

# **SEPARATION PAGE**

## **MURFEE ENGINEERING COMPANY, INC.**

Texas Registered Firm No. F-353  
1101 Capital of Texas Hwy., South, Bldg, D  
Austin, Texas 78746  
(512) 327-9204

# **M E M O R A N D U M**

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**DATE:** February 15<sup>TH</sup>, 2022  
**TO:** **BOARD OF DIRECTORS – REUNION RANCH WCID**  
**FROM:** Andrea Wyatt, P.E.  
**RE:** Engineer’s Report – February 2022  
**CC:** Mike Moyer – Taylor Morrison  
Bill Flickinger – Willatt & Flickinger

**MEC File No.: 12002.110**

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### **Wastewater Flows and Projections**

Attached is an updated figure tracking wastewater flows to the existing WWTP vs. projections and permit milestones. This figure includes calculated wastewater flow values produced per household.

### **WWTP Expansion**

The contractor received the electrical components last week and is installing them this week. The remaining items include installing insulation on the overhead door, complete troubleshooting the plant water pump issue, and fixing the flow meter calibration.

### **Odor Control at WWTP**

The odor at the WWTP has been minimal since the new treatment system became operational. Odors will be evaluated during the summer to determine if the odor control unit at the influent lift station is sufficient. The dumpster holding the dewatered solids does not currently have a cover in place due to the container options available from the sludge hauling company. MEC is investigating alternative options.

### **210 Irrigation**

LCRA granted the District \$100,000 for the 210 project construction. The effluent sampling for E. coli and turbidity should be started, the results should be passed to MEC.

**Texas Senate Bill No. 3 – Emergency Preparedness Plan**

MEC is working on the EPP and has provided the Board with a draft for review. We believe that the District is able to comply with the requirements of SB3 without modifying the system.

**Capital Improvements/Maintenance for Fiscal Year 2022**

Several items were included in the budget for this year, a table of the projects is included on the following page.

Project	Description	Original Budget	Actual Contract Cost	Cost to Date	Estimated Start	Estimated Completion	Additional Notes
Mary Elise Pond Aerator	Install a pond aeration system at the pond off of Mary Elise Way. will require running electricity to the pond.	\$ 10,000.00	\$ 4,825.00		May-22	Jul-22	We are waiting on cost information for the electrical portion of the work.
Mary Elise Pond Pedestrian Access	Install a better walking surface in the maintenance access easement, this would likely be done by bringing in smaller gravel to fill in the spaces around the rip rap down the center of the drive for a width of about 3'.	\$ 2,500.00			Mar-22	May-22	Cost information for this effort is forthcoming.
210 Irrigation Skid Installation	Install a pump skid capable of providing effluent to the various irrigation areas in the District, including associated engineering efforts.	\$ 130,000.00			May-22	Sep-22	LCRA grant was approved for \$100,000. The pump skid supplier has provided drawings.
SADDS Skid Cover	Inframark's contractor to install a cover over the SADDS Skid to protect the equipment from weather.	\$ 5,000.00			Feb-22	May-22	
WWTP Odor Inspection	Use 3rd party odor consultant to evaluate the odor at and around the WWTP during the peak odor season.	\$ 10,000.00			Jul-22	Aug-22	We will request a new quote from the subconsultant for this work in May.
Wet Ponds Solids Assessment	Aquatic Features will evaluate the volume of solids in the wet ponds and make a recommendation about solids removal.	\$ 2,100.00	\$ 1,200.00		Jul-22	Aug-22	

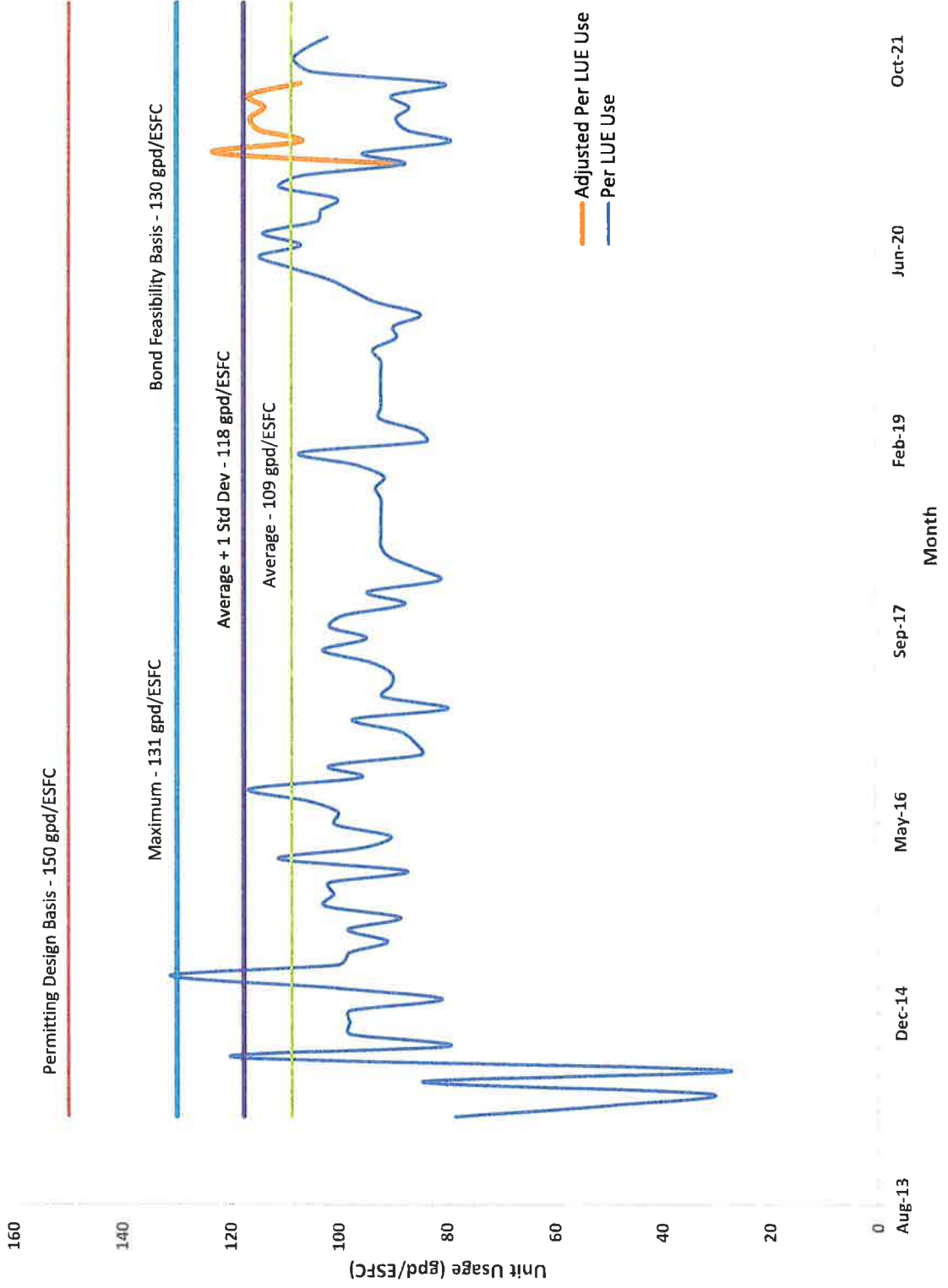
Murfee Engineering Company, Inc.  
 Texas Registered Firm No. F-353  
 1101 Capital of Texas Hwy., S., Bldg. D  
 Austin, Texas 78746

## Reunion Ranch WCID Wastewater Flow Projections



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## Reunion Ranch WCID WWTP Unit Usage Analysis



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# M E M O R A N D U M

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**DATE:** January 13, 2022  
**TO:** BOARD OF DIRECTORS – REUNION RANCH WCID  
**FROM:** John Blake & Andrea Wyatt  
**RE:** RRWCID Construction Berm  
**CC:** Kay Olsen – Inframark  
Bill Flickinger – Willatt & Flickinger



**MEC File No.:** 12002.102

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Murfee Engineering Company (MEC) was tasked with evaluating the impact of a diversion berm constructed by home builders behind Lot 27, Block 'D' of Reunion Ranch Phase 2, Section 3 off Delayne Dr. A field visit was conducted on November 19, 2021 to confirm the location and configuration of the berm. A photo of the berm is included as Figure 1 in this memorandum. Those present for the visit included Andrea Wyatt, John Blake, and Evan Parker from MEC along with Kay Olsen, Phillip Henderson, and Zach Willeford with Inframark.

Upon field investigation, the berm appears to have been constructed with the intention of diverting stormwater around the residential structure being erected. The diverted runoff is directed to discharge into the adjacent water quality pond (Wet Pond 'A'). In reviewing the as-built drawings for Reunion Ranch Phase 2, Section 3, the berm was constructed within the 17.84-acre drainage area to Wet Pond 'A' and coincides with the initial intent of the drainage plan. Given that that berm does not change the major drainage patterns of the area, there is no need for submitting updated as-built drawings to the City of Dripping Springs or Hays County.

To aid in the stability of the berm, it is advised that site stabilization recommendations found on Sheet 10 (Erosion Control Notes) of the as-built drawings shall be adhered to. The measures include a minimum of six inches of top soil to be placed on the berm and revegetation shall be in accordance with the "PERMANENT VEGETATIVE STABILIZATION" item 1.



*Figure 1: Diversion Berm on November 19, 2021*



# **SEPARATION PAGE**

**COST-SHARE FUNDING PROGRAM AGREEMENT**

**BETWEEN**

**REUNION RANCH WCID**

**AND**

**THE LOWER COLORADO RIVER AUTHORITY**

This Agreement is entered into by and between the Lower Colorado River Authority (“LCRA”), a conservation and reclamation district of the State of Texas, and the Reunion Ranch Water Control and Improvement District (“Recipient”).

In consideration of the Recipient’s commitments made in a cost-share application dated August 27, 2021 and executed October 28, 2021, attached hereto as Exhibit A and incorporated herein (the “Cost-share Application”), LCRA agrees to provide funding to Recipient in the amount of \$100,000.00 (the “Cost-share Funds”) for a project that will allow Recipient to upgrade the existing treatment plant with an irrigation pump skid to enable use of all current wastewater flows to irrigate common areas instead of disposing the effluent using drip fields (the “Project”).

**I. Purpose**

Recipient will perform, and will be solely responsible for, all work (including without limitation any labor, transportation, materials, and equipment) necessary to complete the Project in accordance with the Cost-share Application. Nothing contained herein requires LCRA to select, procure, install, maintain or repair any equipment or improvements, to supervise or train the Recipient’s personnel with respect to any activities, or to participate in any programs or services funded with the Cost-share Funds. Cost-share Funds are to be used by Recipient solely for the Project purpose(s) stated in the Cost-share Application.

**II. Recipient’s Responsibilities**

- A. **Project Completion Date.** Recipient agrees to complete the Project within twelve (12) months from the date the Cost-share Funds are awarded, or any other timeframe contained under the Cost-share Application and agreed to by LCRA. If the Project is not completed within 12 months, or any other timeframe agreed to by LCRA, Recipient shall return all of the Cost-share Funds to LCRA upon demand. Upon completion of the Project, Recipient agrees to provide LCRA with a completed status report, attached hereto as Exhibit B and incorporated herein. In addition, Recipient agrees to track and report annual water savings resulting from the Project to LCRA for a minimum of five (5) years.
- B. **Use and Disposition of Equipment or Improvements.** The obligations of the Recipient hereunder, including but not limited to the requirement to use equipment or improvements purchased or funded with the Cost-share Funds for the purposes stated in the Cost-share Application, shall continue for the useful life of the equipment or improvement. When equipment or improvements purchased or funded with the Cost-share Funds are no longer needed for the original Project purposes (regardless of whether the Project continues to be supported by LCRA funds), provided that LCRA approves, Recipient may use the equipment for other eligible or comparable activities or purposes; otherwise, Recipient shall request disposition instructions from LCRA.

- C. Acknowledgment of Support and Disclaimer. Unless advised to the contrary, all materials publicizing or resulting from cost-share activities should contain an acknowledgement of LCRA support.
- D. Record Keeping. Recipient shall maintain accurate records of all costs, payments, and related data as may be required by LCRA to verify proper use of the Cost-share Funds for the Project. Recipient shall maintain such records for at least two (2) years after completion of the Project, and shall make the records available to LCRA for inspection upon reasonable notice. Recipient will ensure that this clause concerning LCRA's audit of funds accepted under this Agreement is included in any subcontract awarded in connection with this Agreement.
- E. Right to Inspect. LCRA shall have the right to enter upon and photograph any Project-related sites at any reasonable time for the purpose of inspection, including but not limited to walk-throughs, on-site evaluations, and end of Project evaluations.
- F. Subcontractors. Recipient remains responsible for all performance requirements under this Agreement even though the performance may be carried out by a subcontractor or other person or organization. Nothing in this Agreement will create a contractual relationship between LCRA and any of Recipient's subcontractors, sub-recipients or other persons or organizations performing work related to this Agreement ("Subcontractors").

