



## TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734  
Phone (512) 266-1111 • Fax (512) 266-2790

Notice is hereby given pursuant to V.T.C.A., Government Code § 551, that the Board of Directors of Travis County Water Control and Improvement District No. 17 will hold a regular meeting, open to the public, on Thursday, May 18, 2017, at 6:00 p.m., at the Travis County Water Control and Improvement District offices, at 3812 Eck Lane.

The Consent Agenda allows the Board of Directors to approve all routine, non-controversial items with a single motion, without the need for discussion by the full Board. Any item may be removed from consent and considered individually upon request of a Board member or a member of the public attending the meeting. Any citizen having interest in these matters is invited to attend.

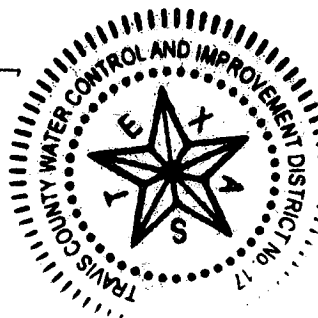
### Items on the Agenda

- I. CALL TO ORDER
- II. ESTABLISH A QUORUM
- III. MANAGER AND COMMITTEE REPORTS
  - A. MANAGER'S REPORT: STATUS OF DISTRICT OPERATIONS, FINANCES, DISTRICT CONSTRUCTION PROJECTS, DEVELOPER CONSTRUCTION PROJECTS, DISTRICT ADMINISTRATION AND MANAGEMENT, DISTRICT PLANNING
  - B. COMMITTEE REPORTS
    1. COMMUNICATIONS / PARKS AND CONSERVATION COMMITTEE REPORT
    2. LEGAL COMMITTEE REPORT
    3. PLANNING COMMITTEE REPORT
    4. BUDGET AND FINANCE COMMITTEE REPORT
    5. POLICY COMMITTEE REPORT
    6. IMPACT FEE ADVISORY COMMITTEE
    7. STORMWATER COMMITTEE
- IV. CONSENT AGENDA
  - A. APPROVE PAY ESTIMATES/CHANGE ORDERS FOR VARIOUS CONSTRUCTION PROJECTS IN THE DISTRICT
    1. Eck Lane WTP Backwash Improvements, Pay Estimate #15-Final, Prota Construction Inc. and Prota Inc., JV
    2. Flintrock Wastewater Treatment Plant Expansion, Pay Estimate #13, PLW Central Texas.
    3. Apache Shores Water Line Improvements – 2016, Pay Estimate #6, Prota Construction, Inc.
  - B. APPROVE PAYMENT OF CURRENT INVOICES
  - C. APPROVE MINUTES – Regular Meeting held April 20, 2017 and Special Meeting held April 25, 2017
- V. PUBLIC COMMENT, 6:30 P.M.
- VI. NEW BUSINESS
  - A. DISCUSS/CONSIDER/TAKE ACTION ON MATTERS WITH THE VILLAS ON LAKE TRAVIS TO INCLUDE:
    1. THE UTILITY OPERATIONS AND SERVICE AGREEMENT BETWEEN THE TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17 AND THE VILLAS ON LAKE TRAVIS; OR
    2. 30-DAY CANCELLATION NOTIFICATION OF SERVICE FOR THE VILLAS ON LAKE TRAVIS
  - B. DISCUSS/CONSIDER/TAKE ACTION ON CUSTOMER REQUEST TO EXTEND WASTEWATER SERVICE TO CLARA VAN DRIVE PROPERTY OWNERS AND THE POTENTIAL FOR A SUBSEQUENT USER FEE FOR WASTEWATER SERVICE – GIL DOMINEY

- C. DISCUSS/CONSIDER/TAKE ACTION REGARDING HUGHES PARK AREA WATERLINE IMPROVEMENTS TO INCLUDE:
  - 1. CONTRACT AWARD AS RECOMMENDED BY THE DISTRICT ENGINEERS; AND
  - 2. VARIANCE OF BID BOND
  
- D. DISCUSS/CONSIDER/TAKE ACTION ON SOLID WASTE AND RECYCLE SERVICES PROVIDED BY PROGRESSIVE WASTE SOLUTIONS OF TX, INC., d/b/a "WC OF TEXAS" FOR WCID17 CUSTOMERS TO INCLUDE:
  - 1. PERFORMANCE REVIEW FOR 2015 AND 2016; AND
  - 2. CONTRACT EXPIRATION OF OCTOBER 1, 2017
  
- E. DISCUSS/CONSIDER/TAKE ACTION REGARDING RECEIPT OF RECOMMENDATIONS FROM IMPACT FEE ADVISORY COMMITTEE AND CONSIDERATION OF ANY AMENDMENTS TO DISTRICT IMPACT FEES INCLUDING:
  - 1. STEINER RANCH WASTEWATER SYSTEM
    - A. CONSIDER RECOMMENDATION FROM IMPACT FEE ADVISORY COMMITTEE THAT FIVE YEAR UPDATE OF LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE IS NOT NEEDED
    - B. APPROVAL OF RELATED PUBLIC NOTICE
  
  - 2. SOUTH DISTRICT (FLINTROCK) WASTEWATER SYSTEM
    - A. CONSIDER RECOMMENDATION FROM IMPACT FEE ADVISORY COMMITTEE ON IMPACT FEE INCREASE
    - B. APPROVAL OF ORDER SETTING PUBLIC HEARING AND RELATED PUBLIC NOTICE
  
  - 3. COMMANDER'S POINT WASTEWATER SYSTEM
    - A. CONSIDER RECOMMENDATION FROM IMPACT FEE ADVISORY COMMITTEE THAT FIVE YEAR UPDATE OF LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN OR IMPACT FEE IS NOT NEEDED
    - B. APPROVAL OF RELATED PUBLIC NOTICE
  
- VII. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEY, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071, REGARDING THE UTILITY OPERATIONS AND SERVICE AGREEMENT BETWEEN THE TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17 AND THE VILLAS ON LAKE TRAVIS
  
- VIII. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEY, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071, REGARDING THE CONTRACT AWARD AND VARIANCE OF BID BOND FOR THE HUGHES PARK AREA WATERLINE IMPROVEMENT
  
- IX. ADJOURNMENT

*Linda R. Sandlin*

Linda R. Sandlin  
Administrative Assistant





## TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

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Phone (512) 266-1111 • Fax (512) 266-2790

*Regular Meeting of the Board of Directors of Travis County Water Control and Improvement District No. 17 was held at the District office located at 3812 Eck Lane on Thursday, April 20, 2017 at 6:00 p.m. This meeting was scheduled and conducted in compliance with the Texas Open Meetings Act.*

**DRAFT**

### I. CALL TO ORDER

President Roberts called the meeting to order at 6:00 p.m. President Roberts thanked General Manager Gernes for her 21 years of public service to District 17 and the South Lake Travis Community. He then welcomed new General Manager, Jason Homan, to his first meeting of the Board of Directors.

### II. ESTABLISH A QUORUM

President Roberts established a quorum of four Directors present; Roberts, Decker, Steed and Ward. He reported that Director Carruthers was out of town on business. General Manager Deborah Gernes, General Counsels Lauren Kalisek and Ashleigh Acevedo, District Engineer Pat Lackey, and incoming General Manager, Jason F. Homan, were also present.

### III. DISCUSS/CONSIDER/TAKE ACTION ON RESOLUTION OF APPRECIATION OF SERVICE FOR GENERAL MANAGER, DEBORAH S. GERNES

President Roberts read a Resolution of Appreciation of Service for General Manager, Deborah S. Gernes

**Motion:** Director Steed to approve the Resolution of Appreciation as read

**Second:** Director Ward

Ayes: 4

Noes: 0

Unanimous

### IV. MANAGER AND COMMITTEE REPORTS

#### A. MANAGER'S REPORT: STATUS OF DISTRICT OPERATIONS, FINANCES, DISTRICT CONSTRUCTION PROJECTS, DEVELOPER CONSTRUCTION PROJECTS, DISTRICT ADMINISTRATION AND MANAGEMENT, DISTRICT PLANNING

General Manager Gernes reported that in addition to her written report:

- The City of Austin was calling their water conservation program "Water Forward" and would continue to remain on one day a week outdoor watering.
- A copy of the Central Texas Water Coalition (CTWC) handouts used at the March 29, 2017 meeting held at the City of Austin was available for review upon request. Gernes reported that the CTWC had contracted with a hydrologist, LRE Water LLC, to perform a firm water analysis of Lake Travis and Buchanan, and that the CTWC was pushing for a sunset review of the Lower Colorado River Authority before the potential of the 2015 review, recommended by the Sunset commission to the 84<sup>th</sup> Legislature, could potentially be reversed in this 85<sup>th</sup> legislative session.

- The South Shore Forum met earlier today, April 20, 2017 and items of interest discussed included:
  - Lakeway Police Station bond education for citizens
  - Commissioner Daugherty’s interest in helping initiate youth ball fields in the west part of Travis County
  - The addition of a cut-over roadway from RR 620 to RR 2222 would be among the early RR 620 road improvements
  - Lake Travis Chamber of Commerce would be hosting “Spring Fest” on April 29, 11:00 AM to 7:00 PM at the Hill Country Galleria in Bee Cave
  - City of Lakeway mayor concerned over legislative proposal [Senate Bill 451] what would limit local government control of short-term home rentals
  - Lake Travis Independent School District superintendent briefed the group on an approximate \$250 million bond that was being drafted
  - The Lake Travis Fire Rescue will be announcing a location for a sixth fire station this fall to serve the Emergency Service District 6
- The raw water module replacement project in Eck Lane Water Treatment Plant B was near completion; however, staff was still working on disposal for the old modules
- Austin Energy inspected the electrical work performed on the Flintrock Wastewater Treatment Plant expansion project and noted that the disconnect for the plant must be relocated to be in the line of site with the transformer. This change order will be performed by T. Morales Electric in an amount of \$52,571 and could cause a potential 10-day delay. The disconnect lever itself is approximately \$45,000.
- Director Decker wanted to inform the Directors and staff that the Lakeway hospital, now owned by Baylor Scott & White Hospital, does not honor all insurances
- President Roberts requested if the water flushed during the conversion to free chlorine for the proactive maintenance within the District distribution system could be recaptured. Manager Gernes explained how recapture would not be possible.

**B. COMMITTEE REPORTS**

1. **COMMUNICATIONS / PARKS AND CONSERVATION COMMITTEE REPORT**
2. **LEGAL COMMITTEE REPORT**
3. **PLANNING COMMITTEE REPORT – APRIL 11, 2017**
4. **BUDGET AND FINANCE COMMITTEE REPORT**
5. **POLICY COMMITTEE REPORT – APRIL 5, 2016**
6. **IMPACT FEE ADVISORY COMMITTEE – APRIL 12, 2017**
7. **STORMWATER COMMITTEE**

**DRAFT**

Manager Gernes reported that the three committees listed above with dates had met and presented the minutes of each meeting. She said recommendations from the Impact Fee Advisory Committee would be presented at the May 18, 2017 Board Meeting.

V. CONSENT AGENDA

A. APPROVE PAY ESTIMATES/CHANGE ORDERS FOR VARIOUS CONSTRUCTION PROJECTS IN THE DISTRICT

1. Eck Lane WTP Backwash Improvements, Pay Estimate #14, Prota Construction Inc. and Prota Inc., JV
2. Flintrock Wastewater Treatment Plant Expansion, Pay Estimate #12, PLW Central Texas.
3. Steiner Ranch Lift Station No. 6 Improvements, Pay Estimates #6 and #7-Final, Austin Engineering Co., Inc.

B. APPROVE PAYMENT OF CURRENT INVOICES

C. APPROVE MINUTES – Regular Meeting held March 16, 2017

Director Roberts asked if there were any questions regarding items on the Consent Agenda.

**Motion:** Director Decker to approve the Consent Agenda as presented

**Second:** Director Ward

Ayes: 4

Noes: 0

Unanimous

VI. PUBLIC HEARING ON UPDATES TO WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN, 6:15 P.M.

President Roberts opened Public Hearing at 6:15 p.m.

*No one in the audience was present to discuss the proposed updates to the Water Conservation and Drought Contingency Plan. President Roberts left the Public Hearing open*

**Motion:** Director Steed to close the Public Hearing

**Second:** Director Decker

Ayes: 4

Noes: 0

Unanimous

President Roberts closed Public Hearing at 7:10 p.m.

VII. PUBLIC COMMENT, 6:30 P.M.

President Roberts opened Public Comment at 6:25 p.m. No public was present at the time.

*President Roberts left Public Comment open for anyone who might arrive and wish to address the Board of Directors*

**Motion:** Director Decker to close Public Comment

**Second:** Director Ward

Ayes: 4

Noes: 0

Unanimous

President Roberts closed Public Comment at 7:10 p.m.

VIII. OLD BUSINESS

**DRAFT**

**A. DISCUSS/CONSIDER/TAKE ACTION ON TACARA 24" WATERLINE OVERSIZING INSTALLATION, CHANGE ORDER REQUEST BY CASEY DEVELOPMENT**

Manager Gernes informed the Directors that the District attorney did mail a letter to Casey Development (CD) regarding the increased costs of this Change Order being partially CD responsibility but that CD was holding firm to their reporting of having no responsibility to pay any portion of the Change Order. Gernes then informed the Directors that she had considered with the District Engineers to post for bids but that due to the nature of this matter and location of work being done over CD property, it was in the best interest of the District not to take any risk by having another contractor bid the work. She recommended approval of the Change Order. President Roberts tabled this item for Executive Session. At the close of Executive Session, Manager Gernes requested approval of the \$226,120.29 change proposal to this final segment of the upsizing from 8" to 24" waterline where the creek running through the CD property has caused the need for boring under the creek rather than using an open cut.

**Motion:** Director Decker to approve the Change Order in the amount not to exceed \$226,120.29

**Second:** Director Ward

Ayes: 4

Noes: 0

Unanimous

**B. DISCUSS/CONSIDER/TAKE ACTION ON SECOND AMENDMENT TO BIG DAVE TOWER LEASE AGREEMENT WITH VERIZON**

Manager Gernes presented the Second Amendment to Ground and Tower Lease Agreement between WCID 17 (Owner) and Verizon Wireless (Tenant). Ms. Gernes reviewed the requested change to include Owner assignment of rights or obligations and terms; and then recommended approval of the agreement.

