# MURFEE ENGINEERING COMPANY, INC.

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

# MEMORANDUM

**DATE:** July 13<sup>TH</sup>, 2022

TO: BOARD OF DIRECTORS – REUNION RANCH WCID

FROM: Andrea Wyatt, P.E.

RE: Engineer's Report – July 2022

**CC:** Bill Flickinger – Willatt & Flickinger

MEC File No.: 12002.110

#### **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**

Final record drawings are in progress, the electrical engineer has indicated they are complete, but hasn't sent them, yet.

#### **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 late summer or early fall to determine if the odor control unit at the influent lift station is sufficient. MEC can bring an updated proposal to the Board in August for the evaluation, if directed.

MEC sent out an official solicitation for proposals to provide and install conveyance equipment and received two. Here is a summary of the cost information:

				SWEET 500 Saddlebrook Dr. Lucas, TX 75002		Spirac USA Inc. 75 Jackson Street, Suite 300 Newman, GA 30263	
Item No.	Description of Item	Quantity	Unit	Unit Price	Extended	Unit	Extended
1.	Stainless steel Conveyer with 3 HP drive and a 40 cubic feet per hour loading rate	1	LS	\$39,500	\$39,500	\$85,100	\$85,100
2.	Emergency stop switch with cable and mounting hardware	1	EA	Included above	Included above	\$5,000	\$5,000
3.	Loss of rotation sensor alarm/control	1	EA	Included above	Included above	\$5,000	\$5,000
4.	Control panel integration	1	LS	\$1,500	\$1,500		
5.	Installation	1	LS	\$13,500*	\$13,500*	\$17,500	\$17,500
6.	Electrical Work as Clarified (Added by Spirac)					\$55,000	\$55,000
				TOTAL	\$54,500	TOTAL	\$167,500

The primary reason for the higher cost from Spirac USA is likely the unfamiliarity with the existing equipment and unwillingness to use the existing control panel for power/control of the proposed conveyor. SWEET is associated with the manufacturer of the existing equipment and is proposing a conveyor from that manufacturer. The caveat to their proposal is they recommend installing a concrete pad for better control of the dumpster load/offload process and that cost is not included in their proposal.

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. Information on a variety of covers was provided to Inframark for their input. There are three basic cover types: waterproof tarps, sectional covers, and stand-alone covers. Waterproof tarps come both on a spool that is placed on top of the dumpster and rolled out and as thrown covers with straps to effectively hold the cover in place. Sectional covers are made of semi-interlocking, solid, plastic sections that are placed on top of the dumpster and clamped in place; these covers are best placed using two people. Stand-alone covers are typically pad mounted with a stand that has spring-assisted lift for placing and removing the cover on

the dumpster. MEC recommends that Inframark provide input regarding their preferred cover. Standalone covers are the most expensive option and currently cost approximately \$6,000, roll-off covers cost approximately \$4,000, and sectional covers \$1,500.

MEC has conducted various site visits to assess the odors emitted from the dewatered solids container. After visiting the site in multiple weather and temperature states, we can conclude that more odors and vector attraction are associated with post-rain events. Any time the solids accumulate moisture after being dewatered, the odors are stronger than usual. However, there was no correlation with high temperature events emitting more odors, even after a rainfall event. We believe the sun is able to dry the solids enough on a high temperature day so that additional odors are not emitted. The next observations we would like to conduct, would include assessing odors after consecutive rain events. However, that opportunity has not presented itself. These site visits indicate that a water-tight cover will effectively eliminate the remaining nuisance odor issues, as far as is reasonable for a wastewater treatment site.

#### 210 Irrigation

The effluent sampling for turbidity has been started, and MEC is coordinating with Inframark to obtain the E. Coli samples.

Parameter	Sample Result	Limit	Limit Type	
Turbidity	0.92	3 NTUs	30-day average	
BOD <sub>5</sub>	2.03	5 mg/l	30-day average	
E. coli	ND	20/100 ml	30-day geometric mean (MPN or CFU)	
E. coli ND 75/100 ml		75/100 ml	Maximum single grab sample (MPN or CFL	

**Table 1. Type I Quality Requirements** 

MEC has been in communication with Urban Dirt and the HOA landscaping committee to determine if the current design meets the irrigation needs. Updating the skid with a jockey pump has required a few changes to the design and MEC and JRSA are putting together bid documents as quickly as possible to make up the delay.

#### Texas Senate Bill No. 3 - Emergency Preparedness Plan

MEC submitted the EPP on February 22<sup>nd</sup>, 2022, to the TCEQ. MEC is still waiting on TCEQ to respond with comments, questions, or requests for information. The 90-day review and comment period has expired.

#### **Wastewater System Emergency Response Plan**

Inframark has provided comments and input to the ERP. MEC is editing the plan to align with the information that Inframark has provided. We expect to treat this emergency plan as a "living document" and to make changes to it as contacts, procedures, equipment, etc. changes.

#### Miscellaneous District Items

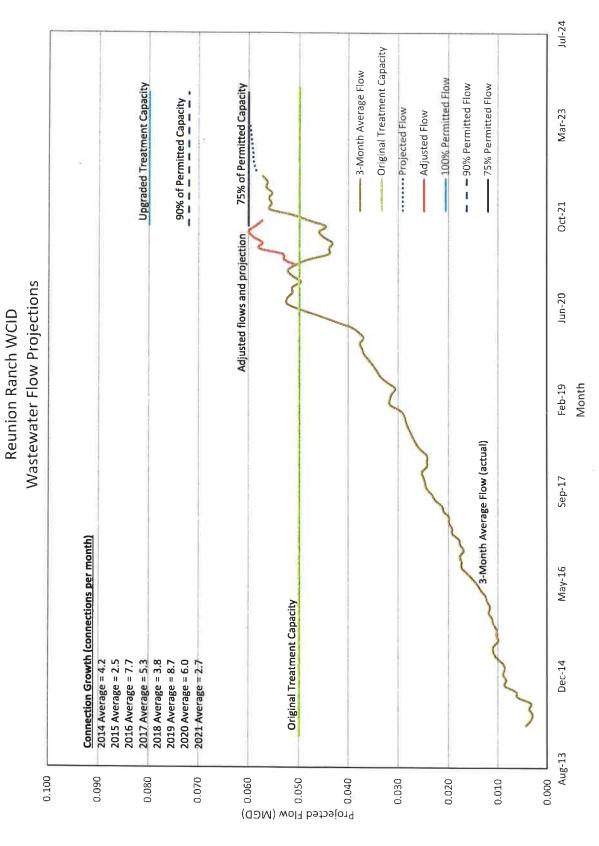
MEC has redlined the District's Drought Contingency Plan. The attached summary of the current drought status and comparison of the current stage determination and restriction requirements for the RRWCID's and WTCPUA's current DCPs is included for discussion during the appropriate agenda item.

A noise complaint was received on June 21<sup>st</sup> from a resident on Jayne Cove. MEC has visited site several times to record and observe the sound on and around the WWTP, including at the residence where the noise was initially noted. The sound from the odor control blowers seems to be travelling to the cul-desac and varies in volume depending on where in the road you are. The equipment representative has visited site to evaluate the units. One of the units had a motor failure shortly after the investigation began. MEC is still evaluating the options for attenuating the noise.

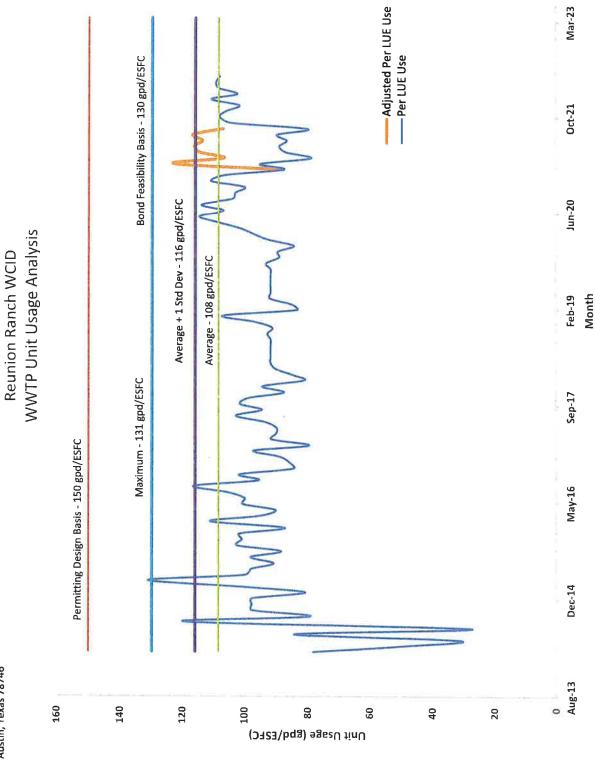
#### Capital Improvements/Maintenance for Fiscal Year 2022

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

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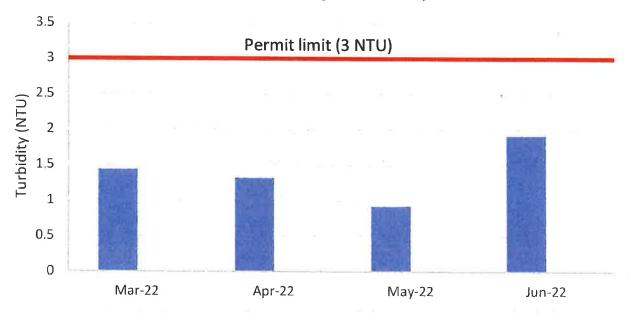


Murfee Engineering Company, Inc. Texas Registered Firm No. F-353 1101 Capital of Texas Hwy., S., Bldg. D Austin, Texas 78746



Jul-24

# 30-Day Average Turbidity





# **PROPOSAL**

PROCESS WASTEWATER TECHNOLOGIES, LLC. 9004 Yellow Brick Rd, Suite. D, Rosedale, MD, 21237

Phone: 410 238 7977 | Facsimile: 410 238 7559 | Email: volute@PWTech.us | Web: www.PWTech.us

PROJECT / REF: RRWCID WWTP Expansion

TO: Board of Directors DATE: 24 June 2022

**PWT #:** VDPTX20038

COMPANY: Reunion Ranch WCID REV: 2

ADDRESS: c/o Willatt & Flickinger REP: Chris Cortez

12912 Hill Country Blvd., Suite F-232
Austin, Texas 78738 FIRM: SWEET

CONTACT: 972-489-2951

SUBJECT: Price and Scope for Conveyor to move solids from the press to dump bin as per attached

drawing.

NOTES: REV 2 – Includes installation. Also includes acceptance page included that can be utilized

in lieu of purchase order if desired (either is fine)

Installation Services assume that a concrete pad is poured that will support the

dumpster and conveyor legs.

# Scope of supply:

- One (1) Conveyor system as described below
- One (1) Conveyor Installation services
- One (1) Integration into the press control system for the above
- Documentation (Submittals and O&M Manuals)
- Start-up and commissioning services
- Delivery to site

# Notes on Conveyor system

#### Design

• Loading = 40 cubic feet per hour

#### Construction

U-Trough: 10ga - 304SS

Trough Lids: 12ga - 304SS (Bolted / 5ft max with neoprene gasketing)



- Trough Liners: min 3/8 in thick UHMWPE, maximum 4ft lengths
- Supports for conveyor to support off the floor.

#### Electrical components:

- One (1) Emergency stop switch c/w cable, mounting hardware, 120VAC NEMA 4
- One (1) Loss of rotation (LOR) sensor model MSP-12 + MFA-4P alarm/control panel NEMA 4
- One (1) Control panel integrated with the existing press control system.

#### Conveyor #1

- 11 foot approximate length
- · Inclined configuration
- One (1) rectangular inlet
- One (1) rectangular outlet
- 3HP Drive

#### Notes on Installation services

Installation includes:

- Offloading and positioning of conveyor.
- Connection of conveyor to concrete and existing platform
- Modification of press chute to mate seamlessly with conveyor
- Running of wiring and all necessary electrical connections and alterations so conveyor works seamlessly
  with press.

Please note that conveyor is designed to be supported off the concrete pad that the dump bin sits on which is by others. PWTech is able to provide recommended pad dimensions if required.

#### **General Notes**

#### <u>Documentation:</u>

#### Scope includes:

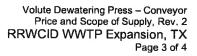
- Submittals (hard copy and electronic)
- Updated O&M Manuals (hard copy and electronic).

#### Items not included in this scope

- Taxes, permits and bonding
- Any civil works including, but not limited to, any building works, construction of suitable foundations, and access structures.

#### Delivery and Freight

- Submittals issued approximately four (4) weeks from receipt of written Purchase Order
- Delivery is to be ~eight (8) weeks from written approval of submittals.
- Deliver to site for all components is INCLUDED in the price.





# Governing Terms and Conditions and Warranty

- This scope is subject to Process Wastewater Technologies, LLC. Standard Terms and Conditions and Standard Warranty as attached with the exception of the following:
  - o 100% Payment due net 30 on completion of all work under this scope.

#### **PRICE**

Total price for Conveyor system as per this proposal:

\$54,500.00



#### **ACCEPTANCE OF OFFER**

(in lieu of written purchase order)

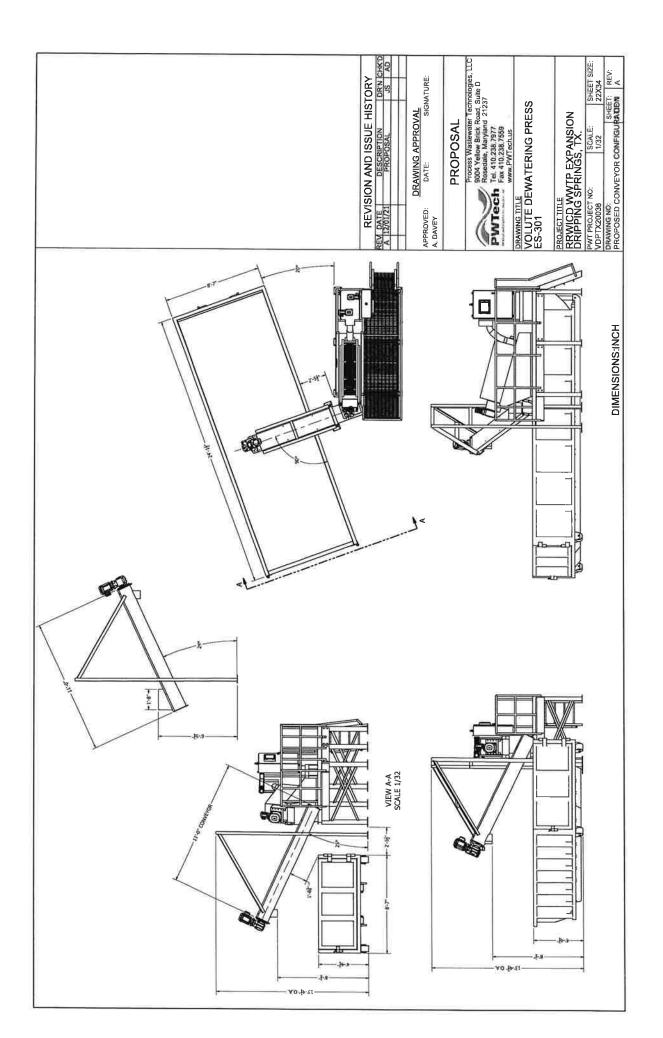
Purchase Order # (if used):

This o	ffer is respectfully sub	mitted on behalf of Process Wastewater Technologies LLC., by:
	Name:	Alex Davey
	Position:	President
	Signature:	Davey
	Date:	
Please	confirm acceptance of the	ne above offer and the Terms and Conditions in the space provided below.
This o	ffer is accepted by:	
	Name:	3
	Position:	
	Signature:	
	Date:	
on bel	nalf of:	
	Company Name:	
	Billing address:	
	Billing contact:	
	Billing email / phone:	

Please return via email or mail to the attention of Alex Davey

adavey@pwtech.us

PWTech 9004 Yellow Brick Road, Suite D Rosedale, MD 21237



## Process Wastewater Technologies, LLC. Standard Terms and Conditions (Muni.)

These below terms and conditions shall exclusively govern the sale of all goods and related services by Process Wastewater Technologies, LLC. ("PWT") to Buyer.

#### Item 1. ACCEPTANCE

Buyer may accept the preceding offer by noting acceptance in the space provided on the preceding offer sheet, if such space is provided, or by written purchase order. No oral acceptance shall be effective. This writing is intended by the parties as a final expression of their agreement and, in conjunction with the accompanying signed offer or purchase order and the PWT Standard Limited Warranty ("PWT Standard Limited Warranty"), is intended as a complete and exclusive statement of the terms of their agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No agent, employee or representative of PWT has any authority to bind the Seller to any affirmation, representation or warranty concerning the equipment, components or related services sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this written agreement, it has not formed a part of the basis of this agreement and shall not in any way be enforceable.