### **III. Funds; Reimbursement**

- A. Cost-share Project Funding. LCRA agrees to pay the Recipient the Cost-share Funds for the purpose of funding costs and expenses reasonably incurred in the completion of the Project, under the following terms:
  - a. Recipient acknowledges that the Cost-share Funds to be contributed by LCRA are based on projected Project costs submitted by Recipient as a part of the Cost-share Application (the "Projected Project Cost"), and are established as of the date of this Agreement.
  - b. In no event will the Cost-share Funds increase, regardless of the final cost of the Project (the "Actual Project Cost"). LCRA will not be responsible for any amounts in excess of the Cost-share Funds, for which the Recipient will be solely responsible.
  - c. The Cost-share Funds may constitute no more than 50 percent of the Actual Project Cost. If the Actual Project Cost is 90% of the Projected Project Cost or less, LCRA may require the Recipient to return a pro-rated portion of the Cost-share Funds in accordance with Section III.C.
  - d. As a condition of receiving Cost-share assistance for the Project, Recipient warrants that funds are available for the completion of the Project.
- B. Multiple LCRA Funding. Recipients may not submit multiple applications for the same project through this or any other LCRA funding opportunity.
- C. Return of Unspent Funds to LCRA. Any Cost-share Funds remaining unspent or becoming unencumbered after the end of the expiration date (See Section II.A. Project Completion Date) must be returned to LCRA within 30 days after the Project Completion Date.
- D. Interest on Cost-share Funds. Any interest earned by Recipient on the Cost-share Funds prior to its expenditure shall be considered Cost-share Funds and applied exclusively to the Project,

or included with any Cost-share Funds returned or refunded to LCRA under the terms of this Agreement, as applicable.

- E. Breach. If Recipient breaches this Agreement, Recipient agrees that it shall refund to LCRA the full amount of the Cost-share Funds.

#### **IV. Termination**

If the Recipient fails to perform or complete the Project in accordance with the Cost-share Application, or fails to comply with any terms or conditions of this Agreement, LCRA may, upon written notice of default to Recipient, immediately terminate all or any part of this Agreement. Termination of this Agreement for breach will not constitute a waiver of any other rights or remedies. All remedies, either under this Agreement, at law, or in equity, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination.

#### **V. Assumption of Risk and Indemnification**

RECIPIENT WILL ASSUME ALL RISKS ASSOCIATED WITH RECIPIENT'S OR SUBCONTRACTORS' PERFORMANCE UNDER THIS AGREEMENT AND WILL WAIVE ANY CLAIM AGAINST LCRA FOR DAMAGES ARISING OUT OF THE PERFORMANCE OF THE PROJECT. TO THE EXTENT AUTHORIZED BY LAW, RECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LCRA, ITS DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND WHATSOEVER, INCLUDING THE COSTS OF LITIGATION AND ATTORNEYS' FEES, ARISING FROM THE PROJECT, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LCRA.

TO THE EXTENT AUTHORIZED BY LAW, RECIPIENT SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LCRA AND RECIPIENT AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF ACTIVITIES RELATED TO THIS AGREEMENT BY THE SUBCONTRACTOR OR ANY OF ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS OF ANY TIER, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES.

#### **VI. Miscellaneous**

- A. Insurance. If requested by LCRA, Recipient shall obtain and maintain a policy of insurance for the useful life of any equipment or improvements purchased or funded with the Cost-share Funds which is sufficient to provide for replacement of any equipment or improvement which is lost, stolen, damaged, or destroyed. Any insurance proceeds received by or on behalf of Recipient under an insurance policy due to the damage or destruction of equipment or improvements must be utilized to acquire equivalent or better equipment, to repair or replace the improvement, or be paid to LCRA. If otherwise permissible under applicable law, governmental entities may use an established self-insurance program to satisfy this requirement. Recipient shall provide proof of insurance coverage. Unless prohibited by law, Recipient will require Subcontractors to obtain and maintain adequate insurance coverage sufficient to protect Recipient and LCRA from all claims and liability for injury to persons and for damage to property arising from this Agreement. Unless specifically waived by LCRA,

sufficient coverage will include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

- B. Signature Authority. By signing this Agreement, the Recipient's authorized representative warrants and represents that they are authorized by the Recipient to legally enter into this Agreement.
- C. Notices. Notices and communications under this Agreement shall be addressed as follows:

If to LCRA:  
LCRA  
Attn: Valerie Miller  
P.O. Box 220  
Austin, TX 78767-0220  
[valerie.miller@lcra.org](mailto:valerie.miller@lcra.org)  
512-578-4031

If to Recipient:  
Reunion Ranch WCID  
c/o Willatt & Flickinger  
12912 Hill Country Blvd, STE F-232  
Bee Cave, TX 78738  
[Bflickinger@wfaustin.com](mailto:Bflickinger@wfaustin.com)  
512-476-6604

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

- D. Entire Contract; Modifications. This Agreement supersedes all prior agreements, written or oral, between the Parties and shall constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by a writing signed by both Parties.
- E. Assignment. This Agreement is not transferable or assignable except upon written approval by the Parties.
- F. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- G. Public Information. It shall be the independent responsibility of the Parties to comply with the provisions of Chapter 552, Texas Government Code (the "Public Information Act"), as those provisions apply to the Parties' respective information. Recipient is not authorized to receive public information requests or take any action under the Public Information Act on behalf of LCRA. Likewise, LCRA is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Recipient.
- H. Independent Contractor. LCRA and Recipient shall operate hereunder as independent contractors and not as an officer, agent, servant, or employee of the other. Nothing in this Agreement shall be construed to create a joint venture or partnership between the Parties.
- I. Applicable Laws. LCRA and Recipient will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.

- J. **Venue; Governing Law.** The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. In the event of litigation, exclusive venue shall be in a state court of competent jurisdiction in Travis County, Texas.
- K. **Waiver.** No action or failure to act by either Party shall be a waiver of a right or duty afforded under the Agreement, nor shall such action or failure to act constitute a breach of this Agreement, except as specifically agreed to in writing.
- L. **Termination or expiration of this Agreement shall not relieve, reduce, or impair any rights or obligations of a Party that may arise under this Agreement.**

If the terms and conditions stated above are in accordance with your understanding, please so indicate by signing both originals of this Agreement and returning one of them to LCRA.

IN WITNESS WHEREOF, Recipient and LCRA have made and executed this Agreement effective as of the date of the last signature below.

**Lower Colorado River Authority:**

Reunion Ranch Water Control and Improvement District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Monica Masters

Name: Dennis Daniel

Title: Vice President, Water Resources

Title: President

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

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

**EXHIBIT A**

**Firm Water Conservation Cost-share Application**

**EXHIBIT B**

**Firm Water Conservation Cost-share Program Project Status Report**





**Firm Water Conservation Cost-share Program  
Project Status Report**

**2022**

**Please complete the following information for the completed cost-share project and return to LCRA by January 2023, or upon completion of the project if the timeframe for completion is less than one year. For equipment purchases, please attach associated purchasing receipts, as appropriate, or other documentation outlining the costs incurred. Please mail your completed status report and associated attachments to:**

**Stacy Pandey  
Lower Colorado River Authority  
P.O. Box 220  
Austin, Texas 78767-0220**

**GENERAL INFORMATION**

Participating Organization: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Contact Email Address: \_\_\_\_\_

**REPORTING REQUIREMENTS**

Is the project complete?       Yes     No    If yes, enter completion date: \_\_\_\_\_

If no, has an extension been requested?  Yes     No    Enter extension date: \_\_\_\_\_

*Note: All extension dates need to be approved by LCRA.*

Please describe the progress of the funded project as of [enter date]. *Attach additional pages as needed.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT GOALS**

Please indicate the number of equipment items installed, incentives distributed, etc.

Attach additional pages as needed.

Item Description	Total Number of Items for Project

**PROJECT EXPENDITURES**

What is the total estimated cost for the project as described in your cost-share application? \$ \_\_\_\_\_

Please list the actual project cost upon completion? \$ \_\_\_\_\_

Please list your total project expenditures to date.

Attach additional pages as needed.

Major Budget Components (including in-kind contributions such as salaries, wages, equipment, etc.)	Cost
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

**WATER SAVINGS**

What is your total estimated annual water savings from the project (include assumptions/calculations if relevant)?

\_\_\_\_\_

For water loss reduction projects, do historical water plant production records and monthly water loss reports support the estimated annual water savings (explain)? \_\_\_\_\_

\_\_\_\_\_

How will the water savings continue to be monitored? \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION**

I hereby certify that the information given herewith is true and accurate to the best of my knowledge and belief.

Signature of Contact Representative: \_\_\_\_\_ Date: \_\_\_\_\_

# **SEPARATION PAGE**

ORDER ESTABLISHING WATER AND WASTEWATER SERVICE  
RATES, CHARGES, TAP FEES AND SOLID WASTE DISPOSAL/RECYCLING FEES AND  
ADOPTING GENERAL POLICIES WITH RESPECT TO THE DISTRICT'S WATER,  
WASTEWATER AND DRAINAGE SYSTEMS

October 20, 2020

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HAYS         §

WHEREAS, pursuant to Chapters 49, 51 and 54, Texas Water Code, the Board of Directors (the "Board") of Reunion Ranch WCID (the "District") is authorized to adopt and enforce all necessary rates, charges, fees, and deposits for providing District facilities or services;

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF Reunion Ranch WCID as follows:

I.     General Policies.

A.     Definitions. For purposes of this Order, the following terms shall have the meanings indicated:

1.     "Connection" shall mean and refer to each residential unit occupied by a separate family, including separate apartments located within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.
2.     "District's representative" shall mean and refer to the general manager of the District or another representative or employee of the District acting pursuant to the direction of the general manager or the Board of Directions of the District.
3.     "LUE" shall mean a single unit of service, defined as the typical flow (in gallons per day) that would be produced by a single-family resident. The number of LUE's needed for a connection shall be determined in accordance with the methodology, calculations and procedures used by the West Travis County Public Agency (WTCPUA) for determining LUE conversions by land use that are in effect at the time a connection is needed.
4.     "The Rules" shall mean and refer to such rules and regulations as the District may adopt pursuant to Section 51.127, Texas Water Code. The term "Rules" shall specifically include, but shall in no respect limited to, the District's "Amended Rules and Regulations Governing Water and

Sanitary Sewer Facilities, Service Lines, Connections, Erosion Control, Trash Removal and District Property.

5. "Systems" shall mean and refer to the District's water, wastewater, and drainage systems.
  6. "Erosion Control Inspection" shall mean verification of proper silt fencing, inlet protection, and trash contamination.
  7. "Site Inspection" shall mean review, inspection, and general overview of lot before construction begins.
  8. "Slab Line Inspection" shall mean verification of non-connection between potable and non-potable water connections; including service line.
  9. "Wall Line Inspection" shall mean verification of non-connection between potable and non-potable water connections; before wall enclosure.
  10. "Fixture Inspection" shall mean verification of non-connection between potable and non-potable water connections; includes correct connections of faucet, hose bib, washing machine, dishwasher connections, etc.
  11. "Final Inspection" shall mean complete inspection of entire lot before builder/owner closure of property.
- B. All Services Required. Except as otherwise expressly authorized in the Rules, no service shall be provided by and through the District's System unless the applicant agrees to receive both water and wastewater service from the District.
- C. All Services Charged. At no time shall the District render water and/or sewer services without charge to any person, firm, corporation, organization, or entity.
- D. Other Utilities. Prior to installing underground cables, pipelines, or other facilities in the area of the District water supply and sanitary sewer collection lines, representatives of utility companies shall meet with the District's representative to file such companies' construction plans and schedules and to review the engineering plans illustrating the location of the District's lines.

II. Connections to the District's Systems.

A. Applications for Connections.

1. Any party desiring to make a connection to the District's Systems shall first make an application to the District's representative in the form approved by the Board of Directors of the District. The applicant shall, upon request, furnish the District's representative with evidence that the party who will actually install the tap and connecting line has comprehensive general liability insurance in the minimum amounts of \$300,000.00 bodily injury and \$50,000.00 property damage, with an underground rider and a completed operations rider.
2. The District's representative shall review all applications for connections to the District's Systems. In the event that the District's representative finds that the materials to be used and the procedures and methods to be followed in laying the line and making the connection are equal to or better than the standards and are in compliance with all terms and conditions of the Rules, the District's representative may approve the application and the proposed connection, subject to such terms or conditions as the District's representative deems necessary or convenient to accomplish the purpose and objectives of the Rules.