**Motion:** Director Steed to approve the second amendment to the Big Dave tower lease agreement with Verizon.

**Second:** Director Decker

Ayes: 4

Noes: 0

Unanimous

**IX. NEW BUSINESS**

**DRAFT**

**A. DISCUSS/CONSIDER/TAKE ACTION ON A SUPPLEMENT TO ENGAGEMENT LETTER FOR THE TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 SERENE HILLS DEFINED AREA UNLIMITED TAX BOND ISSUE, SERIES 2017-A, BOND NO. 3 – LLOYD GOSSELINK**

Manager Gernes explained that a Supplement to Engagement Letter was always presented to the General Manager when each new file was opened for attorney representation. Attorney Kalisek explained that she brought this engagement letter to the Directors this time because of the transition to a new General Manager.

**Motion:** Director Decker to execute the Supplement to Engagement Letter for the Serene Hills Defined Area Unlimited Tax Bond Issue, Series 2017-A, Bond No. 3.

**Second:** Director Ward

After brief discussion, President Roberts requested the attorney continue to bring any new supplemental letters to the board until further notice and called for a vote regarding the open motion.

Ayes: 4

Noes: 0

Unanimous

**B. DISCUSS/CONSIDER/TAKE ACTION REGARDING ADJUSTMENT TO BILLING RATES FOR LEGAL SERVICES RENDERED BY LLOYD, GOSSELINK, ROCHELLE & TOWNSEND, PC**

Attorney Kalisek said that every two years a review of the current market rates was performed, as well as consideration of long term representation, and an increase to the billing rates for legal services rendered by Lloyd, Gosselink,, Rochelle & Townsend, PC was being proposed taking both the market rates and longevity of work into consideration. Manager Gernes stated that she recommended the proposed rate increases.

**Motion:** Director Steed to approve the new rate schedule for Lloyd, Gosselink, Rochelle & Townsend, PC as presented.

**Second:** Director Decker

Ayes: 4

Noes: 0

Unanimous

**C. DISCUSS/CONSIDER/TAKE ACTION ON ASSIGNMENT OF ENGINEERING SERVICES AGREEMENT EXECUTED APRIL 21, 2011 BETWEEN TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 AND RIVER CITY ENGINEERING TO TRIHYDRO CORPORATION**

**DRAFT**

District Engineer, Pat Lackey, addressed the Board to express his appreciation to represent WCID 17 over the past 33 years with 27 of the years being as River City Engineering (RCE.) Mr. Lackey went on to explain that for a couple of years he [and his partner, Barbara Lackey] had looked for an internal transition for the company to allow them to step back and consider retirement. He said that as merger offers came to them, they always put the RCE employees and clients interest first and found that Trihydro Corporation brings the opportunity to maintain the same values while improving services for clients and employees. This merger will enable new skill sets such as adding GIS system service; mapping; utility management of records; environmental services; survey services; wildlife management services; geology and ground water mediation. Lackey said Trihydro respected the RCE water and wastewater experience that Trihydro lacked and that this merger would be a natural match for both companies. Lackey said he would continue with Trihydro for five years as an engineer and that the date of this merger was March 31, 2017. He requested that the District accept this assignment and assumption agreement of the RCE contract between RCE and Travis County Water Control and Improvement District No. 17 to transfer its interests from RCE to Trihydro Corporation effective as of April 1, 2017. Director Decker asked what level of authority Mr. Lackey would still have in decision making. Mr. Lackey stated that he would not be a corporate officer but would be able to continue making business decisions for the services he brings to the merger. Director Decker asked how Trihydro Corporation would handle his replacement upon retirement and Mr. Lackey said he believed Trihydro believes in internal depth when applicable.

**Motion:** Director Ward to approve execution by the District of the assignment of the Engineering Services Agreement executed April 21, 2011 between Travis County Water Control and Improvement District No 17 and River City Engineering to Trihydro Corporation

**Second:** Directors Decker and Steed

Ayes: 4

Noes: 0

Unanimous

- D. **DISCUSS/CONSIDER/TAKE ACTION REGARDING CHANGE ORDER FOR FLINTROCK ROAD IMPROVEMENTS BY SMITH CONTRACTING TO RESOLVE WATERLINE CONFLICTS IN AN AMOUNT OF \$15,100.00**

**DRAFT**



Manager Gernes described another utility conflict discovered in the field that required relocation of the District's 8 inch waterline and effluent line at the intersection of Flintrock Road and Pawnee Pass in an amount of \$15,100. She said that the original engineered drainage design of this intersection did not take into consideration where the District lines were. Gernes said the relocation of these two lines would be done by Smith Contracting.

**Motion:** Director Steed to approve the Change Order with Smith Contracting Co. to resolve the relocation of the District's waterline and effluent line as presented

**Second:** Director Decker

Ayes: 4

Noes: 0

Unanimous

**E. DISCUSS/CONSIDER/TAKE ACTION ON AMENDMENTS TO FISCAL YEAR 2017 OPERATING BUDGET**

Manager Gernes reviewed several unexpected expenses that will need to be met during fiscal year 2017 (FY17) that were not included in the September FY17 budget approval. She said the items totaled \$549,050 with an addition \$20,000 proposed to purchase a higher rated fork lift for use at the regional recycling center. Accountant, Leslie Terrell, reviewed the General Fund year-to-date financial standing illustrating that these amendments could be supported. Manager Gernes then recommended approval of the proposed amendments.

**Motion:** Director Ward to accept and approve the amendments, in an amount of \$569,050, to the Fiscal Year 2017 Operating Budget as presented

**Second:** Directors Decker and Steed

Ayes: 4

Noes: 0

Unanimous

President Roberts held a discussion on how to prevent large financial changes to the budget. Engineer Lackey concluded the discussion stating that when projects are developer based, the District is unable to neither watch nor control the details closely.

**F. DISCUSS/CONSIDER/TAKE ACTION TO ADOPT ORDER APPROVING AMENDMENTS TO THE RULES AND POLICIES OF TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 REGARDING:**

Manager Gernes reported that the Policy Committee [Directors Decker and Ward] met April 5, 2017 and would make the following recommendations.

**1. ADDITION OF APPENDICES N, INFORMATION, DATA AND CYBER SECURITY POLICY;**

Manager Gernes explained that Appendices N would memorialize how the District's information, data and cyber security is protected and reviewed the three responsible parties to oversee and enforce the policy [General Manager, Office Manager, and Information Security Officer.] Gernes said specific training would be held annually for the employees to be trained on information security. Director Decker requested the title for the Information Security Officer (ISO) be added to the organizational chart.

**2. POLICY 3.9, AMENDMENT TO BILLING ADJUSTMENTS; AND**

Manager Gernes explained that this addition to the policy relating to billing adjustments would define how unintentional excess water use, due to a water leak on the customer's side, would be calculated. She said this was the policy [since May 10, 1990] that was followed and it was not included in the Service Rules and Policies of the District. She said it would also authorize the general manager to allow adjustments for circumstances outside leak conditions as determined to be fair and reasonable.

**3. POLICY 3.6.1, AMENDMENT TO METER REQUIREMENTS**

Leslie Terrell stated that there are circumstances where a water meter needs to be larger than the one sized for a building based on their fixture unit count. She said one instance where a larger meter would be required, by code, would be to support a required fire protection sprinkler system installation. Therefore, this amendment would allow setting a larger meter and the customer would be billed all associated fees, including Impact Fees, based on the fixture unit count calculation, not the meter size. The monthly service fees will be applied based on the actual meter size installed for service.

**Motion:** Director Ward to adopt the three orders to approve the recommended amendments to the Service Rules and Policies of the District; Appendix N; Policy 3.9 and Policy 3.6.1.

**Second:** Director Decker

Ayes: 4

Noes: 0

**DRAFT**

Unanimous

**G. DISCUSS/CONSIDER/TAKE ACTION TO ADOPT ORDER OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 TO AMEND THE DISTRICT'S SERVICE RULES AND POLICIES - WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN**

Manager Gernes introduced that there were no subtenant changes to the current 2012 Water Conservation and Drought Contingency Plan only updates required for the District's next Five and Ten Year Goals. She stated that a Public Hearing was held earlier tonight with no public in attendance, the District engineer had verified the plan and it was ready to be submitted to the Texas Commission on Environmental Quality and other authorities upon approval.

**Motion:** Director Decker to adopt the Order of the Board of Directors of Travis County Water Control and Improvement District No. 17 to Amend the District's Service Rules and Policies – Water Conservation and Drought Contingency Plan

**Second:** Director Ward

Ayes: 4

Noes: 0

Unanimous

**H. DISCUSS/CONSIDER/TAKE ACTION ON THE UTILITY OPERATIONS AND SERVICE AGREEMENT BETWEEN THE TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17 AND THE VILLAS ON LAKE TRAVIS**

Manager Gernes reported that the contract had not been finalized. Tabled, no action.

**I. DISCUSS/CONSIDER/TAKE ACTION REGARDING LEGISLATIVE UPDATE ON THE 85<sup>TH</sup> LEGISLATIVE SESSION BILLS OF INTEREST**

Attorney Lauren Kalisek referred to several bills before the 85<sup>th</sup> Legislative Session that are of general interest to the District; of local interest; and Public Information / Open Meetings / Ethics. No action.

**J. DISCUSS/CONSIDER/TAKE ACTION REGARDING THE DISTRICT GENERAL MANAGER, JASON F. HOMAN, INCLUDING:**

1. APPROVE FINAL EMPLOYMENT CONTRACT FOR THE DISTRICT GENERAL MANAGER; AND
2. AUTHORIZATION OF A RESOLUTION FOR SIGNATORY RIGHTS ON BEHALF OF TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17

Manager Gernes recommended the Board approve the employment contract for Jason F. Homan and authorize Mr. Homan for signatory rights on behalf of the District.

**Motion:** Director Steed to approve the contract for the District's new General Manager, Jason F. Homan, and authorize signatory rights on behalf of Travis County Water Control and Improvement District No. 17

**Second:** Director Decker

Ayes: 4

Noes: 0

Unanimous

**K. DISCUSS/CONSIDER/TAKE ACTION ON PLANNING FOR DEBORAH S. GERNES RETIREMENT CELEBRATION**

A brief discussion was held regarding the plans for a retirement luncheon honoring Deborah S. Gernes. At the close of discussion, the following motion was made.

**Motion:** Director Ward to honor General Manager Gernes with a \$1,900.00 bonus.

**Second:** Director Decker

Ayes: 4

Noes: 0

Unanimous

**L. DISCUSS/CONSIDER/TAKE ACTION REGARDING WATER AND WASTEWATER LIVING UNIT EQUIVALENT CALCULATIONS FOR CONDOMINIUMS – ASH CREEK HOMES, CANYONSIDE AT FALCONHEAD WEST**

Manager Gernes informed the Directors that the developer of Ash Creek Homes was beginning to design a 6.48 acre tract of land across from the Lake Travis High School, in Lakeway, that was zoned R5 to allow up to 39 condominium units. Gernes said the developer was present to discuss the living unit equivalent (LUE) calculations used for various architectural configurations and asked Mr. Morledge to come forward.

Scott Morledge, of Ash Creek Homes, introduced himself, as the developer, and Project Manager Jenna Edge as the last developer of multi-family land inside Lakeway city limits. He explained the location of the land to be adjacent to the Grove Restaurant in the Honey Creek II subdivision. Mr. Morledge distributed an evaluation of the water and wastewater LUE requirements for condominiums and discussed several architectural scenarios using WCID 17's current LUE requirements for duplexes versus detached condominium residences of the same size for the Honey Creek Condominiums. Mr. Morledge requested the Board consider the 1,800 square foot detached unit be allowed 0.5 wastewater LUE as if the units were attached and known as duplexes because the only difference Ash Creek was proposing was no common wall, not a change in fixture counts or square footage. Mr. Morledge said the irrigation for this development would be done through one central irrigation meter that the condominium association would be responsible for.

Manager Gernes asked if a detached unit would be priced at a higher price than a duplex unit and the reply was yes. Ms. Gernes stated that this was a policy issue and Jason Homan stated that this type of variance could leave the District liable for more variance requests.

**DRAFT**

He continued that this variance would not be beneficial to the District’s recovery of central facility costs. The Board expressed no interest to change the District policy to allow for this variation from the District’s Service Rules and Policies.

No action necessary.

*President Roberts called for a recess at 8:40 p.m. Session was called back to order with all Directors in attendance present at 8:48 p.m.*

**X. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEY, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTIONS 551.071, REGARDING TACARA 24” WATERLINE OVERSIZING INSTALLATION, CHANGE ORDER REQUEST BY CASEY DEVELOPMENT**  
President Roberts opened Executive Session at 8:50 p.m. Executive Session closed at 9:13 p.m. with no action taken in Executive Session.

**XI. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEY, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071, REGARDING THE BIG DAVE TOWER LEASE AGREEMENT WITH VERIZON**  
Executive Session not held

**XII. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEY, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTIONS 551.071, REGARDING ASSIGNMENT OF ENGINEERING SERVICES AGREEMENT WITH RIVER CITY ENGINEERING TO TRIHYDRO CORPORATION**  
Executive Session not held

**XIII. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEY, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTIONS 551.071, REGARDING THE UTILITY OPERATIONS AND SERVICE AGREEMENT BETWEEN THE TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17 AND THE VILLAS ON LAKE TRAVIS**  
President Roberts opened Executive Session at 9:13 p.m. Executive Session closed at 9:23 p.m. with no action taken in Executive Session.

**XIV. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEY, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTIONS 551.071 AND 551.074, REGARDING THE EMPLOYMENT CONTRACT FOR THE DISTRICT GENERAL MANAGER**  
Executive Session not held

**XV. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEY, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTIONS 551.071, REGARDING WATER AND WASTEWATER LIVING UNIT EQUIVALENT CALCULATIONS FOR CONDOMINIUMS**  
Executive Session not held

**XVI. ADJOURNMENT**  
**Motion:** Director Ward to adjourn  
**Second:** Director Steed  
Ayes: 4  
Noes: 0  
Unanimous

President Roberts adjourned the meeting at 9:26 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2017, with a motion

**DRAFT**

by Director \_\_\_\_\_ and a Second by Director \_\_\_\_\_.