#### Item 2. CANCELLATION

Upon acceptance of the preceding offer, Buyer shall have no right to cancel this agreement or any part thereof, except under the conditions specified in this provision or otherwise agreed to in writing by both parties. Any cancellation by Buyer of this agreement must be in writing and shall be deemed effective upon receipt by PWT. In the event of cancellation by Buyer prior to the commencement of production of the goods specified under this agreement, Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT under this agreement up to the time of cancellation, plus fifteen percent (15%) of the full order amount. In the event that production of the goods under this agreement has commenced prior to cancellation, Buyer shall pay a cancellation charge equal to all of the costs incurred by PWT under this agreement up to the time of cancellation, plus an amount equal to the greater of: the value of the goods already completed under the agreement; or fifteen percent (15%) of the full order amount.

#### Item 3. PRICES

Unless otherwise stated in this offering, prices are F.O.B. the PWT manufacturing facility in Cincinnati, Ohio Charges for onsite technical assistance performed by a factory technical representative are not included unless indicated.

#### Item 4. VALIDITY

Unless otherwise specified, the preceding offer is valid for acceptance for (30) thirty days and is subject to review thereafter. Prices may be extended beyond thirty (30) days only if confirmed in writing by PWT.

#### **Item 5. PAYMENT TERMS**

Ten percent (10%) of the purchase price under this agreement shall be invoiced net thirty (30) days upon approval of submittals and shop drawings; Eighty percent (80%) of the purchase price under this agreement shall be invoiced net

thirty (30) days upon shipping, or upon PWT's offer to ship. Five percent (5%) of the purchase price under this agreement to be invoiced net thirty (30) days upon delivery of O&M Manuals and the remaining five percent (5%) will be invoiced net thirty (30) days upon completion and/or performance of all related services under this agreement. Interest will be charged on the unpaid invoiced balance at the rate of one and a half percent (1½%) per month for any amount received after thirty (30) days from the date of invoice. Any collection costs and/or attorney fees incurred by PWT in order to collect payment due will be invoiced to the Buyer, and Buyer agrees to pay said costs.

#### **Item 6. FEES AND TAXES**

Buyer shall pay directly or reimburse PWT for payment of any and all applicable customs, sales, use, excise or other fees and taxes associated with the production and delivery of goods under this agreement. Buyer is responsible for and bears the risk of establishing, if applicable, a valid exemption from any tax, and shall indemnify, defend and hold PWT harmless for any loss, cost or expense relating to any such exemption.

#### **Item 7. DELAYED SHIPPING**

If Buyer specifies a shipping date more than one (1) year from the date of acceptance of the preceding offer, the price stated in the preceding offer for the same goods shall be increased by a figure of six percent (6%).

#### Item 8. FINANCIAL RESPONSIBILITY OF BUYER

If at any time before shipment, Buyer's financial ability to pay becomes impaired or unsatisfactory, PWT shall have the right to require Buyer to make payment in full before shipment. In addition, if at any time before shipment, any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, PWT shall have the right to cancel this contract and Buyer shall pay PWT a cancellation charge equal to all of the costs incurred by PWT up to the time of termination, plus fifteen percent (15%) of the purchase order amount.

#### Item 9. SHIPPING

Unless otherwise specified, all equipment and components will be shipped in one lot by the lowest cost method at the discretion of PWT. Any additional shipping requests by Buyer may be subject to additional shipping and handling charges. All shipments shall be F.O.B. the PWT manufacturing facility in Cincinnati, Ohio. Delivery to the carrier shall constitute delivery to Buyer for purpose of transfer of risk of loss or damage in transit, and any delivery deadlines specified in this agreement. Buyer is responsible for obtaining any desired cargo insurance and shall pursue any loss or damage claims solely with the carrier.

#### Item 10. DELIVERY SCHEDULE

Unless otherwise specified, delivery dates under this agreement are approximate, and failure to meet an exact delivery date shall not constitute a breach of this agreement unless delivery is not effected within a reasonable time after the specified delivery date.



#### Item 11. INSPECTION

Inspection by Buyer or Buyer's representative of the goods specified under this agreement will be permitted prior to shipment at the PWT manufacturing facility in Cincinnati, Ohio, at a time mutually agreeable to both parties. Inspection will be allowed only inasmuch as such inspection does not unreasonably interfere with PWT's production work flow. Complete details of any requested inspection must be submitted to PWT in writing, at least two weeks in advance of the requested inspection date. Any inspection under this provision must be completed prior to shipment of any goods under this agreement.

#### Item 12. OFFER BASIS

This agreement is exclusively based upon drawings and specifications in the possession of PWT at the time of this agreement. PWT expressly reserves the right to modify the price and other terms of this agreement as reasonable, should additional drawings, documents, or other addenda be required to produce or deliver the goods and/or services provided under this agreement.

#### Item 13. LIMITED WARRANTY

PWT's warranty liability under this agreement is limited to the terms listed in the PWT Standard Limited Warranty that accompanies these Terms and Conditions, and is incorporated herein by reference. No other warranty, express of implied, is made with respect to the goods and/or services provided under this agreement.

#### Item 14. MEET AND CONFER

The parties shall amicably work together to negotiate and resolve any controversy or dispute arising out of, or in connection with this agreement or its interpretation, performance or nonperformance or breach thereof. In particular, in the event of a disagreement, the parties shall meet and confer and attempt in good faith to resolve their differences. At the request of the aggrieved party, a face-to-face meeting between decision-makers of the parties shall be arranged at the offices of the non-aggrieved party. Such a meeting shall occur with fourteen days of the delivery of the written request of the aggrieved party, unless otherwise agreed by the parties.

#### Item 15. ARBITRATION

- If, after meeting and conferring as provided under this agreement, the parties are unable to resolve their differences, any disputes shall be settled by binding arbitration in accordance with the following procedures:
- (a) The Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration, except as may be modified herein or by mutual agreement of the parties. The location of the arbitration shall be Baltimore, Maryland or Towson, Maryland.
- (b) The arbitration shall be conducted by one arbitrator jointly selected by the parties. If the parties are unable to agree upon an arbitrator after thirty (30) days, the arbitrator shall be selected under AAA rules.
- (c) The award shall be in writing and shall state the reasons for the award and shall be final and binding on the parties. The award may also include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having competent jurisdiction over the parties or their assets.

#### Item 16. GOVERNING LAW

All disputes and matters arising under, in connection with, or incidental to this contract shall be litigated, if at all, in and before the Circuit Court of Baltimore County, Maryland, USA to the exclusion of other courts of other states, the United States or other countries and to the exclusion of other venues. The parties expressly consent to the exclusive jurisdiction of this court and agree that this venue is convenient and not to seek a change of venue or to dismiss this action on the grounds of forum non conveniens, and not to remove any litigation from that court to a federal court. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Maryland, to the extent state law applies. An action for breach of this agreement must be commenced within two (2) years after the cause of action has accrued.

#### Item 17. WAIVER AND MODIFICATION

No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision of this agreement shall constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision. No modification, amendment, extension, renewal, rescission, termination or waiver of any of the provisions contained in this agreement, or any future representation, promise or condition in connection with the subject matter of this agreement, shall be binding upon either party unless in writing and signed by both parties.

#### Item 18. SEVERABILITY

Any provision of this agreement which is invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective solely to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

#### **Item 19. ASSIGNMENT AND DELEGATION**

Neither party to this agreement shall have the right to assign or delegate its interest in or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. The merger, acquisition, reorganization or other restructuring of PWT shall not constitute an assignment under the terms of this agreement provided the surviving entity has assumed all of the obligations of PWT under this agreement. The transfer of any rights under this agreement from PWT to any entity controlled by or affiliated with PWT shall not constitute an assignment under the terms of this agreement provided PWT retains all of its obligations under this agreement. The rights and obligations of the parties to this Agreement shall be binding upon, and enforceable by their respective heirs, successors and permitted assigns.



## **PWT LLC Standard Limited Warranty**

#### Item 1. LIMITATION OF LIABILITY

The only warranty which PWT LLC ("PWT") makes is that warranty which is set forth in the preceding agreement and which is further detailed below:

THE GOODS SPECIFIED UNDER AGREEMENT WITH PWT ARE PROVIDED "AS IS" AND PWT DOES NOT MAKE ANY OTHER EXPRESS WARRANTIES OR ANY IMPLIED WARRANTIES WITH RESPECT TO THESE GOODS AND/OR RELATED SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

In addition, PWT does not assume and expressly disclaims any liability for (i) any SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES which anyone may suffer as a result of the sale, delivery, service, use, or loss of use, of any goods and/or services provided by PWT, or (ii) any charges or expenses of any nature which are incurred without the express written consent of PWT. In particular, PWT does not warrant that any goods provided are free from any claim of any third person by way of infringement or the like, and PWT expressly disclaims any liability for any claim of infringement or the like that may result from the sale, delivery, service, use, or loss of use of any goods and/or services provided by PWT.

PWT's obligation under this warranty is expressly limited to the repair or replacement of any part or parts that are proved to the satisfaction of PWT to have failed prematurely or because of a fault in workmanship or materials.

PWT's total liability under this warranty or in connection with any claim involving any goods or services is expressly limited to the purchase price of the goods and/or services in respect of which damages are claimed.

#### Item 2. DEFECTS WARRANTY

PWT warrants that the goods manufactured by PWT shall be free from defects in material and workmanship for the shorter period of: (i) twelve (12) months from the date of start-up; or (ii) eighteen (18) months from the delivery of the specified goods.

PWT's liability under this warranty or in connection with any other claim relating to goods manufactured and delivered by PWT is limited to the repair, or at our option, the replacement or refund of the purchase price, of any products or parts or components which are returned to PWT freight prepaid, and which PWT determines, in its discretion, are defective in material and workmanship. Products or parts or components thereof which are repaired or replaced by PWT will be returned to the buyer freight collect.

#### Item 3. PRODUCTS OF OTHER MANUFACTURERS

PWT makes no warranty with regard to any products not manufactured by PWT, including but not limited to electrical components or equipment and other prime movers.

# Item 4. TYPES OF DAMAGES AND CLAIMS FOR WHICH PWT LLC IS NOT RESPONSIBLE

The following non-exclusive list of items are specifically not covered by the PWT Standard Limited Warranty and, in the event of their occurrence, will render the PWT Defects Warranty null and void:

- defects which are caused by improper installation, improper or abnormal use or operation, or improper storage or handling;
- defects caused by the failure of the buyer or user to perform and log normal preventative maintenance;
- defects caused by the use of replacement parts not approved in writing by PWT;
- defects caused by repairs by persons not authorized in writing by PWT;
- defects caused by modifications or alterations made by the buyer or user;
- any damage to our any product occurring while it is in the possession of the buyer or user.

#### Item 5. EQUIPMENT SAFETY PARAMETERS:

With respect to operation of the equipment, it is the responsibility of the buyer to define and provide any safety device(s) or associated safety device(s) (other than that which is ordinarily furnished by PWT) which may be necessary and/or required, and to establish safety procedures and operational instructions to safeguard the operator(s) during maintenance, cleaning, or any use of the equipment whatsoever, and to subsequently ensure that the equipment is operated in conformance with all applicable safety procedures, laws, regulations and instructions.

It is also the responsibility of the buyer to enforce all safety regulations and operational instructions and to maintain the equipment in a safe condition (e.g., guards in place; warning, caution and/or important labels affixed; electrical boxes secure; interlocks operational; etc.). In particular, all warning, caution and/or important labels must be maintained in a readable condition, and if necessary, replaced with new labels.

Additionally, as the nature of the equipment does not always make it possible to fully prevent operator access from rotating components, maintenance or cleaning of any nature must not be performed on the equipment without first disconnecting all power.

# Item 6. OPERATOR SAFETY COMPLIANCE:

Buyer warrants and agrees that because it has sole control over the equipment, it shall be solely responsible for safety compliance. Operator access and use of equipment, and full compliance with all provisions of the Operator Safety section of PWT Instruction Manuals are essential and the user's responsibility; the provisions of that section being expressly incorporated herein.



#### BF DRAFT DATED 07/07/22

# EFFLUENT DISPOSAL CONTRACT BETWEEN REUNION RANCH WCID AND REUNION RANCH HOMEOWNERS' ASSOCIATION, INC.

	8 8
COUNTY OF HAYS	§
This Effluent Disnosal (	ntroot (the "Contract") is entered into an of the
	ntract (the "Contract") is entered into as of the day of between Reunion Ranch Homeowners' Association, Inc., a

8

THE STATE OF TEXAS

Texas non-profit corporation (the "HOA"), and Reunion Ranch WCID, a political subdivision of the State of Texas operating under Chapters 49 and 51, Texas Water Code (the "District").

#### RECITALS

The District provides water and wastewater services to property within its boundaries and has received an Authorization for Reclaimed Water, Authorization No. R14480-001 from the Texas Commission on Environmental Quality (the "TCEQ") a copy of which is attached hereto, labelled as Exhibit "A" and incorporated herein for all purposes ("Chapter 210 Permit"). The District and the HOA want to document herein their agreement regarding the HOA's use of effluent from the District's wastewater treatment plant in accordance with the requirements of the Chapter 210 Permit and this Contract.

#### **AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants herein, the District and the HOA agree as follows:

#### SECTION 1.

# USE OF EFFLUENT FROM THE DISTRICT'S WASTEWATER TREATMENT FACILITIES FOR IRRIGATION BY THE HOA

1.01 Agreement to Supply and Use Effluent. The land described on the attached Exhibit "B" (the "Irrigation Area") shall serve as an irrigation area for the effluent from the District's existing wastewater treatment plant operated and any expansions of or improvements to the plant (hereafter called the "District's Plant"), under the following terms and conditions. The

District will make effluent available to the HOA in exchange for payment of the charges set forth in the District Rate Order, as amended from time to time, subject to the capacity of the HOA's facilities to take and dispose of the effluent from points of connection approved by the District as provided in Section 2 below. All connections between the District's effluent system and the HOA's irrigation system must be metered. The parties understand that it may be necessary to supplement the effluent used pursuant to this Contract with potable irrigation water from the District. Such potable irrigation water shall also be metered, and the District will charge for potable irrigation water as provided in the District's Rate Order, as amended from time to time. In addition, the HOA must maintain, at a minimum, a reduced pressure backflow prevention device on the potable water connection meeting requirements of the TCEQ which must be inspected by the District and maintained by the District on an annual basis. The District will charge the HOA for such inspections and maintenance as provided in the District's Rate Order, as amended from time to time.

The HOA will take and dispose of effluent in the Existing Irrigation Area only, which may be modified by a revised Exhibit "B" approved by the HOA and the District. The HOA is prohibited from selling or transferring the effluent to any other party. If a leak in the irrigation facilities and/or runoff is witnessed, the irrigation facilities must be shut off immediately until the leak and/or runoff is repaired. If the HOA fails to turn off the irrigation facilities immediately, then the District's manager is authorized to discontinue service to the irrigation facilities until the leak and/or runoff is repaired. The HOA will be responsible for repairing and maintaining irrigation facilities in this area to the extent permitted and required by the TCEQ rules. After receipt of a written notice from the District indicating repairs are required the HOA shall have forty-five (45) days to complete any such repairs subject to this Contract. If the HOA fails to make the repairs by such deadline, then, in addition to other remedies herein, the District shall have the option to make these same repairs and charge the HOA for the reasonable and necessary repair costs actually incurred by the District. The HOA will pay all such charges within thirty (30) days of the receipt of notice of same.

- 1.02 <u>TCEQ Permit Provisions</u>. The HOA agrees to be bound by all terms and conditions of the Chapter 210 Permit, including but not limited to the following provisions:
  - A. Treated domestic wastewater effluent disposed of on public access land, including the Existing Irrigation Area, shall be applied by surface irrigation only. The District has determined and agrees that surface irrigation includes drip irrigation systems designed to dispose of treated domestic wastewater effluent at the surface.
  - B. Irrigation practices shall be designed and managed to prevent ponding of effluent or contamination of ground and surface waters and to prevent occurrence of nuisance conditions in the area. Tailwater control facilities shall be provided as necessary to prevent the discharge of any wastewater effluent from the irrigated land.
  - C. Effluent shall not be applied for irrigation during rainfall events or when the ground

is frozen or saturated.