B. Payment of Fees. Any party desiring to make a connection to the District's water and wastewater system shall pay the appropriate water tap fee and/or sewer tap fee and impact fee to the District's representative at the time the application for such connection is made. No connection shall be made until such fees are paid.

C. Water Impact Fees per LUE and Tap Fees.

1. Water Impact Fee. An impact fee of \$5,250.00 for each LUE for each water tap within the amended final plat of Reunion Ranch Section One, or within the amended final plat of Reunion Ranch Section Two, shall be charged and collected by the District for all taps on any residential, office, retail, commercial or industrial property within those sections. An impact fee equal to the then current West Travis County Public Utility Agency impact fee, for each LUE for each water tap and property not within the amended final plat of Reunion Ranch Section One or the amended final plat of Reunion Ranch Section Two shall be charged and collected by the District for all taps on any residential, office, retail, commercial or industrial property.

2. The District's water tap fees shall be as follows:

Meter Size	Water Tap Fee
5/8" x 3/4"	\$500.00
3/4" x 3/4"	\$500.00
1"	\$1,000.00
Over 1"	To be provided at time of application

The District's wastewater tap fees shall be as follows:

Residential	\$500.00
Commercial	\$1,000.00

Sewer tap installation involving excavation of the sewer main shall be performed by the District at cost plus 25% in addition to the above tap fee.

The owner of a water or sewer tap may transfer a purchased tap from one lot within the District to another lot within the District upon application to the District and shall pay a fee of \$30.00

Expiration of Taps: Reservation of capacity through the pre-purchase of water and wastewater taps will expire eighteen (18) months after date of purchase of said tap.

D. District Required Inspection Fees:

1. The District's fee for each inspection of a water tap for a single-family residence or duplex residence dwelling unit (with individual meters for each dwelling unit) is \$75.00 per meter.
2. The District's fee for each inspection of a wastewater tap for a single-family residence or duplex residence dwelling unit (with individual meters for each dwelling unit) is \$75.00 per meter.
3. The District's fee for the final sewer inspection is \$250.00 this inspection includes televising of the lines. A sewer service camera inspection shall be required when gravity flow sewer lines exist between the house and main sewer line.
4. The District's fee for each inspection of a water tap for commercial structure (including apartment complexes) is \$100.00 per hour. An estimated cost will be determined during the tap application process. The fee for the first inspection must be paid at the time the tap is purchased. The fee for any additional inspections must be paid to the District's representative at the time the inspection is requested.



5. The District's fee for the first inspection of a wastewater tap for a commercial structure (including apartment complexes) is \$100.00 per hour. An estimated fee will be determined during the tap application process. Fees are due at the time the tap is purchased. The Fee for any additional inspections must be paid to the District's representative at the time the inspection is requested.
6. Backflow Inspections Fee will be assessed at \$75.00 per device.
7. Grinder Station Inspection Fee will be assessed at \$150.00 per inspection.
8. The District's fee for the two inspections of installation of a pool shall be \$100.00. Any required reinspection shall incur an additional fee of \$50.00.

E. Customer Service Inspections. The District will conduct inspections of new residential and commercial construction as required by the TCEQ. Inspections will include erosion, cross-connections, site slab line, wall line, fixture and final site survey a fee of \$350.00 is required for these inspections. In addition, an inspection will be performed on all new irrigation systems, pools, spas, water purification systems, etc. fees will be \$50.00. The applicable inspection fees will be paid at the time of purchase of the water and wastewater tap for the new construction. If an inspection is failed, a re-inspection fee of \$75.00 will be assessed for any re-inspection required. If the property is not accessible for inspection at the time an inspection is scheduled, the inspection will be deemed to have been failed, and the re-inspection fee will be assessed.

F. Security Deposit Residential. A security deposit of \$150.00 per connection shall be paid to the District's representative by each residential customer either prior to the initiation of service or billed on the first month's water bill. Security deposits shall not be transferable to another party and shall be held by the District to assure the prompt payment of all bills for water and wastewater services to the customer. Following eighteen (18) months of prompt payment, when due, of the District's utility bills, a customer who owns and occupies a residence within the District shall, upon written request to the District's representative, be entitled to a refund of its security deposit; provided however, that the District may require the customer to replace the security deposit in the event the customer thereafter makes late payments for two (2) or more consecutive months.

At its option, the District may apply all or any part of a customer's security deposit against any delinquent bill of the customer. Upon discontinuation of service, the deposit shall be applied against amounts due, including any disconnection fees, whether because of the customer's delinquency or upon the customer's request. Any portion of the deposit remaining after deduction of such

amounts shall be refunded to the customer. In no event shall the security deposit bear interest for the benefit of the customer.

Commercial Security Deposit. An amount equal to \$100.00 times the number of fee units or \$10,000.00 whichever is less.

- G. Transfer Fee. A customer who desires to transfer service from one address within the District to another address shall pay a transfer fee of \$30.00 which shall be collected at the time of the transfer of service. Customers who have a twenty-four (24) month or more prompt payment record shall not be required to pay said Transfer Fee.
- H. Additional Charges. Any non-routine charges incurred by the District in connection with any water tap, sewer tap, and/or inspection shall be the responsibility of the applicant for such connection and shall be payable to the District upon demand.
- I. Homebuilder Deposit. Each homebuilder within the District must maintain a builder deposit of (i) \$1,000.00, if one house is being constructed by the homebuilder; or (ii) \$2,000.00, if more than one house is being constructed by the homebuilder. No taps will be sold to a homebuilder until this deposit is paid. Homebuilder deposits are non-transferable, and any inspection fees coming due to the District may be charged against this deposit.

At its option, the District may apply all or any part of a Homebuilder's deposit against any delinquent bill of the builder. Upon discontinuation of service, the deposit shall be applied against amounts due, including any disconnection fees, whether because of the builder's delinquency or upon the builder's request. Any portion of the deposit remaining after deduction of such amounts shall be refunded to the builder. In no event shall the Homebuilder's deposit bear interest for the benefit of the builder.

- J. Pool Deposit. A customer who installs a pool shall provide a deposit of \$1,500.00 which shall be applied as provided in the District's Rules and Regulations.

### III. Water and Wastewater Service.

- A. Applications for Service. On or before two (2) business days prior to activation of service, any party desiring to receive service from the District's water or wastewater systems shall make an application for such service to the District's representative in the form approved by the Board of Directors of the District. All applications shall be made by the record owner or renter of the property for which service is being requested. Proof of residency shall be furnished to the District's representative upon request. Application fee is set at \$30.00. If requested and

same day activation of service is possible, such expedited Application fee is set at \$50.00.

- B. Water and Sewer Service Rates. The following rates and charges for the sale of water and the collection and disposal of sewage shall be in effect for residential customers, including multi-family and apartment, and commercial customers within the District from the effective date of this Order.
- C. The Customer shall install a pressure sewer system component, hereinafter referred to as a grinder pump system ("Grinder Pump System") in those circumstances where the elevation and/or slope of the Property in relation to the location of the District's System requires the installation of a pressure sewer system in order to transport Customer's sewage to the District's System.
- D. Design and Installation of Grinder Pump Systems. The District shall have the right to prior approval of the design of the Grinder Pump System, including materials, equipment, and location of the Grinder Pump System, prior to installation of the Grinder Pump System by the Customer. The Customer shall obtain from the District's engineer the design requirements for the Grinder Pump System for the Property. The design requirements shall be determined by the District's engineer and shall be in accordance with the rules of the TCEQ for alternative sewage collection systems, as those rules are amended by the TCEQ.
- E. Inspection of Installed Grinder Pump Systems Prior to Provision of Service. The District shall have the right to inspect and approve the installed Grinder Pump prior to initiation of service to the Property. The Customer shall give the District at least five (5) business days' notice requesting an inspection.
- F. The District will Maintain and Repair Installed Grinder Pump Systems. The Customers shall immediately notify the District upon discovery of any alarm or possible malfunction of the Grinder Pump.
- G. The Customer will provide the District with a right of access to the Customer's property at any time in case of an emergency and at all other reasonable times in a non-emergency case for the purposes of making any improvements, maintenance, repairs, and replacement of any components of the Grinder Pump System, including any Service Lines from the pump to the wastewater collection system and the service isolation valve in order to protect the integrity of the System.
- H. The Customer shall be responsible for supplying power to the Grinder Pump System and for all costs associated with supplying power associated with the operation of the Grinder Pump System.

- I. The District and the Customer agree that the Grinder Pump System is the property of the Customer; however, once the Grinder Pump System is installed, it becomes an integral component of the District's System and not as a part of the home plumbing for the Property as required by the Rules of the TCEQ.

- I. General Provisions.

- a. Bills for sewer service shall be computed (i) on the basis of the average amount of water used by the customer during the winter season based upon the average of the monthly readings of the customer's water meter for the preceding December, January, and February; or (ii) on the basis of the customer's current monthly water bill, whichever is less.

- b. If a residential customer does not have an acceptable history of water usage during the preceding December, January, and February, the customer's monthly sewer bill shall be calculated based upon (i) the customer's current monthly water usage; or (ii) on the basis of 4,000 gallons water usage per month, whichever is less.

- c. If a nonresidential customer does not have an acceptable history of water usage during the preceding December, January, and February, the customer's monthly sewer bill shall (i) be calculated based upon the customer's current monthly water usage; or (ii) be calculated by measuring actual sewage volume, on a basis acceptable to the District, at the expense of the customer, and correlating such volume to the schedule set forth below.

- d. For purposes of calculating monthly water rates for irrigation meters, the winter average shall be deemed to be 5,000 gallons per month per Living Unit Equivalent.

- e. Anything herein to the contrary notwithstanding, no charge for wastewater service shall be made based on water used as a result of a Special Connection authorized pursuant to the Rules.

- f. Payments, other than delinquent accounts, may be made in the form of personal check, credit card, cashier's check or money order. Customers of the District may also pay monthly bills via alternative payment options provided through the District, the District's representative, or third-party service providers, including but not limited to, online check and credit card payments, check and credit card payments processed by telephone, automatic monthly debt programs, and other payment option as they become available. All alternative payment options offered by the District are provided merely as a convenience to customers and such alternative payment options may be discontinued by the District at any time in its sole discretion. Certain payment options are made available through third party service providers who may charge fees in connection with such payment options. Such fees are the sole responsibility of the customer and are separate and apart from any amount owed by the customer to the District. Non-payment of any such fees shall subject the customer to termination of service in accordance with this Order. If any customer payment is refused or returned by the processing financial institution, the District will charge the customer a return item fee of \$25.00. Acceptable payment options for delinquent accounts are restricted as specified elsewhere in this Order.

g. Any party desiring to have a meter reading confirmed is subject to a \$50.00 fee if it is found that the meter read is reading correctly and such fee will be assessed to the customer's next water bill.

h. An accuracy test may be performed at the written request of the customer. If the results from the accuracy test prove to be 95% or above accurate, a charge in the amount of \$100.00 will be assessed to the customer's next water bill.

2. Monthly In-District Water and Sewer Rates.

Residential customers shall be charged as follows:

Basic Service Charge Water Per LUE \$40.00

Gallon Charge for Water (per 1,000 gallons)	3.50	0 – 10,000 gallons
	3.85	10,001 – 15,000 gallons
	4.40	15,001 – 20,000 gallons
	5.65	20,001 – 25,000 gallons
	7.00	25,001 – 30,000 gallons
	12.00	30,001 – 40,000 gallons
	15.00	40,001 and over

Homeowner Associations shall be charged as follows:

Basic Service Charge Water Per LUE \$40.00

Gallon Charge for Water (per 1,000 gallons)	2.50	Per 1,000 gallons
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All customers shall be charged as follows:

Basic Service Charge Wastewater Per LUE \$35.00

Gallon Charge for Wastewater (per 1,000 gallons)	3.25	Per 1,000 gallons
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3. Fire Hydrant Meter Fees. Sale of water on a temporary basis from fire hydrants within the District shall be requested from the District's representative. There shall be charged and collected for each fire hydrant meter application fee of \$30.00, an installation fee of \$125.00 and a security deposit of \$2,000.00. It is understood that such installation fee shall include a required back flow prevention test. The security deposit

shall be refunded to the applicant at the time the meter is returned in good working order less any amounts due for damage to the meter, other equipment, or water bills due.

4. Amounts Owed to The District Resulting from Enforcement of District Rules. Fines, penalties, costs, expenses, reimbursements and any other charges imposed by the District pursuant to enforcement of the Rules shall be added to and included on the bills sent monthly to customers, and in accordance with Texas Water Code Section 49.212, shall be subject to the treatment of delinquent accounts as hereinafter provided.