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Abstained \_\_\_\_\_

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Secretary



# TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734  
Phone (512) 266-1111 • Fax (512) 266-2790

*A Special Meeting of the Board of Directors of Travis County Water Control and Improvement District No. 17 was held at the Travis County Water Control and Improvement District No. 17 Mansfield Water Treatment Facility, 4506 N FM 620, Austin, Texas, 78732, on Tuesday, April 25, 2017, 12:00 p.m. This meeting was scheduled and conducted in compliance with the Texas Open Meetings Act.*

**DRAFT**

**I. CALL TO ORDER, 11:30 A.M. AT THE DISTRICT OFFICE, 3812 ECK LANE, AUSTIN, TX 78734**

President Roberts called the meeting to order at 11:35 a.m.

**II. ESTABLISH A QUORUM AND TRAVEL VIA SHUTTLE TO THE MANSFIELD WATER TREATMENT FACILITY**

President Roberts established a quorum with all Directors present. Directors traveled by shuttle and personal vehicles to the Mansfield Water Treatment Facility located at 4506 N FM 620, Austin, Texas 78732.

**III. ATTEND AND PARTICIPATE IN A RETIREMENT LUNCHEON TO HONOR GENERAL MANAGER DEBORAH S. GERNES' 21 YEARS OF DISTINGUISHED PUBLIC SERVICE**

President Roberts, along with all Directors, welcomed guests to the retirement luncheon honoring Deborah S. Gernes, General Manager of twenty-one years ~ February 1996 through April 2017. At 12:20 p.m. President Roberts requested guests to move through a buffet line to begin the luncheon.

As lunch concluded, President Roberts thanked Ms. Gernes on behalf of all the Directors for her service and presented a plaque of appreciation. Roberts introduced Jason F. Homan, Ms. Gernes successor. Roberts then opened the microphone for guests that requested speaking to Deborah Gernes and all enjoyed a good round of humor and respect. Manager Gernes thanked everyone for making her 21 years serving the District such a pleasure. Accountant Leslie Terrell concluded the open microphone time by presenting Ms. Gernes with gifts from the staff and Directors. Refreshments followed.

**IV. ADJOURNMENT**

Event concluded by 2:00 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2017, with a motion

by Director \_\_\_\_\_ and a Second by Director \_\_\_\_\_.

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Abstained \_\_\_\_\_

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Alternate Secretary



April 17, 2017

Deborah Gernes  
General Manager  
Travis County W.C.&I.D. No. 17  
3812 Eck Lane  
Austin, Texas 78734

**RE: Clara Van Wastewater Service - Updated**

Dear Ms. Gernes:

We have updated the cost estimate for the preliminary design of a wastewater system to serve the area at the west end of Clara Van Street, originally prepared July 16, 2013 and updated February 19, 2016. The proposed system consists of extending a pressure sewer system from the existing 3-inch force main on Clara Van. Attached is Exhibit 'B', showing the proposed service area and the proposed system.

Based on a review of the service area the system would serve approximately 25 Living Unit Equivalents. This is based on 17 residential properties assigned 1 LUE each and 8 LUEs assigned to the Hurst Harbor Marina.

The proposed system is a low pressure sewer system where individual grinder pump stations would be installed at each residence and at the Hurst Harbor Marina. These grinder pump stations would pump through a proposed system of wastewater force mains to the existing collection system located to the east, where the flows are then conveyed to Lakeway MUD's system for treatment and disposal. The proposed system consists of a 3-inch force main running west along Clara Van to Hurst Harbor Marina and a 2 ½" force main running north to the extent of the system, as shown on Exhibit 'B'.

We have prepared a Preliminary Cost Estimate for this project, attached as Exhibit 'A'. The total estimated project cost for this system is \$305,400. The estimated pro rata share, using 25 LUEs, is \$12,216/LUE. In addition to this amount, each customer would be responsible for paying the Lakeway MUD Impact Fee (for their pro rata share in the treatment and disposal system), the Ryland Homes Subsequent User fee (for their pro rata share in the developer's collection system), and the cost to install their grinder pump station. Below is a summary of all the anticipated costs associated with gaining service.

<u>Category</u>	<u>Cost per LUE</u>
Clara Van Wastewater System	\$12,216
Lakeway MUD Impact Fee	\$7,300
Ryland Homes Subsequent User Fee	\$3,937
Residential Grinder Pump Station (Estimate)	\$10,000
<b>Total Estimated Cost</b>	<b>\$33,453</b>

Sincerely,

  
William F. Peña, P.E.



4-17-2017



**EXHIBIT 'A'**

**TRAVIS COUNTY WCID NO. 17  
CLARA VAN WASTEWATER SERVICE  
PRELIMINARY CONSTRUCTION COST ESTIMATE**

<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
<b>General</b>				<b>\$ 10,400.00</b>
1 Bonding & Insurance (2.5%)	1	LS	\$ 5,200.00	\$ 5,200.00
2 Mobilization (2.5%)	1	LS	\$ 5,200.00	\$ 5,200.00
<b>Wastewater Force Main</b>				<b>\$ 190,295.00</b>
1 3" Schedule 80 PVC	890	LF	\$ 38.00	\$ 33,820.00
2 2 1/2" Schedule 80 PVC	605	LF	\$ 35.00	\$ 21,175.00
3 3" Gate Valve	4	EA	\$ 1,000.00	\$ 4,000.00
4 2 1/2" Gate Valve	1	EA	\$ 900.00	\$ 900.00
5 Cleanout Assembly	2	EA	\$ 5,500.00	\$ 11,000.00
6 Wastewater Service	18	EA	\$ 2,200.00	\$ 39,600.00
7 Street Repair (Assumes 20' wide streets)	3,325	SY	\$ 24.00	\$ 79,800.00
<b>Erosion and Sedimentation Control</b>				<b>\$ 15,438.75</b>
1 Silt Fence	1,495	LF	\$ 3.25	\$ 4,858.75
2 Tree Protection	1,000	LF	\$ 5.00	\$ 5,000.00
3 Soil Retention Matting	300	SY	\$ 3.00	\$ 900.00
4 Revegetation	1,170	SY	\$ 4.00	\$ 4,680.00
Construction Costs				\$ 216,134
Contingency (20%)				\$ 43,227
Engineering, Permitting , Construction Admin				\$ 46,000
<b>TOTAL PROJECT COST ESTIMATE</b>				<b>\$ 305,400</b>

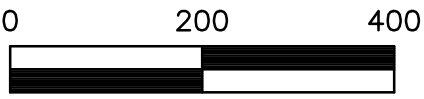
This Construction Cost Estimate is based on River City Engineering's experience, and qualifications, and represents River City Engineering's best judgement. However, since River City Engineering has no control over the cost of labor, materials, equipment or services furnished by others, River City Engineering does not guarantee that the actual construction cost will not vary from the Construction Cost Estimate.

FILE: P:\Projects\6014 (WCID No. 17)\288 - Clara Van Ww\2013\CAD\Exhibits\Clara Van Wastewater System.dwg - TAB: 11X17 PORTRAIT - PLOTTED: 7/17/2013 5:00 PM BY: GLENN POPE









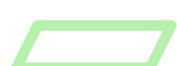

# LAKE TRAVIS



SCALE: 1" = 200'



## LEGEND

-  PROPOSED 2.5IN FORCEMAIN
-  PROPOSED 3IN FORCEMAIN
-  FUTURE FORCEMAIN
- EXISTING FORCEMAIN
  -  2 IN FORCEMAIN
  -  3 IN FORCEMAIN
-  EXISTING LIFTSTATION
-  EXISTING MANHOLE
-  EXISTING CLEANOUT
-  SERVICE AREA
-  W.C.I.D. 17 CONTRACT AREA



3801 SOUTH 1<sup>ST</sup> STREET  
AUSTIN, TEXAS 78704-7047  
PHONE-(512) 442-3008  
FAX-(512) 442-6522

1011 W. COUNTY LINE ROAD, SUITE C  
NEW BRAUNFELS, TEXAS 78130  
PHONE-(830)-626-3588  
FAX-(830)-626-3601

## CLARA VAN WASTEWATER SERVICE

### EXHIBIT 'B'



May 09, 2017

Jason F. Homan  
General Manger  
Travis County W.C.&I.D. No. 17  
3812 Eck Lane  
Austin, Texas 78734

RE: **Travis County W.C.&I.D. No. 17**  
**Hughes Park Area Waterline Improvements Project**

Dear Mr. Homan:

On Tuesday, May 2, 2017 ten (10) bids were received for the above listed project. WPM Construction Services Inc. submitted the lowest Base Bid of \$624,965.00. A copy of the bid tabulation is attached for your review.

Nine (9) of the bidders submitted a Bid Bond through a company holding a certificate of authority from the Secretary of the Treasury of the United States and authorized to act under the laws of the State of Texas as surety. The apparent low Bidder, WPM Construction Services Inc, provided a Bid Bond in their bid submittal but the bonding company was not listed as holding a certificate of authority from the Secretary of the Treasury of the United States. After the bid opening, WPM Construction Services Inc. submitted a revised Bid Bond through a company holding such certificate. WPM Construction Services Inc. also indicated that all bonds required in the construction contract would be through a certified company. We have checked the qualifications and references of the low bidder and find them to be in order. We therefore recommend that the project be awarded to ***WPM Construction Services Inc.***

Sincerely,  
Trihydro Corporation  
Firm #131

A handwritten signature in blue ink that reads "Michael Bevilacqua".

Michael E. Bevilacqua, P.E.

Attachment: Bid Evaluation Tabulation

TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17  
 HUGHES PARK AREA WATERLINE IMPROVEMENTS PROJECT  
 BID TABULATION  
 MAY 2, 2017 - 2:00 P.M.

Item #	Item	Quantity	Unit	WPM CONSTRUCTION		SMITH CONTRACTING CO., INC.		PROTA CONSTRUCTION, INC. AND PROTA INC., JV		AUSTIN ENGINEERING CO., INC.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Bonding, Mobilization and Insurance	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$42,000.00	\$42,000.00	\$40,000.00	\$40,000.00
2	Stormwater Pollution Prevention Plan (SW3P)	1	LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
3	Construction Materials Testing	1	LS	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
4	Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$12,000.00	\$12,000.00
5	Mulch Sock	3,490	LF	\$3.50	\$12,215.00	\$7.00	\$24,430.00	\$2.00	\$6,980.00	\$11.00	\$38,390.00
6	Tree Protection	390	LF	\$9.00	\$3,510.00	\$2.50	\$975.00	\$5.00	\$1,950.00	\$4.00	\$1,560.00
7	Stabilized Construction Entrance	1	LS	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00
8	Triangular Sediment Filter Dike	30	LF	\$7.00	\$210.00	\$4.50	\$135.00	\$20.00	\$600.00	\$15.00	\$450.00
9	Trench & Excavation Safety	4,490	LF	\$1.00	\$4,490.00	\$1.00	\$4,490.00	\$0.25	\$1,122.50	\$2.00	\$8,980.00
10	8-Inch C-900 DR-14 PVC Waterline	4,465	LF	\$61.00	\$272,365.00	\$70.00	\$312,550.00	\$114.00	\$509,010.00	\$80.00	\$357,200.00
11	6-Inch C-900 DR-14 PVC Waterline	25	LF	\$90.00	\$2,250.00	\$90.00	\$2,250.00	\$114.00	\$2,850.00	\$80.00	\$2,000.00
12	8-Inch Gate Valve w/ Valve Box	8	EA	\$1,200.00	\$9,600.00	\$1,500.00	\$12,000.00	\$1,250.00	\$10,000.00	\$1,800.00	\$14,400.00
13	6-Inch Gate Valve w/ Valve Box	1	EA	\$900.00	\$900.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$1,700.00	\$1,700.00
14	8" Heavy Duty Tapping Sleeve & Gate Valve	1	EA	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00
15	Connection to Existing 8-Inch Waterline	1	EA	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
16	Connection to Existing 6-Inch Waterline	1	EA	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00
17	Fire Hydrant Assembly	11	EA	\$4,500.00	\$49,500.00	\$4,500.00	\$49,500.00	\$6,000.00	\$66,000.00	\$4,250.00	\$46,750.00
18	2" Air/Vacuum Combination Release Valve	2	EA	\$2,200.00	\$4,400.00	\$2,500.00	\$5,000.00	\$4,000.00	\$8,000.00	\$2,800.00	\$5,600.00
19	Concrete Retards	58	EA	\$300.00	\$17,400.00	\$320.00	\$18,560.00	\$225.00	\$13,050.00	\$1,100.00	\$63,800.00
20	Single Water Service	39	EA	\$1,200.00	\$46,800.00	\$1,900.00	\$74,100.00	\$1,500.00	\$58,500.00	\$2,250.00	\$87,750.00
21	Pavement Repair	8,950	SY	\$13.50	\$120,825.00	\$15.00	\$134,250.00	\$14.00	\$125,300.00	\$18.00	\$161,100.00
22	Revegetation	1	LS	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$2,637.50	\$2,637.50	\$15,000.00	\$15,000.00
<b>TOTAL BASE BID (ITEMS 1 - 22)</b>					<b>\$624,965.00</b>		<b>\$700,340.00</b>		<b>\$869,000.00</b>		<b>\$873,780.00</b>

Values in red-italics represent corrections from the values listed in the Bid Proposal submitted.

TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17  
 HUGHES PARK AREA WATERLINE IMPROVEMENTS PROJECT  
 BID TABULATION  
 MAY 2, 2017 - 2:00 P.M.