- D. The HOA shall comply with all notice provisions set forth in the Chapter 210 Permit to provide notice that the irrigation water is from a non-potable water supply for any area where treated effluent is stored or where there exist hose bibs or faucets. Signs installed for this purpose shall consist of a red slash superimposed over the international symbol for drinking water accompanied by the message "DO NOT DRINK THE WATER" in both English and Spanish. All piping transporting the effluent shall be clearly marked with these same signs. All indicated sprinkler heads transporting effluent must be equipped with purple components.
- E. Spray fixtures for the irrigation system shall be of such design that they cannot be operated by unauthorized personnel.
- F. Irrigation with effluent shall be accomplished only when the area specified is not in use.
- G. A vegetative cover shall be maintained year-round on all irrigation areas. The cover crop, except for trees, shall be harvested/mowed/removed as required by TCEQ regulations or whenever the vegetation grows to a height of 18 inches, whichever occurs first.
- 1.03 <u>Use of Effluent by Others</u>. The District may make effluent from the District's Plant available to others, to the extent it is not used by the HOA to irrigate the Existing Irrigation Area.
- 1.04 <u>Volumes of Effluent Use</u>. During the months of October, November, December, January, February, March and April of each year, the HOA will use its best efforts to operate its irrigation system to the maximum possible extent and as requested by District's manager. The use of effluent under this Contract is not subject to the watering restrictions in the District's Drought Contingency Plan.

#### SECTION 2.

#### POINT OF DELIVERY

Points of Delivery and Indemnifications. Effluent from the District's Plant shall be made available to the HOA at metered points of connection approved by the District ("Points of Delivery"). Title to all water delivered by the District to the HOA pursuant to Section 1 of this Contract shall be in the District up to the Points of Delivery, at which points title shall pass to the HOA. District shall be entitled to install a meter at each Point of Delivery at the District's expense. Each of the parties agree to save and hold harmless and shall indemnify the other party, its officers, directors, attorneys, managers, employees, agents, and persons acting in concert with any of them ("Indemnified Parties"), from all claims, demands, losses, and causes of actions,

including but not limited to attorney's fees, expenses of investigation or litigation, expert witness or consultant fees, judgments or settlements, which may be asserted by anyone on account or alleged to be the result of the transportation and or delivery of said water while title remains in said party, including but not limited to claims, demands, losses, and causes of actions alleged to arise, in whole or in part, from the negligence of the indemnified party.

#### SECTION 3.

#### **IRRIGATION FACILITIES**

The HOA Existing Irrigation System. The HOA represents that its existing irrigation facilities are presently in good working condition, comply with the requirements of Section 1.02 above and have the capacity to accept deliveries of effluent in the maximum amounts previously tendered to the HOA by the District. The District by and through its manager, operator, engineer, or representative has the right to inspect the HOA's irrigation system at any time. Within thirty (30) days of the Effective Date of this Contract, the HOA will coordinate with the District or its representative for the District to perform an initial inspection of the existing HOA irrigation facilities. After this inspection, all repairs and improvements identified by the District must be made by the HOA within ninety (90) days, at the HOA's expense. Additionally, the HOA is required to inspect its irrigation system quarterly and provide the District with a copy of the report from such inspection.

#### SECTION 4.

#### **FUTURE CHANGES**

In the event of changes in future conditions that require an amendment to this Contract to accomplish the purposes of this Contract, the parties agree to submit to non-binding mediation should the parties not mutually agree to such an amendment.

#### SECTION 5.

#### **ADDITIONAL INDEMNIFICATIONS**

The District and the HOA hereby agree to save and hold harmless and shall indemnify, to the fullest extent of the law, Indemnified Parties, from all claims, demands, losses, fines, penalties, and causes of actions, including but not limited to attorney's fees, expenses of investigation or litigation, expert witness or consultant fees, judgments or settlements, which may be asserted by anyone on account or alleged to be the result of or arising out of or resulting from the failure of said indemnifying party to comply with any and all obligations hereunder, including but not limited to claims, demands, losses, fines, penalties, and causes of action alleged to arise, in whole or in part, from the negligence of the indemnified party, provided that neither party shall be responsible for indirect, special or consequential damages of the other.

#### SECTION 6.

#### REMEDIES UPON DEFAULT

- 6.01 Notice and Cure. If either party determines that the other party is in default under this Contract, the party claiming default by the other party shall give written notice to the defaulting party at the address set forth herein for notice. The defaulting party shall have thirty (30) days in which to cure the default, or if such default cannot be reasonably cured within such thirty (30) day period, the defaulting party shall use reasonable efforts to undertake to cure such default within such thirty (30) day period. If the defaulting party does not cure the default within thirty (30) days, or if the default cannot be reasonably cured within such thirty (30) day period, or if the defaulting party does not use reasonable efforts to undertake to cure the default within such thirty (30) day period, the party claiming default shall be entitled to the rights and remedies hereinafter set forth.
- 6.02 Remedies Upon Default. If the HOA does not fully cure a default after receiving the notice described in Section 6.01 above, the District is authorized and empowered to take any action to cure such default and charge all expenses to the HOA. All charged expenses will be due and payable within thirty (30) days. If the HOA consistently violates this Contract the District will be authorized and empowered to take over the operation and control of the facilities in the Existing ROW Irrigation Area. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto or of performance shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be waiver of subsequent breaches or defaults of any kind, character, or description, under any circumstances.

#### SECTION 7.

#### ATTORNEY'S FEES

If any legal action is brought by either of the parties hereto, it is expressly agreed that the prevailing party in such legal action shall be entitled to recovery from the other party reasonable attorney's fees, and expert witness fees, in addition to any other relief that may be awarded. For the purpose of this clause, the prevailing party is the party who obtains the net damage recovery, or the party in whose favor final judgment is entered. In the event that declaratory or injunctive relief alone is granted, the court may determine which, if either, of the parties shall be considered to be the prevailing party. The amount of reasonable attorney's fees shall be determined by the court, in the trial of such action or in a separate action brought for that purpose. Attorney's fees awarded under the provisions of this section shall be in addition to any other relief that may be awarded.

#### **SECTION 8.**

#### **NOTICE**

Any notice provided for under the terms of this Contract by either party to the other shall be in writing and shall be delivered by personal delivery or by registered or certified mail, return receipt requested. Notice to the District shall be sufficient if made or addressed to:

General Manager INFRAMARK 14050 Summit Drive, Suite 113A Austin, TX 78728

With Copy to:

Willatt & Flickinger, PLLC 12912 Hill Country Blvd., Ste. F-232 Austin, Texas 78738

Notice to the HOA shall be sufficient if made or addressed to:

Reunion Ranch Homeowners' Association, Inc. c/o PMP
Attn: Matthew Bland
13785 Research Boulevard, Ste. 125
Austin, TX 78750

With Copy to:

Winstead PC Attn: Alex S. Valdes 401 Congress Avenue, Ste. 2100 Austin, Texas 78701

Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this section.

#### SECTION 9.

# **SUCCESSORS AND ASSIGNS**

This Contract may not be assigned without the prior written consent of the other party.

#### SECTION 10.

#### **TERM**

Unless terminated by mutual agreement of the parties hereto or their successors and assigns, this Contract shall continue in force and effect for a period of five (5) years from its Effective Date and will thereafter automatically be extended for additional five (5) year renewal terms unless either party gives written notice to terminate this Contract at least one hundred and eighty (180) days prior to the end of the preceding term.

#### SECTION 11:

#### **SEVERABILITY**

If any provision of this Contract is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

#### SECTION 12.

#### SOLE AGREEMENT; MODIFICATION

This Contract represents the entire agreement between the parties relating to the subject matter and supersedes all prior oral or written agreements between the District and the HOA. This Contract may be modified or varied only by a written instrument executed by both the District and the HOA.

#### SECTION 13.

#### APPLICABLE LAW

This Contract will be construed and interpreted under the laws of the State of Texas.

#### SECTION 14.

#### **EFFECTIVE DATE**

The effective date of this Contract is the date set forth on the first page ("Effective Date").

IN WITNESS WHEREOF, the HOA and the District have executed this Contract in multiple copies, each of equal dignity.

#### **REUNION RANCH WCID**

	Ву:
ATTEST:	Dennis B. Daniel, President
Ronald F. Meyer, Secretary	
[SEAL]	
	REUNION RANCH HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation
	By:
	, President
22	

## Attachments:

Exhibit "A" - District's Chapter 210 Permit

Exhibit "B" - Description of Irrigation Area

1\RR\EffluentDisposalAgreement 7/7/22

# Exhibit "A"

# AUTHORIZATION FOR RECLAIMED WATER



#### Authorization No. R14480-001

Producer:

Reunion Ranch Water Control and Improvement District

2001 North Lamar Boulevard

Austin, Texas 78705

Provider:

Reunion Ranch Water Control and Improvement District

2001 North Lamar Boulevard

Austin, Texas 78705

User:

Any user within the service area authorized by the provider.

Location:

The wastewater treatment facility is located approximately 4,000 feet southeast

of the intersection of Farm-to-Market Road 1826 and Bear Creek Pass,

approximately 4,300 feet south of the intersection of Farm-to-Market Road 1826

and proposed Barrett Boulevard, in Hays County, Texas

Authorization: Type I reclaimed water from the Reunion Ranch A Wastewater Treatment Facility (TPDES Permit No. WQ0014480001) is to be used for irrigation of landscape, public parks, schoolyards, athletic fields, and golf courses; collection system maintenance; and soil compaction or dust control in construction areas.

The service area is as shown in Section XI, Service Area Map.

This authorization contains the conditions that apply for the use of reclaimed water. The approval of reclaimed water use under Chapter 210 does not affect any existing water rights. If applicable, a reclaimed water use authorization in no way affects the need of a producer, provider, or user to obtain a separate water right authorization from the commission. This authorization does not allow irrigation of any area authorized for irrigation under a Texas Land Application Permit.

Issue Date: January 16, 2014

Richard A. Hyde, P.E., Exécutive Director

## I. General Requirements

- No producer or provider may transfer reclaimed water to a user without first notifying the commission.
- B. Reuse of untreated wastewater is prohibited.
- C. Food crops that may be consumed raw by humans must not be spray irrigated. Food crops including orchard crops that will be substantially processed prior to human consumption may be spray irrigated. Other types of irrigation that avoid contact of reclaimed water with edible portions of food crops are acceptable.
- D. There must be no nuisance conditions resulting from the distribution, the use, or storage of reclaimed water.
- E. Reclaimed water must not be used in a way that degrades groundwater quality to a degree adversely affecting its actual or potential uses.
- F. Reclaimed water stored in ponds must be prevented from discharging into waters in the state, except for discharges directly resulting from rainfall events or in accordance with a permit issued by the commission. All other discharges are unauthorized.
- G. If an overflow of a holding pond occurs causing discharge into or adjacent to water in the state, the user or provider, as appropriate, shall report the noncompliance. A written submission of pertinent information must be provided to the TCEQ Region 11 office in Austin and to the TCEQ Enforcement Division (MC-149) in Austin, within five (5) working days after becoming aware of the overflow. The submission must contain:
  - 1. a description of the noncompliance and its cause;
  - 2. the potential danger to human health or safety, or the environment;
  - 3. the period of noncompliance, including exact dates and times;
  - 4. if the noncompliance has not been corrected, the anticipated time it is expected to continue; and
  - 5. steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
- H. Unless otherwise provided in this authorization, there must be no off-site discharge, either airborne or surface runoff of reclaimed water from the user's property except to a wastewater treatment collection system or wastewater treatment facility unless the reclaimed water user applies for and obtains a permit from the commission that authorizes discharge of the water.
- I. All reclaimed water piping must be separated from potable water piping when trenched by a distance of at least nine feet for Type II effluent and four feet For Type I. All buried pipe must be manufactured in purple, painted purple, taped with purple metallic tape or bagged in purple. All exposed piping, hose bibs and faucets must be painted purple, designed to prevent connection to a standard water hose, and stenciled with a warning reading "NON-POTABLE WATER."
- J. The design of any new distribution system that will convey reclaimed water to a user requires the approval of the executive director. Materials must be submitted to the executive director in accordance with the Texas Engineering Practice Act (Article 3271a, Vernon's Annotated Texas Statutes). The plans and specifications for any new

distribution system constructed pursuant to this authorization must be approved by the executive director. Failure to secure approval before commencing construction or making a transfer of reclaimed water is a violation of this authorization. Each day of a transfer is a separate violation until approval has been secured.

- K. Nothing in this authorization modifies any requirements in 30 TAC Chapter 290, Public Drinking Water.
- L. A major change from a prior notification for use of reclaimed water must be approved by the executive director before it can be implemented. A major change includes:
  - 1. a change in the boundary of the approved service area, not including the conversion of individual lots within a subdivision to reclaimed water use;
  - 2. the addition of a new provider;
  - 3. a major change in the intended use, such as conversion from irrigation of a golf course to residential irrigation; or
  - 4. a change from either Type I or Type II use to the other.
- M. The reclaimed water producer, provider, and user shall maintain current operation and maintenance plans on the sites over which they have operational control. The operation and maintenance plan must contain the following, as a minimum:
  - 1. a copy of the signed contract between the user and provider and a copy of the signed contract between the provider and the producer, as applicable;
  - 2. a labeling and separation plan for the prevention of cross connections between reclaimed water distribution lines and potable water lines;
  - 3. the measures that will be implemented to prevent unauthorized access to reclaimed water facilities (e.g., secured valves):
  - 4. procedures for monitoring reclaimed water;
  - 5. a plan for how reclaimed water use will be scheduled to minimize the risk of inadvertent human exposure;
  - 6. schedules for routine maintenance:
  - 7. a plan for worker training and safety; and
  - 8. contingency plan for system failure or upsets.
- N. One of the following requirements must be met by the user or provider, for any area where reclaimed water is stored or where there are hose bibs or faucets:
  - 1. Signs having a minimum size of eight inches by eight inches must be posted at all storage areas and on all hose bibs and faucets reading, in both English and Spanish, "Reclaimed Water, Do Not Drink" or similar warning.
  - 2. The area must be secured to prevent access by the public.
- O. Where a reclaimed water line parallels a sewer line, the reclaimed water line must be constructed in accordance with subsection (p) or (q) of this section. The horizontal separation distance must be three feet (outside to outside) with the reclaimed water line at the level of or above the sewer line. Reclaimed water lines that parallel sewer lines may be placed in the same benched trench. Where a reclaimed water line crosses a sewer line,

the requirement of 30 TAC §290.44(e)(4)(B), Water Line Installation—crossing lines, must be followed with the reclaimed water line substituted for the water line.

- P. Reclaimed water pipes must meet the following requirements:
  - lines that transport reclaimed water under pressure must be sized according to acceptable engineering practices for the needs of the reclaimed water users.
  - reclaimed water force mains must have an expected life of at least as long as that of the associated lift station and must be suitable for the reclaimed water being pumped and operating pressure to which it will be subjected.
  - must be identified in the technical specifications with appropriate American Society for Testing and Materials, American National Standard Institute, or American Water Works Association standard numbers for both quality control (dimensions, tolerance, and installation such as bedding or backfill).
  - 4. pipes and fittings must have a minimum working pressure rating of 150 pounds per square inch.
  - 5. Final plans and specifications must describe required pressure testing for all installed reclaimed water force mains.
  - Minimum test pressure must be 1.5 times the maximum design pressure. Allowable leakage rates must be determined as described in 30 TAC §217.97, Pressure Sewer Systems.
  - 7. Gravity flow reclaimed water lines must meet the requirements of 30 TAC Chapter 217, Subchapter C, Conventional Collection Systems. The provider shall prevent high velocity scouring and maintain adequate fluid velocity to prevent the deposition of solids in the lines.
- Q. All exposed piping and piping within a building must be either purple pipe or painted purple. All exposed piping should be stenciled in white with a warning reading "NON-POTABLE WATER. All exposed or buried reclaimed water piping constructed at a wastewater treatment facility is exempt from the color-coding requirement of this section.
- R. When applicable, in accordance with 30 TAC Chapter 217, Design Criteria for Domestic Wastewater Systems, the design of the distribution systems that will convey reclaimed water to a user must be submitted to the executive director and must receive an approval before the distribution system may be constructed. The design of the distribution systems must meet the criteria of 30 TAC Chapter 217, Design Criteria for Domestic Wastewater Systems. When a municipality is the plan review authority for certain sewer systems that transport primarily domestic waste, in lieu of the commission, design submittal will not be subject to submittal to the commission and instead must be approved by the municipality.
- S. All ground level and elevated storage tanks must be designed, installed, and constructed in accordance with current AWWA standards with reference to materials to be used and construction practices to be followed, except for health-based standards strictly related to potable water storage and contact practices, where appropriately less restrictive standards may be applied.