The District shall charge each customer any regulatory assessment required by the Texas Commission on Environmental Quality.

#### IV. Delinquent Accounts and Discontinuation of Service.

- A. The District shall bill each customer monthly for all services rendered in the preceding month. All bills shall be due on the due date as specified on the bills and shall become delinquent if not paid as set forth on the bills. For accounting purposes only, and with District board approval, the District's representative shall write off accounts receivable over ninety (90) days past due. This shall in no way relieve the past due customer of any liability for payment. The District's representative shall turn all overdue accounts over to a collection agency for appropriate action.
- B. A late charge of ten percent (10%) of the amount of the bill shall be added for each monthly billing date the delinquent amount, including a delinquent stand-by fee, remains unpaid. If a bill remains delinquent for fifteen (15) days, water service shall be discontinued in accordance with this paragraph. Prior to termination, the customer shall be notified of the amount due by letter sent by United States Mail, First Class. A delinquent bill renders the entire account delinquent and the entire account must be paid in full in order to avoid interruption of service. The notice shall state the date upon which water service shall be terminated, which date shall be not less than seven (7) days from the date such notice is sent. Such notice shall state the time and place at which the account may be paid and that any errors in the bill may be corrected by contacting the District's representative, whose telephone number shall also be given in such notice. Provided, however, that in the event the customer contacts the District's representative within such seven (7) day period, the District's representative may, at its option, allow the customer to make arrangements to pay the delinquent amount in installments to be approved by the District's representative. Prior to termination, the customer shall receive three (3) days notice of such termination by the District's representative placing the notice at the customer's service address. After termination of service, payment by the customer of delinquent

amounts due and reconnection charges shall be payable only credit card, money order, or cashier's check. No personal checks will be accepted.

- C. Water service shall be discontinued in accordance with this Section for any account for which a check for payment has been dishonored by the financial institution. Prior to termination, the customer shall receive a three (3) day notice of such termination by the District's representative placing the notice at the customer's service address. Payment by the customer who has presented a dishonored check shall be made by credit card, money order, or cashier's check. Personal checks will not be accepted.
- D. The District reserves the right to institute suit for the collection of any amounts due and unpaid, together with interest thereon at the maximum legal rate and reasonable attorneys' fees.
- E. The District further reserves the right to charge a customer paying a bill with a check which is dishonored an amount established from time to time by the District's representative, which amount shall be based on the prevailing or usual charges made for dishonored checks and drafts by other vendors in the same general area as the District.

V. Reconnection of Service after Discontinuation.

Charge for Reconnection. If service to a Customer is discontinued for nonpayment of a delinquent bill or for any cause legally authorized (including discontinuation upon a Customer's request), the charges set forth below shall apply, and such charges must be paid prior to reconnection. In addition to the charges set forth below, and in addition to any required replenishment of a Customer's security deposit previously established under Section II(F) herein, an additional reconnection security deposit of \$150.00, payable in accordance with this Order, shall be paid prior to service being restored. Upon payment of the reconnection security deposit by a Customer, such deposit shall be retained and administered in accordance with District's rate order. Payment of all deposits, fees and charges under this Section must be in the form of cash, cashier's check, or money order.

A. Water System.

When meter has been removed	\$100.00
When meter has not been removed	\$ 40.00
Additional after-hours charge (after 4 p.m.)	\$100.00

Wastewater System. Two times the cost to the District.

### Unauthorized Use of Water.

Except as provided in Section VII below, any person, corporation, or other entity which takes or uses water without prior authorization of the District violates this Rate Order and shall be subject to a penalty of \$200.00 for each breach of this provision and shall be charged for water taken or used at the applicable rates as established in the foregoing. Each day that a breach of this section continues shall be considered a separate breach. All water use, other than by grants of the District, will be through a meter provided to the user by the District. The District shall not allow use of District water or connection to the District's water system until all outstanding penalties assessed have been paid. This penalty shall be in addition to the other penalties provided by the laws of the State and to any other legal rights and remedies of the District as may be allowed by law. Board determination of a violation is required in order to levy a penalty and upon such determination, notice in writing shall be delivered to the person, corporation, or entity held in violation providing said person the opportunity to appear before the Board and address the imposition of said penalty.

VIII. Leak Billing Adjustments. Customers may contact the District if they believe their water bill is unusually high, possibly due to a leak in the water system, and the following procedures will be followed to determine if a billing adjustment is appropriate:

1. The District's Representative reviews the water usage to confirm the monthly usage is higher than the average time of year and will ask the customer if there was a leak in the home or irrigation.

a. If the customer had a leak and has a repair invoice for an underground leak or irrigation repair made in the time associated with the highwater use, the District's Representative will calculate the total water use down to the first tier's rate.

b. If the customer had a leak and has not repaired it, the District's Representative will request that the customer hire a plumber to investigate. No leak adjustment will be considered without a repair for an underground leak or irrigation repair.

c. If the customer believes there is no leak causing high water usage, the District's Representative will offer to test the meter to determine if the District meter is recording water flow incorrectly.

i. If the meter results show there is an issue with the meter adverse to the customer, the District's Manager will adjust the billing to an average of water use over the last year's average during the same season.

ii. If the meter is tested and there are no issues adverse to the customer, the customer will pay for the testing. The charge is \$50.00.

2. The District's Representative may offer a payment plan up to 3 months. The Board must approve a longer payment plan.



3. For residential customers, the District's Representative shall, in cases where the approved water billing adjustment is for usage in December, January or February, also adjust the monthly usage for purposes of calculating the winter average, to the amount of usage in that month in the preceding year. For Homeowner Associations, the District's Representative shall, in cases where a water billing adjustment is approved for a non-irrigation meter, also adjust the wastewater billing to amount billed in the same month of the prior year, if the nature of the leak is such that the leaking water likely did not enter the District's wastewater system.

IX. Water Conservation and Drought Contingency Plan

The District's Water Conservation and Drought Contingency Plan are incorporated by reference into this Rate Order, specifically including, but not limited to, the enforcement provisions in Section 6.4. The Water Conservation and Drought Contingency Plan may be amended from time to time. Such amendments shall also be incorporated in their entirety when adopted by the Board.

X. Transfer of Service.

In the event service at an address is to be transferred from one customer name to another customer name, there shall be assessed the following charge:

Transfer fee: \$30.00


XI. Filing of Order.

The Secretary of the Board is hereby directed to file a copy of this Order in the principal office of the District.

XII. The effective date of this Order shall be the next billing cycle after October 20, 2020.

  
\_\_\_\_\_  
Dennis Daniel, President  
Board of Directors

ATTEST:

  
\_\_\_\_\_  
Nathan Neese, Assistant Secretary  
Board of Directors

(DISTRICT SEAL)

\\ReunionRanch\Rate Order-2020  
10/27/20

# **SEPARATION PAGE**



**Reunion Ranch WCID  
General Manager Reports for the month of  
January 2022  
Board Meeting: February 15<sup>th</sup>, 2022**

Reviewed By: Kristi Hester  
Date: 2/08/2022

**Memorandum for: Board of Directors Reunion Ranch WCID**  
**From: Kristi Hester**  
**Date: 02/15/2022**  
**Subject: General Manager's Executive Summary**

Below is a summary of activities since the last Board Meeting:

**Agenda Item 14**

**A. Administrative**

- Nothing significant to report.

**B. WWTP/Collection System**

- All facilities are in compliance for the month of January; plant is at 67% capacity; total flows are 1.7 MG; average flows are 54,000 GPD.
- Inframark is scheduled to build and install a drip skid cover.
- Repaired several leaks on Drip Skid.
- Drip Skid motor for Pump #1 failed. Motor is scheduled for repairs.
- Replacing decant valve that is not operational. Wastewater Transport assisted with pulling 2 loads to prevent overflow. Obtaining estimate for replacement.
- Received estimate to add turbidity meter for effluent water sampling.

**C. Wastewater Grinder Stations**

- Nothing significant to report.

**D. Effluent Irrigation System and Fields**

- Conducted monthly inspection of irrigation fields.
  - Repaired leak in irrigation zone #28

**E. Distribution & Collection, Lift Stations**

- Water accountability at 96% for the month of January.
- SCADA log showed Influent Lift Station alarm on February 1<sup>st</sup> during the ice storm. Alarm call was not received, currently troubleshooting Auto Dialer and working with Engineer on a solution.
- Fire Hydrant, Valve and Manhole survey are being conducted this month.

**F. Billing Adjustments**

- No adjustments requested.

**G. Delinquencies**

- Mailed 18 Delinquent Letters; 0 Hung; 0 Red Tags

**H. Customer Meter Issues**

- Nothing significant to report.

**I. Customer and Resident Complaints**

- No complaints received.

**J. Stormwater Conveyance and Pond Maintenance**

- Inframark conducted pond inspections on detention ponds on January 19<sup>th</sup>.
- Aquatic Features water retention pond inspection reports included for review.
- Scheduled meeting with Sunscape and Terrain to discuss pedestrian walkway to Mary Elise.
- Electrician did not locate any electrical connection at Mary Elise Pond. Power supply would need to come from transformers in the neighborhood. Meter and sub panel would need to be added to install the aerator.

**K. Landscaping**

- Temporary Irrigation meter at Mary Elise and Angela Rose was damaged during freeze. Scheduled for replacement.

**L. Water Quality Notices to Residents**

- Nothing significant to report.

**M. Out of District Water/Wastewater Requests**

- No request received.

**N. District Property and Greenspace Use**

- Nothing significant to report.

**O. Maintenance Access**

- Nothing significant to report.

**P. Declaration of Surplus District Property; Sale of sludge box**

- Discussing sale of sludge box with Hays WCID 1.

**Q. Expenditures, contracts, repairs, replacements and maintenance**

- Refer to recommendations below

**Construction**

- Erosion control report attached for review.

**Current Items for Board consideration:**

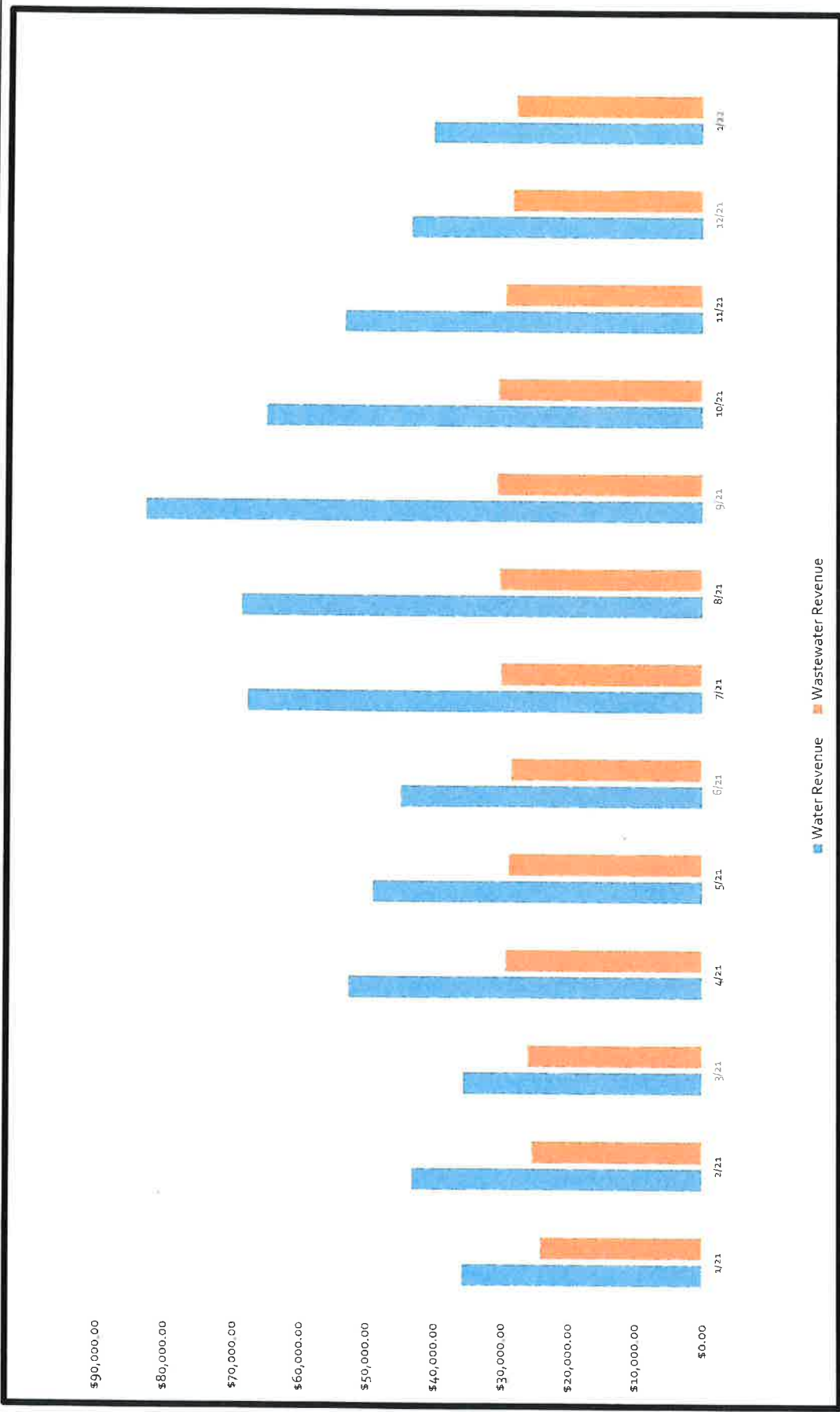
<b>Vendor</b>	<b>Amount</b>	<b>Budgeted</b>	<b>Description</b>	<b>Work Order #</b>
Inframark	8,000.00	5,000.00	Drip Skid Cover	2770690
Inframark	10,000.00	No	Electrical connection for pond aerator	
HACH	2,000.00	No	Turbidity meter kit	