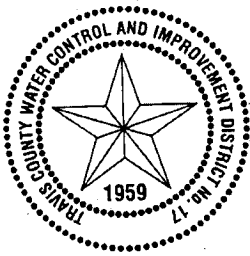
Item #	Item	Quantity	Unit	NELSON LEWIS, INC.		D. GUERRA CONSTRUCTION, LLC.		DENUCCI CONSTRUCTORS, LLC.		DIGG COMMERCIAL, LLC.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Bonding, Mobilization and Insurance	1	LS	\$47,000.00	\$47,000.00	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00	\$54,888.00	\$54,888.00
2	Stormwater Pollution Prevention Plan (SW3P)	1	LS	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$3,300.00	\$3,300.00	\$32,550.00	\$32,550.00
3	Construction Materials Testing	1	LS	\$9,000.00	\$9,000.00	\$1,500.00	\$1,500.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00
4	Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00	\$18,500.00	\$18,500.00
5	Mulch Sock	3,490	LF	<del>\$5.64</del>	\$19,700.00	\$7.50	\$26,175.00	\$15.00	\$52,350.00	\$7.00	\$24,430.00
6	Tree Protection	390	LF	\$5.00	\$1,950.00	\$2.75	\$1,072.50	\$6.00	\$2,340.00	\$14.00	\$5,460.00
7	Stabilized Construction Entrance	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
8	Triangular Sediment Filter Dike	30	LF	\$50.00	\$1,500.00	\$5.00	\$150.00	\$12.00	\$360.00	\$8.00	\$240.00
9	Trench & Excavation Safety	4,490	LF	\$1.00	\$4,490.00	\$2.00	\$8,980.00	\$2.00	\$8,980.00	\$4.00	\$17,960.00
10	8-Inch C-900 DR-14 PVC Waterline	4,465	LF	\$120.00	\$535,800.00	\$96.00	\$428,640.00	\$65.00	\$290,225.00	\$108.00	\$482,220.00
11	6-Inch C-900 DR-14 PVC Waterline	25	LF	\$118.00	\$2,950.00	\$90.00	\$2,250.00	\$60.00	\$1,500.00	\$112.00	\$2,800.00
12	8-Inch Gate Valve w/ Valve Box	8	EA	\$1,500.00	\$12,000.00	\$1,225.00	\$9,800.00	\$1,800.00	\$14,400.00	\$1,600.00	\$12,800.00
13	6-Inch Gate Valve w/ Valve Box	1	EA	\$1,200.00	\$1,200.00	\$865.00	\$865.00	\$1,600.00	\$1,600.00	\$1,300.00	\$1,300.00
14	8" Heavy Duty Tapping Sleeve & Gate Valve	1	EA	\$6,000.00	\$6,000.00	\$5,795.00	\$5,795.00	\$4,500.00	\$4,500.00	\$9,000.00	\$9,000.00
15	Connection to Existing 8-Inch Waterline	1	EA	\$2,000.00	\$2,000.00	\$3,495.00	\$3,495.00	\$1,600.00	\$1,600.00	\$10,000.00	\$10,000.00
16	Connection to Existing 6-Inch Waterline	1	EA	\$2,000.00	\$2,000.00	\$3,245.00	\$3,245.00	\$1,600.00	\$1,600.00	\$7,000.00	\$7,000.00
17	Fire Hydrant Assembly	11	EA	\$4,500.00	\$49,500.00	\$4,575.00	\$50,325.00	\$4,800.00	\$52,800.00	\$7,200.00	\$79,200.00
18	2" Air/Vacuum Combination Release Valve	2	EA	\$2,200.00	\$4,400.00	\$3,045.00	\$6,090.00	\$2,200.00	\$4,400.00	\$5,400.00	\$10,800.00
19	Concrete Retards	58	EA	\$350.00	\$20,300.00	\$1,425.00	\$82,650.00	\$800.00	\$46,400.00	\$430.00	\$24,940.00
20	Single Water Service	39	EA	\$1,750.00	\$68,250.00	\$3,105.00	\$121,095.00	\$1,400.00	\$54,600.00	\$1,820.00	\$70,980.00
21	Pavement Repair	8,950	SY	\$15.00	\$134,250.00	\$18.50	\$165,575.00	\$52.00	\$465,400.00	\$24.00	\$214,800.00
22	Revegetation	1	LS	\$8,000.00	\$8,000.00	\$1,500.00	\$1,500.00	\$22,000.00	\$22,000.00	\$3,500.00	\$3,500.00
<b>TOTAL BASE BID (ITEMS 1 - 22)</b>				<b>\$951,790.00</b>	<b>\$977,202.50</b>	<b>\$1,092,555.00</b>	<b>\$1,099,868.00</b>				

Values in red-italics represent corrections from the values listed in the Bid Proposal submitted.

TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17  
 HUGHES PARK AREA WATERLINE IMPROVEMENTS PROJECT  
 BID TABULATION  
 MAY 2, 2017 - 2:00 P.M.

CENTRAL ROAD & UTILITY, LTD.				PATIN CONSTRUCTION, LLC.				BID ITEM SUMMARY			
Item #	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Min Unit Price	Max Unit Price	Avg Unit Price	Coefficient of Variation
1	Bonding, Mobilization and Insurance	1	LS	\$58,000.00	\$58,000.00	\$65,000.00	\$65,000.00	\$30,000.00	\$65,000.00	\$44,188.80	0.27
2	Stormwater Pollution Prevention Plan (SW3P)	1	LS	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$1,500.00	\$32,650.00	\$7,435.00	1.22
3	Construction Materials Testing	1	LS	\$8,400.00	\$8,400.00	\$10,000.00	\$10,000.00	\$1,000.00	\$15,000.00	\$7,690.00	0.6
4	Traffic Control	1	LS	\$52,000.00	\$52,000.00	\$12,000.00	\$12,000.00	\$4,000.00	\$52,000.00	\$15,950.00	0.85
5	Mulch Sock	3,490	LF	\$9.00	\$31,410.00	\$11.90	\$41,531.00	\$2.00	\$15.00	\$7.95	0.49
6	Tree Protection	390	LF	\$4.25	\$1,657.50	\$3.50	\$1,365.00	\$2.50	\$14.00	\$5.60	0.62
7	Stabilized Construction Entrance	1	LS	\$1,300.00	\$1,300.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,800.00	\$1,450.00	0.16
8	Triangular Sediment Filter Dike	30	LF	\$15.00	\$450.00	\$10.00	\$300.00	\$4.50	\$50.00	\$14.65	0.91
9	Trench & Excavation Safety	4,490	LF	\$1.10	\$4,939.00	\$1.50	\$6,735.00	\$0.25	\$4.00	\$1.59	0.64
10	8-Inch C-900 DR-14 PVC Waterline	4,465	LF	\$134.00	\$598,310.00	\$165.00	\$736,725.00	\$61.00	\$165.00	\$101.30	0.33
11	6-Inch C-900 DR-14 PVC Waterline	25	LF	\$135.00	\$3,375.00	\$160.00	\$4,000.00	\$60.00	\$160.00	\$104.90	0.28
12	8-Inch Gate Valve w/ Valve Box	8	EA	\$1,875.00	\$15,000.00	\$2,000.00	\$16,000.00	\$1,200.00	\$2,000.00	\$1,575.00	0.18
13	6-Inch Gate Valve w/ Valve Box	1	EA	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00	\$865.00	\$1,700.00	\$1,286.50	0.24
14	8" Heavy Duty Tapping Sleeve & Gate Valve	1	EA	\$6,400.00	\$6,400.00	\$6,000.00	\$6,000.00	\$4,000.00	\$9,000.00	\$5,819.50	0.23
15	Connection to Existing 8-Inch Waterline	1	EA	\$2,800.00	\$2,800.00	\$5,000.00	\$5,000.00	\$1,600.00	\$10,000.00	\$3,269.50	0.79
16	Connection to Existing 6-Inch Waterline	1	EA	\$2,800.00	\$2,800.00	\$5,000.00	\$5,000.00	\$1,500.00	\$7,000.00	\$2,894.50	0.62
17	Fire Hydrant Assembly	11	EA	\$5,000.00	\$55,000.00	\$6,000.00	\$66,000.00	\$4,250.00	\$7,200.00	\$5,132.50	0.19
18	2" Air/Vacuum Combination Release Valve	2	EA	\$5,200.00	\$10,400.00	\$5,000.00	\$10,000.00	\$2,200.00	\$5,400.00	\$3,454.50	0.38
19	Concrete Retards	58	EA	\$100.00	\$5,800.00	\$500.00	\$29,000.00	\$100.00	\$1,425.00	\$555.00	0.76
20	Single Water Service	39	EA	\$3,350.00	\$130,650.00	\$1,500.00	\$58,500.00	\$1,200.00	\$3,350.00	\$1,977.50	0.37
21	Pavement Repair	8,950	SY	\$19.80	\$177,210.00	\$25.00	\$223,750.00	\$13.50	\$52.00	\$21.48	0.53
22	Revegetation	1	LS	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$1,500.00	\$22,000.00	\$8,913.75	0.71
<b>TOTAL BASE BID (ITEMS 1 - 22)</b>					<b>\$1,184,001.50</b>		<b>\$1,315,006.00</b>				

Values in red-italics represent corrections from the values listed in the Bid Proposal submitted.



## TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT 17

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

Date: May 11, 2017  
To: Leslie Terrell *LT*  
Cc: Jason Homan *A*  
From: Lisa Vickery  
Subject: IESI Performance of 2015-mid-2017

During these last two years, IESI, now Waste Connections Inc (WC), has continued to provide WCID 17 customers with weekly trash and recycling service.

### Changes

- Current enrollment is 1716
- Costs to WCID17 have been reduced periodically. March 2015 - \$17.25, April 2016 - \$15.72, Jan 2017 - \$15.34, with the most recent adjustment to \$15.00. Although the actual service expense has been reduced, the customer's cost/fee for service has remained at \$19.00 per month.
- Due to the volume increase over this time period, my work time allotted for enrollments, cancellations and invoice review to validate charges for each customer has increased to an average of 45 hours per month.

### Customer Satisfaction

- WC responds in a timely manner to all customer complaints and currently receives very few calls. The District office may receive 2-5 calls per week.

### Customer Complaints

- Most calls are a complaint that the trash/recycling was missed, or containers have not been delivered yet.

### Overall Review

- WC provides a timely, cost efficient service to our customers. The working relationship that has been developed between the District and key WC employees has made the entire process very efficient and streamlined in communication.

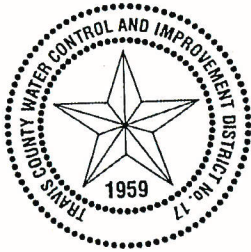
Proposed Timeline Should Board not Ratify Contract Renewal with  
Progressive Waste Solutions of TX, Inc., d/b/a/ "WC of Texas"

Timeframe – RFP Solid Waste / Recycling, 2017

Current contract expires October 1, 2017

- 1) Place on May 18, 2017 agenda for D/A renew or RFP
- 2) Send notice to newspaper by June 5 for print on 8th & 15th
- 3) Have RFP packets ready to go June 8
- 4) Field questions through July 6
- 5) Reply to questions July 21
- 6) Open Bids August 3, 2:00 p.m.
- 7) Negotiate during next two weeks
- 8) Recommendation to Directors August 17, 2017
- 9) Implement October 1, 2017 if change is made regarding company, pricing, etc.





# TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT 17

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

June 5, 2017

## PROPOSAL

Statesman Classified

Delivery via email: [legals@statesman.com](mailto:legals@statesman.com)

From: Linda Sandlin

WCID17 would like to have the following Invitation for Bids print in the June 8 and 15, 2017 edition of the Austin American Statesman, legal notice section. I would appreciate an affidavit of the notices mailed to my attention: Linda Sandlin, WCID 17, 3812 Eck Lane, Austin, TX 78734.

### INVITATION FOR BIDS

Travis County Water Control & Improvement District 17 invites the submission of sealed Bids from bidders for: Solid Waste and Recyclable Materials Collection Services.

The work shall consist of services rendered to the District to include the furnishing of all labor, tools, equipment and materials, supplies and services necessary to satisfactorily collect Refuse and Recycle Materials from Residential Units within the District, to transport collected Refuse to an authorized disposal location, and to properly dispose of such Refuse and curbside collection, processing and marketing of designated recyclables.

Specifications and bidding documents will be available at Travis County WCID 17, 3812 Eck Lane, Austin TX 78734 beginning at noon, Thursday, June 8, 2017. All questions regarding Request for Proposal must be received by July 6, 2017, 2:00 PM (CST) in writing via email to [lsandlin@wcid17.org](mailto:lsandlin@wcid17.org). The subject line shall read: "Questions for Solid Waste Collection Services RFP."

Sealed Bids, using the Request for Proposal for Solid Waste Collection Services available from the District, must be returned to the attention of: General Manager, Travis County WCID 17, 3812 Eck Lane, Austin TX 78734 by 2:00 PM (CST) on Thursday, August 3, 2017. All Bids must be sealed and the envelope clearly marked, "Confidential Solid Waste Collection Services Proposal Enclosed." Recommendations will be made to the Board of Directors on August 17, 2017, with estimated implementation of October 1, 2017.

- E. Bond and Insurance Information  
 The selected contractor shall at all times during the term of the contract maintain in full force and effect the insurance coverage of the types and amounts set forth in the signed contract. The selected contractor will furnish evidence satisfactory to the District to the effect that such insurance has been procured and is in force, and the certificates shall name the District as an additional insured.

Performance bonds must be executed in a form acceptable to the District.

### III. Procedural Instructions

- A. Intent  
 The RFP process is intended to result in the selection of a contractor whose proposal, conforming to the RFP, will be most advantageous to the District in price for the services and other factors considered. The District desires that the contractor will be fairly compensated for services rendered to the District to include the furnishing of all labor, tools, equipment and materials, supplies and services necessary to satisfactorily collect Refuse from Residential Units within the District, to transport collected Refuse to an authorized disposal location, and to properly dispose of such Refuse and curbside collection, processing and marketing of designated recyclables.

The District is not bound to select one contractor for both District waste and recycling services but may instead choose different contractors for these services.

- B. RFP Questions  
 Questions regarding the proposal process or specific aspects of this RFP must be in writing via e-mail to [lsandlin@wcid17.org](mailto:lsandlin@wcid17.org), no later than **2:00 PM (CST) July 6, 2017**. The subject line shall read: ***“Questions for Solid Waste Collection Services RFP.”*** Phone calls and faxes WILL NOT be accepted. Questions will be consolidated and provided via e-mail to all proposers on record as having received the RFP.

