every month on the 1st Saturday. The main focus of the Community Workday is to maintain the common areas of the garden (areas that are shared by everyone).

If a gardener does not attend the Community Workday, he or she is required to fulfill the 1- hour requirement sometime before the end of the month. The Work Day Leader will leave a list of tasks left unfinished from the Workday in the Work Hours Notebook, which can be found in the tool shed. The gardener is required to use that notebook to document community tasks he or she does during the month.

Payment in lieu of volunteer hours if approved in advance by the Steering Council will be billed at \$20/month. A payment notice will be sent at the end of the month.

Children:

All children under 12 must be under adult supervision at all times and are not allowed in the tool shed. Children under 18 years of age may not use motorized Community Garden tools.

Pets:

Pets must be restrained on leashes at all times and are allowed on paths only. Gardeners must clean up after their pet.

Materials and Products Prohibited in the Garden and Compost:

Chemically treated wood (i.e. wolmanized wood).

No synthetic chemical treatments with herbicides, pesticides, or fungicides, and no synthetic fertilizers are allowed. Organic herbicides, pesticides, fungicides, and fertilizers are permitted unless specifically excluded by the garden executive committee.

No trees, shrubs, bamboo, cacti, castor beans (or other poisonous plants) or illegal plants may be planted.

Plants treated with neonicotinoids by the grower - read labels and ask the nursery. Neonicotinoid pesticides are systemic, persist for several years, and are deadly to bees, butterflies and other pollinators.

Any product or compost that may contain dead animals, commercial waste/garbage by-products, bio-solids or effluent. Please ask your Garden Leader, if you are uncertain about whether a product is organic or appropriate for use in a vegetable garden.

Untested horse manure, which may contain weed seeds or high levels of herbicides, due to grasses ingested by the horses.

No sweets, oils, nut based products, fish or meat scraps should be added to the Compost. **Please follow the specific composting guidelines posted on site.** Use only leaves, grass clippings and vegetable matter in the compost that are known to be free of disease, herbicides and pesticides in the compost.

No unattended watering at any time. Watering systems that operate independently from the above ground faucets are **not** permitted.

Plot maintenance:

Regular plot maintenance is required. Garden plots should be cared for at least once a week. Gardeners are required to control pest grasses and weeds, which can spread into neighboring gardens through seed dispersal or root growth. A garden will be considered out of compliance if there is no evidence of plot maintenance. This includes regular harvesting of produce.

Notify the Garden Site Coordinator if you cannot care for your plot. Each gardener is responsible for making arrangements to have his/her plot(s) watered and maintained during their absence. If a plot appears neglected or abandoned (un-watered and/or overrun with weeds) the gardener will be given 2 weeks (14 days) notice to correct the violation. After this time a designation of

abandonment will be decided by a vote of the Steering Council and the plot will be forfeited and made available to the next person on the waiting list.

Diseased and pest-ridden plants must be removed from the site.

Edging materials may be used, provided they are limited to cedar, untreated pine, stone or masonry.

Safety and Security:

Protect gate and/or tool shed lock combination.

Members must sign in and out on the posted sign in sheet when they arrive and leave the site.

The gate must be kept closed at all times.

If you are the last gardener around, lock the tool shed and gate when leaving.

The tool shed and gate are to remain locked from sundown to sunrise.

Webcams are present to provide additional information about the security of the property including wildlife infringement.

Parking alongside San Juan is on a first come -first serve basis. Please respect our San Juan neighbors by not parking or blocking access to properties on this street. Bicycling or walking to the garden are options that will help us to moderate traffic flow in the area.

Contract Renewal / Termination:

Plot assignment is for a calendar year, with dues payable at time of assignment and annually thereafter. Timely payment of dues automatically extends the plot assignment for the next calendar year.

Notify the Garden Site Coordinator upon voluntary termination of your contract preferably at the ending of your contract period. Please clear your plot of all dead plants, weeds, trash, tools, sticks, and/or cages.

Liability disclaimer:

The Cuernavaca Community Garden is not responsible for personal injury or property damage incurred by any plot partner, or for theft, loss or destruction of any property owned by any plot partner.

Failure to comply with this agreement, the site rules, and/or authorized CCG signage and guidelines is grounds for membership revocation.

CCG Plot Member Name:

CCG Plot Member Signature:

Additional Supporting Member Names:

Address:

E-mail:

Phone:

Plot # _____

Date _____



Cuernavaca Community Garden Bylaws

update May 24, 2021

The following bylaws for the Cuernavaca Community Garden (CCG) describe the structure, operations, and decision-making of the CCG. In addition, CCG will comply with the requirements specified in the Fiscal Sponsorship Agreement with Fruitful Commons (FC). The Cuernavaca Community Garden is made possible through the efforts of the volunteer leadership of the CCG; sponsorship by FC; through plot rental fees paid by gardeners; and through generous donations from neighbors and local businesses.

Section 1: Name

The name of the garden is Cuernavaca Community Garden and hereafter shall be referred to as “CCG”.

Section 2: Purpose

We strive to serve the Cuernavaca, Austin neighborhood by:

- Providing local gardeners with space to grow a reliable source of fresh, nutritious, organic, and affordable food.
- Creating a gathering space that brings together diverse neighbors to encourage cooperation, collaboration and friendship.
- Providing a community space for free educational and enrichment activities on a variety of topics related to gardening, water conservation, healthy living and our community.
- Creating a sustainable urban-nature ecosystem that provides a habitat for wildlife and transforms an underutilized space into a beautiful and useful community area.

Section 3: Values

1. Inclusion/Diversity – Accessibility; affordability; elderly and intergenerational participation; appreciation of human and cultural differences.
2. Building Community – Participation and empowerment of community members; sharing knowledge and skills; relationship with schools and community groups; decision-making through democratic process; cooperation among members; developing long-time friendships among neighbors.
3. Site – Transforming the space; creating wildlife habitat; using sustainable practices; practicing the “old ways” and promoting the use of heirloom seeds and plants.
4. Food-related – Promoting locally grown food; increasing food security and diversity of food supply; supporting the community right to have enough to eat; promoting improved



nutrition; providing education about food source, gardening, water conservation, nutrition and environmental awareness.

Section 4: Location

The physical location is 1500 San Juan Drive. Austin, TX 78733. The mailing address is the mailing address of the Treasurer.

Section 5: Membership and Plots

All members shall have the following voting rights, privileges and obligations as outlined below:

1. Eligibility - Membership shall be granted to all persons
 - a. 18 years of age and older,
 - b. if they sign and abide by the Garden Contract, the Rules for Garden Maintenance, and a Liability Release Form and attend an orientation. Every member must sign a new Garden Contract and Liability Release Form each year.
 - c. Reside within and are served by Travis County Water Control & Improvement District 18
2. Member Categories—There are categories of members: 1. Garden plot holders; 2. Member volunteers. A member is in good standing if he/she has signed a Garden Contract and Liability Release Form for the current year and has paid all plot rental and ancillary fees that are due.
3. Plots are limited to one per household, except in the situation where there is no waitlist.
4. A number of plots shall be set aside for use by youth groups, education or charitable organizations at no cost as determined by the Steering Council.
5. There will be a variety of communal areas that shall be shared by all members.
6. Common amenities will be provided, including running water and a limited supply of mulch, compost, and basic tools for all gardens to share.
7. Plots reserved for an organization must have one main contact. A list of authorized users must be provided to the Steering Council. All authorized users must sign and abide by the Rules for Garden Maintenance, the Garden Contract, and an Liability Release Form.
8. Dues are payable on January 1st of each year and must be paid before taking possession of a plot or voting on any garden issues. A plot holder who takes possession of a plot after July 1 shall pay reduced dues through the end of the year. Special arrangements for payment plans/scholarship will be made by the Steering Council based on need.
9. Members who do not abide by the Garden Contract or the Rules for Garden Maintenance may have their membership revoked by the Site Manager. A member may appeal revocation to the Steering Council.



10. Plots will be assigned on a first come first serve basis from the waiting list maintained by the Membership Team.
11. Each member in good standing is eligible to one vote in the Steering Council election at the Annual Meeting of members and on any other matter presented to the membership by the Steering Council. All contract signatories are eligible for voting purposes if they are members in good standing. All matters presented by the Steering Committee for a decision by the membership shall be decided by a $\frac{2}{3}$ majority vote.