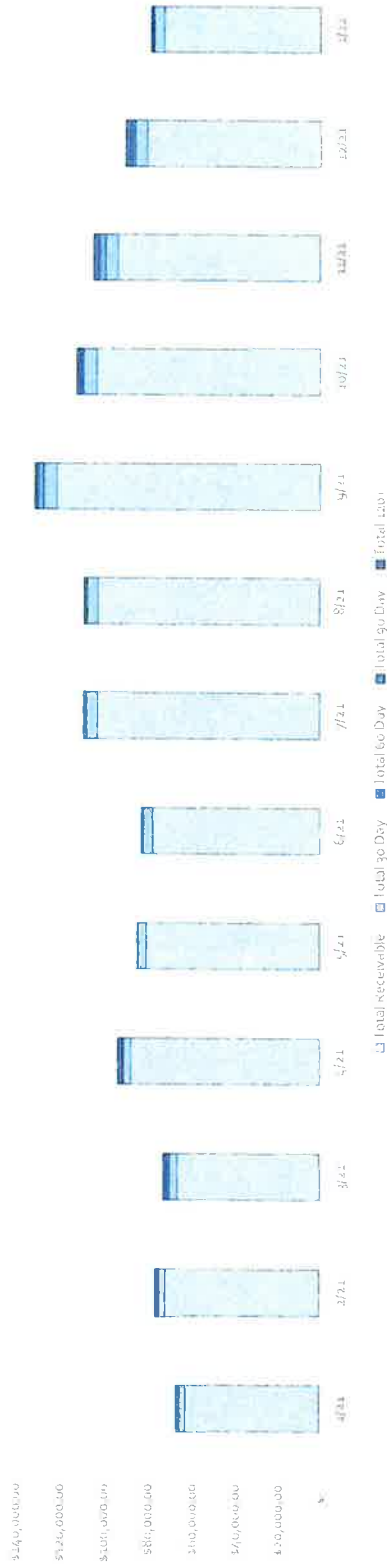
**Billing Summary**

Description	Connections		Variance
	Jan-21	Jan-22	
Residential	483	513	30
Commercial - HOA	14	14	-
Hydrant	0	-	-
Tracking	1	1	-
Reclaimed	-	-	-
<b>Total Number of Accounts Billed</b>	<b>498</b>	<b>528</b>	<b>30</b>
	<b>Consumption</b>		
Residential	3,526,000	4,695,000	1,169,000
Commercial - HOA	447,000	89,000	(358,000)
Hydrant	-	-	-
Tracking	-	-	-
Reclaimed	-	-	-
<b>Total Gallons Consumed</b>	<b>3,973,000</b>	<b>4,784,000</b>	<b>811,000</b>
	<b>Average Consumption</b>		
Residential	7,300	9,152	1,852
Commercial - HOA	31,929	6,357	-
Hydrant	0	0	500
Tracking	-	-	-
Reclaimed	-	-	-
<b>Avg Water Use for Accounts Billed</b>	<b>7,977.91</b>	<b>9,060.61</b>	<b>1,083</b>
Total Billed	60,276	72,454	12,178
Total Aged Receivables	2,562	6,651	4,089
Total Receivables	<b>62,838</b>	<b>79,105</b>	<b>16,267</b>

12 Billing Month History Revenue by Category



## 12 Month Accounts Receivable and Collections Report



Date	Total Receivable	Total 30 Day	Total 60 Day	Total 90 Day	Total 120+
1/21	\$ 62,838.23	\$ 2,826.80	\$ 1,230.94	\$ -	\$ 150.00
2/21	\$ 71,868.27	\$ 2,651.64	\$ 710.54	\$ 963.56	\$ 150.00
3/21	\$ 66,589.70	\$ 3,275.28	\$ 1,024.60	\$ 514.93	\$ 1,113.56
4/21	\$ 87,819.19	\$ 3,097.37	\$ 518.88	\$ 445.96	\$ 1,628.49
5/21	\$ 80,520.21	\$ 3,945.96	\$ 72.97	\$ -	\$ 150.00
6/21	\$ 77,784.01	\$ 4,302.55	\$ 438.49	\$ 72.97	\$ 150.00
7/21	\$ 102,933.47	\$ 4,971.98	\$ 1,167.63	\$ 85.28	\$ 150.00
8/21	\$ 102,933.47	\$ 4,971.98	\$ 1,167.63	\$ 85.28	\$ 150.00
9/21	\$ 121,915.16	\$ 5,867.72	\$ 2,597.16	\$ 515.36	\$ 883.24
10/21	\$ 103,732.02	\$ 6,037.42	\$ 874.22	\$ 794.69	\$ 1,284.78
11/21	\$ 94,061.57	\$ 5,496.67	\$ 2,920.03	\$ 716.74	\$ 2,046.95
12/21	\$ 80,792.28	\$ 5,453.42	\$ 971.26	\$ 1,235.08	\$ 2,288.73
1/22	\$ 73,152.76	\$ 4,746.33	\$ 356.70	\$ 151.27	\$ 719.81
Board Consideration to Write Off	\$0.00				
Board Consideration Collections	\$0.00				
Delinquent Letter Mailed	18				
Delinquent Tags Hung	N/A				
Disconnects for Non Payment	N/A				



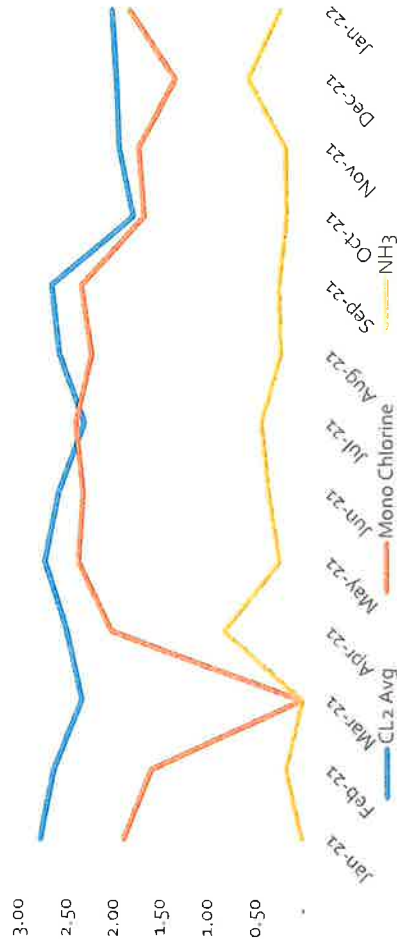
**Water Quality Monitoring**

2.35

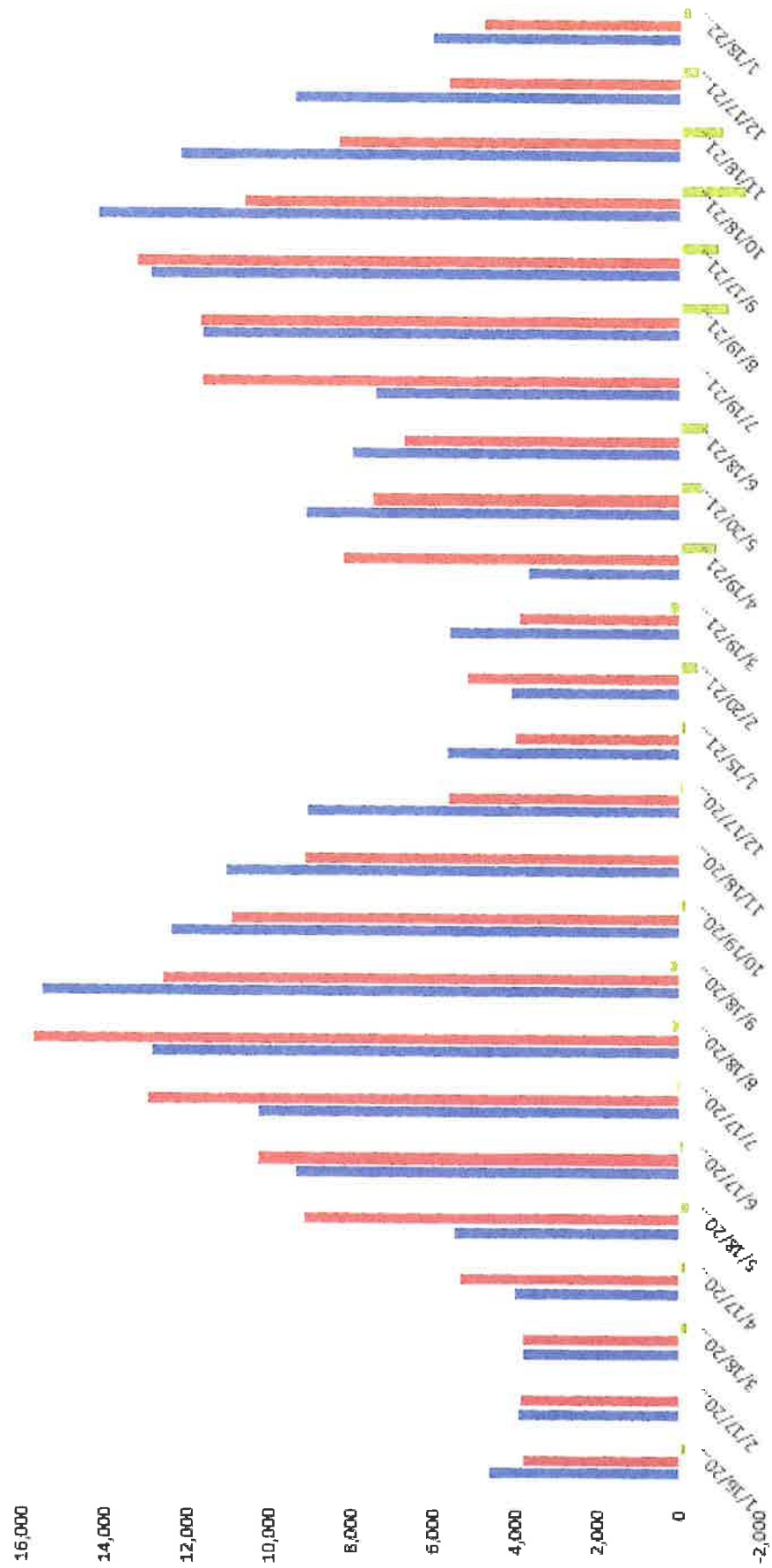
**Current Annual Avg**  
State Requirements Must Be Above .50

Date	CL2 Avg	Mono Chlorine	NH3
Jan-21	2.76	1.87	0.01
Feb-21	2.62	1.57	0.17
Mar-21	2.32	0.00	0.00
Apr-21	2.48	2.00	0.81
May-21	2.71	2.35	0.23
Jun-21	2.57	2.30	0.34
Jul-21	2.29	2.38	0.42
Aug-21	2.56	2.21	0.22
Sep-21	2.64	2.32	0.24
Oct-21	1.77	1.65	0.16
Nov-21	1.92	1.71	0.17
Dec-21	1.95	1.32	0.56
Jan-22	2.00	1.81	0.23