- C. Timeline

RFP distributed to Contractors:	June 8, 2017
Publication in <i>Lake Travis View</i> &: <i>Austin American Statesman</i>	June 8 & June 15, 2017
Questions regarding RFP, via email:	July 6, 2017 by 2:00 PM (CST)
Responses to Questions, via email:	July 21, 2017
Proposals due from contractors, sealed envelope:	Aug 3, 2017 (Thurs) by 2:00PM (CST)
Recommendation to Board of Directors:	August 17, 2017
Estimated Implementation:	October 1, 2017



WASTE CONNECTIONS, INC.  
*Connect with the Future*

June 23, 2016

Re: Notification of Merger of Progressive Waste Solutions Ltd. and Waste Connections, Inc.

To Whom It May Concern:

This letter is to notify you to that on June 1, 2016, Waste Connections, Inc., a Delaware corporation ("Waste Connections"), acquired and combined with Progressive Waste Solutions Ltd., a Canadian corporation ("Progressive Waste"), the parent company of Progressive Waste Solutions of TX, Inc.

Waste Connections is one of North America's largest full-service waste management companies. It provides non-hazardous solid waste collection, recycling, and disposal services to commercial, industrial, municipal and residential customers in 32 U.S. states.

The transaction was structured as a reverse merger pursuant to which Waste Connections merged with a direct subsidiary of Progressive Waste. At closing, Waste Connections was renamed "Waste Connections US, Inc." and is now a wholly owned subsidiary of Progressive Waste, and Progressive Waste was renamed "Waste Connections, Inc."

The combined company will be led by the current Waste Connections management team. The Board of Directors for the combined company is comprised of all five former members of Waste Connections' Board and two former members of Progressive Waste's Board. The combined company will maintain headquarters in The Woodlands, Texas and Canadian operating headquarters in Toronto, Ontario.

The ownership of Progressive Waste Solutions of TX, Inc. has not changed. Progressive Waste Solutions of TX, Inc. has not sold, transferred, or otherwise assigned any of its contracts or assets to any third party. Additionally, Progressive Waste Solutions of TX, Inc. will continue to operate under the same Federal tax ID number. Progressive Waste Solutions of TX, Inc.'s name will not change at this time; however, it will begin operating under the fictitious business name of "WC of Texas".

If you have any questions, please contact me at the number or email address listed below.

Sincerely,

PROGRESSIVE WASTE SOLUTIONS OF TX,  
INC., d/b/a WC OF TEXAS

Robert A. Nielsen, III  
Regional Vice President

act 005085399



**AGREEMENT FOR THE COLLECTION, HAULING, AND RECYCLING OR  
DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS  
BETWEEN PROGRESSIVE WASTE SOLUTIONS OF TX, INC. AND TRAVIS  
COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17**

**OCTOBER 1, 2012**

**AGREEMENT FOR THE COLLECTION, HAULING, AND RECYCLING OR  
DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS  
BETWEEN PROGRESSIVE WASTE SOLUTIONS OF TX, INC. AND TRAVIS  
COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17**

THIS AGREEMENT (this "Agreement") is made and entered into as of October 1, 2012, by and between Progressive Waste Solutions of TX, Inc., a Texas corporation (the "Service Provider"), and the Travis County Water Control and Improvement District No. 17, a political subdivision of the State of Texas (the "District") (the Service Provider and District are collectively referred to as the "Parties").

**RECITALS**

WHEREAS, the District, subject to the terms and conditions set forth herein, desires to enter into this Agreement with the Service Provider, so that the Service Provider will collect, haul, and recycle or dispose of Municipal Solid Waste and Recyclable Materials (as such terms are defined herein) generated from District water and/or wastewater customers located within the geographic area more specifically described in Exhibit "A" (the "Service Area"), that desire such services; and

WHEREAS, the Service Provider desires enter into this Agreement with the District to collect, haul, and recycle or dispose of Municipal Solid Waste and Recyclable Materials from any and all District water and/or wastewater customers located within the Service Area that request such services; and

WHEREAS, the District does not have the authority to require the residents and/or landowners within the Service Area to request the services to be offered by the Service Provider under this Agreement; and

WHEREAS, in accordance with the terms and conditions of this Agreement, the District will work with the Service Provider and its water and/or wastewater customers located within the Service Area so that the Service Provider can collect, haul, and recycle or dispose of Municipal Solid Waste and Recyclable Materials from such residents and/or landowners that desire such services.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged and confessed, the Parties hereby agree as follows:

## AGREEMENT

### **SECTION 1. PURPOSE OF AGREEMENT.**

This Agreement states the terms and conditions on which the Service Provider will offer recycling and solid waste disposal services, on behalf of the District, to the District and to certain landowners and/or residents within the boundaries of the District and the Service Area.

### **SECTION 2. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Bag** – Paper or plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) lbs.

**Bulky Item** - Any item not measuring in excess of either sixty (60) inches in length, two (2) cubic yards, or forty (40) pounds in weight, including, but not limited to, Christmas Trees, refrigerators, stoves, washing machines, water tanks, chairs, couches and other similar household items.

**Bundles** - Items not measuring in excess of either sixty (60) inches in length, four (4) inches in diameter, two (2) cubic yards, or forty (40) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

**Bureau** - The United States Department of Labor's Bureau of Labor Statistics.

**Business Day** - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City of Austin.

**Commercial Unit** - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

**Construction and Demolition Waste** - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Items.

**Container** - Any receptacle, including, but not limited to, dumpsters, Roll-Offs, and Roll-Outs, provided by the Service Provider to Customers or the District for collecting Municipal Solid Waste or Recyclable Materials. Containers are designed to hold between sixty five (65) gallons and forty (40) cubic yards of Solid Waste and/or Recyclable Materials.

**CPI-U** - shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Bureau.

**Customer** – a Residential Unit landowner and/or resident or Commercial Unit located within the Service Area that Service Provider is required to render Services (as such term is defined herein) in accordance with Section 3 of this Agreement. Each Customer shall also be a water and/or wastewater customer of the District at the time Services are rendered.

**Effective Date** – October 1, 2012.

**Hazardous Waste** - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

**Handicapped Residential Unit** - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of the members of a Handicapped Residential Unit shall be certified by the District General Manager and agreed to by the Service Provider.

**Holidays** - The following days:

- (1) New Year's Day (January 1st);
- (2) Memorial Day;
- (3) Independence Day (July 4th);
- (4) Labor Day;
- (5) Thanksgiving Day; and
- (6) Christmas Day (December 25th).

**Landfill** - Any facility or area of land receiving Municipal Solid Waste and operating under the regulation and authority of the TCEQ within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

**Multi-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

**Municipal Solid Waste** - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

**Recyclable Materials** – Recyclable Materials shall include the following:

(1) Newspapers, magazines, phone books, and catalogs, and other paper items such as mail, paper bags or other paper (excluding pizza boxes, wet, soiled, or food-stained paper, milk and juice cartons, wrapping paper and gift bags, paper towels, facial or toilet tissue, dark-colored envelopes and folders);

(2) Glass bottles and jars (excluding broken glass, light bulbs, dishes, and cups, mirrors, windows, ceramics and other glass products);

(3) Metal cans composed of tin, steel or aluminum, metal lids from glass jars, and empty aerosol cans (excluding scrap metal, aluminum foil, coat hangers, paint and solvent containers);

(4) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5, #6, and #7; and

(5) Corrugated cardboard and paper board flattened or cut down to 2 feet by 2 feet in size.

**Recycling Container** – A Container with at least sixty-five (65) gallons of capacity and provided by the Service Provider for the collection of Recyclable Materials.

**Residential Unit** - Any residential dwelling that is either a Single-Family Residential Unit, a Multi-Family Residential Unit, or a Handicapped Residential Unit.

**Roll-Off** - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

**Roll-Out** - A Container with ninety-six (96) gallons of capacity.

**Service Area** - the geographic area more specifically described in Exhibit "A" of this Agreement, attached hereto and incorporated herein for all purposes.

**Services** – services rendered by Service Provider to District as more specifically described in Section 3.A. of this Agreement.

**Single-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

**Solid Waste** - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(38) whether such waste is mixed with or constitutes Recyclable Materials.

**TCEQ** – The Texas Commission on Environmental Quality, or its successor agencies.

**Term** – This provision shall have the meaning provided in Section 12 of this Agreement.



**White Good** - Any item not measuring in excess of either two (2) cubic yards in size, five (5) feet in length, or forty (40) pounds in weight, and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

### **SECTION 3. OPERATIONS.**

A. **Scope of Operations.** The Service Provider understands and agrees to provide the Services (as such term is defined herein) to the District in accordance with the terms and conditions of this Agreement. It is expressly understood and agreed by the Parties that the Service Provider, on behalf of the District, shall collect, haul, and recycle or dispose of all Municipal Solid Waste and Recyclable Materials (i) generated and accumulated by Customers and by certain District-owned facilities, and (ii) placed within Containers by those Customers and District-owned facilities receiving such services of the Service Provider in accordance with this Agreement (or otherwise generated and accumulated in the manner provided herein), all within the Service Area (the "Services"). Service Provider shall only provide the Services to the Customers as indicated by the District in accordance with Section 3.C., below. The Parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted, so long as such damage occurs as a result of such private pavement or accompanying sub-surface of any route not being capable of supporting the weight of the Service Provider's vehicles or Containers.

B. **Nature of Operations.** The District shall not have title to any Municipal Solid Waste or Recyclable Materials collected, hauled and recycled or disposed of by the Service Provider within the Service Area. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

C. **Customers.** The District shall create and maintain a current list of Customers. The District shall provide the Service Provider with such list of Customers in written or electronic form no less frequently than once per month. Except as otherwise provided in this Agreement, the Service Provider shall provide the Services, on behalf of the District, to each Customer on the list, within one (1) week of the Service Provider receiving such list.

D. **Collections.** Except as otherwise provided in this Agreement, the Service Provider shall collect Municipal Solid Waste and Recyclable Materials from the Customers and District-owned facilities on a designated day of each week between 7:00 a.m. and 6:00 p.m.

### **SECTION 4. RESIDENTIAL UNIT CUSTOMER COLLECTIONS.**

A. **Residential Unit Customers.** The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Residential Unit Customers once per week; provided, that (i) such Municipal Solid Waste and Recyclable Materials are placed in Containers provided by the Service Provider, Bags, and/or Bundles, and (ii) such Containers, Bags, and/or Bundles are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit

Customer no later than 7:00 a.m. on the scheduled collection day. This Section 4 is subject to the limitations of Section 7 regarding the collection of Bundles.

B. Excess or Misplaced Municipal Solid Waste. The Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider plus up to a maximum of three (3) Bags plus properly tied and sized Bundles. Municipal Solid Waste and Recyclable Materials in excess of the Containers', Bags', or Bundles' limits, or placed outside or adjacent to the Containers, Bags, or Bundles, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion, such as the annual collection of Christmas Trees. If the excess or misplaced Municipal Solid Waste and/or Recyclable Materials continues, the Service Provider shall require the Residential Unit Customer, in a manner approved by the District prior to implementation, to utilize an additional Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.A. hereto.

C. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Unit Customers with house-side collection of their Containers, Bags and/or Bundles; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit Customer of such special need. The Service Provider shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the Services provided hereunder to Customers.

#### **SECTION 5. COMMERCIAL UNIT COLLECTIONS.**

The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Commercial Unit Customers once per week; provided, that (i) such Municipal Solid Waste and Recyclable Materials are placed in Containers provided by the Service Provider, and (ii) such Containers are placed within five (5) feet of the curbside or right of way adjacent to the Commercial Unit Customer no later than 7:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial Unit Customers, and to increase or decrease, as necessary, the number of Containers so that Commercial Unit Customers' Municipal Solid Waste and Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereof.

#### **SECTION 6. SPECIAL COLLECTIONS AND SERVICES.**

A. District-Owned Locations. The Service Provider will provide, at no cost to the District, an adequate number of Containers to collect Municipal Solid Waste and/or Recyclable Materials

at certain District-owned locations once per week, as needed. Specifically, the provisions of this Section 6.A. shall apply to the following locations (the number of Containers are indicated in parenthesis):

<b>Locations</b>	<b>Containers</b>
2200 Lohman Spur	Two (2) Roll-Outs One (1) 65-Gallon Recycling Container
3812/3900 Eck Lane	One (1) 6 cubic yard Container Two (2) 65-Gallon Recycling Containers
3315 ½ North Quinlan Park	Two (2) 3 cubic yard Containers Two (2) 65-Gallon Recycling Containers

B. Monthly Clean-Up. In addition, the Service Provider will provide, at no cost to the District, one (1) thirty (30) cubic yard Roll-Off with one (1) haul of such Roll-Off to collect Municipal Solid Waste at the District’s Monthly Clean-Up. The District shall be charged \$400 per additional haul required. The event shall be only for District’s use at its discretion, and such event shall be scheduled at least seven (7) days in advance at a time and location mutually agreed to by the Parties.

C. Homeowners Association Locations. So long as any of the members of a homeowners association located within the Service Area are receiving the Services, the Service Provider agrees to provide a Container and collect, haul, and recycle or dispose of Municipal Solid Waste and Recyclable Materials, at no cost to the District or such homeowners association, from a certain single location identified by that homeowners association as needed for special events only, upon request from such homeowners association. Homeowners associations entitled to receiving such service shall be included on the Customer List prepared in accordance with Section 3 of this Agreement.

**SECTION 7. BULKY ITEMS AND BUNDLES.**

A. Pre-Arranged Collections. The Service Provider will collect a maximum of three (3) Bulky Items and Bundles from Residential Unit Customers once per week as a part of the regular collection service; provided, that the Bulky Items or Bundles (i) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (ii) are reasonably contained, and (iii) do not exceed two (2) cubic yards in total volume, five (5) feet in length, four (4) inches in diameter for Bundles, or have any individual item exceeding forty (40) pounds in weight. The Service Provider shall only be responsible for collecting, hauling and disposing Bulky Items and Bundles from those Residential Unit Customers that have complied with this Section 7.A. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections. It is understood and agreed that the service provided under Section 7.A. does not include the collection of Bulky Items and Bundles composed of Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However,

the Service Provider may negotiate an agreement on an individual basis with a Customer regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

#### **SECTION 8. TITLE TO EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. The District shall not be liable under any circumstances for any damaged or lost Containers that have been furnished by Service Provider to Customers.