Section 6: Managing body of the Garden

The Steering Council shall have general power to manage and control the affairs of the CCG; shall determine its policies and charges therein within the limits of the Bylaws; shall actively pursue its purposes; participate in committee work; and shall have the discretion in the disbursement of its funds consistent with such purpose. The direction and management of the affairs of the Garden and the control and disposition of its properties and funds shall be vested in a Steering Council, as described below:

1. The number of Steering Council members shall be seven. A meeting quorum will be four members.
2. The Steering Council shall consist of the following: Steering Council Facilitator; Treasurer; Secretary; Site Manager; Communication/Education Outreach Liaison; Membership/Orientation Liaison; Fundraising Liaison.
3. An Annual Meeting of members for election of Steering Council members/officers shall be held at a date, time, and place designated by the Steering Council, with notice of the meeting provided to all members at least 14 days prior to the meeting. The Steering Council may also schedule additional membership meetings with the same notice requirements. Each notice of a membership meeting shall state the purpose or purposes for which the meeting is called. A quorum for a General Membership meeting shall be defined as at least 20% of the current membership. For members unable to attend the meeting, the option of voting by e-mail will be made available with a voting window of one week. Members voting by e-mail will be counted in the quorum.
4. The Steering Council is also authorized to hold Electronic Votes and Surveys, which shall be as binding as General Membership votes provided that a minimum interval of one week is allowed for voting.
5. The Steering Council shall be elected at the Annual Meeting of members. Steering Council members shall serve for two years or until a successor is elected. Steering Council terms shall be staggered. Initially for the first election, the Steering Council Facilitator, Secretary, Communication/Educational Liaison shall be elected to two year terms. The Treasurer, Site



Manager, Membership/Orientation Liaison, Fundraising Liaison shall be elected to one year terms.

6. Members shall be eligible to serve consecutive Steering Council terms if nominated and voted upon in compliance with all terms of the Bylaws.
7. All members in good standing are eligible to be candidates for the Steering Council.
8. All members in good standing are eligible to vote for the members of the Steering Council.
9. All decisions of the Steering Council shall be by two-thirds ($\frac{2}{3}$) majority vote after reasonable efforts to reach consensus. For the sake of clarity, two-thirds ($\frac{2}{3}$) of seven is rounded to 4.
10. The Steering Council meetings shall be held monthly at a date, time, and place designated by the Steering Council at a previous meeting or by the Steering Council Facilitator, with notice of the meeting provided to all members at least 7 days prior to the meeting. Each notice of a Steering Council meeting shall include an agenda describing any matter that may be considered for decision at the meeting. Any member may attend and participate in a Steering Council meeting but only Steering Council members are entitled to vote.
11. The Steering Council may declare a Steering Council position vacant if the member holding that position has missed more than three consecutive meetings or a total of six meetings during the year. Any Steering Council member may be removed at any time, with cause, by a vote of two-thirds ($\frac{2}{3}$) of the full Steering Council. Any member of the Steering Council may resign at any time by giving written notice to the Steering Council, which notice may be delivered electronically.
12. In the event of a vacancy on the Steering Council, the council will solicit and fill the position with an alternate member by two-thirds ($\frac{2}{3}$) majority vote of the Steering Council.
13. The Steering Council shall act only as a body and the individual members shall have no power as such, nor shall they be held responsible individually for the Steering Council's actions.
14. The Steering Council shall create Committees, as needed, to carry on the business of the CCG. Committee Chairs shall be any member in good standing, and will report to the Steering Council as directed.
15. Action without Meeting - Any action taken by the Steering Council without a meeting shall require the vote of three-fourths ($\frac{3}{4}$) of Steering Council membership. Such vote shall be permitted electronically. For the sake of clarity, three-fourths ($\frac{3}{4}$) of seven is rounded to 5.
16. No later than **X** of each year, the Steering Council shall name a Nominating Committee to determine and organize the nominees for Steering Council positions to be elected at the upcoming Annual Meeting of members. Any member in good standing may self-nominate for a Steering Council position.
17. The Steering Council shall be responsible for developing a grievance process that will allow for removal of a gardener or member of the Steering Council who does not abide by the values of the garden as stated in the Bylaws or fails to meet the terms of the gardening contract or violates rules for garden maintenance.



Section 7: Duties of Steering Council Members

1. Steering Council Facilitator shall be responsible for scheduling and creating an agenda for monthly Steering Council meetings, as well as arranging for facilitation of the meetings. Either the Steering Council Facilitator or the Treasurer shall serve as the FC Liaison.
2. Treasurer shall be responsible for maintaining the membership list and the all-members e-mail list, collecting annual contracts, maintaining a database of plot assignments, collecting plot fees and payments in lieu of work hours, notifying gardeners about non-payments, receiving money from fund raising projects, keeping financial records, preparing monthly financial statements and preparing an annual budget. The Treasurer or Steering Council Facilitator shall serve as the FC Garden Liaison.
3. Secretary shall
 - a. take minutes of meetings and make them available to Steering Council members, including minutes from previous meetings which will be submitted for approval.
 - b. Certify and maintain a copy of these Bylaws, as amended or otherwise altered to date.
4. Site Manager shall coordinate all aspects of caring for and maintaining the physical site. Site Manager is also responsible for monitoring compliance with all garden rules, notifying members of any obligations not being fulfilled, and notifying members of revocation of membership if member doesn't come into compliance.
5. Communications/Educational Outreach Liaison shall recruit new gardeners, coordinate outreach in the community, recruit volunteers, coordinate classes/education series, manage social media and provide regular communication to garden members.
6. Membership/Orientation Liaison shall maintain the garden waiting list, schedule orientations for rental of plots, assign garden plots, assist in obtaining signed yearly contracts, monitor abandoned plots in conjunctions with Site Manager and arrange for transfer of abandoned plots as needed, monitor the database of plot assignments, maintain current map of plot assignments and coordinate with the work hours team.
7. Fundraising Liaison shall oversee fundraising events and seek out and apply for relevant grants.
8. Annual Report - At the Annual Meeting of general membership, the Steering Council shall present a report showing in appropriate detail the financial status of the CCT, the current number of members and change in membership numbers since the prior year.

Section 8: Finances, expenses, and dues

1. The Treasurer:
 - a. will prepare a proposed Operating Budget each year, for approval by the Steering Council. The budget will consider required capital outlays, maintenance costs, utilities, and any other anticipated expenses for the coming year. In addition, this proposed budget will outline expenditures that are optional or contingent on fundraising efforts.

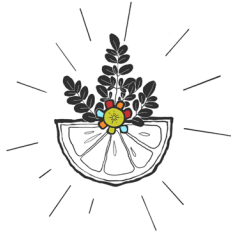


- b. Will disburse, or cause to be disbursed, the funds as approved and directed by the Steering Council.
 - c. Keep and maintain adequate and correct accounts, or review and verify such reports if they are prepared by FC. financial reports showing the balance sheet, income statement and expenses compared to the approved Operating Budget shall be presented to the Steering Council on no less than a quarterly basis.
 - d. will be responsible for ensuring all financial reports and tax compliance required to be performed by FC has been filed timely.
2. Recurring cost, such as utilities and basic operating expenses, are expected to be covered by plot rental fees. Rental fees may be adjusted annually based on water usage fees and operating expenses.
 3. Plot rental shall be set by the Steering Council and paid at the beginning of each fiscal year. Fees are non-refundable.
 4. Gardeners who do not meet the monthly work requirement will be charged a fee in lieu of work. This fee will be set annually by the Steering Council. Gardeners who fail to complete more than 6 monthly work requirements annually, without waiver by the Steering Council based on extenuating circumstances, will be subject to plot release.

Section 9: Limitation on Liability for Steering Council—No Steering Council member shall be liable to the Association or its members for monetary damages for any action or inaction, unless that member engages in intentional misconduct or knowing violation of the law. All members of the Steering Council shall be covered by Directors and Officers Insurance carried by FC.

Section 10: Privacy All names, email addresses, financial records of all members are to be kept confidential and are only for use by the CCG for the purposes of managing operations. Membership lists are not to be sold or distributed to any business or organization.