# II. Storage Requirements for Reclaimed Water

- A. Storage facilities for retaining reclaimed water prior to use must not be located within a floodway.
- B. Storage ponds must be hydraulically separated from waters in the state.
- C. Any holding pond designed to contain Type I effluent effluent that is located within a DRASTIC Pollution Potential Index Zone of less than 110, shall conform to the following requirements:
  - 1. Ponds with an earthen liner must meet the following requirements
    - a. A permeability of less than 1 x 10-4 cm/sec;
    - b. The ponds must be designed and constructed to prevent groundwater contamination;
    - c. Soils used for pond lining must be free from foreign material such as paper, brush, trees, and large rocks; and
    - All soil liners must be of compacted material, at least 24 inches thick, compacted in lifts no greater than 6 inches thick and compacted to 95% of Standard Proctor Density;
    - e. Soil liners must meet the following particle size gradation and Atterberg limits:
      - i. 30% or more passing a number 200 mesh sieve; and
      - ii. a liquid limit of 30% or greater; and
      - iii. a plasticity index of 15 or greater;
    - f. In situ liners at least 24 inches thick meeting a permeability less than or equal to 1 X 10<sup>-4</sup> cm/sec are acceptable alternatives; In-situ clay soils meeting the soils liner requirements must be excavated and re-compacted a minimum of 6 inches below planned grade to assure a uniformly compacted finished surface.
- D. Any holding pond containing reclaimed water located within the recharge zone of the Edward Aquifer, shall conform to the following requirements:
  - 1. Ponds with an earthen liner must meet the following requirements
    - a. A permeability of less than 1 x 10<sup>-7</sup> cm/sec;
    - b. The ponds must be designed and constructed to prevent groundwater contamination;
    - c. Soils used for pond lining must be free from foreign material such as paper, brush, trees, and large rocks; and
    - d. All soil liners must be of compacted material, at least 24 inches thick, compacted in lifts no greater than 6 inches thick and compacted to 95% of Standard Proctor Density;
    - e. Soil liners must meet the following particle size gradation and Atterberg limits:
      - i. 30% or more passing a number 200 mesh sieve; and
      - ii. a liquid limit of 30% or greater; and
      - iii. a plasticity index of 15 or greater;

- f. In situ liners at least 24 inches thick meeting a permeability less than or equal to 1 X 10<sup>-7</sup> cm/sec are acceptable alternatives; In-situ clay soils meeting the soils liner requirements must be excavated and re-compacted a minimum of 6 inches below planned grade to assure a uniformly compacted finished surface.
- E. Synthetic membrane linings must have a minimum thickness of 40 mils and have a leak detection system;
- F. Certification by a Texas licensed professional engineer must be furnished stating that the pond liner meets the appropriate criteria prior to use of the facilities;
- G. Soil embankment walls must have a top width of at least five feet. The interior and exterior slopes of soil embankment walls must be no steeper than one foot vertical to three feet horizontal unless alternate methods of slope stabilization are used. All soil embankment walls must be protected by a vegetative cover or other stabilizing material to prevent erosion. Erosion stops and water seals must be installed on all pipe penetrating the embankments; and
- H. An alternative method of pond lining that provides equivalent or better water quality protection than provided under this section may be utilized with the prior approval of the executive director; and
- I. Reclaimed water may be stored in leak-proof, fabricated tanks;
- J. Subsequent holding ponds utilized for the receipt and storage of reclaimed water of a quality that could cause or causes a violation of a surface water quality standard or impairment of groundwater for its actual or intended use will be also subject to the storage requirements of this section.

#### III. Specific Uses and Quality Standards for Reclaimed Water

- A. Numerical parameter limits pertaining to specific reclaimed water use categories are contained in this section. These limits apply to reclaimed water before discharge to initial holding ponds or a reclaimed water distribution system.
- B. The reclaimed water producer shall establish that the reclaimed water meets the quality limits at the sample point for the intended use in accordance with the monitoring requirements identified in Section IV, Sampling and Analysis.
- C. Types and quality standards for reclaimed water.
  - 1. Type I Reclaimed Water Use. The use of Type I reclaimed water is for situations where the public may come in contact with the reclaimed water. The uses allowed by this authorization are:
    - a. Irrigation: landscape, public parks, schoolyards, athletic fields, and golf courses.
    - b. Collection system maintenance.
    - c. Soil compaction or dust control in construction areas.
  - 2. The following conditions apply to Type I use of reclaimed water. At a minimum, the reclaimed water producer shall transfer only reclaimed water of the following quality as described for Type I reclaimed water use. Type I reclaimed water on a 30-day average must have a quality of no more than:

Table 1. Type I Quality Requirements

Parameter	Limit	Limit Type
Turbidity	3 NTUs	30-day average
BOD <sub>5</sub>	5 mg/l	30-day average
E. coli	20/100 ml	30-day geometric mean (MPN or CFU)
E. coli	75/100 ml	maximum single grab sample (MPN or CFU)

#### D. Test Procedures

- Test procedures for the analysis of pollutants must comply with procedures specified in 30 TAC §§319.11 - 319.12. Measurements, tests, and calculations must accurately represent the reclaimed water.
- 2. All laboratory tests submitted to demonstrate compliance with this authorization must meet the requirements of 30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification.

#### IV. Sampling and Analysis

- A. The reclaimed water producer shall sample the reclaimed water prior to distribution to the entity that first received the reclaimed water after it leaves the wastewater treatment facility (provider or user) to assure that the water quality meets the standard for the contracted use.
- B. Analytical methods must be in compliance with 30 TAC Chapter 319, Monitoring and Reporting.
- C. The minimum sampling and analysis frequency for Type I reclaimed water is twice per week when reclaimed water is being produced and shall be reported as outfall 800.
- D. The monitoring must be done after the final treatment unit.
- E. The records of the monitoring must be kept on a monthly basis and be available at the facility site for inspection by representatives of the Commission for at least five years.

#### V. Record Keeping and Reporting

- A. The reclaimed water provider and user shall maintain records on site for a period of at least five years.
- B. The producer shall maintain the following records:
  - 1. copies of notifications made to the commission concerning reclaimed water projects;
  - 2. as applicable, copies of contracts with each reclaimed water user (this requirement does not include reclaimed water users at residences that have separate distribution lines for potable water);
  - 3. records of the volume of water delivered to each reclaimed water user per delivery (this requirement does not apply to reclaimed water users at residences that have separate distribution lines for potable water); and
  - 4. reclaimed water quality analyses.

- C. The reclaimed water provider or producer shall report to the commission on a monthly basis the following information on forms furnished by the executive director. The reports are due by the 20th day of the month following the reporting period.
  - 1. volume of reclaimed water delivered to each user; and
  - 2. quality of reclaimed water delivered to a user or provider reported as a monthly average for each quality criteria, except those listed as "not to exceed" that must be reported as individual analyses.
- D. Monitoring requirements contained in the authorization are suspended from the effective date of the authorization until the reclaimed water is transferred. The provider shall provide written notice to the Water Quality Application Team (MC 148) and the appropriate TCEQ regional office at least thirty (30) days prior to transfer of reclaimed water.

#### VI. Transfer of Reclaimed Water

- A. Reclaimed water must transferred from a provider to a user on a demand only basis. A reclaimed water user may refuse delivery of reclaimed water at any time.
- B. All reclaimed water transferred to a user must be of at least the quality specified in Section IV, Sampling and Analysis.
- C. Transfer must be by pipes or tank trucks.
- D. The transfer of reclaimed water must be terminated immediately if a provider becomes aware of the misuse of the reclaimed water by the user, regardless of contract provisions.

#### VII. Restrictions

- A. This authorization does not convey any property right and does not grant any exclusive privilege.
- B. This authorization does not allow the use of reclaimed water on land that is authorize as a disposal site under either a Texas Pollutant Discharge Elimination System (TPDES) permit or a Texas Land Application Permit (TLAP).

# VIII. Responsibilities and Contracts

- A. The producer of reclaimed water is not liable for misapplication of reclaimed water by users, except as provided in this section. Both the reclaimed water provider and user have at least but are not limited to the following responsibilities:
  - 1. The reclaimed water producer shall: transfer reclaimed water of at least the minimum quality required by this chapter at the point of delivery to the user;
    - a. sample and analyze the reclaimed water and report the analyses in accordance with Section IV, Sampling and Analysis, and Section V, Recordkeeping and Reporting; and
    - b. notify the executive director in writing within five (5) days after obtaining knowledge of reclaimed water use not authorized by the executive director.
  - 2. The reclaimed water provider shall:

- ensure construction of reclaimed water distribution systems in accordance with 30 TAC Chapter 217, Design of Domestic Wastewater Systems, and in accordance with approved plans and specifications;
- b. transfer reclaimed water of at least the minimum quality required by this authorization at the point of delivery to the user;
- c. notify the executive director in writing within five (5) days after obtaining knowledge of reclaimed water use not authorized by the executive director; and
- d. not be found in violation of this chapter for the misuse of the reclaimed water by the user if transfer of such water is shut off promptly upon knowledge of misuse regardless of contract provisions.
- 3. The reclaimed water user shall:
  - a. use the reclaimed water in accordance with this authorization; and
  - b. maintain and provide records as required by Section V, Record Keeping and Reporting.

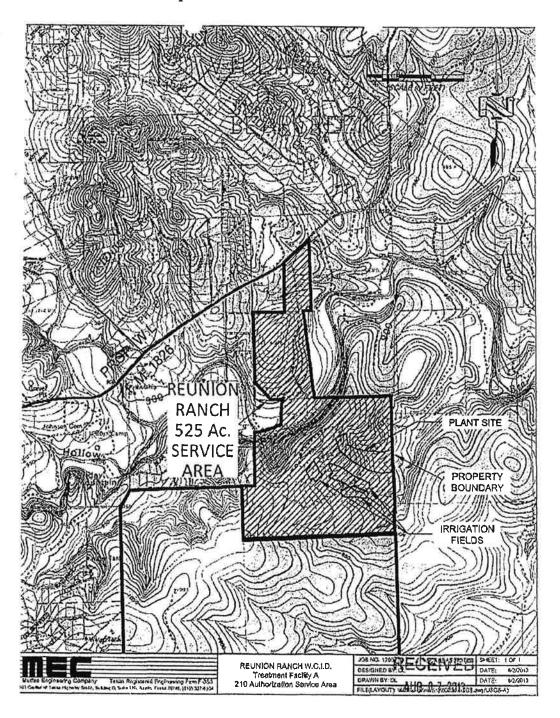
#### IX. Enforcement

If the producer, provider, or user fail to comply with the terms of this authorization, the executive director may take enforcement action provided by the Texas Water Code §26.019 and §26.136.

#### X. Standard Provisions

- A. This authorization is granted in accordance with the rules and orders of the commission and the laws of the state of Texas.
- B. Acceptance of this authorization constitutes an acknowledgment and agreement that the producer, provider and user will comply with all the terms, provisions, conditions, limitations and restrictions embodied in this authorization and with the rules and other orders of the commission and the laws of the state of Texas. Agreement is a condition precedent to the granting of this authorization.

# XI. Service Area Map



#### Exhibit "B"

# **Description of Irrigation Area**

All unpaved areas within the public right of way in the Reunion Ranch Subdivision in Hays County, Texas, and within the 525-acre service area described in Exhibit "A," provided the HOA has any required permission from Hays County or any other entity with jurisdiction, to irrigate such areas; and

Any other land owned by the HOA that is located in the Reunion Ranch Subdivision in Hays County, Texas, and within the 525-acre service area described in Exhibit "A," provided that such land is not within the areas irrigated by the District pursuant to its TPDES Permit No. WQ001448001.

### Reunion Ranch WCID Common Area Project Review Criteria

### **Draft** text

### Scope:

Common area projects including construction access across common areas for a private property construction site.

### **Exceptions:**

- 1. Existing HOA landscape area maintenance
- 2. Existing HOA amenity maintenance
- 3. Exiting HOA trail or path maintenance
- 4. Existing HOA irrigation system maintenance
- 5. HOA Firewise vegetation maintenance in common areas.
  - a. Collected vegetation and deadfall must be removed from the common areas
  - b. Removal of living trees must be approved by the WCID

### Authority for approval

The property Deed requires submittal of plans and specifications for any improvement within the common areas. The WCID has 60 days to review. The deed conveying the property to the Reunion Ranch HOA ("HOA") contains a restrictive covenant requiring the HOA to obtain the Reunion Ranch WCID's ("WCID's") written approval for any proposed improvements. The WCID has 60 days in which to act on the approval or disapproval. If the WCID fails to act within 60 days, the improvements are deemed approved. However, even if the improvements are deemed approved, they cannot unreasonably interfere with the operation of the WCID's facilities. The purpose of this document is to facilitate a process for obtaining WCID approval.

### Construction access via common area:

If construction access to a private property site is granted by the HOA and WCID, only access is permitted, no construction activities are allowed in the common area. Construction activities include parking, storage of materials, mixing of materials, dumping waste soil or rock, or other activities that damage the common area. Construction equipment that enters and exits the site must use the same approved route each time to minimize damage to the common area. (NOTE: THIS PROVISION WILL REQUIRE AGREEMENT BY THE HOA SINCE THE HOA PROVIDES THE APPROVAL)

### Background:

The Reunion Ranch Water Control and Improvement District ("WCID") is responsible for operating and maintaining water, sewer, drainage, flood control, and water quality systems. The common areas that are comprised of both open maintained land and natural areas serve as an active part of these systems or contain infrastructure used to operate these systems. The WCIDDistrict has authority over modifications to the common areas due to the restrictive covenant referenced above. The WCID also has the District's responsibility to maintain and service its systems which may be adversely impacted by improvements or modifications of the common areas, these systems. Common areas cover approximately 301 acres of the development, per the development agreement, and are set aside for use as "parkland, playgrounds, open space, greenbelts, trails, entry and landscaping amenities, irrigation

### Reunion Ranch WCID Common Area Project Review Criteria

areas, mitigation areas, conservation easements, water quality and stormwater detention facilities, reirrigation areas, utility infrastructure, and similar uses". The development agreement sets some limitations to improvements within the WCIDdistrict including:

- 1. Maximum impervious cover of 15% in the recharge zone and 20% in the contributing zone;
- 2. Buffer zones of 300 ft along either side of the centerline of Bear Creek and 100 ft along either side of the centerline of the waterway near the WCIDDistrict entrance;
- 3. The use of native plant species throughout the WCIDDistrict;
- 4. Applicable TCEQ regulations regarding protection of the Edwards Aquifer (30 T.A.C. 213); and
- 5. Maintain current water quality through water quality control features and protection of environmental features

### Project review:

The <u>WCIDDistrict</u> will review modifications to the common areas to scrutinize increases in impervious cover, modified drainage, or changes to water quality features that could pose a risk to waterways and groundwater. The <u>WCIDDistrict</u> will also review for impacts to the <u>WCID'sDistrict's</u> ability to maintain or access the <u>WCID'sDistrict's</u> infrastructure or facilities. The following checklist covers the basic items needed for review of any plans for modifications:

- 1. Project location and/or construction access
- 2. Proposed change to impervious cover (prefer net zero change)
- 3. Proposed changes to vegetation (does not include landscaped area maintenance)
  - a. show adherence to drought-tolerant grass and native plant list
- 4. Proposed changes to the existing grade

Even if a project does not include any changes to impervious cover, vegetation, or grading, it must be submitted for review by the district to ensure that it does not impact access to any of the <u>WCID district</u> facilities. Items that could impact access include:

- 5. Changes to location of vegetation or size of landscaped areas
- 6. Trail or path modifications or additions
- 7. Addition of fences or retaining walls

The WCID and its consultants reviewers will utilize the following documents for the basis of a review:

- 1. City of Austin current adopted edition of:
  - a. Drainage Criteria Manual
  - b. Environmental Criteria Manual
- 2. City of Dripping Springs
  - a. Reunion Ranch Development Agreement
- 3. State of Texas
  - a. TCEQ regulations regarding protection of the Edwards Aquifer (30 T.A.C. 213)

### **Review Process:**

Process for reviewing any project that affects a common area including construction access across common areas for a private property construction site:

### Reunion Ranch WCID Common Area Project Review Criteria

- 1. The HOA reviews and approves the project through the normal HOA process.
- Once the HOA approves the project, the HOA will submit an application for project review to the WCIDDistrict.
  - a. Send the application for review to <a href="WCID'sDistrict">WCID'sDistrict</a> attorney for distribution to appropriate Committee, <a href="WCIDDistrict">WCIDDistrict</a> Engineer, and <a href="WCIDDistrict">WCIDDistrict</a> Operator
- 3. During the review, the <u>WCID consultants and Boardreviewers</u> may ask for additional information to fully understand the impact to the common area.
- 4. The WCIDDistrict Engineer and Operator will recommend either approval or rejection of project at a WCID Board meeting.
- 5. A <u>WCIDDistrict</u> representative will inspect the project after project completion to review for adherence to plans and permanent erosion control installation.

### Application to include the following:

- 1. Date:
- 2. HOA representative contact name, email address, and phone number:
- 3. Project Name:
- 4. Project Description:
- 5. Project Location:
- 6. Start date and proposed completion date:
- 7. HOA written approval of the project
- 8. City of Dripping Springs permit number and status if a permit is required
  - a. HOA to contact City to determine if a permit is required
- 9. Attach project plan, construction access plan and other supporting documentation:
- 10. Plant list (from HOA approved plant list or Austin Environmental Criteria Manual preferred plant list)

### Reunion Ranch WCID - Common Area Project Application

(TO BE SUBMITTED BY HOA)

Common Area Projects include any modification to common areas of Reunion Ranch - **including construction access across common areas** for a private property construction site.