#### **SECTION 9. RATES AND FEES.**

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Residential Unit Customer Services. For the Services provided to Residential Unit Customers under Section 4.A. hereof, the Service Provider shall charge the District (i) \$16.80 per month for the first year of the Term of this Agreement and \$17.30 per month for the second year of the Term of this Agreement (the rates for years three (3) through five (5) will be as adjusted from the second year rate in accordance with Section 10 hereof) for each Residential Unit Customer utilizing one (1) Roll-Out and one (1) Recycling Container, plus (ii) \$7.00 per month for each additional Roll-Out utilized by such Residential Unit Customer, if any, and (iii) \$4.00 per month for each additional Recycling Container used by such Residential Unit Customer, if any. Throughout the Term of this Agreement, the Service Provider agrees to waive any service termination fees for current customers of the Service Provider who request to become Customers. The foregoing rates apply to all Residential Unit Customers that are located within the Service Area and are billed by the District for water and/or sewer services.

B. Commercial Unit Customer Services. For the Services provided to Commercial Unit Customers under Section 5 hereof, the Service Provider shall charge the District (i) \$21.80 per month for the first year of the Term of this Agreement and \$22.46 per month for the second year of the Term of this Agreement (the rates for years three (3) through five (5) will be as adjusted from the second year rate in accordance with Section 10 hereof) for each Commercial Unit Customer utilizing one Roll-Out and one Recycling Container, plus (ii) \$8.00 per month for each additional Roll-Out utilized by such Commercial Unit Customer, if any, and (iii) \$5.00 per month for each additional Recycling Container used by such Commercial Unit Customer, if any.

C. Roll-Off Services. Subject to adjustment by the Service Provider in its sole discretion, for the services provided under Sections 7.B. and 11 hereto, the Service Provider will negotiate separate agreements with each Customer on an individual basis regarding the Roll-Off Services to be provided, if any. Such Roll-Off Services are not Services, and will be billed directly to such Customer and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.C. must be located within the Service Area, in accordance with District policies.

D. Billing Schedule. Except as otherwise provided in this Agreement, the Service Provider will bill the District on a monthly basis for Services rendered to Customers, in accordance with this Section and Section 15.

#### **SECTION 10. RATE ADJUSTMENT.**

There shall be no changes to the rates contained in Section 9 except as provided in this Section 10. During the first year of the Agreement, the rates contained in Section 9 hereof, for the first year of the Term of this Agreement shall be subject to adjustment in accordance with Section 10.D. only. During the second year of this Agreement, the rates contained in Section 9 hereof, for the second year of the Term of this Agreement shall be subject to adjustment in accordance with Section 10.D. only. Beginning on October 1, 2014, and on each anniversary of the Effective Date thereafter, the rates contained in Section 9 hereof, for the second year of the Term of this Agreement shall be subject to adjustment in accordance with all the provisions of Section 10 below. The District shall be notified of any rate adjustments and the basis for such adjustment.

A. CPI-U Adjustment. Beginning on October 1, 2014, and on each anniversary of the Effective Date thereafter, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the District and the Customers, to increase or decrease the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase or decrease under this Section 10.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period. The CPI-U adjustment under this Section 10.A. shall not be applied to the portion of IESI's rates hereunder that relate to fuel costs, as such costs may be adjusted under Section 10.D. from time to time.

B. Landfill Cost Adjustment. The Parties acknowledge that the Municipal Solid Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste covered by this Agreement at another Landfill of its choosing and beginning on October 1, 2014, and on each anniversary of the Effective Date thereafter, the Service Provider shall have the right, upon giving prior notice to the District, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste was transported to the Initial Landfill(s).

C. Governmental Fees. The Parties acknowledge and agree that the District is a tax-exempt entity. The Parties further acknowledge and agree that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and

ordinances (excluding sales taxes) (the “Fees”). The Parties acknowledge and understand that the Fees may vary from time to time, and beginning on October 1, 2014, and on each anniversary of the Effective Date thereafter, if any of the Fees are increased or additional Fees are imposed subsequent to the Effective Date of this Agreement, the Parties agree that the rates herein shall be increased by the amount of any such increase in Fees or additional Fees.

D. Fuel Cost Adjustment. The Service Provider shall adjust all the rates herein for any calendar quarter in which the average price of diesel fuel during the preceding calendar quarter exceeded or fell below \$3.65 per gallon (the “Base Price”). This adjustment shall take place on the fifth (5<sup>th</sup>) day of each calendar quarter. The average price of diesel fuel will be determined by reference to the U.S. Energy Administration / Department of Energy published price for diesel fuel – gulf coast region. The following website (or any successor website) will be the source for such information: [http://tonto.eia.doe.gov/oog/info/wohdp/diesel\\_detail\\_report\\_combined.asp](http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp). The average price of diesel fuel for each calendar quarter (each, an “Average Quarterly Price”) shall be the average of the weekly fuel prices published for each week during such quarter.

The fuel cost adjustment for any calendar quarter (each, a “Fuel Cost Adjustment”) shall be the product of (i) 6.60% and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Average Quarterly Price and the denominator of which is the Base Price. In the event the Average Quarterly Price is greater than the Base Price, the Fuel Cost Adjustment shall be an upward adjustment to all rates herein. In the event the Average Quarterly Price is less than the Base Price, the Fuel Cost Adjustment shall be a downward adjustment to all rates herein. Each Fuel Cost Adjustment shall be effective during the calendar quarter immediately following the calendar quarter for which such Fuel Cost Adjustment was determined.

## **SECTION 11. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, neither this Agreement nor the Services shall cover the collection, hauling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Customer location; provided, however, that the Service Provider and the Customer may negotiate a separate agreement on an individual basis regarding the collection, hauling or disposal of auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off services.

## **SECTION 12. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date (“Term”). At the expiration of the Term of this Agreement, the Parties may extend the Term of this Agreement upon their mutual written agreement.

### **SECTION 13. ASSIGNMENT.**

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the District; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the District's consent.

### **SECTION 14. ENFORCEMENT.**

If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from Customers utilizing such Containers. To the maximum extent allowed by applicable law, the District also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Customers for the purposes of rendering the Services contemplated hereby.

### **SECTION 15. PROCESSING, BILLING AND FEES.**

A. Monthly Statement. On a monthly basis, after receiving an invoice from the Service Provider, the District agrees to bill and collect from the Customers the rates and fees charged under Section 9, as subject to modification under Section 10 hereto (the "Monthly Statement"). Thereafter, the District will remit to the Service Provider an amount equal to such Monthly Statement, subject to the conditions of this Section 15. Such remittance shall be made by the District on or before the 25th day of each month (for the immediately preceding month's service). Nothing herein shall prohibit the District from collecting sums in addition to those sums called for herein.

B. Taxes. The Parties acknowledge that the District is a tax-exempt entity. In addition to the amounts billed and collected by the District under Section 15.A., the District shall also be responsible for charging, collecting, remitting and paying any and all sales taxes assessed or payable in connection with the Services. The Parties further agree that the District may charge such taxes as a separate line item on each invoice.

In addition to the amounts billed and collected by the Service Provider under Section 15.D., the Service Provider shall also be responsible for charging, collecting, remitting and paying any and all sales, use and service taxes assessed or payable in connection with services provided with Roll-Off Containers.

C. Bad Debt; Unpaid Rates/Fees. The District agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to the District for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Residential or Commercial Unit. In the event that a Customer does not timely pay its Monthly Statement in full, the District shall notify the Service Provider in a commercially reasonable amount of time, by removing such

Customer from the customer list prepared and maintained in Section 3, herein. Upon receipt of such notice from the District, the Service Provider may suspend service to any Customer that is in default until the outstanding balance on the account has been paid in full.

D. Billings for Roll-Off Services. The Service Provider will bill and collect from all Customers for additional services performed with respect to Roll-Off Containers.

#### **SECTION 16. SPILLAGE.**

Except as otherwise provided in this Agreement, it is understood and agreed by the Parties that the Service Provider shall neither be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Recyclable Materials not caused by the Service Provider's rendering of the Services, nor be required to collect and dispose of any excess Municipal Solid Waste or Recyclable Materials from any Residential or Commercial Unit Customers as described in Sections 4.B. and 5 herein. The Service Provider may report the location of such conditions to the District so that the District can issue proper notice to the Customer instructing that Customer to properly contain such Municipal Solid Waste or Recyclable Materials. Should excess Municipal Solid Waste or Recyclable Materials continue to be placed outside of the Containers, the District shall require the Customer to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

#### **SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.**

A. Notice from the Service Provider. It is understood and agreed by the Parties that where a Customer fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of applicable municipal, county, or District ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Recyclable Materials, and will notify the District within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Customer of the reason for such non-collection, unless such non-collection is the result of such Customer's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Recyclable Materials may be collected. The Service Provider shall keep a log of any notice provided by Service Provider under this Section and provide such log (or a copy thereof) to the District within twenty-four (24) hours of a request by the District.

B. Notice from a Customer. When the Service Provider is notified by a Customer that Municipal Solid Waste or Recyclable Materials has not been removed from such Customer's location and where no notice of non-collection or a change in collection schedule has been received by the Customer from the Service Provider, or the Service Provider has failed to collect



Municipal Solid Waste or Recyclable Materials from the Customer without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Recyclable Materials no later than 12:00 p.m. on the following day but not less than once per week, and there shall be no charge by the Service Provider for any such original non-collection or late collection if the Service Provider fails to make such collection within such time. In each event that Service Provider does not make such collection within such time, the Service Provider shall notify the District within one (1) week to provide a pro-rata credit to such Customer in the Monthly Statement.

#### **SECTION 18. CORPORATE CITIZENSHIP.**

The Service Provider shall provide an annual public service announcement and publication, upon review and approval by the District, to educate and encourage recycling by all Customers. The Service Provider will, upon notification from the District, schedule, publicize and conduct recycling education programs annually and present at least one program to the District. The Service Provider shall provide assistance in developing recycling programs to any District sponsored event that requires recycling assistance. The Service Provider shall retain responsibility for the marketing of all Recyclable Materials and provide the District with a report containing participation and the types and volume of Recyclable Materials collected in the District.

#### **SECTION 19. HOURS OF SERVICE.**

Except as otherwise provided in this Agreement, the Service Provider shall provide all the Services between 7:00 a.m. to 6:00 p.m., Monday through Friday. The Service Provider will not be required to provide the Services on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such Services on the immediately following Business Day.

#### **SECTION 20. CUSTOMER SERVICE.**

Service Provider agrees to field all inquiries and complaints from the Customers relating to the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials. The Service Provider and the District agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints; provided, in order to assist the District in its obligations under this Section 20, the Service Provider agrees to (i) operate and maintain an office equipped with sufficient telephones and personnel to respond to complaints, available twenty-four (24) hours a day, seven (7) days a week; (ii) have a responsible person in charge at such office from 8:00 a.m. to 6:00 p.m. on regular collection days; and (iii) make Service Request Forms available for customer service issues such as changes in service, Container repair requests and missed collections. The Service Provider shall deliver a summary of such to the District on a monthly basis or more frequently as requested by the District.

#### **SECTION 21. COMPLIANCE WITH APPLICABLE LAWS.**

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any applicable municipal, county or District regulations. Nothing in this Agreement shall be construed in any manner to abridge the District's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The District shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20.

## **SECTION 22. VEHICLES AND EQUIPMENT.**

Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials (i) shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Recyclable Materials onto public streets within the Service Area, or properties adjacent thereto; (ii) shall be in proper operating order, not leaking oil, hydraulic fluid, or other substances which present an unhygienic or unsafe appearance; and (iii) shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

## **SECTION 23. DUE CARE.**

A. Due Care. The Service Provider shall exercise reasonable due care and caution in providing the Services so that public and private property within the Service Area, including, but not limited to, streets and parking areas, will be protected and preserved. Containers shall be replaced by the Service Provider within five (5) feet of Customer's placement of such Container, unless such replacement would obstruct traffic, block a Customer's driveway, or damage landscaping. Lids must be closed by the Service Provider after servicing.

B. Conduct. Service Provider hereby agrees to (i) utilize its best efforts to exercise reasonable diligence, courtesy, and care in its interactions with the Customers; (ii) notify the District as promptly as possible of all emergency and other conditions of which Service Provider becomes aware which may directly affect the District or its Customers; and (iii) provide adequate supervision to assure that all work will be done in accordance with this Agreement and generally accepted solid waste disposal and recycling practices.

## **SECTION 24. PERSONNEL AND PERFORMANCE STANDARDS.**

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency. The Service Provider shall send a representative to each District regular meeting of the Board of Directors upon prior written

request from the District; provided, however, that such notice shall be provided within at least twenty-four (24) hours of such meeting.

**SECTION 25. INSURANCE COVERAGE.**

Throughout the effectiveness of this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$1,000,000
(3) Bodily Injury Liability (except automobile)	\$1,000,000 per occurrence; \$1,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$1,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$1,000,000 per person; \$1,000,000 per occurrence
(6) Automobile Property Damage Liability	\$1,000,000 per occurrence
(7) Excess Umbrella Liability	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 25 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the District's request, the Service Provider shall furnish the District with a certificate of insurance verifying the insurance coverage required by this Section 25.

**SECTION 26. INDEMNITY.**

A. INDEMNITY. TO THE EXTENT COVERED BY APPLICABLE INSURANCE AND LIMITED BY SECTION 28.A. HEREOF AND IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE DISTRICT IN THIS AGREEMENT, THE SERVICE PROVIDER AGREES, AT ITS SOLE COST AND EXPENSE, TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT, NOW, EXISTING OR HEREINAFTER CREATED, AND ITS RESPECTIVE OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST: ANY AND ALL INJURIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, LIABILITIES (OR ANY CLAIMS IN RESPECT OF THE FOREGOING), AND COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT FEES, AND COURT COSTS), INCLUDING THOSE INCURRED BY

THIRD PARTIES, WHICH MAY BE IMPOSED UPON, INCURRED BY, OR ASSERTED AGAINST THE INDEMNIFIED PARTIES CAUSED BY AN ALLEGEDLY WILLFUL OR NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING (I) IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE, OR DEATH TO ANY PERSON, (II) DAMAGE TO, LOSS OF, OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, AND/OR (III) ANY ENVIRONMENTAL CONDITIONS CAUSED BY THE SERVICE PROVIDER, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS THAT VIOLATE ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL LAWS, RULES, OR ORDINANCES, OR SERVICE PROVIDER'S BREACH OF ANY PROVISION OF THIS AGREEMENT. HOWEVER, THE SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY LEGAL PROCEEDINGS, INJURIES, LOSSES, LIABILITIES, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES AND ATTORNEYS' FEES TO THE EXTENT PROXIMATELY CAUSED BY A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE DISTRICT, ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS.