Section 11: Bylaws should initially be approved at a Steering Council meeting by majority vote. Bylaws can be amended by two-thirds ($\frac{2}{3}$) vote of the Steering Council with at least ten days' notice given to the general membership of the proposed Bylaws change.



Fiscal Sponsorship Agreement Cover Page

Project Name Cuernavaca Community Garden

Project Contact

Contact Address

Contact Phone

Contact Email

The following items are attached to and made a part of this Agreement:

Fiscal Sponsorship Agreement

Scope of Services

Project Description and Budget

Sponsor Terms and Policies

Welcome to Fruitful Commons we support neighborhood leaders and organizations to grow food, strengthen communities, and foster stewardship of the natural commons

By: _____
Fruitful Commons

By: _____
Project Contact

Date:

Date: _____

Special Project Fund Agreement

This Fiscal Sponsorship Agreement (this “Agreement”), dated as of _____, 20**21** (the “Effective Date”), is made by and between **Fruitful Commons**, a **Texas** nonprofit non-stock corporation, qualified as a public charity and exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (“Sponsor”) and **Cuernavaca Community Garden** (the “Project”).

WHEREAS, Sponsor has determined that sponsoring the Project as more fully described on Exhibit A, will further Sponsor’s tax-exempt purpose, its mission, and activities and that providing access to and the benefits of Sponsor’s nonprofit status to the Project is consistent with and forwards its mission, principles and work;

WHEREAS, Sponsor’s Board of Directors (the “Board”) has approved the establishment of a restricted fund to receive gifts, grants, contributions, donations, and other support for the Project and to make disbursements to the Project in furtherance of the Project’s mission (such as gifts, grants, contributions, donations and disbursements and any other income Sponsor receives in connection with the Project, collectively the “Funds”); and

WHEREAS, Sponsor desires to act as the fiscal sponsor of the Project by receiving assets and incurring liabilities identified for the purposes of the Project and using them to pursue those purposes, which the Board has determined will further Sponsor’s charitable goals.

NOW, THEREFORE, in consideration of the terms and conditions and the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(1) On the Effective Date, as noted above, Sponsor shall assume operation of the Project, which operation shall continue in effect unless and until terminated under Section 13 of this agreement.

(2) By agreeing to the full benefits of fiscal sponsorship, Sponsor shall provide the Services as defined by the Scope of Services, and assumes programmatic, legal and financial responsibility for all Project activities.

(3) Beginning on the Effective Date, Sponsor shall place Funds received by Sponsor for purposes of the Project into a restricted fund to be used for the sole benefit of the Project’s mission as that mission may be defined by the Project from time to time with the approval of Sponsor. Neither party shall spend or otherwise obligate Sponsor to pay for an amount

or amounts exceeding the balance in the restricted fund, nor shall either party authorize or permit anyone to do so.

Sponsor retains the unilateral right to spend the Funds so as to accomplish the purposes of the Project as nearly as possible within Sponsor's sole judgment, subject to any more specific donor-imposed restrictions on the charitable use of such assets.

The parties agree that all money and the fair market value of all property in the restricted fund be reported as the income of Sponsor on Sponsor's financial statements and tax returns.

(4) The Project may solicit gifts, contributions, and grants to Sponsor earmarked for the purpose of the Project. The Project's choice of funding sources to be approached, and the text of the Project's fundraising materials, is subject to Sponsor's prior written approval. Sponsor shall be responsible for the processing and acknowledgment of all Funds received for the Project, which shall be reported as the income of Sponsor for both tax purposes and for purposes of Sponsor's financial statements. Sponsor must co-sign all original letters of inquiry.

(5) The Project may solicit grants to be paid to Sponsor that are earmarked for the activities of the Project. The Project shall notify Sponsor of grants it plans to pursue and shall submit to Sponsor a copy of any completed grant application for review and approval by Sponsor prior to submission. The Project acknowledges and agrees that any grant agreements or other contracts shall be executed by Sponsor. As with other fundraising, Sponsor shall be responsible for the processing and acknowledgment of all grant Funds received for the Project, which shall be reported as the income of Sponsor for both tax purposes and for purposes of Sponsor's financial statements.

(6) All Funds received by Sponsor under the terms of this Agreement, less any applicable fees, shall be devoted to the purposes of the Project, within the tax-exempt purposes of Sponsor, as understood by and with funding sources.

(7) Sponsor will maintain books and financial records for the Project in accordance with generally accepted accounting principles. Project shall submit a semi-annual report to Sponsor on Project activities.

(8) All community projects, public information work, fundraising events, processing and acknowledgment of cash and non cash revenue items, accounts payable and receivable, negotiation of leases and contracts, disbursement of Project funds (including grants), and other activities conducted by the Project shall be the ultimate responsibility of Sponsor and shall be conducted in the name of Sponsor beginning on the Effective Date. Sponsor shall also provide the services listed in the Scope of Services beginning as of the Effective Date

(9) The parties shall abide by the Sponsor Terms and Policies set forth on Exhibit B attached hereto, which Sponsor may amend from time to time with advance written notice to the Project.

(10) The Sponsor will assess administrative fees against this Project in accordance with the Sponsors published fee schedule, as amended from time to time. The Sponsor may also assess the Project to cover any unusual expenses incurred in connection with the administration of the Project. Annually (“within 30 days of the anniversary date of this Agreement”), Sponsor and Project will review the scope of services described and related activities actually provided during the previous year under this Scope of Services Addendum. As a result of such review, Sponsor in its reasonable discretion may propose and assess an adjustment to the administrative charges described above for succeeding periods of this Agreement; such adjustment to take effect thirty (30) days after proposed by Sponsor unless Project objects to such adjustment or terminates this Agreement.

(11) Unless otherwise agreed by the parties in writing, any tangible or intangible property, including Intellectual Property, obtained from third parties or created in connection with the Project shall be the property of Sponsor, held for the charitable purposes of the Project. For purposes of this Agreement, “Intellectual Property” means any and all copyrights, information or knowledge, ideas, strategies, models, research, and documents developed, presented, developed, and discussed in connection with this Agreement as it relates to items of information or knowledge, which can be incorporated in tangible objects.

(12) Either party may terminate this Agreement by giving thirty (30) days’ written notice to the other party. Notwithstanding the foregoing, Sponsor may terminate this Agreement immediately upon notice to the Project (i) if the Board determines that Sponsor’s continued fiscal sponsorship of the Project may jeopardize Sponsor’s tax-exempt status; (ii) when the Project no longer requires the services of Sponsor; or (iii) for the Project’s breach of this Agreement. Upon termination, Sponsor will provide the Project with detailed revenue/expense/budget reports to determine if there are Funds held by Sponsor for the Project or fees owed to Sponsor. Payment to either party of these funds is due within thirty (30) days of the termination date, unless other terms are mutually agreed upon by the parties in writing.

(13) If the objectives of the Project can still be accomplished but the Agreement was terminated by either party in accordance with the Termination provision set forth in Section 12 above, the Project may identify another nonprofit corporation that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code, is not classified as a private foundation under Section 509(a), and that is willing and able to sponsor the Project (“Successor”). If a Successor is found, the balance of the Funds held by Sponsor for the Project, together with any other assets held or liabilities incurred by Sponsor in connection with the Project, shall be transferred to the Successor as soon as administratively possible, subject to the approval of any third parties (including funding sources) that may be required. If the Project has formed a new organization qualified to be a Successor as set forth in this Section 14, such organization shall be eligible to receive all such assets and liabilities so long as such organization is exempt from federal tax under Section 501(c)(3) of the Internal Revenue Code. If no Successor is identified, Sponsor may allocate the Project’s Funds, other assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations.

(14) The Project agrees to (i) maintain the Project’s integrity by fulfilling its obligations as specified on Exhibit A hereto; (ii) maintain regular contact with Sponsor and respond in a

timely manner to requests for information from Sponsor staff; (iii) provide original receipts and all requested documentation to Sponsor for expenditures; (iv) identify Project as “a Project of Fruitful Commons” on all promotional and fundraising materials; and (v) notify Sponsor of any substantive changes in programming, affiliation or administration of the Project. Sponsor agrees to (i) present a report of Project activities to Sponsor’s Board of Directors at regular meetings; (ii) list the Project in Sponsor promotional materials, websites, newsletters, and other forms of communication; and (iii) allow Project to utilize Sponsor’s online fundraising tools.