Exceptions: maintenance of existing HOA landscape areas, amenities, trails/paths, irrigation systems. Firewise vegetation maintenance is permitted as long as: a) collected vegetation/deadfall is removed from common areas, and b) limited to removal of dead vegetation only. Removal of living trees must be approved.

Please complete the information below so that the District can review the proposed modification with regards to impact to water quality features and ability to maintain/access District infrastructure.

Contact Name:	Email:
Phone:	Project Start-End Date:
HOA Approved? (Yes/No)	City of Dripping Springs Approved? (Yes/No)
	on including HOA Approval, City of Dripping Springs permit as project plan, construction access plan, plant list.
Project Location (address and/or descrip	ption)
Project Description	
Proposed Change to Impervious Cove	r
Proposed Changes to Vegetation (does adherence to drought-tolerant grass/nativ	s not include landscape area maintenance and must show /e plant list)

Proposed Changes to Existing Grade
Proposed Changes to Access/Easements (changes to vegetation or size of landscaped areas, modifications or addition of trails, modification or addition of fences or retaining walls)
WCID Use
Received by: Received Date:
District Engineer/Operator - Please attach completed WCID Checklist
District Engineer:
Approved Date:
District Operator:
Approved Date:
WCID Board Approval Date:

### Reunion Ranch WCID Common Area Modification Review District Engineer & Operator Checklist

### **District Engineer AND Operator**

1.	Construction access route and construction activity area. (To minimize damage to common areas construction on a homeowner's lot cannot be performed in a common area, only access is granted through a common area)  Acceptable  Potential conflicts, see attached information
2.	Conflicts with or maintenance access to existing water, sewer, or storm water structures  Not Applicable Acceptable Potential conflicts, see attached information
3.	Permanent vegetative stabilization per Austin Environmental Criteria Manual (proper revegetation of exposed soil areas)  Not Applicable Provide at all exposed soil areas
Distric	t Engineer
1.	Proposed change to impervious cover  Not Applicable Acceptable Over amount allowed, see attached information
2.	Proposed changes to vegetation (comply with native plant list per HOA or Austin Environmental Criteria Manual)  Not Applicable Acceptable Proposed plants are not native
3.	Proposed changes to the existing grade or changes to stormwater drainage  Not Applicable  Acceptable  Grade changes adversely affect drainage or water quality
4.	Conflicts with environmental features and/or buffer zones  Not Applicable Acceptable Potential conflicts, see attached information

<ul> <li>TCEQ regulations regarding protection of the Edwards Aquifer (30 T.A.C. 213)</li> <li>Project appears to meet requirements</li> <li>Concerns, see attached information</li> </ul>
District Engineer
Reviewed by:
<ul> <li>☐ Reviewed, no concerns from WCID based on the information provided</li> <li>☐ Rejected, see items above to correct and resubmit</li> </ul>
District Operator
Reviewed by:
☐ Reviewed, no concern's from WCID based on the information provided ☐ Rejected, see items above to correct and resubmit

Reunion Ranch Common Area Debris 03/23/2022 – Prepared by Ron Meyer

Status	3 Hours 2 men crew/2 trucks, skid & trailer, Dump trailer \$1,012.29	4 Hours 2 men crew/2 Trucks, skid & trailer, Dump trailer 72' long fence wrapped around wood beam \$1,349.73	1 Hour 2 men crew/2 Trucks, skid & trailer, Dump trailer \$337.43
Coordinates	30°09'04.4"N 97°56'05.5"W 30.151218, - 97.934867	30°09'04.2"N 97°56'00.9"W 30.151171, - 97.933576	30°09'03.9"N 97°56'01.3"W 30.151079, - 97.933684
Reported Description and By	Conc wash out Behind my house from when the culverts were put in.	Chain link fencing - Park adjacent to the windmill.	concrete/steel ring - Behind the windmill.
Item Reported By	1. Linda Alvarez	2. Linda Alvarez	3. Linda Alvarez

Reunion Ranch Common Area Debris 03/23/2022 – Prepared by Ron Meyer

4 Hours  2 men crew/2 Trucks, skid & trailer, Dump trailer  Break down concrete rock if needed \$1,349.73	6 Hours 2 men crew/2 Trucks, skid & trailer, Dump trailer **more trash has been dumped since Pciture was taken \$2,024.58	4 Hours 2 men crew/2 Trucks, skid & trailer, flat trailer heavy, sharp metal \$1,349.73
30°09'04.9"N 97°56'04.3"W 30.151373, - 97.934528	30°09'15.2"N 97°56'28.8"W 30.154227, - 97.941336	30°09'15.4"N 97°56'26.7"W 30.154269, - 97.940759
Large concrete piece - Left over from construction next door.	Household goods – West of Reunion Blvd south of Bridge	Sheet metal siding/roofing — West of Reunion Blvd south of Bridge
4. Linda Alvarez	5. Ron Meyer	6. Ron Meyer

Reunion Ranch Common Area Debris 03/23/2022 – Prepared by Ron Meyer

4 Hours 2 men crew/2 Trucks, skid & trailer \$1,349.73	6 Hours 2 men crew/2 Trucks, skid & trailer, Dump trailer Estimated 4 trips to Daniel Stone (fee is \$300 per dump) Area is overgrown since Picture was taken \$3,224.58 (dump fee included)	6 Hours 2 men crew/2 Trucks, skid & trailer, Dump trailer \$2,024.58
30°08'54.5"N 97°55'54.9"W 30.148457, - 97.931908	30°08'59.6"N 97°55'51.3"W 30.149887, - 97.930910	30°09'04.5"N 97°55'50.8"W 30.151262, - 97.930790
Erosion fencing and posts	Dumped dirt and rocks – Just off or Jackdaw near Reunion Court	Sod, dirt, landscape plants
7. Ron Meyer	8. Ron Meyer	9. Ron Meyer

Reunion Ranch Common Area Debris 03/23/2022 – Prepared by Ron Meyer

3 Days 2 men crew/2 Trucks, skid & trailer, Dump trailer Estimated & trips to Daniel Stone (fee is \$300 per dump) \$7,980.12 (dump fee included)	5 Hours 2 men crew/2 Trucks, skid & trailer, Dump trailer \$1,751.65	4 Hours 2 men crew/2 Trucks, skid & trailer, Dump trailer \$1,349.73
30°09'15.4"N 97°56'26.3"W 30.154270, - 97.940630	30°09'08.0"N 97°55'54.3"W 30.152220, - 97.931735	30°09'09.8"N 97°55'53.7"W 30.152728, - 97.931591
Large dirt, rock, concrete debris pile – west of Reunion and south of bridge	Grass clippings off Adam trail	Grass clippings off Adam trail
Meyer	11. Linda Alvarez	12. Ron Meyer

Reunion Ranch Common Area Debris 03/23/2022 – Prepared by Ron Meyer

6 Hours 2 men crew/2 Trucks, skid & trailer, Dump trailer \$2,024.68	5 Hours 2 men crew/2 Trucks, skid & trailer, Dump trailer \$1,751.65
30°09'01.1"N 97°55'54.0"W 30.150296, - 97.931656	behind 160 Angela 5 Hours Rose 2 men or trailer, D \$1,751.6
Grass clippings off RR Park trail	Construction Fence
13. Linda Alverez	14. Linda Alverez
13.	14.





Reunion Ranch WCID
General Manager Reports for the month of
June 2022

Board Meeting: July 19th, 2022

Reviewed By: Ronja Keyes

Date: 7/11/2022



14050 Summit Dr, Ste 103 Austin, TX 78728 (T) 512.246.0498 (F) 512.716.0024 www.inframark.com

Memorandum for: Board of Directors Reunion Ranch WCID

From: Ronja Keyes

Date: 07/19/2022

Subject: General Manager's Executive Summary

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

### Agenda Item 17

### A. Administrative

Nothing significant to report.

### B. WWTP/Collection System

- Plant is at 71% capacity; total flows are 1.71 MG; average flows are 57,000 GPD.
- Odor Control Unit:
  - Received alarm call for the Odor Control Unit. Turned unit off and found motor overheated
  - Hartwell Environmental contacted ECS and started warranty process, updates forthcoming
- Effluent Lift Station failure at WWTP;
  - Inspected electrical components and wire connections
  - Rewired phase monitor and tested voltage
  - Pumps turn on in hand only
  - Requested assistance from Alterman, confirmed PLC malfunctioned and installed control relay as temporary bypass
  - Replacement Proposal forthcoming

### C. Wastewater Grinder Stations

Nothing significant to report.

### D. Effluent Irrigation System & Fields

- Conducted monthly inspection of irrigation fields.
  - No leaks reported

### E. Distribution & Collection, Lift Stations

- Water accountability is at 93% for the month of June.
  - All Fire Hydrant meters have been calibrated and checked for accuracy
- Lift Station #1/unauthorized Discharge
  - June 22<sup>nd</sup>, raw sewage spill reported at manhole near intersection of Jacksdaw/Reunion Blvd
  - Operator, Lead maintenance Technician, Alterman and Wastewater Transport were on site
  - Discussed situation with Senior Leadership Team, noted that ARS Team was onsite a day prior to perform preventive maintenance on Lift Stations
  - ARS Team disabled alarm to perform PM, did not reenable alarm causing Operator not receiving call out
  - No charge to District for time spent on site, service calls
  - Purchased spill containment kit
  - TCEQ notice enclosed
  - Replaced battery for AutoDialer

### F. Billing Adjustments

No inquires received

### G. Delinquencies

Mailed 8 Delinquent Letters; 4 Hung; 0 Red Tags as of now

### H. Customer Meter Issues

Nothing significant to report.

### I. Customer and Resident Complaints

- Received call from concerned Resident regarding Stage III Water restrictions
  - Resident requested immediate action taken to inform community of implemented Water restrictions
  - HOA Management assisted in sending out email blast

### J. Stormwater Conveyance and Pond Maintenance

- Inframark conducted pond inspections on June 20th. Reports are enclosed.
- Aquatic Features Pond maintenance Reports are enclosed.
- Pedestrian walkway to Mary Elise Pond
   No additional Proposal received from Sunscape or Terrain.
  - Sunscape;

proposing a 3' wide walking trail, road base

- \$2,433.21

- Urban Dirt;

proposing a 5' wide walking trail, 4" recycled Asphalt Millings

- \$6,875.00

### K. Landscaping

Nothing significant to report.

### L. Water Quality Notices to Residents

2021 Consumer Confidence Report submitted.

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

• No request received.

### N. Request for use of Greenspace and other District Easements

No request received.

### O. Maintenance Access

• Nothing significant to report.

### P. Expenditures, contracts, repairs, replacements, and maintenance

• Refer to recommendations below.

### Q. Watering Restrictions; Recent notice from WTCPUA

All required actions have been completed.

### R. Proposal from Inframark on debris cleanup

• Estimate included for review. Equipment, hours, and cost listed per location.

### Construction

Erosion control report attached for review.

### Current Items for Board consideration:

Vendor	Amount	Description	Work Order #
	C	n.	

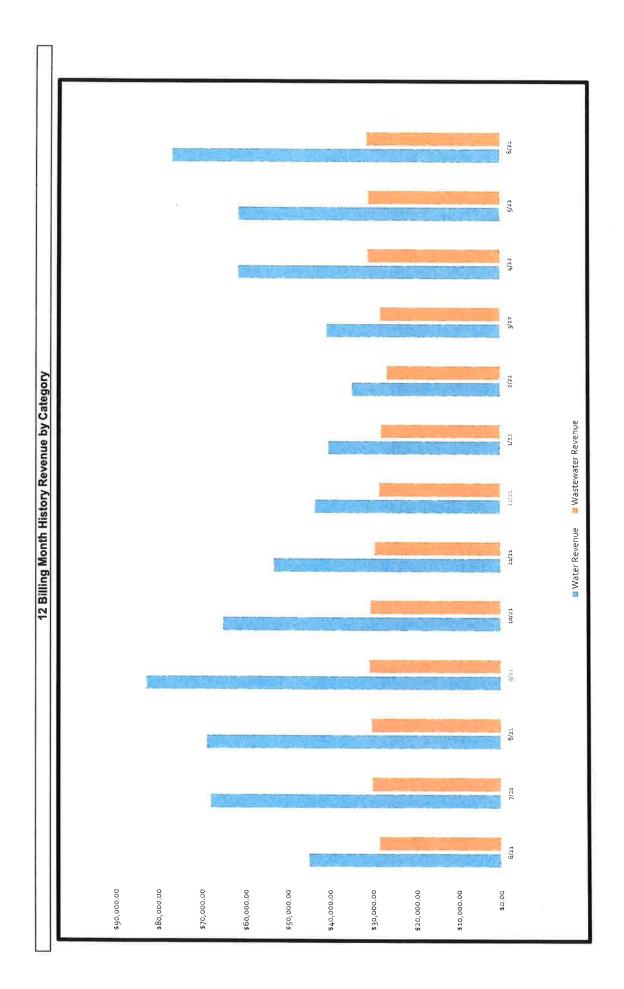
### **Water Quality Noncompliance Notification**

☑: Unauthorized Discharge ☐: Reportable Effluent Violation ☐: Other
General Information
Entity Name: Reunion Ranch WCID  ☐: Subscriber  Telephone No: 5122013595
TCEQ Region: 11 County: Hays *Permit Number: WQ0014480001
Noncompliance Summary
<b>Description of Noncompliance:</b> An unauthorized discharge occurred at the manhole located at the intersection of Jacksdaw Dr. and Reunion Blvd. Austin, TX and the manhole located directly upstream. Volume of discharge was approximately 2500 gallons of untreated wastewater. Discharge flowed from the manhole onto the road and then proceeded into the storm drain pooling in the storm drain box.
<b>Cause of Noncompliance:</b> The float that turns the pumps off failed which caused the pumps to run dry and overheat. This caused them to not come back on when called for due to a high temperature failure.
Duration: Start Date and Time: 6/22/2022 5:00:00 PM End Date and Time: 6/22/2022 7:37:00 PM Or Date Expected to be Corrected: [NSExpectedCorrected]
Potential Danger to Human Health and Safety or the Environment: None anticipated at this time as the affected area was thoroughly cleaned and washed down with potable water.
Actions Taken
Monitoring Data: Data should be attached or submitted to TCEQ when available.
No <b>Field Measurements</b> No <b>Laboratory Samples</b> No <b>Fish Kill If yes, estimated number killed:</b>
<b>Actions Taken to Mitigate Adverse Effects:</b> The storm drain was pumped out and the spill was cleaned up and area disinfected.
<b>Actions Taken to Correct the Problem and Prevent Recurrence:</b> The pump float was repaired and returned to normal operation.
Verification Information
Information Reported By (Name/Title): Zachary Willeford -Operations Manager
2e
Date Reported: 6/23/2022 Signature:
<u>Note</u> : If this form is being used for a 5-day written report, a copy of the form should be sent to the TCEQ Region Office, and the original to: TCEQ, Compliance Monitoring Team (MC224), Enforcement Division, P.O. Box 13087, Austin, TX 78711-3087.

\* If the noncompliance is an unauthorized discharge from a wastewater collection system, use the permit number of the treatment plant to which the collection system is tied. If you are uncertain of this permit number, you may call the TCEQ Regional Office for assistance.