CL2 Avg-Mono Chlorine - NH3



## Water Accountability Report

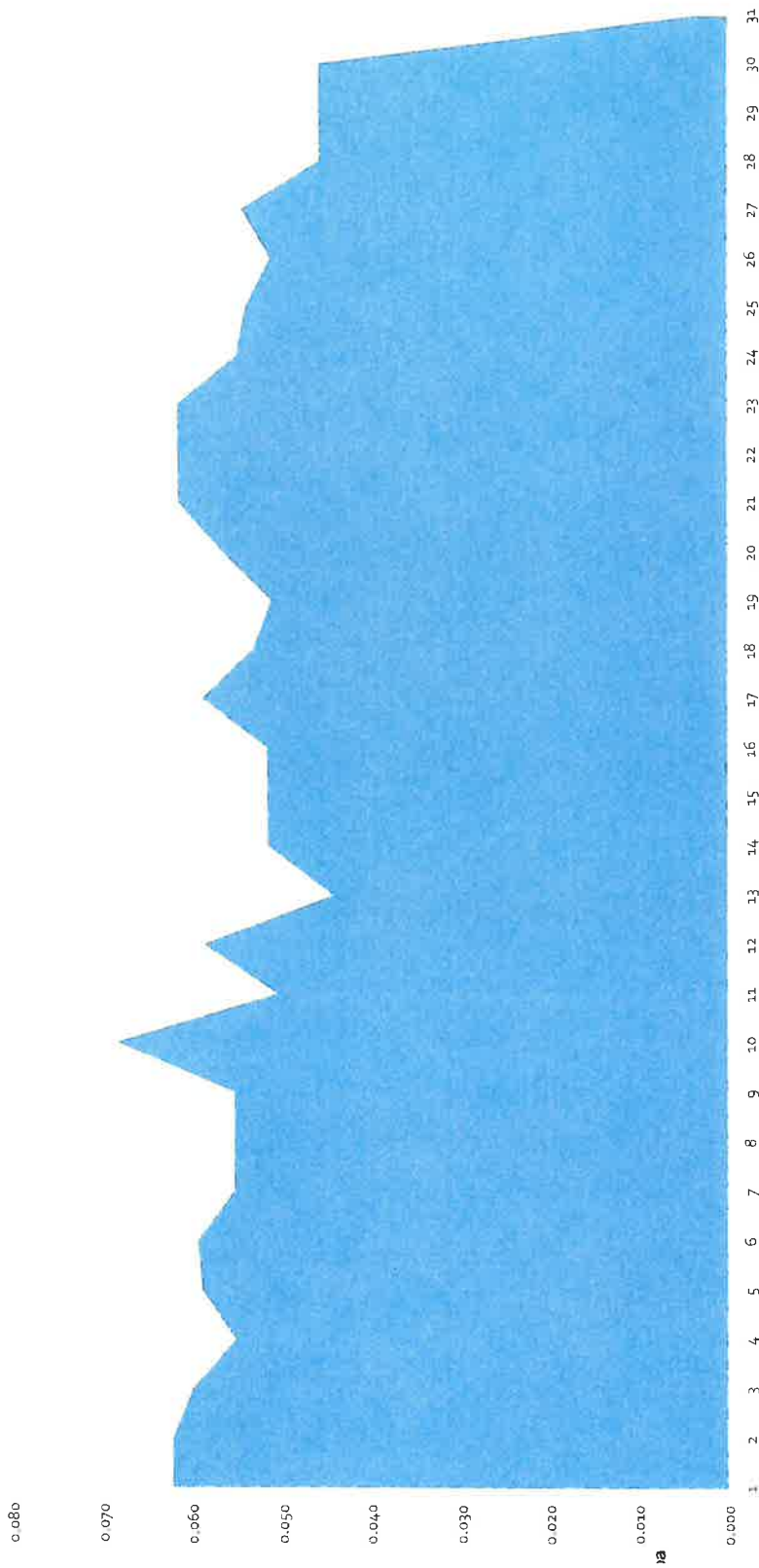


Month	Read Date	Number of Connections	Master Meters	Billed Use	Flushing /Other	Gal.s Loss (-)	% Loss	Accounted For
January 20	1/16/20	426	3,910	3,792	10	(108)	-2.77%	97.23%
February 20	2/17/20	432	3,820	3,840	9	29	0.75%	100.75%
March 20	3/18/20	443	3,996	3,793	8	(195)	-4.89%	95.11%
April 20	4/17/20	453	5,479	5,326	7	(146)	-2.66%	97.34%
May 20	5/18/20	459	9,377	9,157	8	(212)	-2.26%	97.74%
June 20	6/17/20	463	10,260	10,251	7	(2)	-0.10%	99.99%
July 20	7/17/20	468	12,895	12,956	1	62	0.48%	100.48%
August 20	8/18/20	474	15,588	15,754	8	174	1.12%	101.12%
September 20	9/18/20	481	12,398	12,644	8	254	2.05%	102.05%
October 20	10/19/20	485	11,108	10,956	7	(145)	-1.31%	98.69%
November 20	11/18/20	489	9,106	9,129	8	31	0.34%	100.34%
December 20	12/17/20	496	5,686	5,658	0	(20)	-0.48%	99.52%
January 21	1/15/21	498	4,118	3,998	7	(113)	-2.75%	97.25%
February 21	2/20/21	502	5,619	5,175	0	(444)	-7.90%	92.10%
March 21	3/19/21	504	3,695	3,920	15	240	6.49%	106.49%
April 21	4/19/21	506	9,134	8,227	5	(902)	-9.88%	90.12%
May 21	5/20/21	506	8,030	7,512	0	(518)	-6.45%	93.55%
June 21	6/18/21	516	7,447	6,752	7	(688)	-9.24%	90.76%
July 21	7/19/21	519	11,704	11,712	7	15	0.12%	100.12%
August 21	8/19/21	523	12,965	11,748	7	(1,210)	-9.33%	90.67%
September 21	9/17/21	524	14,381	13,352	11	(1,018)	-7.08%	92.92%
October 21	10/18/21	526	12,125	10,668	10	(1,447)	-11.94%	88.06%
November 21	11/18/21	527	9,390	8,376	14	(1,000)	-10.65%	89.35%
December 21	12/17/21	528	6,118	5,680	9	(429)	-7.01%	92.99%
January 22	1/18/22	528	5,080	4,842	13	(225)	-4.43%	95.57%



Wastewater Production and Quality

Wastewater Flows for the Month of January



**For the Month of January**

Flow WWTP (Avg.)	0.08 MGD	0.054 MGD	Yes	<b>67.3%</b>
BOD (Avg)	20 mg/L	4.0 mg/L	Yes	
TSS (Avg)	20 mg/L	2.0 mg/L	Yes	
Chlorine Residual (Min)	1.0 mg/L	1.2 mg/L	Yes	
PH (Min)	6.0 Std Units	8.02 Std Units	Yes	
PH (Max)	9.0 Std Units	8.02 Std Units	Yes	

**Reunion Ranch WCID Wastewater Flow Historical**

\* Water Leak at Rec Center

	Connections	Total Flows	Average	Avg Flow Per Connection	WWTP Capacity %
Jan-22	528	1,668,500	53,800	102	67%
<b>TOTALS</b>		<b>1,668,500</b>	<b>53,800.00</b>	<b>102</b>	<b>67%</b>
Dec-21	528	1,736,000	56,000	106	70%
Nov-21	527	1,718,400	57,000	108	71%
Oct-21	526	1,689,800	55,000	105	69%
Sep-21	524	1,274,000	42,000	80	84%
Aug-21	523	1,457,000	47,000	90	94%
Jul-21	519	1,391,000	45,000	87	90%
Jun-21	516	1,387,000	46,000	89	92%
May-21	506	1,370,000	44,000	87	88%
Apr-21	506	1,189,000	40,000	79	80%
Mar-21	504	1,472,000	48,000	95	96%
Feb-21	502	1,234,000	44,000	88	88%
Jan-21	498	1,640,000	53,000	106	106%
<b>TOTALS</b>		<b>17,558,200</b>	<b>48,083.33</b>	<b>93</b>	<b>86%</b>
Dec-20	496	1,715,000	55,000	111	110%
Nov-20	489	1,466,000	49,000	100	98%
Oct-20	485	1,543,000	50,000	103	100%
Sep-20	481	1,511,000	50,000	104	100%
Aug-20	474	1,661,000	54,000	114	108%
Jul-20	468	1,542,000	50,000	107	100%
Jun-20	463	1,594,000	53,100	115	106%
May-20	459	1,545,000	49,800	108	100%
Apr-20	453	1,372,000	46,000	102	92%
Mar-20	443	1,344,000	43,000	97	86%
Feb-20	432	1,156,000	40,000	93	80%
Jan-20	426	1,129,000	36,000	85	72%
<b>TOTALS</b>		<b>17,578,000</b>	<b>47,991.67</b>	<b>103</b>	<b>96%</b>

Open Work Orders for Pond maintenance & repair:

<b>WO#:</b>	<b>Location:</b>	<b>Work scheduled:</b>
2461680	Mary Elise Way, DP 2-2	Small Erosion issue, hole forming by Inlet – work has started
2461783	Jacksdaw Dr, DP 3-3	Erosion issue at embankment of Pond – work has started
2751858	Jacksdaw Dr, DP 3-1	Investigate/repair washout in Bull rock, remove damaged silt fencing

### Completed Work Orders for Pond maintenance and repair:

<b>WO#:</b>	<b>Location:</b>	<b>Work scheduled:</b>
1701893	Mary Elise Way, DP 2-2	Add grass seed around Pond area
1701898	Mary Elise Way, DP 2-2	Clean silt out of Inlet structure
2053455	591B Katie Dr, DP 2-4	Replace rock that washed out on road to Pond
2135542	Jacksdaw Dr, DP 3-1	Erosion issue at outfall/spillway, area around erosion control fabric and french drain s eroding
2155301	Mary Elise Way, DP 2-2	Clean Inlet
2155305	Reunion Blvd, DP 2-3	Clean Inlet
2276034	Jacksdaw Dr, DP 3-1	Clean Inlet – full of silt
2276039	Reunion Blvd, DP 2-3	Clean Inlet – full of vegetation and silt
2319072	591B Katie Dr, DP 2-4	Replace broken stack located in the sand basin
2319078	591B Katie Dr, DP 2-4	Clean Inlet by fence on far right, clean deep ditch inlet in back
2319098	Jacksdaw Dr, DP 3-1	Clean Inlet
2367082	591B Katie Dr, DP 2-4	Clean silt out of sand bay area so it will drain, clean splitter box – clean silt so it won't hold water, grade in front of splitter box in front of inlet
2387972	RRWCID District Area	Clean all storm outlets as identified on TCEQ Inspection
2466755	591B Katie Dr, DP 2-4	Replaced lock on gate
2483580	591B Katie Dr, DP 2-4	Reset No Trespassing sign
2483622	Mary Elise Way, DP 2-2	Safety issue on trail, Metal edging above ground, replace missing red/white striped gate arm
2396347	Jacksdaw Dr, DP 3-1	Clean silt from inlet – holding water
2543838	Jayne CV	Needs cleaning, remove leaves
2546492	Reunion Blvd, DP 2-3	Clean Inlet



2617180	Reunion Ranch Blvd, DP 2-3	Weld Ring onto end of gate to secure chain, clean inlets
2619039	Denise Cove Storm Drain	Clear vegetation from Bull Rock, remove sediment from inlet
2396357	Mary Elise Way, DP 2-2	Clean silt & vegetation from inlet – holding water – work has started
2275994	591B Katie Dr, DP 2-4	Investigate deep trench, remove vegetation – work has started
2646427	Reunion Ranch DP 2-3	Re-investigate if loop is still welded to gate to attach chain
2722342	591B Katie Dr, DP 2-4	Clean sediment from inlet
2723264	Mary Elise Way, DP 2-2	Brush removal
2751630	Reunion Blvd DP 2-3	Clean sediment from inlet



**STORMWATER POND INSPECTION  
WET PONDS**

**DISTRICT:** REUNION RANCH  
**DATE:** 1/19/2022  
**WO #:** 2746419  
**TECH:** TAMMY YBARRA

<b>Pond Location</b>	WQP 2-2 (MARY ELISE)
<b>Pond water level?</b>	FULL
<b>Inlets in good structural condition?</b>	YES
<b>Inlets clear of accumulated sediment or debris?</b>	YES
<b>Trash found at site?</b>	NO
<b>Sinkhole, cracks or seeps visible in the embankment?</b>	YES
<b>Erosion present at shoreline?</b>	YES
<b>Erosion occurring around the inlets or outlet structures?</b>	YES
<b>Discharge valve open operational?</b>	N/A
<b>Condition of vegetation around the out fall pipe?</b>	GOOD
<b>Excessive algae blooms present?</b>	NO
<b>Invasive plants present?</b>	NO
<b>Trees or woody vegetation present on the dam or embankment?</b>	NO
<b>Sediment has accumulated and reduced the volume of the pond?</b>	NO DATA