(15) Project shall not use any portion of the funds raised to Lobby, participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

(16) If the Project engages in any activity in connection with the Project that requires legal counsel or petitions and generates fees in connection therewith (collectively, “Fees”), Project agrees to notify Sponsor immediately. The parties agree that, to the extent possible, the Funds should be used to cover such Fees. Where Funds are not available, Sponsor may cover the Fees on behalf of the Project in its sole discretion. The Project hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Sponsor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys’ fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Project, its employees or agents, in applying for or accepting the Funds, in expending or applying the Funds furnished pursuant to this Agreement or in carrying out the Project, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Sponsor its officers, directors, trustees, employees or agents.

(17) The Project acknowledges and agrees that Sponsor will devote such time to management of the Project’s Funds and to general supervision of the Project as it sees fit and in its sole discretion.

(18) Notices provided hereunder shall be given in writing by personal delivery, by mail, registered or certified, postage prepaid and return receipt requested, or by electronic communication. Notices delivered personally shall be deemed communicated upon actual receipt; mailed notices shall be deemed communicated three (3) days after the post-marked date of mailing to the below addresses; notices delivered by electronic communication shall be deemed communicated on the date sent.

(19) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed entirely within such State.

(20) This Agreement and the exhibits and schedules attached hereto constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement may not be modified, except in writing signed by the parties.

Scope of Services

Cuernavaca Community Garden

As part of the Fiscal Sponsorship Agreement between Fruitful Commons and Cuernavaca Community Garden, Fruitful Commons will provide the following services:

Special Project Fund Services:

- Contract management and approval
- Coverage under Sponsor's insurance policies
- Accepting and receipting charitable donations, including donations with a fair value exchange of goods and services and in-kind donation
- Accounts payable processing
- Secure online donation form
- Account statement production and review by request
- Operational advising

Fees will be assessed as follows:

- 10% of deposits
(Fruitful Commons may also assess the Project for any unusual expenses incurred in connection with the administration of Project assets.)

Terms of this Scope of Services will be reviewed 12 months from execution date.

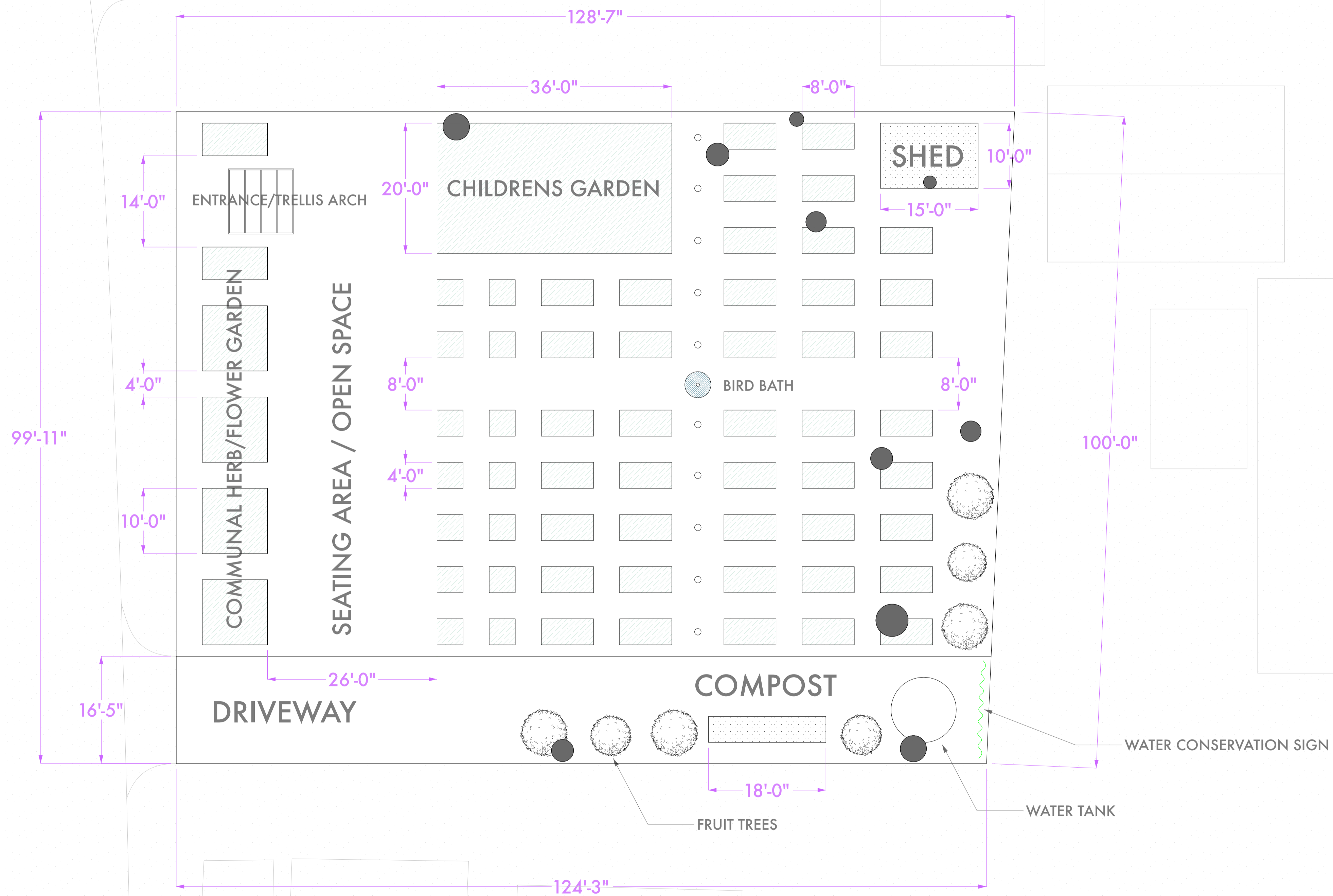
Exhibit A
Detailed Project Description and Budget

[Include any and all relevant information about the Project: goals, plans, staffing, service delivery, etc.]

Exhibit B
Sponsor Terms and Policies

[Include any and all Sponsor policies and expectations not previously outlined]

SAN JUAN DRIVE



- EXISTING TREE
- 4' x 4'
- 4' x 8'
- 10' x 10'

SPONSORED GARDEN MEMBER LIABILITY RELEASE

In consideration for my participation as a member at a community garden sponsored by Fruitful Commons(FC), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that FC and its insurers, employees, administrators, officers, directors, instructors, volunteers, and associates, shall not be liable for damages, expenses, personal injury or death, which may arise in the future, related to, connected with, or growing out of participation in FC's programs, regardless of whether such injuries result, in whole or in part, from the negligence or gross negligence of FC.

I understand and acknowledge that participation as a gardener or member at an FC-sponsored community garden may involve risk of serious injury, including permanent disability and death.

I understand that while I am participating at an FC-sponsored community garden, I may have the opportunity or may be called upon to operate gardening tools including but not limited to, shovels, wheelbarrows, and rakes.

I agree that if at any time I feel that any activity in which I am participating is unsafe, I will cease such activity. I agree that if I feel that I am not fully qualified to use any equipment I will seek further training or will refrain from using such equipment.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries,damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge FC, its insurers, employees, officers, directors,instructors, volunteer instructors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of my participation as a gardener or volunteer at an FC-sponsored community garden.

I expressly agree to indemnify and hold FC harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT AND INTENDING TO BE LEGALLY BOUND.

Signature Date

Agenda Item 9.