Description	Connections	ns	Variance
	Jun-21	Jun-22	
Residential	501	511	10
Commercial - HOA	14	16	
Hydrant	0	mgs.	•
Tracking	1		()
Reclaimed			
Total Number of Accounts Billed	516	528	12
	Ö	Consumption	
Residential	5,524,000	10,965,000	5,441,000
Commercial - HOA	1,144,000	479,000	(665,000)
Hydrant	10)		
Tracking	E#0	12,000	12,000
Reclaimed	<b>1</b> ()		
Total Gallons Consumed	000'899'9	11,456,000	4,788,000
	Averag	Average Consumption	
Residential	11,026	21,458	10,432
Commercial - HOA	81,714	29,938	360
Hydrant	0	0	200
Tracking		12,000	12,000
Reclaimed	r	•	¥)
Avg Water Use for Accounts Billed	12,922.48	21,696.97	8,774
Total Billed	75,955	109,532	33,576
Total Aged Receivables	1,829	1,265	(564)
Total Receivables	77,784	110,796	33,012



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Date	Total Receivable		Total 30 Day	Total 60 Day	Total 60 Day Total 90 Day	Total 120+	
6/21	₩.	77,784.01 \$	4,302.55 \$	438.49	\$ 72.97	69	150.00
7/21	s	102,933.47 \$	4,971.98 \$	1,167.63	\$ 85.28	69	150.00
8/21	€9	102,933.47 \$	4,971.98 \$	1,167.63	\$ 85.28	69	150.00
9/21	ь	121,915.16 \$	5,867.72 \$	2,597.16 \$	\$ 515,36	69	883.24
10/21	₩	103,732.02 \$	6,037.42 \$	874.22 \$	\$ 794.69	89	1,284.78
11/21	€	94,061.57 \$	5,496.67 \$	2,920.03	\$ 716.74	69	2,046.95
12/21	69	80,792.28 \$	5,453.42 \$	971.26	\$ 1,235.08	69	2,288.73
1/22	G	73,152.76 \$	4,746.33 \$	356.70	\$ 151.27	49	719.81
2/22	6	65,574.16 \$	3,012.88 \$	864.41	\$ 129.40	8	751.62
3/22	ь	72,918,47 \$	1,365.45 \$	1,195.73	\$ 622.67	49	1,000.48
4/22	49	96,153,88 \$	1,255.39 \$	490.94	\$ 1,097.23	69	1,623.15
5/22	S	100,950.73 \$	5,915.86 \$	453.61	\$ 304.52	89	2,639.67
6/22	9	110,796.25 \$	1,251.07 \$	916.60	\$ 427.36	s,	1,883.46
			=3				
Board Consideration to Write Off	71	\$0.00					
Board Consideration Collections		\$0.00					
Delinquent Letter Mailed		11					
Delinguent Tags Hung		4					
Disconnects for Non Payment		N/A					



# Water Production and Quality

## Water Quality Monitoring

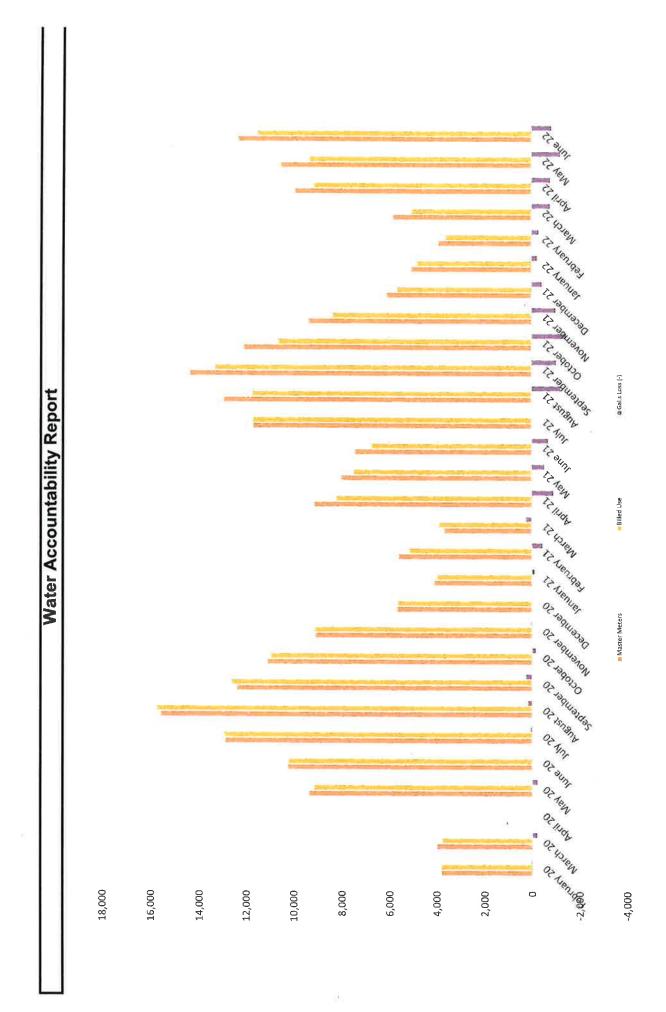
**Current Annual Avg** 

State Requirements Must Be Above .50

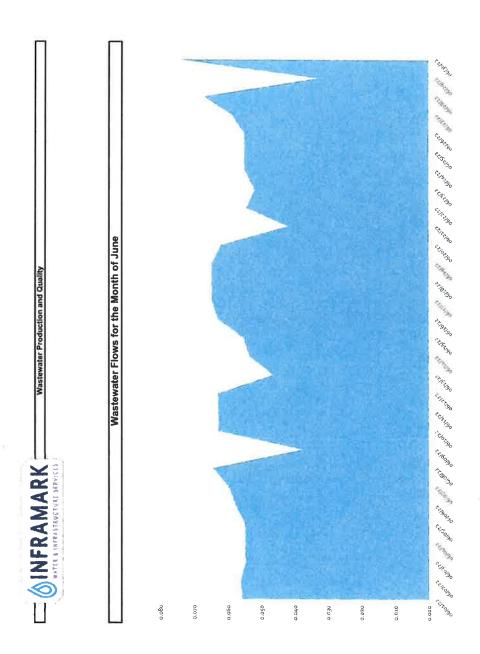
2.46

CL2 Avg-Mono Ch		3.50	000		2.50	2.00	1.50	1,00	4		2, 2, 2, 2, 2, 2, 2, 2, 3, 4, 2, 4, 2, 4, 2, 4, 2, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4,	A SOC A SON	CL2 Avg Mono Chlorine
NH3	0.34	0.42	0.22	0.24	0.16	0.17	0.56	0.23	0.58	0.68	0.64	0.80	0.75
Mono Chlorine	2.30	2.38	2.21	2.32	1.65	1.71	1.32	1.81	1.81	2.24	2.29	1.98	2.25
CL2 Avg	2.57	2.29	2.56	2.64	1.77	1.92	1.95	2.00	2.45	3.02	2.99	2.84	3.00
Date	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22

CL2 Avg-Mono Chlorine - NH3	-50	00	-50	00°	05	00	050		The way to the total day that the total the total the	CL2 Avg Mono Chlorine NH3
	5	00	.5c	0	50	00	.50	*		



Month	Read Date	Number of Connections	Master Meters	Billed Use	Flushing /Other	Gal.s Loss (-)	% Loss	Accounted For
February 20	2/17/20	432	3,820	3,840	6	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%	%66.66
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%	%69.86
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	(805)	-9.88%	90.12%
May 21	5/20/21	909	8,030	7,512	0	(518)	-6.45%	93.55%
June 21	6/18/21	516	7,447	6,752	7	(688)	-9.24%	%92.06
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	6	(429)	-7.01%	92.99%
January 22	1/18/22	528	5,080	4,842	13	(222)	-4.43%	95.57%
February 22	2/17/22	528	3,942	3,636	11	(292)	-7.48%	92.52%
March 22	3/17/22	528	5,847	5,064	O	(774)	-13.23%	86.77%
April 22	4/18/22	528	9,960	9,174	6	(777)	-7.80%	92.20%
May 22	5/18/22	528	10,566	9,364	11	(1,191)	-11.27%	88.73%
June 22	6/16/22	528	12,365	11,530	6	(826)	-6.68%	93.32%



	For the M	For the Month of June			
Flow WWTP (Avg.)	0.08 MGD	0.057 MGD	Yes	71.3%	
BOD (Avg)	20 mg/L	4.0 mg/L	Yes		
TSS (Avg)	20 mg/L	2.3 mg/L	Yes		
Chlorine Residual (Min)	1.0 mg/L	1.4 mg/L	Yes		
PH (Min)	6.0 Std Units	7.80 Std Units	Yes		
(W) 10	stig I bits 0 0	7 80 Std Unite	\ Sec.		

Reunion Ranch WCID Wastewater Flow Historical

Connections	Total Flows	Average	Connection	Capacity %
528	1,788.600	57,697	109	72%
528	1,718,600	57,290	109	72%
528	1,679,500	54,177	103	%89
528	1,638,800	58,530	111	73%
528	1,668,500	53,800	102	%29
	10,204,300	56,417.33	107	71%
528	1 736 000	26,000	106	%02
527	1,718,400	57,000	108	71%
526	1,689,800	55,000	105	%69
524	1,274,000	42,000	80	84%
523	1,457,000	47,000	06	94%
519	1,391,000	45,000	87	%06
516	1,387,000	46,000	89	92%
506	1,370,000	44,000	87	88%
206	1,189,000	40,000	79	80%
504	1,472,000	48,000	96	%96
202	1,234,000	44,000	88	88%
498	1,640,000	53,000	106	106%
	17,558,200	48,083.33	83	%98
496	1,715,000	92,000	111	110%
489	1,466,000	49,000	100	%86
485	1,543,000	50,000	103	100%
481	1,511,000	20,000	104	100%
474	1,661,000	54,000	114	108%
468	1,542,000	50,000	107	100%
463	1,594,000	53,100	115	106%
459	1,545,000	49,800	108	100%
453	1,372,000	46,000	102	95%
443	1,344,000	43,000	. 62	%98
432	1,156,000	40,000	93	80%
426	1,129,000	36,000	82	72%
	17.578,000	47,991.67	103	%96



### Open Work Orders for Pond maintenance & repair:

WO#:	Location:	Work scheduled:
2922386	Mary Elise Way DP 2-2	Clean inlet, erosion present at shoreline & inlet/outlet structures



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

WO#:	Location:	Work scheduled:
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
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
2828530	Mary Elise Way, DP 2-2	Remove dirt pile from embankment
2828597	Katie Dr, DP 2-4	Repair ruts and erosion, clear vegetation from outfall pipe
2847803	Mary Elise Way, DP 2-2	Clear vegetation around outfall
2847842	Katie Dr, DP 2-4	Erosion along embankment
2848067	Jacksdaw Dr, DP 3-3	Add lock gate togate at pond entrance
2848095	Denise Cove Storm Drain	Clean inlet
2848096	Jane Cove Storm Drain	Clean inlet

2873609	Mary Elise Way, DP 2-2	Locate and clear vegetation around outfall
2873620	591B Katie Dr DP 2-4	Clear vegetation around outfall pipe



Political accompanion	DATE: 6/17/2022	WO #: 2883659	TECH.: TAMMY YBARRA
	83	118	

Pond Location	DENISE COVE - STORM 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:	POND LOOKS GOOD





# STORMWATER POND INSPECTION

NC#		7/16/16
MSTRICT: REUNION KANCH	DATE: 6/17/2022	883659
ואוכו:	DATE: 6	WO #: 2883659

TECH.: TAMMY YBARRA

JANE COVE - STORM DRAIN

N/A Ϋ́ A/N ΑX ۷ ۲ Ϋ́Z Α/N A/A ₹ X A/N

Any damage to structural elements (pipes, concrete drainage, retaining walls, gabian walls, etc.)? N/A

Are all inlets in area clear of debris and sediment? Emergency bypass valve closed and operational

COMMENTS

Discharge valve open operational

Was sediment found in the under drain piping? Remove open clean out tops and check

Condition of vegetation around the out fall pipe

Trees or brush found in basin area? Is vegetation below 18" in height?

Condition of the media?

Sediment depth in the sand filter area?

Trash found at site?

Does the pond drain within 48 hours?

Pond water level Pend Location

Sediment depth In the forbay?

ΑX Ϋ́Z ΑX

POND LOOKS GOOD	



# STORMWATER POND INSPECTION WET PONDS

### DISTRICT: REUNION RANCH DATE: 6/17/2022

WO #: 2883659

TECH.: TAMMY YBARRA

Pond Location	WQP 2-2 (MARY ELISE)
Pond water level?	FULL
Inlets in good structural condition?	YES
Inlets clear of accumulated sediment or debris?	YES
Trash found at site?	ON
Sinkhole, cracks or seeps visible in the embankment?	YES
Erosion present at shoreline?	YES
Erosion occuring around the inlets or outlet structures?	YES
Discharge valve open operational?	N/A
Condition of vegetation around the out fall pipe?	G00D
Execessive algae blooms present?	ON
Invaisve 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
Occupation.	BOND I COKE GOOD EDOSION & CLEAN INLETS - WO 2022386
COMMENTS:	FOND LOOKS GOOD, ENGINE & CLEAN INCE IS - WO 2922388



# STORMWATER POND INSPECTION WET PONDS

### DISTRICT: REUNION RANCH

DATE: 6/16/2022

WO #: 2883659

TECH.: TAMMY YBARRA

WQP 2-3 (ACROSS 249 REUNION RANCH)

FULL YES YES NO

POND LOOKS GOOD			
POND	A STATE OF THE STA		
			100 · 100 ·
COMMENTS:			

NO DATA

Trees or woody vegetation present on the dam or embankment?
Sediment has accumulated and reduced the volume of the pond?

9

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Erosion occuing around the inlets or outlet structures?

Condition of vegetation around the out fall pipe?

Execessive algae blooms present?

Invaisve plants present?

Discharge valve open operational?

Sinkhole, cracks or seeps visible in the embankment?

Erosion present at shoreline?

Inlets clear of accumulated sediment or debris?

Trash found at site?

Inlets in good structural condition?

Pond Location
Pond water level?

99

999



## STORMWATER POND INSPECTION SAND FILTER SYSTEM

DISTRICT: REUNION RANCH
DATE: 6/17/2022
WO 4: 2883659

TECH.: TAMMY YBARRA

WQP 2-4 (END OF KATIE)

DRY YES 2"-3"

YES

9

9

G00D G00D GOOD

9

Any damage to structural elements (pipes, concrete drainage, retaining walls, gabian walls, etc.)?

Emergency bypass valve closed and operational

Are all inlets in area clear of debris and sediment?

Trickle Channel or Splitter Box

Was sediment found in the under drain piping? Remove open clean out tops and check

Condition of vegetation around the out fall pipe

is vegetation below 18" in height?
Trees or brush found in basin area?

Condition of the media?

Sediment depth in the sand filter area?

Trash found at site?

Does the pond drain within 48 hours?

Pond Location Pond water level Sediment depth in the forbay?

GOOD

YES

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POND LOOKS GOOD			
COMMENTS:		LIDE TO SERVICE OF THE PARTY OF	



# STORMWATER POND INSPECTION

**WET PONDS** 

WO #: 2883659

DISTRICT: REUNION RANCH

DATE: 6/17/2022

TECH .: TAMMY YBARRA

WQP 3-1 (BEHIND 3105 REUNION RANCH)

FULL YES YES YES - FROM INLET TO BOULDER AREA

YES

9

NO DATA

Sediment has accumulated and reduced the volume of the pond? Trees or woody vegetation present on the dam or embankment?

GOOD

999

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Erosion occuing around the inlets or outlet structures?

Condition of vegetation around the out fall pipe?

Execessive algae blooms present?

Invaisve plants present?

Discharge valve open operational?

Sinkhole, cracks or seeps visible in the embankment?

Erosion present at sherefine?

Inlets clear of accumulated sediment or debris?

Trash found at site?

Inlets in good structural condition?

Pond water level? Pond Location

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WO #: 2883659

DISTRICT: REUNION RANCH DATE: 6/17/2022

STORMWATER POND INSPECTION	TECH.: TAMMY YBARRA
WET PONDS	
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?	ON
Sinkhole, cracks or seeps visible in the embankment?	YES
Erosion present at shoreline?	YES
Erosion occuing around the inlets or outlet structures?	N/A
Discharge valve open operational?	YES
Condition of vegetation around the out fall pipe?	G00D
Execessive algae blooms present?	ON
Invaisve plants present?	ON
Trees or woody vegetation present on the dam or embankment?	ON
Sediment has accumulated and reduced the volume of the pond?	NO DATA
COMMENTS:	
と 一人	

Pond Maintenance Report RR Blvd													г
													_
6611 Burnet Lane													
Austin, TX 78757													-
Service Dates	13th,24th	1st,22nd	24th	Snd	4th	33 <sup>rd</sup>							
	lan	Feb	- 1	- 1	May		Jul	Aug	Sep O	Oct	Nov	Dec	
Debris and litter removal	40 Gal	40 Gallons	40 Gallons	20 Gallons	10 gallons	>10 gallons							-
2) Vegetation condition for water quality	Good	Poop	Poog	Good	Poop	Good							
3) Control of Nusance Vegetation- Chemical Applications	Yes	None	Yes	Yes	Yes	Yes							
Algae	Yes	None	Yes	None	Yes	Yes							_
Marginal/Shore Plants	None	None	None	Yes	Yes	None							_
Submerged Plants	None	None	None	Yes	None	None							
Invasives: Mosquite, Willow, Salt Cedar	None	None	None	None	Yes	None							
4) Vegetation removal or request for removal	None	None	None	None	None	None							
5) Monitor slopes inside, top and outside pond banks	Bood	Poog	Good	Good	Good	Good							
6) Monitor Inlet and Outlet and Concrete Ramps Structures Sedimenation build up	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present							
7) Monitor fountain Control panel timers, float, lights, cable, moorings													
8) Mosquito fish	Present	Present	Present	Present	Present	Present							
9) Unusal occurences and Notes	See Note 1	See Note 1	See Note 1 See Note 1 See Note 1 None		None	None							
													-