**COMMENTS:** EROSION PRESENT ON BOTH SIDES OF INLET, DIRT PILE ON ENBANKMENT





**STORMWATER POND INSPECTION  
WET PONDS**

**DISTRICT:** REUNION RANCH  
**DATE:** 1/19/2022  
**WO #:** 2746419  
**TECH:** TAMMY YBARRA

Pond Location	WQP 2-3 (ACROSS 249 REUNION RANCH)
Pond water level?	FULL
Inlets in good structural condition?	YES
Inlets clear of accumulated sediment or debris?	YES
Trash found at site?	YES
Sinkhole, cracks or seeps visible in the embankment?	NO
Erosion present at shoreline?	NO
Erosion occurring around the inlets or outlet structures?	NO
Discharge valve open operational?	N/A
Condition of vegetation around the out fall pipe?	GOOD
Excessive algae blooms present?	NO
Invasive plants present?	NO
Trees or woody vegetation present on the dam or embankment?	NO
Sediment has accumulated and reduced the volume of the pond?	NO DATA

**COMMENTS:**

**EROSION CONTROL MEASURES NEEDED FROM CONSTRUCTION ON DELAYNE**





**STORMWATER POND INSPECTION  
SAND FILTER SYSTEM**

**DISTRICT: RELAYTON RANCH**  
**DATE: 1/19/2022**  
**WO #: 2746419**  
**TECH: TAMMY YEBARRA**

Pond Location	WQP 2-4 (END OF KATIE)
Pond water level	DRY
Does the pond drain within 48 hours?	YES
Sediment depth in the forbay?	2" - 3"
Sediment depth in the sand filter area?	2" - 3"
Trash found at site?	NO
Is vegetation below 16" in height?	NO
Trees or brush found in basin area?	NO
Condition of the media?	GOOD
Condition of vegetation around the out fall pipe	NO
Was sediment found in the under drain piping? Remove open clean out tops and check	NO
Any damage to structural elements (pipes, concrete drainage, retaining walls, gabian walls, etc.)?	NO
Trickle Channel or Splitter Box	GOOD
Emergency bypass valve closed and operational	N/A
Are all inlets in area clear of debris and sediment?	YES

**COMMENTS:**







**STORMWATER POND INSPECTION  
WET PONDS**

**DISTRICT:** REUNION RANCH  
**DATE:** 1/19/2022  
**WO #:** 2746419  
**TECH:** TAMMY YBARRA

<b>Pond Location</b>	WQP 3-1 (BEHIND 3105 REUNION RANCH)
<b>Pond water level?</b>	FULL
<b>Inlets in good structural condition?</b>	YES
<b>Inlets clear of accumulated sediment or debris?</b>	NO - SMALL AMOUNT OF SEDIMENT
<b>Trash found at site?</b>	NO
<b>Sinkhole, cracks or seeps visible in the embankment?</b>	YES - BY BOLDER AREA
<b>Erosion present at shoreline?</b>	NO
<b>Erosion occurring around the inlets or outlet structures?</b>	NO
<b>Discharge valve open operational?</b>	N/A
<b>Condition of vegetation around the out fall pipe?</b>	OK
<b>Excessive algae blooms present?</b>	NO
<b>Invasive plants present?</b>	NO
<b>Trees or woody vegetation present on the dam or embankment?</b>	NO
<b>Sediment has accumulated and reduced the volume of the pond?</b>	NO DATA

**COMMENTS**

**WASHOUT IN BOULDER AREA - WO 2751858**





**STORMWATER POND INSPECTION  
WET PONDS**

**DISTRICT:** REUNION RANCH  
**DATE:** 1/19/2022  
**WO #:** 2746419  
**TECH.:** TAMMY YBARRA

Pond Location	WQP 3-3 (Behind 3142 Reunion Ranch)
Pond water level?	FULL
Inlets in good structural condition?	N/A
Inlets clear of accumulated sediment or debris?	N/A
Trash found at site?	NO
Sinkhole, cracks or seeps visible in the embankment?	YES
Erosion present at shorelines?	YES
Erosion occurring around the inlets or outlet structures?	N/A
Discharge valve open operational?	YES
Condition of vegetation around the out fall pipe?	OKAY
Excessive algae blooms present?	NO
Invasive plants present?	NO
Trees or woody vegetation present on the dam or embankment?	NO
Sediment has accumulated and reduced the volume of the pond?	NO DATA
<b>COMMENTS:</b>	<b>GATE OPEN - 3132 REUNION USING POND TO ACCESS BACKYARD EROSION ON EMBANKMENT - WO 2461783</b>





**STORMWATER POND INSPECTION  
DRAIN OUTLET**

**DISTRICT: REUNION RANCH**  
**DATE: 1/19/2022**  
**WO #: 2746419**  
**TECH: TAMMY YEBARRA**

Pond Location	DENISE COVE DRAIN INLET
Pond water level	N/A
Does the pond drain within 48 hours?	N/A
Sediment depth in the forbay?	N/A
Sediment depth in the sand filter area?	N/A
Trash found at site?	N/A
Is vegetation below 18" in height?	N/A
Trees or brush found in basin area?	N/A
Condition of the media?	N/A
Condition of vegetation around the out fall pipe	N/A
Was sediment found in the under drain piping? Remove open clean out tops and check	N/A
Any damage to structural elements (pipes, concrete drainage, retaining walls, gabian walls, etc.)?	N/A
Discharge valve open operational	N/A
Emergency bypass valve closed and operational	N/A
Are all inlets in area clear of debris and sediment?	N/A

COMMENTS:





**STORMWATER POND INSPECTION**

DISTRICT: REUNION RANCH  
DATE: 1/19/2022  
WO #: 2746419  
TECH.: TAMMY YBARRA

Pond Location	JANE COVE DRAIN
Pond water level	N/A
Does the pond drain within 48 hours?	N/A
Sediment depth in the forbay?	N/A
Sediment depth in the sand filter area?	N/A
Trash found at site?	N/A
Is vegetation below 18" in height?	N/A
Trees or brush found in basin area?	N/A
Condition of the media?	N/A
Condition of vegetation around the out fall pipe	N/A
Was sediment found in the under drain piping? Remove open clean out tops and check	N/A
Any damage to structural elements (pipes, concrete drainage, retaining walls, gabian walls, etc.)?	N/A
Discharge valve open operational	N/A
Emergency bypass valve closed and operational	N/A
Are all inlets in area clear of debris and sediment?	N/A

**COMMENTS** HAS SEDIMENT, DRY LEAVES AND VEGETATION - WO 2751878





**REUNION RANCH BLVD**

Pond Maintenance Report RR RR Blvd

Aquatic Features, Inc.  
6611 Burnet Lane  
Austin, TX 78757

Service Dates	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1) Debris and litter removal	13th, 24th 40 Gal										
2) Vegetation condition for water quality	Good											
3) Control of Nuisance Vegetation- Chemical Applications	Yes											
Algae	Yes											
Marginal/Shore Plants	None											
Submerged Plants	None											
Invasives: Mosquito, Willow, Salt Cedar	None											
4) Vegetation removal or request for removal	None											
5) Monitor slopes inside, top and outside pond banks	Good											
6) Monitor Inlet and Outlet and Concrete Ramps Structures	Good											
Sedimentation build up	Present											
7) Monitor fountain												
Control panel timers, float, lights, cable, moorings												
8) Mosquito fish	Present											
9) Unusual occurrences and Notes	See Note 1											


Note 1: Considerable increase in trash with new construction of houses taking place near pond.

**JACKSDAW**

		Jan	Feb	Mar	Apr	May	Jun	Jul	AUG	Sep	Oct	Nov	Dec
<b>Pond Maintenance Report</b> Aquatic Features, Inc. 6611 Burnet Lane Austin, TX 78757		RR Jacksdaw											
Service Dates		13th, 24th											
1) Debris and litter removal		10 gallons											
2) Vegetation condition for water quality		Good											
3) Control of Nuisance Vegetation- Chemical Applications		Yes											
Algae		Yes											
Marginal/Shore Plants		None											
Submerged Plants		None											
Invasives: Mosquito, Willow, Salt Cedar		None											
4) Vegetation removal or request for removal		None											
5) Monitor slopes inside, top and outside pond banks		Good											
6) Monitor Inlet and Outlet and Concrete Ramps Structures		Good											
Sedimentation build up		Present											
7) Monitor fountain													
Control panel timers, float, lights, cable, moorings													
8) Mosquito fish		Present											
9) Unusal occurrences and Notes		None											

**WINDMILL**

Pond Maintenance Report		RR Windmill											
Aquatic Features, Inc. 6611 Burnet Lane Austin, TX 78757													
Service Dates		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1) Debris and litter removal	13th, 24th	10 gallons											
2) Vegetation condition for water quality		Good											
3) Control of Nuisance Vegetation- Chemical Applications		Yes											
Algae		Yes											
Marginal/Shore Plants		None											
Submerged Plants		None											
Invasives: Mosquito, Willow, Salt Cedar		None											
4) Vegetation removal or request for removal		None											
5) Monitor slopes inside, top and outside pond banks		Good											
6) Monitor Inlet and Outlet and Concrete Ramps Structures		Good											
Sedimentation build up		Present											
7) Monitor fountain													
Control panel timers, float, lights, cable, moorings													
8) Mosquito fish		Present											
9) Unusual occurrences and Notes		None											

	01/04/2022 Erosion Control Inspection Report				
	Operator: PHILP KEYES				
OWNER	ADDRESS	VIOLATION	PIC#	VIOLATION NUMBER	AMOUNT OF FINE
BABETSKI TRACIE	366 EMMA LOOP	CS	1	2	\$500

[tracibabe@gmail.com](mailto:tracibabe@gmail.com)

**LEGEND**


<b>BRN</b> - bull rock needed; EC measures not held during rain event <b>CS</b> - clean street and/or curb area <b>CW</b> - concrete washout, repair, not holding or needed <b>ECM</b> - EC measures needed; sod, silt fencing, mulch, curlex, geo textile, etc. <b>OF</b> - orange fencing; repair or needed <b>PBC</b> - properly bed and cover; sewer/water lines, inspection/reinspection needed <b>RSF</b> - repair silt fencing; replace, extend or needed <b>SCO</b> - sewer cap off; repair/missing 4" or 6" adaptor plug <b>SIP</b> - storm inlet protection; repair, replace, clean or needed <b>TCB</b> - trash containment box; broken, over full or not contained <b>YL</b> - yard loamed out, needs sod within 5 days <b>OTHER</b> - as described in report	<b>1st Violation</b>	<b>\$500</b>
	<b>2nd Violation</b>	<b>\$750</b>
	After 2nd Violation	\$750
	Increments	

**Fines may be levied per lot, per day**

**Note:** District may charge for District property replacement cost or trash removal at cost plus 15%

**Inframark CONTACTS:**  
 Ronja Keyes 281-608-4361



		<b>01/04/2022 Erosion Control Inspection Report</b>			
<b>Operator: PHILP KEYES</b>					
OWNER	ADDRESS	VIOLATION	PIC#	VIOLATION NUMBER	AMOUNT OF FINE
MCKENNA MELINDA	561 KATIE	ECM - Green Belt	2	2	\$0
MCKENNA ROBERT					
<a href="mailto:MELINDA@AUSTINREPS.COM">MELINDA@AUSTINREPS.COM</a>					

**LEGEND**

<b>BRN</b> - bull rock needed; EC measures not held during rain event <b>CS</b> - clean street and/or curb area <b>CW</b> - concrete washout, repair, not holding or needed <b>ECM</b> - EC measures needed; sod, silt fencing, mulch, curlex, geo textile, etc. <b>OF</b> - orange fencing; repair or needed <b>PBC</b> - properly bed and cover; sewer/water lines, inspection/reinspection needed <b>RSF</b> - repair silt fencing; replace, extend or needed <b>SCO</b> - sewer cap off; repair/missing 4" or 6" adaptor plug <b>SIP</b> - storm inlet protection; repair, replace, clean or needed <b>TCB</b> - trash containment box; broken, over full or not contained <b>YL</b> - yard loamed out, needs sod within 5 days <b>OTHER</b> - as described in report	<b>1st Violation</b>	<b>\$500</b>
	<b>2nd Violation</b>	<b>\$750</b>
	After 2nd Violation	\$750
	Increments	

**Fines may be levied per lot, per day**


**Note:** District may charge for property replacement or trash removal at cost plus 15%

**Inframark CONTACTS:**

Ronja Keyes 281-608-4361





	01/04/2022 Erosion Control Inspection Report				
	Operator: PHILP KEYES				
OWNER	ADDRESS	VIOLATION	PIC#	VIOLATION NUMBER	AMOUNT OF FINE
HATHAWAY JOHN HATHAWAY SARAH <a href="mailto:jrh.hathaway@gmail.com">jrh.hathaway@gmail.com</a>	1321 JACKSDAW	CS	3	1	\$0.00