Engineering Report

Travis County WCID No. 18 - Engineering Report
June 14, 2021 Board Meeting

Summary of Action Items:

- Approval of Pay App No. 2 for the Intake Plant Upgrades
- Approval of Pay App No. 2 for the Membrane Building Upgrades

Project Updates:

- I. Emergency Interconnect with the WTCPUA: CMA conducted water modeling for the interconnect and identified the necessity of flow control valves installed at Woodlake Trails GST and Village West GST sites. The draft emergency interconnection agreement from last October is included in this report for consideration.
- II. Electrical upgrades at the Intake: Pay Application No. 2 is included as an attachment to this report in the amount of \$22,934.00. CMA recommends approval of this pay application.
- III. Water Meter Replacement: The project is complete except for one 3-inch meter installation which is planned to be installed June 14th.
- IV. Membrane Building Upgrades: Pay Application No. 2 is included as an attachment to this report in the amount of \$30,249.29 for progress made on the chemical building addition at the WTP building. CMA recommends approval of this pay application.
- V. Aboveground Waterline on Ski Slopes Drive: Contract documents are at the District's office awaiting signatures to finalize the contract. A Notice to Proceed will be issued shortly after the contract is fully executed.
- VI. Tumbleweed Waterline: Change Order No. 1 was submitted by QA Construction that results in a net refund of \$8,779.00 for the waterline replacement work.
- VII. Waterline Replacements: A survey was conducted the week of April 5th for the development of construction plans for waterline replacements on Miami Drive and Lancer Lane.
- VIII. U.S. EPA America's Water Infrastructure Act: A draft version of the Risk and Resilience Assessment has been distributed for internal review. The assessment will need to be certified with the EPA electronically by a board member. CMA will aid this process.

Attachments:

CMA Engineering, Inc.
Engineering Firm Registration No. F-3053 Page 1 of 1

235 Ledge Stone Drive
Phone: (512) 432-1000

Austin, Texas 78737
Fax: (512) 432-1015

**Travis County WCID No. 18 - Engineering Report
June 14, 2021 Board Meeting**

- Pay App No. 2 for the Intake Plant Upgrade
- Pay App No. 2 for the Membrane Building Upgrades
- Draft Agreement for Emergency Water Service

CMA Engineering, Inc.

TBPE Firm Registration No. F-3053

Robert P. Callegari, P.E.
Felix J. Manka, P.E.

June 7, 2021

Travis County WCID No. 18
Board of Directors
1502 San Juan Drive
Austin, Texas 78733

Re: Travis County Water Control & Improvement District No. 18
Intake Plant Electrical Upgrades
T Morales Company Payment Application No. 2
CMA Job Number 1973-001

Dear Board Members:


Attached is T Morales Company Payment Application No. 2. The value of the Work completed during the period, less retainage is \$22,934.

During this application period, T Morales Company installed electrical conduit, performed demolition, and prepared site for new control panel installation.

We believe the work was completed substantially in accordance with the plans and specifications.

We recommend the District approve Payment Application No. 2 during your next meeting. If you have any questions or need any additional information, please give us a call.

Sincerely,
CMA Engineering, Inc.



Abraham Van Vleck, EIT

Attachment: One (1) original Payment Application No. 2

APPLICATION AND CERTIFICATION FOR PAYMENT

To: CMA Engineering
 235 Ledge Stone Drive
 Austin, TX 78737

PROJECT: Travis Cty. WCID #18 Intake
 APPLICATION NO: 2 - REV-01
 JOB # 202017
 PERIOD TO: 5/31/2021
 INVOICE #: 210508
 Subcontract #
 PROJECT NO: 202017
 FILE NAME: PAP-02 - REV-01
 DATE: 5/25/2021

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

From: T Morales Company
 PO Box 859
 Florence, Texas 76527

CONTRACT FOR: ELECTRICAL AND INSTRUMENTATION IMPROVEMENTS

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and that current payment shown herein is now due.

CONTRACTOR: T Morales Company

By: Gabriel Cantu

Gabriel Cantu / Project Manager

Date: 5-25-21

1. ORIGINAL CONTRACT SUM \$96,200
2. Net change by Change Orders \$9,500
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$105,700
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$47,223

5. RETAINAGE:
 - a. 10 % of Completed Work (Column D + E on G703) \$4,723
 - b. 10 % of Stored Material (Column F on G703) \$0

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$4,723
\$42,500
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$19,566
8. CURRENT PAYMENT DUE \$22,934
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$63,200

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$9,500.00	
Total approved this Month	\$0.00	
TOTALS	\$9,500.00	\$0.00
NET CHANGES by Change Order	\$9,500.00	

State of Texas, County of Williamson

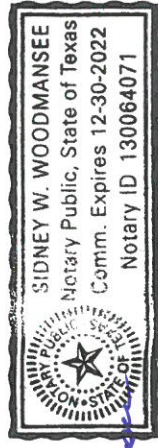
Subscribed and sworn to before me

this 25th day of May, 2021

Notary Public: Sidney W. Woodmansee

OWNER: Travis County WCID 18

By: _____ Date: _____



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 22,934

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: A. N. V. Beck

Date: 6/7/21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2 - REV-01
 APPLICATION DATE: 5/25/2021
 PERIOD TO: 5/31/2021

Travis County WCID No. 18

ENGINEER'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	
			TOTAL COMPLETED AND STORED TO DATE (D+E+F)				%			
1	Mobilization	\$4,810	\$4,810	\$0	\$0		\$4,810	100%		
2	Submittals	\$3,848	\$3,848	\$0	\$0		\$3,848	100%		
Misc. Lift Station Site Electrical Work										
3	Temporary Electrical Rack	\$6,746	\$6,746	\$0	\$0		\$6,746	100%		
4	UG Electrical Conduit	\$5,000	\$0	\$5,000	\$0		\$5,000	100%		
5	Above Ground / Exposed Conduit	\$9,206	\$0	\$1,841	\$0		\$1,841	20%	\$7,365	
6	Wire Installation & Termination	\$4,903	\$0	\$0	\$0		\$0	0%	\$4,903	
7	Grounding	\$3,875	\$0	\$775	\$0		\$775	20%	\$3,100	
8	Light Fixtures (Fixtures Only)	\$250	\$0	\$0	\$0		\$0	0%	\$250	
9	Light Fixtures (Material & Labor)	\$125	\$0	\$0	\$0		\$0	0%	\$125	
10	Demo	\$8,412	\$4,206	\$2,103	\$0		\$6,309	75%	\$2,103	
11	Switchgear (Equipment Only)	\$5,400	\$1,350	\$2,700	\$0		\$4,050	75%	\$1,350	
12	Switchgear (Material & Labor)	\$3,125	\$781	\$1,563	\$0		\$2,344	75%	\$781	
Instrumentation & Control Package										
<u>Panels</u>										
13	Pump Control Panel	\$29,500	\$0	\$0	\$0		\$0	0%	\$29,500	
<u>Other Instrumentation / Equipment</u>										
14	Antenna Equipment	\$500	\$0	\$0	\$0		\$0	0%	\$500	
<u>Services</u>										
15	Submittal Preparation	\$2,000	\$0	\$2,000	\$0		\$2,000	100%		
16	Field Installation / Termination	\$3,000	\$0	\$0	\$0		\$0	0%	\$3,000	
17	Field Startup / Commissioning	\$3,000	\$0	\$0	\$0		\$0	0%	\$3,000	
18	O&M Manuals	\$500	\$0	\$0	\$0		\$0	0%	\$500	
Project Closeout										
19	Electrical Start-up / Commissioning	\$1,500	\$0	\$0	\$0		\$0	0%	\$1,500	
20	O&Ms	\$500	\$0	\$0	\$0		\$0	0%	\$500	
Change Orders										
21	Change Order No. 01 (Equipment & Material Price Increase)	\$9,500	\$0	\$9,500	\$0		\$9,500	100%		

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2 - REV-01
 APPLICATION DATE: 5/25/2021
 PERIOD TO: 5/31/2021
 ENGINEER'S PROJECT NO:

Travis County WCID No. 18

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	
		\$105,700	\$21,741	\$25,482			\$47,223	44.68%	\$58,477
	GRAND TOTALS								

CMA Engineering, Inc.

TBPE Firm Registration No. F-3053

Robert P. Callegari, P.E.
Felix J. Manka, P.E.

June 7, 2021

Travis County WCID No. 18
Board of Directors
1502 San Juan Drive
Austin, Texas 78733

Re: Travis County Water Control & Improvement District No. 18
Membrane Filtration Building Improvements
TTE, LLC, Payment Application No. 2
CMA Job Number 1966-001

Dear Board Members:

Attached is TTE, LLC. Payment Application No. 2. The value of the Work completed during the period, less retainage is \$30,249.29.

During this application period, TTE, LLC made progress on the construction of 10'x10' CMU building addition and sidewalk addition.

Based on our site observations, we believe the work was completed substantially in accordance with the plans and specifications.

We recommend the District approve Payment Application No. 2 during your next meeting. If you have any questions or need any additional information, please give us a call.