B. Assumption of Risk. The Service Provider undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees, all risk of dangerous conditions, if any, in the performance of the Services, including the willful or grossly negligent acts or omissions of third parties.

#### **SECTION 27. SAVINGS PROVISION.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

#### **SECTION 28. TERMINATION AND REMEDIES.**

A. Termination. Any failure by either Party, or its successors and assigns, to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of written notice from the non-breaching Party, constitute a breach of the Agreement and grounds for the non-breaching Party, in its sole discretion, to terminate this Agreement, effective immediately. In the event of such termination, all the breaching Party's rights under this Agreement shall become null and void, and the non-breaching Party shall be entitled to any remedies permitted at law or in equity. The Parties each waive any claims that each may have against the other with respect to consequential, incidental or special damages. However, Service Provider's obligation to indemnify the District as required under this Agreement shall survive this Agreement.

B. Attorneys Fees. If any legal action, arbitration proceeding or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs

incurred in that action or proceeding in addition to any other remedies to which it, he or they may be entitled at law or equity. The rights and remedies granted herein are cumulative and not exclusive of any other right or remedy granted herein or provided by law.

**SECTION 29. FORCE MAJEURE.**

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a Force Majeure Event (defined herein). The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. A Force Majeure Event is an event beyond the reasonable control of, without the fault or negligence of, and should not, in the exercise of reasonable caution, have been foreseen and avoided or mitigated by the Party asserting Force Majeure, and it shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations; provided, however, that a Force Majeure Event shall not include (1) economic conditions that render a Party's performance of this Agreement unprofitable or otherwise uneconomic or (2) inability of a Party to make payment when due under this Agreement, unless the cause of such inability is an event that physically prevents payment and that would otherwise constitute Force Majeure as described above and any such inability to pay shall only be delayed until such time that the event causing such inability to pay has been removed.

**SECTION 30. GOVERNING LAW.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The Parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the Parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The Parties hereby consent to and grant any such court jurisdiction over the person of such Parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the Parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof. Venue for any action arising hereunder shall be in Travis County, Texas. Each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding and waives any objection it may now or hereafter have as to venue or to convenience of forum.

**SECTION 31. PERFORMANCE REVIEW.**

At the regular meeting of the Board of Directors of the District held in March of each calendar year, the Board will conduct a review and evaluation of the Service Provider's performance during the previous calendar year. Customer complaints, billing problems, and other matters relating to the Service Provider's performance under this Agreement will be evaluated by the Board, and if problem areas are identified, the Board may establish corrective action required of the Service Provider and set a subsequent performance review to evaluate Service Provider's corrective action.

### **SECTION 32. NOTICES.**

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the District:

Travis County Water Control & Improvement District 17  
3812 Eck Lane  
Austin, TX 78734  
Attn: General Manager

With a Copy to:

Lloyd Gosselink Rochelle & Townsend, P.C.  
816 Congress Avenue, Suite 1900  
Austin, TX 78701  
Attn: Lauren Kalisek

If to the Service Provider:

Progressive Waste Solutions of TX, Inc.  
9904 FM 812  
Austin, TX 78719  
Attn: District Manager

With a Copy to:

IESI Corporation  
2301 Eagle Parkway, Suite 200  
Ft. Worth, TX 76177  
Attn: Legal Department

or such other addresses as the Parties may hereafter specify by written notice and delivered in accordance herewith.

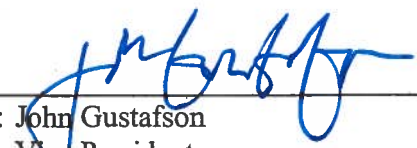
### **SECTION 33. ACCEPTANCE.**

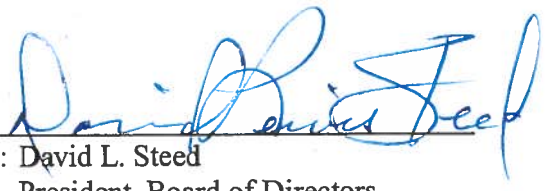
PASSED AND APPROVED BY THE DISTRICT AT ITS REGULAR MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE

STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 17<sup>th</sup> DAY OF January, 2012. 3/13


PROGRESSIVE WASTE SOLUTIONS  
OF TX, INC.

TRAVIS COUNTY WATER CONTROL  
AND IMPROVEMENT DISTRICT NO. 17

By:   
Name: John Gustafson  
Title: Vice President

By:   
Name: David L. Steed  
Title: President, Board of Directors

ATTEST:

By:   
Name: Jerri Lynn Ward  
Title: Secretary, Board of Directors

**EXHIBIT "A"**

**Service Area**



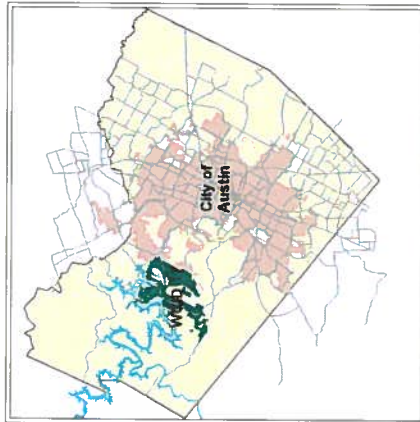
# Travis County WCID 17



## Contact Information

**General Office** 266-1111  
**Plumbing** 266-1111 ext.10  
**Billing** 266-1111 ext.18  
**Office Manager** 266-1111 ext.12  
**Field Supervisor** 748-2868  
**Emergency Pager** 397-9061  
**Web Site** [www.WCID17.org](http://www.WCID17.org)

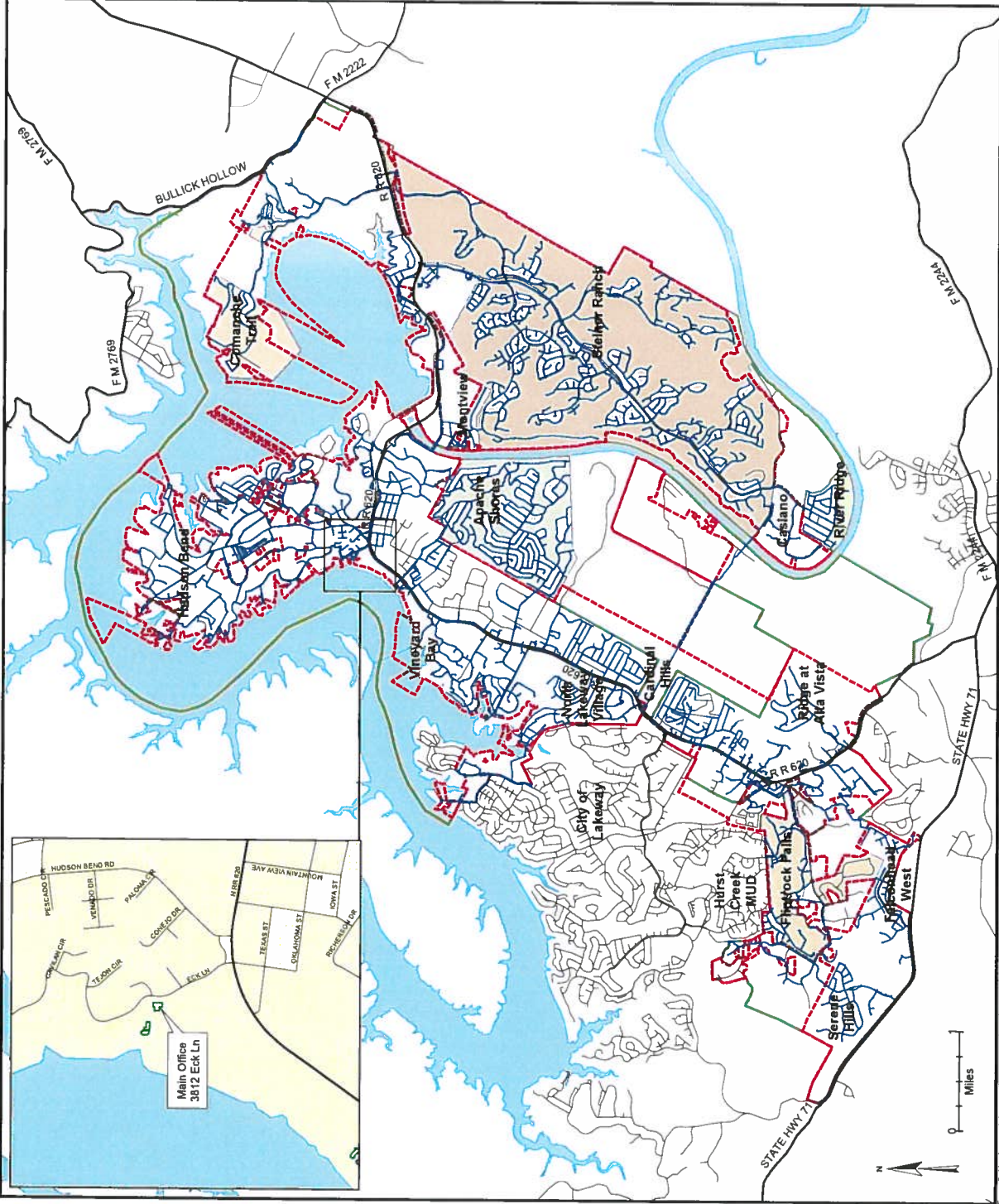
- Apache Shores CCN  
 Comanche Trail  
 Flintrock Falls  
 Steiner Ranch  
 Apache Shores CCN  
 River Ridge CCN  
 WCID 17 CCN  
 District Boundary



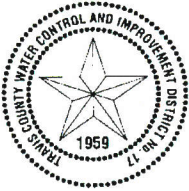
Prepared by



April 10, 2012



Every effort has been made to ensure the accuracy and completeness of the data. WCID 17 and Impact Resources assume no liability for any errors or omissions, either intentional or negligent.



# TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734  
Phone (512) 266-1111 • Fax (512) 266-2790

**DRAFT**

## *Impact Fee Advisory Committee April 12, 2017*

### **I. CALL TO ORDER – ROLL TAKEN – QUORUM ESTABLISHED**

Chair Debbie Gernes called the meeting to order at 3:05 p.m. Committee members present were Brian Birdwell, Patti Clark, Mickey Decker, Louie Hausman, Tim Schevers, David Steed, Jerry Winnett and Debbie Gernes. Also present were District engineers Pat Lackey and Will Peña. Committee members absent were Dan Brouillette, Doug Hunter, and Don Walden.

### **II. ADOPT THE MINUTES OF THE PREVIOUS MEETING**

### **III. INTRODUCTORY REMARKS – D. GERNES**

Ms. Gernes welcomed and thanked the members of the committee for giving their time to attend the meeting and lend professional advice regarding the WCID 17 Capital Improvement Plans, Land Use Assumptions and Impact Fees. She then introduced Jason F. Homan to the group as the new General Manager of WCID 17 beginning April 24, 2017.

Manager Gernes informed the committee that River City Engineering had been acquired by Trihydro Corporation out of Wyoming but noted that all staff working on District projects would remain the same and that the change in management would be relatively transparent to the District.

### **IV. STEINER RANCH WASTEWATER SYSTEM**

- A. REVIEW THE DISTRICT'S CAPITAL IMPROVEMENTS PLAN (CIP), LAND USE ASSUMPTIONS (LUA), AND IMPACT FEES CURRENTLY = \$4,100 / LIVING UNIT EQUIVALENT, PLUS \$1,400 / LIVING UNIT EQUIVALENT (LUE) FOR CITY OF AUSTIN CAPITAL RECOVERY FEE**
- B. DISCUSS AND EVALUATE THE IMPLEMENTATION AND PROGRESS OF THE CAPITAL IMPROVEMENT PLAN**
- C. DISCUSS ANY PERCEIVED INEQUITIES IN IMPLEMENTING THE CIP OR IMPOSING THE IMPACT FEE**
- D. DISCUSS/MAKE RECOMMENDATION FOR ANY NEED TO UPDATE OR REVISE ITS CIPS, LUAS, AND IMPACT FEES**

Ms. Gernes explained that the Steiner Ranch Wastewater Impact Fee was assessed to new customers/development outside of the defined area requesting service because the wastewater treatment plant had some excess capacity available. Ms. Gernes explained the last five-year study was done in 2012 and this study has been reviewed by the district engineers. Will Pena explained that no changes to the fee were necessary at this time to the Impact Fee of \$4,100 because the CIP and LUA remain unchanged. Committee agreed no fee changes would be recommended to the Board of Directors.

### **V. SOUTH DISTRICT WASTEWATER SYSTEM (FLINTROCK WASTEWATER TREATMENT PLANT [FWWTP])**

- A. REVIEW THE DISTRICT'S CAPITAL IMPROVEMENTS PLAN (CIP), LAND USE ASSUMPTIONS (LUA), AND IMPACT FEES**

- CURRENTLY = \$12,600 / LIVING UNIT EQUIVALENT (LUE)**
- B. DISCUSS AND EVALUATE THE IMPLEMENTATION AND PROGRESS OF THE CAPITAL IMPROVEMENT PLAN**
- C. DISCUSS ANY PERCEIVED INEQUITIES IN IMPLEMENTING THE CIP OR IMPOSING THE IMPACT FEE**
- D. DISCUSS/MAKE RECOMMENDATION FOR ANY NEED TO UPDATE OR REVISE ITS CIPS, LUAS, AND IMPACT FEES**

Ms. Gernes reminded the committee that at the last meeting, the South District Wastewater System (the Flintrock Wastewater Treatment Plant [FWWTP]) fees were not recommended to be changed until the plant was expanded from its existing capacity of 500,000 gallons to 1,000,000 gallons per day, and the actual cost numbers were known. The engineer estimates at that time supporting a fee of \$12,725. Will Pena stated the impact fee study for the FWWTP had not been updated since 2015. He explained the recommendation of the 2015 Study was to increase the impact fee to a maximum of \$12,725. He said now, based on the 2015 Study, the actual plant construction costs, and the Construction Cost Index (CCI), the impact fee could be revised from \$12,600 up to a maximum of \$13,464. Mr. Pena reviewed the cost of construction underway at the FWWTP and pointed out that costs were actually higher than the costs estimated in the 2015 Study. The calculated fee was \$583 per LUE higher at \$13,183. Items remaining to be bid for the Flintrock system are estimated at \$10,900,000.