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

Pond Maintenance Report											
6611 Burnet Lane											
Austin, TX 78757				ŧ		í					
Service Dates	,24th	1st,22nd	10th,24th 8",22nd	8",22nd	13",24th 9", 23"						
1) Debris and litter removal	10 gallons	15 Gallons	20 Gallons	10 Gallons	10 Gallons	<10 gallons	AUR	Sep	DO.	NON	Dec
2) Vegetation condition for water quality	Good	Good	Good	Good	Good	Good					
3) Control of Nusance Vegetation- Chemical Applications	Yes	Yes	Yes	Yes	Yes	Yes					
Algae	Yes	Yes	Yes	None	Yes	Yes					
Marginal/Shore Plants	None	None	None	Yes	Yes	Yes					
Submerged Plants	None	None	None	Yes	None	None					
Invasives: Mosquite, Willow, Salt Cedar	None	None	None	None	Yes	Yes					
4) Vegetation removal or request for removal	None	None	None	None	None	None					
5) Monitor slopes inside, top and outside pond banks	Good	Good	Pood	Poop	Good	Bood					
6) Monitor Inlet and Outlet and Concrete Ramps Structures Sedimenation build up	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present					
7) Monitor fountain Control panel timers, float, lights, cable, moorings											
8) Mosquito fish	Present	Present	Present	Present	Present	Present					
9) Unusal occurences and Notes	None	None	None	None	None	None					

Pond Maintenance Report RR Jacksdaw South											
Aquatic Features, Inc.											
6611 Burnet Lane Austin: TX 78757											
Service Dates	13th,24th	13th,24th 1st,22nd	10th,24th 8 <sup>th</sup> ,22nd	8 <sup>th</sup> ,22nd	13th, 24th 9th, 23rd						
	Jan	Feb	Mar	Apr	May	lut nut	Aug	Sep	Oct	Nov	Dec
1) Debris and litter removal	<10 gallons	<10 gallons	<10 gallons <10 gallons <10 gallons <10 gallons <10 gallons	<10 gallons	<10 gallons	<10 gailons					
2) Vegetation condition for water quality	Good	Poop	Poog	Good	Poog	Good					
3) Control of Nusance Vegetation- Chemical Applications	None	Nane	None	None	Yes	Yes					
Algae	None	None	None	None	Yes	Yes					
Marginal/Shore Plants	None	None	None	None	None	Yes					
Submerged Plants	None	None	None	None	None	None					
Invasives: Mosquite, Willow, Salt Cedar	None	None	None	None	None	Yes					
4) Vegetation removal or request for removal	None	None	None	None	None	None					
5) Monitor slopes inside, top and outside pond banks	Good	Good	Good	Good	Poop	Good					_
6) Monitor Inlet and Outlet and Concrete Ramps Structures Sedimenation build up	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present					
7) Monitor fountain Control panel timers, float, lights, cable, moorings											
8) Mosquito fish	Present	Present	Present	Present	Present	Present					
9) Unusal occurences and Notes	None	None	Nane	None	None	None					

						Yes						
Pond Maintenance Report RR Windmill Aquatic Features, Inc. 6611 Burnet Lane Austin, TX 78757	<u>;</u>	- 1	•	- - -		9 4						
Service Dates	13th,24th <u>Jan</u>	1st,22nd Feb	10th,24th 8",22nd Mar Apr	8",22nd Apr	13",24th May	9°, 23° Jun	ini	Aug	Sep	Oct	Nov	Dec
1) Debris and litter removal	10 gallons	15 Gallons	40 Gallons	40 Gallons	10 Gallons	<10 gallons						
2) Vegetation condition for water quality	Good	Poop	Good	Good	Poop	Good						
3) Control of Nusance Vegetation- Chemical Applications	Yes	None	None	Yes	Yes	Yes						
Algae	Yes	None	None	None	None	None						
Marginal/Shore Plants	None	None	None	Yes	Yes	Yes						
Submerged Plants	None	None	None	Yes	None	None						
Invasives: Mosquite, Willow, Salt Cedar	None	None	None	None	Yes	Yes						
4) Vegetation removal or request for removal	None	None	None	None	None	None						
5) Monitor slopes inside, top and outside pond banks	Good	Good	Good	Good	Good	Good						
6) Monitor Inlet and Outlet and Concrete Ramps Structures Sedimenation build up	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present						
7) Monitor fountain Control panel timers, float, lights, cable, moorings												
8) Mosquito fish	Present	Present	Present	Present	Present	Present						
9) Unusal occurences and Notes	None	None	None	None	None	None						

<b>ÖINFRAMARK</b>	06/14/2022 Erosion C	ontrol Inspe	ction Repor	t
WATER INFRASTRUCTURE OPERATIONS	HEYL / Operate	or: PHILIP I	KEYES	
Reunion Ranch	VIOLATION	PIC#	VIOLATION NUMBER	AMOUNT OF FINE
163 TIFFANIE (LOT 39)	YL OR ECM	1	1	\$500

# **LEGEND**

BRN - bull rock needed; EC measures not held during rain event	1 <sup>st</sup> Violation	\$500
CS - clean street and/or curb area	2 <sup>nd</sup> Violation	\$750
CW - concrete washout, repair, not holding or needed	After 2 <sup>nd</sup>	
ECM - EC measures needed; sod, silt fencing, mulch, curlex, geo textile, etc.	Violation	
OF - orange fencing; repair or needed	\$750	
PBC - properly bed and cover; sewer/water lines, inspection/reinspection needed	Increments	
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		

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

# Inframark CONTACTS: Ronja Keyes 281-608-4361



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<b>OINFRAMARK</b> WATER INFRASTRUCTURE OPERATIONS	06/21/2022 Erosion Con	trol Inspe	ction Repor	t
WATER INFRASTRUCTURE OPERATIONS	HEYL / Operator:	: PHILIP I	KEYES	
Reunion Ranch	VIOLATION	PIC#	VIOLATION NUMBER	AMOUNT OF FINE
567 DELAYNE (LOT 27)	SIP (REPAIR NEEDED)	1	1	\$500

### LEGEND

LEGEND		
BRN - bull rock needed; EC measures not held during rain event	1 <sup>st</sup> Violation	\$500
CS - clean street and/or curb area	2 <sup>nd</sup> Violation	\$750
CW - concrete washout, repair, not holding or needed	After 2 <sup>nd</sup>	
ECM - EC measures needed; sod, silt fencing, mulch, curlex, geo textile, etc.	Violation	
OF - orange fencing; repair or needed	\$750	
PBC - properly bed and cover; sewer/water lines, inspection/reinspection needed	Increments	
RSF - repair silt fencing; replace, extend or needed		
SCO - sewer cap off; repair/missing 4" or 6" adaptor plug		

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

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

# Inframark CONTACTS: Ronja Keyes 281-608-4361



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<b>OINFRAMARK</b> WATER INFRANTISUCTURE OPERATIONS	06/28/2022 Erosion Cont	rol Inspe	ction Repor	
WATER INFRASTRUCTURE OPERATIONS	HEYL / Operator:	PHILIP I	KEYES	
Reunion Ranch	VIOLATION	PIC#	VIOLATION NUMBER	AMOUNT OF FINE
567 DELAYNE (LOT 27)	SIP (REPAIR NEEDED)	1	2	\$750

# **LEGEND**

LEGEND		
BRN - bull rock needed; EC measures not held during rain event	1 <sup>st</sup> Violation	\$500
CS - clean street and/or curb area	2 <sup>nd</sup> Violation	\$750
CW - concrete washout, repair, not holding or needed	After 2 <sup>nd</sup>	
ECM - EC measures needed; sod, silt fencing, mulch, curlex, geo textile, etc.	Violation	
OF - orange fencing; repair or needed	\$750	
PBC - properly bed and cover; sewer/water lines, inspection/reinspection needed	Increments	
RSF - repair silt fencing; replace, extend or needed		
SCO - sewer cap off: repair/missing 4" or 6" adaptor plug		

OTHER - as described in report

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

# Inframark CONTACTS: Ronja Keyes 281-608-4361

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



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# RESOLUTION REGARDING ANNUAL REVIEW OF DISTRICT INVESTMENT POLICY AND INVESTMENT STRATEGIES

THE STATE OF TEXAS §	
THE STATE OF TEXAS §  COUNTY OF HAYS §	*
REUNION RANCH WATER CONTROL	AND IMPROVEMENT DISTRICT
"Board") of Reunion Ranch Water Control than annually, adopt a written instrument by reviewed the District's investment policy a	overnment Code requires the Board of Directors (the and Improvement District (the "District") to, not less y rule, order, ordinance or resolution stating that it has nd investment strategies and the written instrument so ther to the investment policy or investment strategies;
WHEREAS, the Board has reviewed has determined that no changes are needed.	ed its investment policy and investment strategies and
	SOLVED BY THE BOARD OF DIRECTORS OF AND IMPROVEMENT DISTRICT THAT:
	it has reviewed the District's Investment Policy and adopted on July 17, 2018 and determined that no
PASSED AND ADOPTED this 19	th day of July, 2022.
ATTEST:	Dennis Daniel President, Board of Directors
Ronald F. Meyer Secretary, Board of Directors	
[DISTRICT SEAL]	

1\ReunionRanchresolution-invespol2022 7/15/22

# REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT CODE OF ETHICS AND FINANCIAL INVESTMENT, TRAVEL AND PROFESSIONAL SERVICES POLICY

July 17, 2018

# ARTICLE I

# DEFINITIONS

- 1.01. Board. "Board" means the Board of Directors of the District.
- 1.02. <u>Business Organization</u>. "Business Organization" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law through which business is conducted. For the purposes of Section 3.06 below, "Business Organization" shall have the meaning set forth in that Section.
- 1.03. <u>Commission</u>. "Commission" means the Texas Commission on Environmental Quality.
- 1.04. <u>Director</u>. "Director" means a person elected or appointed to serve on the Board of Directors of the District.
- 1.05. <u>District</u>. "District" means Reunion Ranch Water Control and Improvement District.
- 1.06. Employee. "Employee" means a person or Business Organization employed by the District.
- 1.07. <u>Investment Officer</u>. "Investment Officer" means a person appointed by the Board to handle District investment.
- 1.08. Officer. "Officer" means an elected or appointed officer of the District, including an Investment Officer.
- 1.09. <u>Professional Services Procurement Act</u>. "Professional Services Procurement Act" means Subchapter A, Chapter 2254, Texas Government Code, as amended from time to time.
- 1.10. <u>Public Funds Investment Act</u>. "Public Funds Investment Act" means Chapter 2256, Texas Government Code, as amended from time to time.
- 1.11. Public Funds Collateral Act. "Public Funds Collateral Act" means Chapter 2257, Texas Government Code, as amended from time to time.
- 1.12. Qualified Representative. "Qualified Representative" means a person who holds a position with a Business Organization, who is authorized to act on behalf of the Business

Organization, and who is one of the following:

- (A) for a Business Organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;
- (B) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution;
- (C) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool; or
- (D) for an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or, if not subject to registration under that Act, registered with the State Securities Board, a person who is an officer or principal of the investment management firm.
- 1.13. <u>Water Code</u>. "Water Code" means the Texas Water Code, as amended from time to time.

# ARTICLE II

# CODE OF ETHICS

2.01. Subject Matter. This Code of Ethics and Financial Investment, Travel and Professional Services Policy (this "Policy" or "Code of Ethics") is adopted under Sections 49.157 and 49.199 of the Water Code and Public Funds Investment Act. The subject matter of this Policy is addressed by other statutes of the State of Texas, including those governing public meetings, public records, audits, financial management, disqualifications of board members, conflicts of interest, self-dealing and illegal and corrupt practices. This Policy is not intended to supersede or summarize other provisions of applicable law.

# 2.02. Statement of Policy; Purpose of Code.

- A. It is the policy of the District that all District Directors, Officers, and Employees conduct themselves, both inside and outside District service, so as to give no occasion for mistrust of their integrity, impartially or devotion to the best interests of the District in the public trust which it holds.
- B. This Code of Ethics has been adopted to establish guidelines for high ethical standards in official conduct by District Directors, and to provide guidance to District Directors in order to install a high level of public confidence in the Board's professionalism, integrity and commitment to the public interest. Further, this Code of Ethics will serve as a basis for disciplining those who refuse to abide by the terms of this Policy.

# 2.03. Standards of Conduct.

- A. All Directors will conduct themselves with decorum, both at public meetings and in other settings in which he or she may be viewed by the public as acting in an official capacity. All District Directors and Employees will treat each other, and any member of the public appearing at any meeting of the Board, with proper courtesy and respect.
- B. No Director, Officer or Employee may disclose any confidential information, including information gained during any executive session of the Board.
- C. No Director may engage in any conduct prejudicial to the District or that reflects discredit upon the Board.
- D. All Directors must use care in taking any public position on any issue pertaining to the business of the District to distinguish between their individual opinions and the official position of the Board.

# 2.04. Conflicts of Interest.

- A. No Director, Officer, or Employee may transact any business in his or her official capacity with any person or Business Organization with whom or in which he or she has any interest, whether direct or indirect, without the prior approval of the Board, after disclosure and discussion at a posted Board meeting. The District may not transact any business with any Business Organization in which a District Director has any interest, whether direct or indirect, without the prior approval of the Board, after proper disclosure and discussion at a posted Board meeting.
- B. No Director, Officer or Employee may represent, directly or indirectly himself or any private person, Business Organization, group or interest other than the District before the Board, except in matters of purely public concern and when doing so without compensation or remuneration.
- C. If any Director has a personal pecuniary interest, direct or indirect, in any decision pending before the Board, that Director may not discuss or otherwise participate in the consideration of the matter, or vote on the matter, but must disclose the nature and extent of his or her interest in writing prior to any determination of the matter, and abstain from any vote thereon. This paragraph does not apply to any decision made by the Board affecting the District's tax rate, or other fees, charges and rates of the District.
- 2.05. Attendance. All Directors and Officers must consistently attend all meetings of the Board, including all regularly scheduled work sessions. As provided in Section 49.052 of the Water Code, any Director who misses one-half or more of the regular meetings of the Board scheduled within a 12-month period may be removed by the unanimous vote of the other Directors.

# ARTICLE III

# INVESTMENT POLICY

- 3.01. <u>Scope</u>. This Policy applies to all transactions involving the investment assets of the District.
- 3.02. <u>Policy</u>. District funds will be invested in compliance with applicable legal requirements, the guidelines stated in this Policy, each District Investment Strategy, and the restrictions contained in the District's bond resolutions. Effective cash management is recognized as a foundation of this Policy. Notwithstanding the foregoing, investment of District funds is limited to types of investments set forth on the attached <u>Exhibit "A."</u>
- 3.03. Allowable Maturities. Unless otherwise stated in Exhibit "A." the maximum allowable stated maturity of any individual investment may not exceed 180 days and the maximum dollar-weighted average maturity for pooled fund groups based on the stated maturity date for the portfolio may not exceed 60 days. Settlement of all transactions, other than investments in investment pool funds and mutual funds, must be consummated on a delivery versus payment basis.
- 3.04. <u>Investment Objectives</u>. The District's investment portfolio will be planned and managed to take advantage of investment interest as a source of income from all operating and capital funds. In addition, the portfolio will be managed in accordance with the covenants of the District's bond resolutions, including covenants with respect to arbitrage regulations under the U.S. Internal Revenue Code. Consideration will be given to the following objectives:
- A. <u>Safety of Capital</u>. The primary objective of the District is to ensure the preservation and safety of principal.
- B. <u>Liquidity</u>. The District will maintain sufficient liquidity to ensure the availability of funds necessary to pay obligations as they become due.
- C. <u>Return on Investment</u>. The District will seek to optimize return on investments within the constraints of safety and liquidity.
- D. <u>Standard of Care</u>. The District will seek to ensure that all persons involved in the investment process act responsibly in the preservation of District capital. District investments will be made with the exercise of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
- E. <u>Investment Strategies</u>. The District's Investment Strategies are set forth in Exhibit "B" attached hereto.

3.05. Investment Officer; Quarterly Report; Monitoring Investments. Purchases and sales of District investments may only be initiated by an Investment Officer appointed by resolution of the Board. The District's Investment Officers will be required to attend training, in compliance with the Public Funds Investment Act and the Texas Water Code, from an independent source approved by the Board that includes education in investment controls, security rights, strategy rights, market rights, and compliance with the Public Funds Investment Act. The Board may authorize an Investment Officer to invest and reinvest funds of the District in accordance with this Policy. The Investment Officers must submit a written report to the Board on at least a quarterly basis, which sets forth all investment transactions during the previous quarter and which complies with the requirements of the Public Funds Investment Act. The Investment Officer shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by this Policy, the Investment Officer shall notify the Board of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within two weeks after the loss of the required rating. Upon receipt of such notice, the Board will consider the liquidation options in accordance with Section 2256.021, Government Code.