Sincerely,
CMA Engineering, Inc.



Abraham Van Vleck, EIT

Attachment: One (1) original Payment Application No. 2



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 2

Application Period: 5/1/2021 - 5/31/2021	Application Date: 5/31/2021
To (Owner): Travis County WCID #18	Via (Engineer): CMA Engineering
Project: Travis County WCID #18	Contract: Membrane Filtration Building Improvements
Owner's Contract No.: 1246	Engineer's Project No.: 1966-001

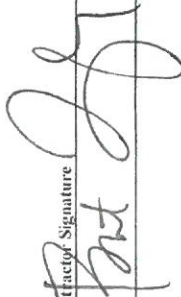
Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

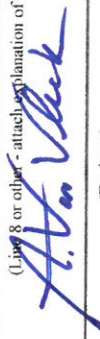
1. ORIGINAL CONTRACT PRICE..... \$ 174,660.32
2. Net change by Change Orders..... \$
3. Current Contract Price (Line 1 ± 2)..... \$ 174,660.32
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 49,755.32
5. RETAINAGE:
 - a. 10% X \$49,755.32 Work Completed..... \$ 4,975.53
 - b. 10% X _____ Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 4,975.53
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 44,779.79
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 14,530.50
8. AMOUNT DUE THIS APPLICATION..... \$ 30,249.29
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$ 129,880.53

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment (and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 5/27/2021

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) Date: 6/7/21

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) (Date)

Approved by: _____ (Date)

Funding or Financing Entity (if applicable) _____ (Date)

AFFIDAVIT OF BILLS PAID AND WAIVER OF LIEN

STATE OF TEXAS

COUNTY OF BURNET

Whereas, the undersigned TTE, LLC has been employed by Travis County WCID #18 for the project known as:

Membrane Filtration Building Improvements

In consideration of partial payment on the above referenced contract, progress payment amount of \$30,249.29 as of May 27, 2021, TTE, LLC hereby represents and warrants that it (i) has made provision for proper payment of all subcontractors, labor and materials upon receiving above payment; and (ii) that as of the date hereof, TTE, LLC has received no notice of any claim for mechanic's or other lien arising as a result of the work.

TTE, LLC

Contractor

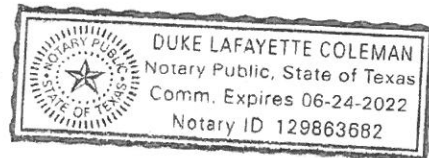
By:

[Handwritten Signature]

Signature

SUBSCRIBED AND SWORN BEFORE ME THIS 27th day of May, 2021 to certify which witness by my hand and seal of office.

[Handwritten Signature]
Signature of Notary



**ARTICLE I.
DEFINITIONS**

1.01. Definition of Terms. As utilized in this Agreement, the following terms have the meanings ascribed to them below:

(a) **Water:** means potable water that meets applicable requirements of the TCEQ for human consumption and other domestic uses.

(b) **Emergency:** means any period of time within which water of sufficient quality and quantity necessary for the health, safety, or welfare of residents of and property served by the District is not available from the District's own facilities for a planned outage of an identified duration with proper notice, or for an unplanned outage, included without limitation, as a result of a sudden unforeseen and unpreventable catastrophic combination of circumstances, or a disaster or unforeseen facilities failure that renders District unable to provide sufficient potable water to its residential customers and calls for immediate action. The term "emergency" does not include service interruptions for scheduled maintenance, lapse of raw water supply contracts, or other legal or regulatory impediments, overcommitment of potable water supply, scheduled replacement or construction of facilities, or similar events that are foreseeable or preventable by the exercise of due diligence.

(c) **Approach Facilities:** means all improvements to the WTCPUA's water system required to transport water between the points of connection to existing WTCPUA facilities and the Point of Delivery.

(d) **Point of Delivery:** means the point in the WTCPUA's water lines designated by the WTCPUA where District may withdraw water on an emergency basis for distribution within District's water system, as more particularly shown on **Exhibit A**, attached hereto and incorporated herein for all purposes.

(e) **General Manager:** means the General Manager of the WTCPUA, or the General Manager's authorized designee.

1.02. Meaning of Terms Not Defined Above. Terms not defined above are accorded the meaning ascribed to them under the laws and regulations governing the Texas Commission on Environmental Quality ("TCEQ") or successor agency or the Texas Water Code, as may be amended from time to time, and, if such terms are not therein defined, such terms will be accorded their common meaning within the water utility industry in Travis County, Texas.

**ARTICLE II.
GENERAL CONDITIONS FOR PROVISION
OF EMERGENCY WATER SERVICE**

2.01. Provision of Emergency Interconnections and Water Service. Subject to the terms and conditions of this Agreement, the WTCPUA agrees to permit an emergency interconnection to the

WTCPUA's water system at the Point of Delivery and to provide potable water for the temporary operation of District's water system, but only in the event of an Emergency, as defined in this Agreement, or as otherwise agreed to by the Parties, and the WTCPUA determines that the temporary emergency water can be supplied without adversely impacting the WTCPUA water system and the WTCPUA's existing water customers. The existence of an Emergency requiring emergency water service and the available capacity from the WTCPUA under this Agreement will be determined by the WTCPUA in its sole discretion.

2.02. Maximum Volume and Rate of Flow. Subject to the terms and conditions set forth in this Agreement, the WTCPUA agrees to sell and the District agrees to buy potable water for the operation of District's water system on a temporary basis during an Emergency in an amount determined by the WTCPUA General Manager as necessary to meet the service demands of District. District acknowledges that the maximum flow rate at the Point of Delivery may not meet fire flow requirements.

2.03. Subject to Availability. The provision of emergency water service by the WTCPUA under this Agreement is subject, at all times, to the availability of water in excess of that required to supply water for all other WTCPUA users, as determined by the General Manager.

2.04. Duration of Service. As determined by the General Manager, the WTCPUA agrees to provide emergency water service to District for the shorter of the following periods:

- (a) the reasonable duration of the emergency giving rise to the request for emergency water service;
- (b) the reasonable duration needed to repair damage to District's water system caused by the emergency;
- (c) the duration of the WTCPUA's ability to provide water service to District after meeting the needs of its own water customers; or
- (d) not more than two weeks, except as provided below.

If the emergency exceeds the shortest of the foregoing periods, District may make a written request to the General Manager to continue or resume emergency water service beyond that period. The General Manager may continue or resume such service for an additional two weeks or other such period as the General Manager deems appropriate if:

- (a) the emergency has not been abated and the District has exercised reasonable diligence in attempting to remove or abate the emergency; and
- (b) the WTCPUA continues to have water available to serve the District in excess of that required to serve existing WTCPUA customers and that there is no adverse impact on the WTCPUA water system or the WTCPUA's existing customers from providing such service.

2.05. Contact Persons. A list of contact persons authorized by the District to request emergency service from the WTCPUA on the District's behalf is attached to this Agreement as **Exhibit B** and incorporated herein for all purposes.

The District must submit any request for emergency water services to the General Manager.

2.06. Procedure for Commencement of Service. The following protocol will be used to commence emergency water service under this Agreement:

- (a) District's contact person will notify the General Manager of the fact and nature of the emergency and the reason why District is unable to provide water service to its retail customers;
- (b) If the General Manager confirms that an emergency exists, that water is available to provide emergency water service to the District in excess of that required to serve existing WTCPUA customers, and that there is no adverse impact on the WTCPUA water system or the WTCPUA's existing customers to provide such service, the General Manager will authorize commencement of emergency water service to the District;
- (c) As soon as practicable following such confirmation and authorization, the WTCPUA will dispatch its crew to open the interconnection between the WTCPUA and District water systems to commence the emergency water service hereunder. District acknowledges that service to WTCPUA customers must remain the priority of the WTCPUA at all times. Subject to other emergencies or service priorities within the WTCPUA's service area and the availability of personnel and equipment, the WTCPUA will endeavor to make the interconnection as soon as possible after the General Manager's authorization for emergency water service. The WTCPUA will notify the District as soon as practicable after the interconnection between the WTCPUA and District water systems has been opened; and
- (d) District will be solely responsible for all changes, preparations, or safeguards to its system required to safely receive and distribute potable water from the WTCPUA's water system, for flushing and testing its distribution, system and for notifying its retail customers of any changes in water chemistry.