Brian Birdwell asked what items were remaining to be bid and constructed in the estimated cost. Will Pena explained the next step necessary was under design for additional effluent disposal necessary to support the expanded plant capacity.

**Motion:** Member Brian Birdwell to make recommendation to the Board of Directors to increase the South District Wastewater System Fee to \$13,200 per living unit equivalent effective as soon as necessary notifications can be made.

**Second:** Member Mickey Decker

Ayes: 8

Noes: 0

Mr. Birdwell requested an updated comparison be made of neighboring utility rates.

*Recommendation will be presented to the Board of Directors May 18, 2017.*

## **VI. COMMANDERS POINT WASTEWATER SYSTEM**

- A. REVIEW THE DISTRICT'S CAPITAL IMPROVEMENTS PLAN (CIP), LAND USE ASSUMPTIONS (LUA), AND IMPACT FEES**  
**CURRENTLY = \$9,200 / LIVING UNIT EQUIVALENT (LUE)**
- B. DISCUSS AND EVALUATE THE IMPLEMENTATION OF THE CAPITAL IMPROVEMENT PLAN**
- C. DISCUSS ANY PERCEIVED INEQUITIES IN IMPLEMENTING A CAPITAL IMPROVEMENT PLAN OR IMPOSING AN IMPACT FEE**
- D. DISCUSS/MAKE RECOMMENDATION(S) FOR ANY NEED TO REVISE ITS CIPS, LUAS, AND IMPACT FEES**

Will Pena recommended that no change was necessary at this time to the \$9,200 LUE fee, calculated last in 2011. He explained that there was no change to the CIP or LUA to justify any change. The Committee agreed that no fee changes would be recommended for the Commanders Point Wastewater System.

**VII. DISTRICT WIDE WATER FEE**

- A. REVIEW THE DISTRICT'S CAPITAL IMPROVEMENTS PLAN (CIP), LAND USE ASSUMPTIONS (LUA), AND IMPACT FEES CURRENTLY WATER = \$7,900/LIVING UNIT EQUIVALENT (LUE)**
- B. DISCUSS AND EVALUATE THE IMPLEMENTATION AND PROGRESS OF THE CAPITAL IMPROVEMENT PLAN**
- C. DISCUSS ANY PERCEIVED INEQUITIES IN IMPLEMENTING THE CIP OR IMPOSING THE IMPACT FEE**
- D. DISCUSS/MAKE RECOMMENDATION FOR ANY NEED TO UPDATE OR REVISE ITS CIPS, LUAS, AND IMPACT FEES**

Will Pena reviewed the Water Capital Recovery Fee (CRF) set at \$7,900 per living unit equivalent (LUE) in March 2016, based on the Capital Recovery Fee Study – Update 2013. Pena explained that the actual construction cost for the Mansfield Water Treatment Plant and associated off-site utilities came in lower than estimated, resulting in a calculated impact fee of \$7,821. He then went through the remaining water capital improvement projects with a total estimated cost of \$15,466,000 to be completed over the next six (6) years. Using the current CCI, he said the impact fee could range from \$7,900 up to a maximum value of \$8,836. Mr. Pena recommended making no change at this time. Ms. Gernes stated that a formal five-year study would be done in 2018 for the District Wide Water Impact Fee. The Committee agreed that no fee change would be recommended.

**VIII. ADJOURNMENT**

**Motion:** Member Mickey Decker to adjourn

**Second:** Member Brian Birdwell

Ayes: 8

Noes: 0

*Deborah Gernes adjourned the meeting at 3:25 p.m.*

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Deborah S. Gernes, Chairperson

\_\_\_\_\_  
Brian Birdwell, Member

\_\_\_\_\_  
Patti Clark, Member

\_\_\_\_\_  
Mickey Decker, Member

\_\_\_\_\_  
Louie Hausman, Member

\_\_\_\_\_  
Tim Schevers, Member

\_\_\_\_\_  
David L. Steed, Member

\_\_\_\_\_  
Jerry Winnett, Member



April 11, 2017

Ms. Deborah Gernes  
TRAVIS COUNTY WC&ID NO. 17  
3812 Eck Lane  
Austin, Texas 78734

RE: Flintrock Wastewater System Impact Fee

Dear Ms. Gernes:

The Flintrock Wastewater System Impact Fee is currently \$12,600 per Living Unit Equivalent (LUE), adopted following the maximum calculated Impact Fee in the 2010 Update to the *Travis County Water Control & Improvement District No. 17 Flintrock Wastewater System Study* (Study). A 2015 Update to the Study was completed in November, 2015 and calculated a maximum Impact Fee of \$12,725. The Impact Fee was not revised following the 2015 Update to the Study.

Since the 2015 Study construction has begun and is underway on the Flintrock WWTP Expansion. The current Contract is higher than that estimated in the Study (\$9,604,495 vs \$7,649,000), which results in a higher cost of \$583 per LUE over the current \$12,600 per LUE Impact Fee. Remaining improvements have not been bid or constructed, with a total remaining estimated cost of \$10,900,000.

Section 7.2 of the Study, Adjustment of Impact Fee for Inflation, describes a method for periodically adjusting the Impact Fee to account for changes over time, based on the Construction Cost Index (CCI) as published by *Engineering News Record* (ENR). The 2015 Update to the Study established a Base CCI of 10,092, as published by ENR in November 2015. Below is a summary of the maximum calculated Impact Fee, the National CCI, and the corresponding adjusted Impact Fee. Based on the Current CCI the Impact Fee could be revised from \$12,600 up to a maximum value of \$13,464.

Date	CCI	% Change from Base	Calculated Impact Fee
Nov. 2015 (Base)	10,092	N/A	\$ 12,725
April 2017	10,678	5.81%	\$ 13,464

\$13,200



Ms. Deborah Gernes  
April 11, 2017  
Page 2

Please feel free to contact us if you should have any questions or need additional information.

Sincerely,  
Trihydro Corporation

A handwritten signature in blue ink, appearing to read 'William F. Peña'. The signature is fluid and cursive, with a large initial 'W' and 'P'.

William F. Peña, P.E.  
Sr. Project Manager



April 11, 2017

Ms. Deborah Gernes  
TRAVIS COUNTY WC&ID NO. 17  
3812 Eck Lane  
Austin, Texas 78734

RE: Water Capital Recovery Fee

Dear Ms. Gernes:

The Water Capital Recovery Fee (CRF) is currently \$7,900 per Living Unit Equivalent (LUE). The *Water Capital Recovery Fee Study* (Study) was most recently updated in November 2013, and calculated a maximum CRF of \$7,903. Following this Study the CRF was amended to \$6,700 per LUE. In March 2016 the CRF was amended to the current \$7,900 per LUE.

Since the Study major capital improvements completed have consisted of the Mansfield Water Treatment Plant and associated off-site utilities. The actual construction cost for this project was \$25,795,840, compared to the estimate included in the Study of \$26,144,265, resulting in a lower cost of \$79 per LUE. The Study includes several remaining capital improvement projects with a total estimated cost of \$15,466,000 (as of 2013), anticipated in the Study to be completed over the next 6 years.

Section 7.2 of the Study, Adjustment of Capital Recovery Fee for Inflation, describes a method for periodically adjusting the CRF to account for changes over time, based on the Construction Cost Index (CCI) as published by *Engineering News Record* (ENR). The 2013 Study established a Base CCI of 9,551, as published by ENR in September 2013. Below is a summary of the maximum calculated CRF, the National CCI, and the corresponding adjusted CRF. Based on the Current CCI the CRF could be revised from \$7,900 up to a maximum value of \$8,836.

Date	CCI	% Change from Base	Calculated CRF
Sept. 2013 (Base)	9,551	N/A	\$ 7,903
April 2017	10,678	11.80%	\$ 8,836



Ms. Deborah Gernes  
April 11, 2017  
Page 2

Please feel free to contact us if you should have any questions or need additional information.

Sincerely,  
Trihydro Corporation

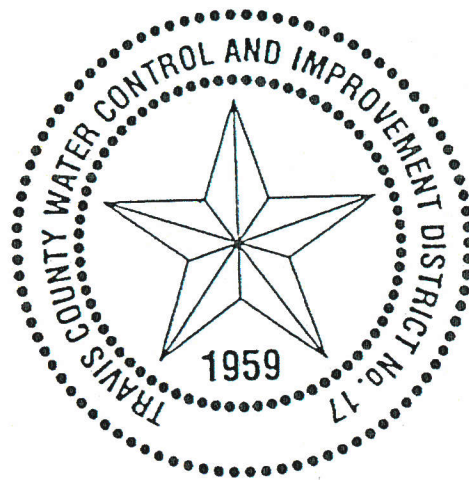
William F. Peña, P.E.  
Sr. Project Manager



TRAVIS COUNTY WCID NO. 17

STEINER RANCH  
WASTEWATER SYSTEM IMPACT FEE REVIEW

2017



Prepared For:

TRAVIS COUNTY WCID NO. 17  
3812 Eck Lane  
Austin, Texas 78734  
(512) 266-1111  
Fax: (512) 266-2790

Prepared By:

Trihydro Corporation

3801 S. First Street  
Austin, Texas 78704  
(512) 442-3008  
Fax: (512) 442-6522



April 13, 2017

Ms. Deborah Gernes  
TRAVIS COUNTY WC&ID NO. 17  
3812 Eck Lane  
Austin, Texas 78734

RE: Steiner Ranch Wastewater System Impact Fee

Dear Ms. Gernes:

We have reviewed the *Wastewater Impact Fee Study - Steiner Ranch Wastewater Service Area, 2007 Update* (Study). The Capital Improvements Plan remains unchanged, as the Study included the actual construction costs for the improvements and no further improvements are anticipated. The Land Use Assumptions also remain unchanged, as the majority of the Service Area is platted and/or developed. We do not see a need to update this Study at this time, and recommend that the current Impact Fee of \$4,100 per Living Unit Equivalent (LUE) remain unchanged.

Please feel free to contact us if you should have any questions or need additional information.

Sincerely,  
Trihydro Corporation

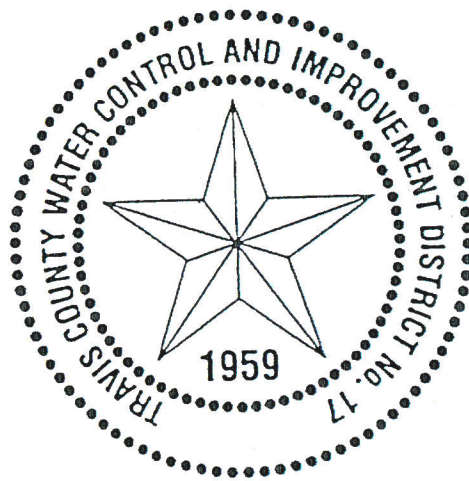
A handwritten signature in blue ink, appearing to read "William F. Peña".

William F. Peña, P.E.  
Sr. Project Manager

TRAVIS COUNTY WCID NO. 17

COMMANDERS POINT  
WASTEWATER SYSTEM IMPACT FEE REVIEW

2017



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Fax: (512) 442-6522



April 13, 2017

Ms. Deborah Gernes  
TRAVIS COUNTY WC&ID NO. 17  
3812 Eck Lane  
Austin, Texas 78734

RE: Commander's Point Wastewater System Impact Fee

Dear Ms. Gernes:

We have reviewed the *Wastewater Impact Fee Study – Commander's Point Wastewater Treatment System Service Area* (Study). This Study calculated the Impact Fee for the 20 Living Unit Equivalents (LUEs) of capacity that remained available at the time Travis County WC&ID No. 17 (District) took ownership of the system. A separate study would be needed to calculate a fee for any expansion or further improvements. The Capital Improvements Plan remains unchanged, as the Study included the actual construction costs and costs incurred by the District for the improvements and no further improvements are anticipated. The Land Use Assumptions also remain unchanged, as the majority of the Service Area is platted and/or developed, and also due to available capacity of 20 LUEs being less than that projected for the entire Service Area. We do not see a need to update this Study at this time, and recommend that the current Impact Fee of \$9,200 per Living Unit Equivalent (LUE) remain unchanged.

Please feel free to contact us if you should have any questions or need additional information.

Sincerely,  
Trihydro Corporation

A handwritten signature in blue ink, appearing to read "William F. Peña".

William F. Peña, P.E.  
Sr. Project Manager

Impact Fee Public Hearing and Notice Requirements

Steiner Ranch WW – 5-Year Review

No Study Update recommended	
Submit Notice to Four Points News	Tues, May 23
Publish Notice (Four Points News) once a week for 3 weeks	Weds, May 31, June 7, June 14

South District (Flintrock) WW

IFAC recommending an increase	Thurs, May 18 BOD meeting
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If increase to be approved, must publish PH and provide a one-time 30 day notice prior to hearing. Due to submission time frame to paper - If submitted to paper May 19 to publish in local paper (Lake Travis View,) next publication date of May 25 is only 27 days prior to June 15 meeting

Set Public Hearing (if increasing)	July 20, 2017 BOD meeting
Submit Notice of PH to Lake Travis View	Tues, June 6
Publish Notice 30 days prior to PH	Thurs, June 15 (7/15/17 = 30)
Hold Public Hearing	Thurs, July 20 BOD meeting
Establish Impact Fee w effective date	Thurs, July 20 BOD meeting
Effective Date	_____

Commander's Point WW – 5-Year Review

No Study Update recommended	
Submit Notice to Lake Travis View	Tues, May 23
Publish Notice (Lake Travis View) once a week for 3 weeks	Weds, May 31, June 7, June 14

District-Wide Water System

Good for 2017  
5-Year Update to be done in 2018