# 3.06. Acknowledgment Required.

portfolio;

A written copy of this Policy shall be presented to any Business Organization offering to engage in an investment transaction with the District. For purposes of this Section 3.06, "Business Organization" means an investment pool or investment management firm under contract with the District to invest or manage the District's investment portfolio that has accepted authority granted by the District under the contract to exercise investment discretion in regard to the District's funds. Nothing in this Section relieves the District of the responsibility for monitoring the investments made by the District to determine that they are in compliance with this Policy. The Qualified Representative of the Business Organization offering to engage in an investment transaction with the District entity shall execute a written instrument in a form acceptable to the District and the Business Organization substantially to the effect that the Business Organization has:

- (1) received and reviewed this Policy; and
- (2) acknowledged that the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the District and the Business Organization that are not authorized by this Policy, except to the extent that this authorization:
  - (A) is dependent on an analysis of the makeup of the District's entire
  - (B) requires an interpretation of subjective investment standards; or
- (C) relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the Business Organization has

accepted discretionary investment authority.

The District's Investment Officer may not acquire or otherwise obtain any authorized investment described in this Policy from a Business Organization that has not delivered to the District the instrument required by this Section.

A list of brokers selling investments to the District is attached hereto as Exhibit "C,"

- 3.07. <u>Collateralization</u>. Funds held at a bank or trust company that are not invested must be collateralized by collateral securities set forth in the Public Funds Collateral Act, to the extent not covered by the Federal Deposit Insurance Corporation (FDIC), the Federal Savings and Loan Insurance Corporation (FSLIC), or their successors.
- 3.08. Review. This Policy and investment performance and security will be reviewed and evaluated at least annually by the Board, or more frequently upon the request of any Director. Following its annual review, and if a review is performed more frequently upon request of a Director, the Board will adopt a written resolution confirming its review of this Policy and the separate investment strategies adopted by the Board. A compliance audit of management controls on investments and adherence to this Policy shall be conducted in conjunction with the District's annual financial audit.

## ARTICLE IV

# FINANCIAL MANAGEMENT

4.01. Accounting Records. The District's financial records will be prepared on a timely basis and maintained in an orderly manner, in conformity with generally accepted accounting principals. These records will be available for public inspection during regular business hours at the District's office.

# 4.02. Audit Requirements.

- A. Until such time as the District is required to file an audit under Section 49.191, Texas Water Code, the District will prepare and file either (i) an annual financial dormancy affidavit under Section 49.197, Water Code, or (ii) an annual financial report and affidavit under Section 49.198, Water Code
- B. At such time as the District is required to comply with Section 49.191, Texas Water Code, the District's fiscal accounts and records will be audited annually, at the expense of the District, by a certified public accountant. District audits will be performed according to generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and any accounting and auditing manuals adopted by the executive director of the Commission. The District will comply with uniform reporting requirements that use "Audits of State and Local Governmental Units" as a guide on audit working papers and "Governmental Accounting and Financial Reporting Standards." In addition, the District's auditor will review management controls on District investments and the District's compliance

with the Policy contained in Article III.

- C. Within 135 days after the close of the District's fiscal year, the District will file a copy of its annual audit report and the annual filing affidavit prescribed by Section 49.194 of the Water Code with the Executive Director of the Commission. If the Board refuses to approve the annual audit report, the Board will file a statement with the audit that explains the reasons for disapproval.
- 4.03. <u>Audit Committee</u>. Upon the District's becoming financially active, the Board will establish an audit committee comprised of one or more Directors and any Employees the Board deems appropriate, and this committee will conduct, at a minimum, an annual review of the District's financial status. The audit committee will monitor variances from the District's budget, and make budget recommendations to the Board. The audit committee will also review the annual District audit, and make recommendations on it to the Board.
- 4.04. <u>Budget</u>. Upon the District's becoming financially active, the Board will adopt an annual budget for use in planning and controlling District costs. This budget will take into consideration all District revenues, including utility fees, taxes and surcharges, if any, and all projected District obligations and expenditures. The District manager will provide a comparison of budgeted expenditures and revenues to actual expenditures and revenues for review on a monthly basis. The approved budget will be reviewed by the Board at least quarterly and all necessary revisions to the budget will require approval of a majority vote of the Board.

## ARTICLE V

# TRAVEL EXPENDITURES AND FEES OF OFFICE

- 5.01. Fees of Office. A Director is entitled to receive fees of office of not more than \$150 per day for each day a Director actually spends performing the duties of a Director. "Performing the duties of a Director" means substantive performance of the management or business of the District, including participation in board and committee meetings and other activities involving the substantive deliberation of district business and in pertinent educational programs. The phrase does not include routine or ministerial activities such as the execution of documents, self-preparation for meetings, or other activities requiring a minimal amount of time.
- 5.02. Reimbursement of Expenses. Reimbursement for travel expenditures and other expenses incurred by a Director upon behalf of the District are subject to approval by the Board. Any Director desiring reimbursement for expenses must present a verified statement to the Board, together with all supporting receipts and invoices.
- 5.03 <u>Conference and Seminar Policy</u>. Directors may attend conferences and meetings at the District's expense only if deemed appropriate by the Board. Unless otherwise approved by the Board, each Director attending a conference or meeting must attend all blocks of educational sessions in order to qualify for reimbursement. Subject to prior Board approval and compliance with the other requirements of the Code of Ethics, and except as provided in 5.03, each Director who attends a conference, business meeting or seminar related to the District business may be

reimbursed for travel, lodging and meal expenses associated with that attendance, as follows:

- A. <u>Travel Expenses</u>. Transportation costs, including but not limited to, airfare, car rental, taxi fare and parking incurred while on official District business will be reimbursed based upon the costs actually incurred by the Director; however, reimbursement for transportation on a common carrier will be limited to tourist/coach rates. Mileage reimbursement for transportation by personal automobile will conform to Internal Revenue Service regulations.
- B. <u>Lodging Expenses</u>. Lodging expenses will be reimbursed based upon costs actually incurred by the Director and will not exceed the amount of lodging expense determined to be reasonable and necessary.
- C. <u>Meal Expenses</u>. Meal expenses will be limited to the amount determined to be reasonable and necessary.
- D. <u>Excluded Expenses</u>. Expenses that are of a personal nature or are not reasonable or necessary to the District business will not be paid or reimbursed by the District.

# **ARTICLE VI**

# COMPLAINTS AND PROCEDURES FOR VIOLATIONS

- 6.01. Complaints. All complaints or allegations of violations of the Code of Ethics must be made in writing, sworn to before a notary public and filed with the District's attorney. A complaint must describe in detail the act that is complained of, and the specific sections of this Code alleged to have been violated. A general complaint, lacking detail, will not be sufficient to invoke the procedures in this section, and anonymous complaints will not be considered.
- 6.02. <u>Initial Determination</u>. Within thirty (30) calendar days of receipt of a complaint, the District's attorney will determine if the facts of the complaint, if true, would constitute a violation of this Code. If the District's attorney determines that the complaint does not contain facts that constitute a violation, the District's attorney will so advise the Board at its next regular meeting.
- 6.03. Report to the Board. If the District's attorney determines that the complaint contains facts that, if true, would constitute a violation, the District's attorney will present a report to the Board. A majority of the members of the Board not implicated by the complaint will determine whether the complaint should be considered or rejected.
- 6.04. Consideration by the Board. To consider a complaint, the Board may convene in executive session as permitted by the Texas Open Meetings Act. The Board member implicated by the complaint will have the right to a full and complete hearing, with the right to call witnesses and present evidence. Any final action, decision or vote will be made in open meeting.

6.05. Reprimand. The failure of a Director to comply with the provisions of the Code will constitute grounds for disciplinary action, which may include but not necessarily be limited to reprimand, and if allowed by law, removal, as deemed appropriate by the other members of the Board.

# **ARTICLE VII**

# PROFESSIONAL SERVICES; BONDS

- 7.01. Selection. Consultants and employees retained to provide professional services to the District, including, but not limited to, legal, engineering, management, accounting and tax collection services, will be selected based upon their qualifications and by majority vote of the Board. In selecting attorneys, engineers, auditors, financial advisors or other professional consultants, the District will follow the procedures required by the Professional Services Procurement Act.
- 7.02. Bond. The Board will require any Employee who handles District funds to provide a bond, in an amount determined by the Board, in accordance with the requirements of Section 49.057(e) of the Water Code.

ADOPTED this 17th day of July, 2018.

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT

**Board of Directors** 

ATTEST:

Thomas L

# EXHIBIT "A" AUTHORIZED INVESTMENTS

- 1. The following obligations of governmental entities and obligations guaranteed by governmental entities are allowed:
  - a. Obligations of the United States or its agencies and instrumentalities;
  - b. Direct obligations of the State of Texas or its agencies and instrumentalities;
  - c. With prior approval of the Board, collateralized mortgage obligations directly issued by the federal government, the underlying security for which is guaranteed by the United States with certain exceptions set forth in the Public Funds Investment Act;
  - d. Other obligations the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the full faith and credit of the United States; and
  - e. With prior approval of the Board, obligations of states, agencies, counties, cities and other political subdivisions having not less than an "A" rating from a nationally recognized investment rating firm.
- 2. Certificates of deposit issued by a bank or savings and loan association doing business in Texas guaranteed by the FDIC or the obligations set forth above in 1.
- With prior approval of the Board, repurchase agreements with a defined termination date, that are secured by a combination of cash and the obligations set forth in 1, require the securities being purchased or cash held to be pledged to the District, held in the District's name or with a third party selected and approved by the District and are placed through a primary government securities dealer or a financial institution doing business in Texas.
- 4. With prior approval of the Board, bankers' acceptance with a stated maturity of 270 days or less that will be liquidated in full at maturity, is eligible for collateral for borrowing from a Federal Reserve Bank, is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency and meets other credit requirements established by the Board.

- With prior approval of the Board, commercial paper with a stated maturity of 270 days or less, rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies; or one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state and meeting other credit requirements established by the Board.
- With prior approval of the Board, money market mutual funds that are no-load and: (a) are registered with and regulated by the Securities and Exchange Commission ("SEC"); (b) have provided the District with a prospectus and other information required by the Securities Exchange Act of 1934 and the Investment Company Act of 1940; (c) have a dollar-weighted average stated maturity of 90 days of fewer; and (d) have an investment objective of maintaining a stable net asset value of \$1 per share.
- Other types of mutual funds which are no-load and: (a) are registered with the SEC; (b) have an average weighted maturity of less than 2 years; (c) are invested exclusively in obligations approved by the Public Funds Investment Act; (d) have a "AAA" rating; and (e) meet certain requirements of investment pools, as set forth in the Public Funds Investment Act.
- 8. Public funds investment pool which meets the criteria as set forth in the Public Funds Investment Act, maintains a "AAA" rating, and have an investment objective of maintaining a stable net asset value of \$1 per share.

# **EXHIBIT "B"**

# INVESTMENT STRATEGIES

Investment Strategies in order of priority:

# A. Investment requirements by fund

- Operating Funds. The District will maintain funds in the operating checking account at its depository bank, TexPool or any qualified money market fund to cover approximately two (2) months of operating needs. The remaining operating funds will be invested in acceptable investments to meet the operating requirements of the District as determined by the annual operating budget adopted by the Board, not to exceed a maximum maturity of one year.
- 2. <u>Tax Collections</u>. Tax collections will be deposited into the District's tax account at its depository bank. The balance will be checked monthly, except during December and January, when the balance will be checked on a weekly basis. Tax receipts will be allocated according to the Order Levying Taxes, then transferred to the operating and debt service accounts.
- 3. <u>Debt Service Funds</u>. The District will maintain an approximate \$1,000 balance in the debt service account at its depository bank. This balance will cover any minimal debt service expenses that may arise. The remaining funds will be invested to mature three (3) to seven (7) days prior to the next bond payment dates.
- 4. <u>Construction Funds</u>. The District will maintain an approximate \$3,000 balance in the construction account at its depository bank. The remaining construction funds will be invested in acceptable investments not to exceed a maximum maturity of one (1) year. Escrowed construction moneys will be maintained in a separate interest-bearing account(s).
- B. Suitability. The District's Investment Officers must understand the District's financial requirements. Appropriate investments will be made to meet the needs of the District. TexPool or a qualified money market fund will be considered acceptable investments if approved by the District's Investment Officers in accordance with the strategies.
- C. Preservation of Capital. A safe investment will allow the District to recover every dollar invested.
- **D.** Liquidity. The District's Investment Officers must invest in securities that are easily and rapidly converted into cash without a substantial loss of value.

- E. Investment Marketability Requirements. All investments must be "marketable" in case the need arises to liquidate an investment before maturity.
- F. Maximum Maturities. To the extent possible, the District will match its investments with anticipated cash flow requirements. As required by the Public Funds Investment Act and the District's Financial Investment Policy, certain investments will have maturity limitations.
- **G. Diversification.** There will be no defined level of investment diversification as long as all funds of the District are invested in accordance with these strategies.
- H. Yield. District funds must be invested to obtain the maximum yield for each time frame taking into consideration the priority of preservation and safety of the principal and the liquidity of the investment.
- I. Annual Review of Investment Strategies. The Board will review these strategies at least annually. Any changes deemed necessary by the Board at the time of each review will be reflected in an amendment to these strategies.

# EXHIBIT "C"

# LIST OF BROKERS

	Phone:Facsimile:	
<i>K</i>		
District Depository:		
	Phone:	
	Facsimile:	



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July 1, 2022

To the Board of Directors and Mr. Bill Flickinger Reunion Ranch Water Control and Improvement District c/o Willatt & Flickinger, PLLC 12912 Hill Country Blvd., Suite F-232 Austin, Texas 78738

Dear Board Members:

We are pleased to confirm our understanding of the services we are to provide Reunion Ranch Water Control and Improvement District (the "District") as of and for the year ended September 30, 2022.

# **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the disclosures (collectively, the "financial statements"), which collectively comprise the basic financial statements of the District as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America ("GAAS") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles ("GAAP") and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Information for the General Fund

Afrilated Company

ML&R WEALTH MANAGEMENT LLC

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We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

Supplemental schedules required by the Texas Commission on Environmental Quality

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

Other supplemental schedules

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

# Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

# **Audit Procedures - Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Revenue recognition property taxes
- Revenue recognition service revenue
- Management override fraud risk

We note that our audit planning procedures are not yet complete, and modifications may be made to these identified significant risks.

# **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

# Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditors' report in an exempt offering document, you agree that the aforementioned auditors' report, or reference to Maxwell Locke & Ritter LLP ("ML&R"), will not be included in any such offering document without our prior permission or consent. With regard to an exempt offering document with which ML&R is not involved, you agree to clearly indicate in the exempt offering document that ML&R is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is also responsible to notify us in advance of your intent to print our report, in whole or in part, for inclusion in a document containing other information and to give us the opportunity to review such printed matter before its issuance. With regard to publishing the financial statements on the District's website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

# Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of the District's key personnel. We will plan the engagement based on the assumption that the District's personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, the District's personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The audit documentation for this engagement is the property of ML&R and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of ML&R personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the cognizant or oversight agency or its designee. The cognizant or oversight agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Jimmy Romell is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in December 2022 and to issue our reports no later than February 2023. To ensure that MLR's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our base fee for these services will be \$13,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered as work progresses and are payable upon presentation.

In the event we are required to respond to a subpoena, court order, or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

Management may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of those additional services. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In accordance with our firm policies, work may be suspended if the District's account becomes significantly overdue and will not be resumed until the District's account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. The District will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The District agrees that ML&R has the right to place advertisements in financial and other newspapers and journals at its own expense describing its services rendered to the District hereunder, provided that ML&R will submit a copy of any such advertisements to the District so that you can consent to the form and content of the advertisements. Without such consent, ML&R agrees not to make any public representations regarding the services rendered to the District, other than including the District in a list of clients served.

# Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of the District's records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

# **Disputes and Claims**

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance or enforcement of this or any prior engagement between them (except actions by the firm to enforce payment of its professional invoices), will, prior to resorting to litigation, be submitted to mediation, and that they will engage in the mediation process in good faith. Any mediation initiated as a result of this engagement shall be administered within the county of Travis, Texas, by the American Arbitration Association, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Texas law without regard to the conflict of laws or provisions thereof. The results of any such mediation shall be binding only upon agreement of each party to be bound. The parties participating in the mediation shall bear their own costs, except that any charges assessed by the mediation organization shall be shared equally by the participating parties.

Any claim arising out of this engagement, except our actions to enforce payment of our invoices, must be asserted within one year from the completion of services or the date any such cause of action accrues, whichever is later, unless otherwise barred by the applicable statute of limitation.

In connection with this engagement, you agree that we may communicate with you or others via email transmission, and by signing this letter you authorize us to do so. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by an addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

The District agrees to hold ML&R and its partners, heirs, executors, personal representatives, successors, and assigns harmless from any and all claims of the District which arise from knowing misrepresentations to ML&R by the management of the District, or the intentional withholding or concealment of information from ML&R by the management of the District. The District also agrees to indemnify ML&R for any and all claims made against ML&R by third parties which arise from any of these actions by the management of the District, as long as ML&R is not negligent in the performance of its services.



We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Maxwell Locke & Ritter LLP

This letter correctly sets forth the understanding of Reunion Ranch Water Control and Improvement District:

Name, Title