2.07. Discontinuance of Emergency Service. District shall promptly notify the General Manager of the completion of repairs to its system or the abatement of the emergency giving rise to the request for emergency service under this Agreement. Upon such notice, the WTCPUA will close the interconnection and discontinue emergency water service to the District as soon as practicable.

2.08. Cooperation. District shall cooperate at all times with the WTCPUA to ensure the safe and efficient delivery of emergency water service hereunder.

2.09. Conservation Restrictions. When District receives water from WTCPUA under this Agreement during an emergency, District agrees to impose on its retail customers and enforce, at a minimum, all voluntary and mandatory water conservation and water use restrictions imposed by the WTCPUA on its own water customers during an emergency event. The WTCPUA may immediately terminate emergency service to District with written notice if District fails to enforce conservation and use restrictions as least as stringent as those imposed by the WTCPUA on its own water customers during the existence of an emergency.

2.10. Chemical Compatibility/Safety of Water. District acknowledges that the disinfection method employed by the WTCPUA may not be compatible with the disinfection method used by the District. District will be solely responsible for any required flushing of its lines and for ensuring the overall safety and water hygiene standards of water distributed to retail Districts via its distribution system in accordance with applicable regulatory requirements.

2.11. Retail Responsibility. Distribution of water within District service area will be by means of District's pumping and distribution facilities. District will bear sole responsibility for operation and maintenance of all District water distribution facilities on the District's side of the interconnection.

ARTICLE III. REQUIREMENTS FOR INTERCONNECTIONS

3.01. Point of Delivery. Emergency water sold to District pursuant to this Agreement will be supplied from the WTCPUA's water distribution system and delivered to the District at the Point of Delivery shown on Exhibit A. The WTCPUA will not be required to supply water pursuant to this Agreement to the Point of Delivery until all water facilities required to provide emergency service pursuant to this Agreement are properly constructed, inspected, and approved by the WTCPUA as provided in this Agreement.

3.02. Nature of Interconnection. The interconnection between the WTCPUA and District water systems will be of a size, type, and design determined by the WTCPUA, and will be constructed by the District in accordance with this Agreement.

3.03. Control of Interconnection. The emergency interconnection between the WTCPUA and District water systems will remain at all times under the control and direction of the WTCPUA. The WTCPUA will have the sole responsibility for making or authorizing the emergency interconnection between the WTCPUA and the District, and for removal of the water meter. The District will coordinate its activities with the WTCPUA and will perform all reasonable actions consistent with the Agreement that are requested by the WTCPUA in the performance of its responsibilities under this Agreement.

3.04. Backflow Prevention. In order to protect the potable water supply of the WTCPUA from contamination, District agrees to comply with the cross connection control regulations set forth in WTCPUA policies, including the WTCPUA Rate Tariff, as amended, and applicable regulations of the TCEQ regarding the elimination of cross-connections and backflow prevention.

District agrees that the WTCPUA shall not provide emergency water service via direct pressure from the WTCPUA's water system at any time.

The Parties agree that sanitary control of the District distribution system will reside with the District at all times, and that the District is responsible for establishing and enforcing adequate regulations for safeguarding the District water system.

3.05 Metering Facilities. Water consumed by the District will be measured by meter and appurtenant metering facilities approved by the WTCPUA, which will be installed by the District at the Point of Delivery. A separation between the WTCPUA water system and the District water system at the interconnection will be maintained at all times until the commencement of emergency water service under this Agreement.

Following the construction and final acceptance of same, the WTCPUA will own, operate, and maintain the metering equipment and appurtenances at its expense and will calibrate the water meter upon request of District provided, however, that the cost of calibrating the meter equipment will be borne by District if requested more frequently than once every twelve (12) months. The metering equipment will be read by the WTCPUA. Unless otherwise agreed in writing, if any meter fails to register accurately for any period of time, the amount of water furnished during such period of time will be deemed to be the amount furnished in the most recent billing period, or portion thereof, in which emergency water service was provided to the District prior to the meter failure or be deemed to be the amount furnished based upon the District's daily recordings of such water use for TCEQ purposes for the connections determined to be receiving service via the emergency interconnect.

3.08. Ingress and Egress. District agrees to ensure the WTCPUA has immediate access for ingress and egress to the Point of Delivery and interconnection for all reasonable purposes incident to this Agreement including, without limitation, inspection, installation, operation, maintenance, repair or removal of the interconnection and all valves, metering facilities, and other equipment necessary or incident to the purposes of this Agreement.

3.09 Easement. District will provide any easements necessary for facilities deemed necessary by the WTCPUA to provide emergency water service to the District pursuant to this Agreement. The easements shall be in a form acceptable to the WTCPUA.

ARTICLE IV. CONSTRUCTION RESPONSIBILITIES

4.01. Design and Construction Responsibilities. District will be responsible for the proper design and construction of the meter loop, meter box, and all Approach Facilities, as well as all modifications to the District water system required for emergency water service under this Agreement, and for payment of all costs associated with the proper permitting, design, construction, inspection, and final acceptance of same. After providing the District with 24 hours prior written or electronic notice, the WTCPUA may install, at its option and expense, a flow

restrictor at any Point of Delivery if the General Manager determines the installation of a flow restrictor to be necessary or prudent. If installed, the flow restrictor will be the property of the WTCPUA, who will be solely responsible for the operation, maintenance, and security of same.

4.02. District Responsible for Obtaining Construction Permits, Approvals, Easements; Payment of Fees. District will be responsible for obtaining all necessary permits, consents, approvals, licenses, and authorizations for the construction work that are required by federal, state, and local authorities having jurisdiction in the matter and all easements or other property rights required for those portions of the construction work that will traverse private property to obtain water from the WTCPUA under this Agreement. District will be responsible for payment of all fees or other expenses associated with the above without reimbursement from the WTCPUA. District is responsible for the payment of all WTCPUA legal, engineering, and plan review fees relating to emergency service and facilities under this Agreement.

4.04. Inspection and Acceptance of Construction Work. Any facilities required for emergency water service pursuant to this Agreement, including the Approach Facilities and metering facilities required for emergency water service under this Agreement, must be inspected by the WTCPUA before the commencement of emergency water service under this Agreement. The WTCPUA may refuse to allow the connection of the WTCPUA water system to the District water system if the WTCPUA determines that the construction of such facilities required for emergency water service under this Agreement is defective. District is responsible for the payment of all WTCPUA inspection fees and other applicable fees.

4.05. Ownership, Operation and Maintenance of Facilities. Following construction, inspection, and final acceptance of the interconnect facilities, the WTCPUA will own and be responsible at all times for the ownership, operation, and maintenance of all facilities comprising of the interconnection facilities.

ARTICLE V.

WATER RATES AND BILLING

5.01. Rates and Charges. District agrees to pay the WTCPUA for all emergency water provided to District pursuant to this Agreement. The volumetric rates assessed by the WTCPUA for emergency water services shall be \$5.50/1,000 gallons. District shall also pay to the WTCPUA any costs for the operation and maintenance of the interconnect facilities, including the meter facilities.

5.02. Billing and Payment. The WTCPUA shall mail a written bill to District for each emergency billing period during the period of time the WTCPUA approves the provision of emergency water service setting forth the charges and quantity of water delivered to District as determined by the WTCPUA's reading of the meter installed at the Point of Delivery.

Each bill will include a due date and total amount owed to the WTCPUA based on the agreed account charges and the metered volume of water delivered multiplied by the water rate for District determined as stated above. District shall pay the total amount owed to the WTCPUA by the due date on each bill for emergency water service.

District agrees to make timely payments to the WTCPUA for emergency water service. Payments are considered past due thirty (30) days after the date of receipt of each bill for emergency water service. The WTCPUA may apply a late charge on past due payments in accordance with its Rate Tariff.

5.03. Effect of Nonpayment. Failure of District to make payment as specified in this Agreement may constitute a breach of the Agreement subject to immediate termination of the Agreement by the WTCPUA.

ARTICLE VI. OPERATION AND MAINTENANCE RESPONSIBILITIES

6.01. System Operation and Maintenance. Except as otherwise expressly set forth in this Agreement, each party will be solely responsible for the proper operation and maintenance of its own water distribution system in its entirety.