**LEGEND**

<b>BRN</b> - bull rock needed; EC measures not held during rain event
<b>CS</b> - clean street and/or curb area
<b>CW</b> - concrete washout, repair, not holding or needed
<b>ECM</b> - EC measures needed; sod, silt fencing, mulch, curlex, geo textile, etc.
<b>OF</b> - orange fencing; repair or needed
<b>PBC</b> - properly bed and cover; sewer/water lines, inspection/reinspection needed
<b>RSF</b> - repair silt fencing; replace, extend or needed
<b>SCO</b> - sewer cap off; repair/missing 4" or 6" adaptor plug
<b>SIP</b> - storm inlet protection; repair, replace, clean or needed
<b>TCB</b> - trash containment box; broken, over full or not contained
<b>YL</b> - yard loamed out, needs sod within 5 days
<b>OTHER</b> - as described in report


<b>1st Violation</b>	<b>\$500</b>
<b>2nd Violation</b>	<b>\$750</b>
After 2nd Violation	\$750
Increments	

**Note:** District may charge for District property replacement cost or trash removal at cost plus 15%

**Inframark CONTACTS:**

Donna Wilson - 281.830.9163



	1/11/2022 Erosion Control Inspection Report			
	TAYLOR MORRISON / Operator: PHIL KEYES			
Reunion Ranch	<b>VIOLATION</b>	<b>PIC#</b>	<b>VIOLATION NUMBER</b>	<b>AMOUNT OF FINE</b>
148 JACKSDAW	ECM	2	3	\$750

**LEGEND**

BRN - bull rock needed; EC measures not held during rain event	<b>1st Violation</b>	<b>\$500</b>
CS - clean street and/or curb area	<b>2nd Violation</b>	<b>\$750</b>
CW - concrete washout, repair, not holding or needed	After 2nd Violation	\$750
ECM - EC measures needed; sod, silt fencing, mulch, curlex, geo textile, etc.	Increments	
OF - orange fencing; repair or needed		
PBC - properly bed and cover; sewer/water lines, inspection/reinspection needed		
RSF - repair silt fencing; replace, extend or needed		
SCO - sewer cap off; repair/missing 4" or 6" adaptor plug		
SIP - storm inlet protection; repair, replace, clean or needed		
TCB - trash containment box; broken, over full or not contained		
YL - yard loamed out, needs sod within 5 days		
OTHER - as described in report		


**Fines may be levied per lot, per day**

**Note:** District may charge for property replacement or trash removal at cost plus 15%

**Inframark CONTACTS:**

Ronja Keyes 281-608-4361



	01/11/2022 Erosion Control Inspection Report			
	HEYL / Operator: PHIL KEYES			
<b>Reunion Ranch</b>	<b>VIOLATION</b>	<b>PIC#</b>	<b>VIOLATION NUMBER</b>	<b>AMOUNT OF FINE</b>
LOT 25 DELAYNE DR	ECM OR YL	3	1	\$500

**LEGEND**

<b>BRN</b> - bull rock needed; EC measures not held during rain event	<b>1st Violation</b>	<b>\$500</b>
<b>CS</b> - clean street and/or curb area	<b>2nd Violation</b>	<b>\$750</b>
<b>CW</b> - concrete washout, repair, not holding or needed	After 2nd Violation	\$750 Increments
<b>ECM</b> - EC measures needed; sod, silt fencing, mulch, curlex, geo textile, etc.		
<b>OF</b> - orange fencing; repair or needed		
<b>PBC</b> - properly bed and cover; sewer/water lines, inspection/reinspection needed		
<b>RSF</b> - repair silt fencing; replace, extend or needed		
<b>SCO</b> - sewer cap off; repair/missing 4" or 6" adaptor plug		
<b>SIP</b> - storm inlet protection; repair, replace, clean or needed		
<b>TCB</b> - trash containment box; broken, over full or not contained		
<b>YL</b> - yard loamed out, needs sod within 5 days		
<b>OTHER</b> - as described in report		


**Note:** District may charge for District property replacement cost or trash removal at cost plus 15%

**Inframark CONTACTS:**

Ronja Keyes 281-608-4361





	1/25/2022 Erosion Control Inspection Report			
	TAYLOR MORRISON / Operator: PHIL KEYES			
Reunion Ranch	<b>VIOLATION</b>	<b>PIC#</b>	<b>VIOLATION NUMBER</b>	<b>AMOUNT OF FINE</b>
361 KATIE	TCB	1	1	

**LEGEND**

BRN - bull rock needed; EC measures not held during rain event	<b>1st Violation</b>	<b>\$500</b>
CS - clean street and/or curb area	<b>2nd Violation</b>	<b>\$750</b>
CW - concrete washout, repair, not holding or needed	After 2nd Violation	\$750
ECM - EC measures needed; sod, silt fencing, mulch, curlex, geo textile, etc.	Increments	
OF - orange fencing; repair or needed		
PBC - properly bed and cover; sewer/water lines, inspection/reinspection needed		
RSF - repair silt fencing; replace, extend or needed		
SCO - sewer cap off; repair/missing 4" or 6" adaptor plug		
SIP - storm inlet protection; repair, replace, clean or needed		
TCB - trash containment box; broken, over full or not contained		
YL - yard loamed out, needs sod within 5 days		
OTHER - as described in report		

**Fines may be levied per lot, per day**

**Note:** District may charge for property replacement or trash removal at cost plus 15%

**Inframark CONTACTS:**

Ronja Keyes 281-608-4361



# SEPARATION PAGE

## CONTRACT FOR ELECTION SERVICES

This **Contract for Election Services** (“Contract”) is made and entered into by and between the **Elections Administrator of Hays County, Texas** (“**Contracting Officer**”) and the LPS of (“LPS”) pursuant to the authority under Section 31.092(a) of the Texas Election Code.

### RECITALS

#### GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term “Election” will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
  - B. The Contracting Officer is hereby appointed to serve as the LPS’s Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable laws.
  - C. The LPS agrees to commit the funds necessary to pay for Election-related expenses for the LPS’s Election.
  - D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPS’s holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The LPS agrees to enter into a joint election agreement required by Hays County.
- I. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:
- A. **Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB)

presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

**B. Notification to LPS.** The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges at least three weeks before the statutory deadline to order the Election.

**C. Notification to Presiding and Alternate Judges; Appointment of Clerks.**

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

**D. Election Training.** The Contracting Officer shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

**E. Logic and Accuracy Testing.** In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

**F. Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the

Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.

- G. **Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. **Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The Interim LPS Clerk will ensure that Public Notice is also provided via published notice, on the LPS's website and on all LPS social media outlets.
- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the Election. This voting System includes the equipment referred to as "Duo" and Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters to provide a practical and effective means for voters with disabilities to cast a secret ballot.
- J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.
- K. **Applications for Mail Ballots.** The LPS and Contracting Officer agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

L. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the Election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the LPS shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to [elections@co.hays.tx.us](mailto:elections@co.hays.tx.us) for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code.

M. **Election Day Activities.**

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.

3. The Contacting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
  4. Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.
- N. **Election Night Reports.** The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at [www.co.hays.tx.us/elections](http://www.co.hays.tx.us/elections).
- O. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- P. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the LPS. These reports will serve as the canvass materials for the LPS.
- Q. **Custodian of Election Records.** The Election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The

Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.

**R. Recount.**

1. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such recount which is not included in the original cost estimate.

**S. Schedule for Performance of Services.** The Contracting Officer shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

**T. Contracting with Third Parties.** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

**U. Department of Justice Preclearance for General Elections.** If required by law, any changes to the general conduct of voting in Hays County will be precleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

**II. RESPONSIBILITIES OF THE LPS.** The LPS shall perform the following responsibilities:

**A. Election Orders, Election Notices, and Canvass.** The LPS shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the LPS of all actions necessary to call the Election. The LPS shall be responsible for conducting the official canvass of the Election.

**B. Map/Annexations.** The LPS shall provide the Contracting Officer with an updated map and street index (including address numbers) of its jurisdiction in and



electronic or printed format and shall advise the Contracting Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

- C. **Department of Justice Preclearance for Special Elections.** If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- D. **Ballot Information.** The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.
- E. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.
- F. **Annual Voting Report.** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

### **III. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS**

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the LPS that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Contracting Officer shall compensate all Election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. **PAYMENT**

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of the Election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The costs to be paid by the LPS are set forth in the Cost Estimate.
- B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the Election or a minimum of \$75.00.
- C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller, per Verity Duo, per scanner, per Tenex touchpad component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.
- D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

V. **TERM AND TERMINATION**

- A. **Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall be renewed annually.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

**VI. MISCELLANEOUS PROVISIONS**

**A. Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the Election is to be filed;
2. The officers who conduct the official canvass of the Election returns;
3. The authority to serve as custodian of voted ballots or other Election records; or
4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

**B. Cancellation of Election.** If the LPS cancels its Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall pay the fee.

**C. Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

**D. Election to Resolve a Tie.** In the event that an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:

1. The LPS and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.

4. The cost of the Election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

- E. **Amendment/Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.
- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.
- G. **Force Majeure.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war ( whether declared or not ), armed conflict or the serious threat of the same ( including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

H. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson  
Elections Administrator, Hays County  
712 S. Stagecoach Trail, Suite 1045  
San Marcos, Texas 78666  
Tel: (512) 393-7310  
Fax: (512) 878-6699  
Email: [janderson@co.hays.tx.us](mailto:janderson@co.hays.tx.us)

For the LPS:

Bill Flickinger  
Willatt & Flickinger, PLLC  
12912 Hill Country Blvd., Ste. F-232  
Austin, Texas 78738  
Tel: (512) 476-6604  
Fax: (512) 469-9148  
Email: [bflickinger@wfaustin.com](mailto:bflickinger@wfaustin.com)

\*\*\*

Witness by my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Contracting Officer:**

\_\_\_\_\_  
Jennifer Anderson, Elections Administrator  
Hays County, Texas

Witness by my hand this the 15<sup>th</sup> day of February, 2022.

**Local Political Subdivision:**

Name of Entity: **REUNION RANCH WCID**

Printed Name:

Official Capa LPs:

\_\_\_\_\_  
Election Coordinator

# SEPARATION PAGE

**JOINT ELECTION AGREEMENT BETWEEN HAYS  
COUNTY AND THE LPS**

This Joint Election Agreement (“Agreement”) is entered into on February \_\_\_\_\_, 2022, between the **REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT**, (the "LPS") c/o Willatt & Flickinger, PLLC, 12912 Hill Country Boulevard, Ste. F-232, Austin, Texas 78738 and Hays County (the "County"), 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

**Section 1. *Scope of Agreement.*** The LPS enters into this Agreement for the conduct of the elections to be held from August 2021 through July 2022.

**Section 2. *Appointment of Election Officer.*** The LPS appoints the Hays County Elections Administrator to serve as the Election Officer (the “Officer”) in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2021 through July 2022.

**Section 3. *Early Voting Polling Locations.*** To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the LPS agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the LPS. Furthermore, the LPS agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

**Section 4. *Voting by Mail Ballot.*** The LPS and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

**Section 5. *Election Day Polling Locations.*** Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the LPS.

**Section 6. *Election Day.*** On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the LPS with copies of any election documents upon the LPS's request at no charge.

**Section 7. Use of Common Ballot.** It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the LPS with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the LPS may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBs will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

**Section 8. Reporting of Returns.** The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at [www.co.hays.tx.us/elections](http://www.co.hays.tx.us/elections) as soon as reasonably possible.

**Section 9. Cost Sharing.** The LPS agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		



\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

**Section 10. *Amendments.*** This Agreement may not be amended or modified except in writing and executed by both the LPS and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

**Section 11. *Effective Date.*** This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2021 and end on July 31, 2022.

**Section 12. *Force Majeure.*** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war ( whether declared or not ), armed conflict or the serious threat of the same ( including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

**Section 13.** Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this

Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Section 14.** Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator  
Government Center  
712 South Stagecoach Trail Suite 1012  
San Marcos, Texas 78666

Reunion Ranch WCID  
c/o Willatt & Flickinger, PLLC  
12912 Hill Country Blvd., Ste. F-232  
Austin, Texas 78738

**Section 15.** Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

**Section 16.** This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this \_\_\_ February, 2022.

Hays County Elections Administrator

LPS

\_\_\_\_\_  
Jennifer Anderson  
Elections Administrator

\_\_\_\_\_  
Dennis Daniel  
Board President

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_