6.02. Security of Facilities. Each party will be solely responsible for the proper safeguarding and security of their water facilities on their respective sides of the Point of Delivery.

6.03. Protective Measures. District will be solely responsible for undertaking all reasonable and prudent measures required to protect its system from damage or harm caused by the connection of the District water system to the WTCPUA water system, differences in operational pressures or water chemistry, or otherwise from the receipt of emergency water service hereunder. District will also be responsible for providing such notice as may be required by law to inform its customers of any difference in water chemistry occasioned by its receipt of emergency water service under this Agreement.

ARTICLE VII. GENERAL PROVISIONS

7.01. Term. This Agreement will be effective for a term of fifteen (15) years from the effective date of this Agreement and will automatically renew for subsequent one (1) year terms unless terminated by either Party.

7.02. Entire Agreement. This Agreement, including any exhibits attached and made a part of the Agreement, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous understandings or representations whether oral or written, respecting the subject matter of this Agreement.

7.03. Interpretation. The Parties recognize that this Agreement is voluntary and consensual on the part of each party; that, absent this Agreement, the WTCPUA is not required by law to provide emergency water service to District and District is not required by law to obtain emergency water service from the WTCPUA; and that each party has been represented by legal counsel who have

participated in the formulation, drafting, and approval of this Agreement. Accordingly, this Agreement will not be interpreted more favorably to one party than the other.

7.05. Termination. This Agreement may be terminated immediately by the WTCPUA upon breach of any term or condition of the Agreement, including nonpayment for emergency water services. With the exception of breach of the Agreement by the District, this Agreement may be terminated by either party with sixty (60) days' written notice.

7.07. Records. District agrees to timely provide copies of all records, data, documents, or other information related to the emergency interconnection upon request by the WTCPUA.

7.08. Amendment in Writing. This Agreement may be modified only by a writing properly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and properly executed by each of the Parties.

7.09. No Amendment of Other Agreements. This Agreement is separate from, and does not constitute an amendment of, any other agreement between the Parties.

7.10. No Third Party Beneficiaries. This Agreement inures only to the benefit of the Parties and third persons not privy to the Agreement are not to be considered a third party beneficiary of this Agreement. Each party is solely responsible for the fulfillment of its own District contracts or commitments.

7.11. No Joint Venture, Partnership, Agency. This Agreement will not be construed in any form or manner to establish a partnership, joint venture, or agency, express or implied, nor any employer-employee, borrowed servant, or joint enterprise relationship by and among the Parties. The WTCPUA is an independent contractor and will be responsible at all times for directing its employees and representatives in the course of their duties. District will be responsible at all times for directing District's employees and representatives in the course of their duties.

7.12. Hold Harmless and Indemnity. THE DISTRICT AGREES TO BE INDIVIDUALLY RESPONSIBLE FOR ANY LITIGATION ARISING FROM ANY FAILURE TO COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS AND REQUIREMENTS THAT IS FILED WITH RESPECT TO THE DISTRICT'S OPERATION AND MAINTENANCE OF ITS FACILITIES AND CONSTRUCTION OF ANY FACILITIES UNDER THIS AGREEMENT. WTCPUA AGREES TO BE INDIVIDUALLY RESPONSIBLE FOR ANY LITIGATION ARISING FROM ANY FAILURE TO COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS AND REQUIREMENTS THAT IS FILED AGAINST WTCPUA WITH RESPECT TO WTCPUA'S OPERATION AND MAINTENANCE OF ITS FACILITIES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN TORT, CONTRACT, STRICT LIABILITY, STATUE, OR OTHERWISE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING FROM THE PERFORMANCE OF, OR IN CONNECTION WITH, THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOST EARNING, LOSS OF USE, LOST BUSINESS

OPPORTUNITIES, BUSINESS INTERRUPTION, OR LOST PROFITS, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN.

TO THE EXTENT PROVIDED BY LAW, THE DISTRICT AGREES TO INDEMNIFY WTCPUA, ITS BOARD OF DIRECTORS, OFFICER, EMPLOYEES, AGENTS, AND SERVANTS FROM ANY LIABILITY, LOSS, ACTION, OR CLAIMS OF ANY TYPE, INCLUDING WITHOUT LIMITATION, CLAIMS FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, AND ATTORNEY'S FEES OR COSTS INCURRED OPPOSING OR DEFENDING CASES OF ACTIONS OR CLAIMS MADE BY ANY PERSON ARISING FROM OR INCIDENT TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE DISTRICT, ITS OFFICERS, AGENTS, OR EMPLOYEES.

TO THE EXTENT PROVIDED BY LAW, WTCPUA AGREES TO INDEMNIFY THE DISTRICT, ITS BOARD OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SERVANTS FROM ANY LIABILITY, LOSS, ACTIONS, OR CLAIMS OF ANY TYPE FOR INJURY OR DEATH TO ANY PERSON OR INJURY TO ANY PROPERTY AND ATTORNEY'S FEES OR COSTS INCURRED IN OPPOSING OR DEFENDING CAUSES OF ACTION OR CLAIMS, MADE BY ANY PERSON ARISING FROM OR INCIDENT TO THE PERFORMANCE OR NON-PERFORMANCE HEREUNDER OF WTCPUA, ITS OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS.

ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, NEITHER PARTY SHALL BE LIABLE TO INDEMNIFY THE OTHER FOR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER.

EACH PARTY SHALL PROVIDE PROMPT WRITTEN NOTICE T THE OTHER OF ANY CLAIM, SUIT, OR OTHER PROCEEDING THAT MAY RESULT IN A CLAIM AGAINST THE OTHER PARTY.

7.13. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application of the Agreement to any person or circumstance is held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such part of this Agreement to other persons or circumstances will not be affected and this Agreement will be construed as if such invalid or unconstitutional portion had never been contained.

7.14. Force Majeure.

- a. Each party to this agreement agrees to excuse the failure of another party to perform its obligations under this Agreement to the extent, and for a period of time during which, the failure is caused by an event of Force Majeure. An event of Force Majeure is any event or circumstance which prevents or delays performance of any obligation arising under this Agreement, but only if and to the extent the event or circumstance is not within the control of the party seeking to have its performance obligation excused thereby and which the party was unable by the exercise of reasonable due diligence to avoid or prevent. Events of Force Majeure include acts of God, riots, sabotage, civil disturbances, epidemics, acts of domestic

or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Events of Force Majeure do not include economic or market conditions which affect a party's cost but not its ability to perform.

- b. The party invoking Force Majeure shall give timely and adequate notice to the other party, by e-mail or telephone confirmed promptly in writing, and shall use due diligence to remedy the effects of an event of Force Majeure, as soon as reasonably possible.

7.14. Jurisdiction and Venue. This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper and lie exclusively in Travis County, Texas.

7.15. Notices. When this Contract requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, faxed, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by fax or e-mail are considered delivered three (3) business days after transmittal or when received by the addressee whichever is earlier. The Parties may make routine communications by first class mail, email, fax, or other commercially accepted means. Notices and routine communications to the WTCPUA and District shall be addressed as follows:

DISTRICT:

WTCPUA:

West Travis County Public Utility Agency
Attn: Jennifer Riechers ,General Manager
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Phone: (512) 263-0100 Ext. 106
jriechers@wtcpua.org

With copies to:

Stefanie Albright
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue, Suite 1900
Austin, Texas 78701
salbright@lglawfirm.com

Either Party may designate an alternative addressee or address by sending written notice to the other Party.

7.16. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written approval of the other party.

7.17. Multiple Originals. This Agreement may be executed in multiple originals each of equal dignity.

7.18. Effective Date. This Agreement is effective upon the last date of execution written below.

[remainder of page intentionally left blank]

June 9, 2021

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives on the date(s) indicated below.

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
WTCPUA Board of Directors

Date: _____

ATTEST:

Walt Smith, Secretary

**TRAVIS COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 18**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Point of Delivery and Approach Facilities

EXHIBIT B

List of Contact Persons for West Travis County Public Utility Agency

West Travis County Public Utility Agency
Attn: Jennifer Riechers ,General Manager
12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, Texas 78738
Phone: (512) 263-0100 Ext. 106
jriechers@wtcpua.org

EXHIBIT C

List of Contact Persons for Travis County Water Control and Improvement District No. 18
