

**REGULAR MEETING  
TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #10  
BOARD OF DIRECTORS  
September 13, 2023**

Members Present:

Paul Barker, President  
Buster McCall, Vice President  
Jon Luce, Secretary/Treasurer  
Greg Reynolds, Director  
Pamela Reed, Director

Members Absent:

None

Others Present:

Carla Orts, General Manager, TCWCID #10  
Daniel McDowell, TCWCID #10  
Louise Winder, TCWCID #10  
Tom Arndt, DEC  
Randall Wilburn, The Carlton Law Firm  
Mike Morin, Crossroads Utility Services  
Taylor Kolmoldin, Municipal Accounts  
Kathryn Swift, Transwestern  
Haleigh Warwick, Transwestern

1. MEETING CALLED TO ORDER

The Regular Meeting of the Travis County W.C& I.D #10 Board of Directors was called to order at 12:00 pm, with a quorum present.

2. ALL CONSENT AGENDA ITEMS LISTED ARE CONSIDERED TO BE ROUTINE BY THE BOARD OF DIRECTORS AND WILL BE ENACTED BY ONE (1) MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THE ITEMS IS NECESSARY UNLESS DESIRED BY A BOARD MEMBER (GENERAL MANAGER)

(A) Approval of Minutes From:

(i) Regular Meeting August 9, 2023

(B) Discuss, Consider, and Take Action Regarding District Bills and Bookkeeper's Report (Municipal Accounts)

(C) Discuss, Consider, and Take Action as Necessary Regarding Utility Operations Report, Including Possible Action on Account Write-Offs (Crossroads Utility Services)

MOTION WAS MADE by President Barker, seconded by Director McCall to approve the consent agenda items. The motion passed unanimously.

3. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING PUBLIC HEARING ON TAX RATE (GENERAL MANAGER)

(A) PUBLIC COMMENT - General Manager Orts opened the floor to public comment at 12:11 pm.

(B) CLOSE PUBLIC HEARING - General Manager Orts closed the floor for public comment at 12:12 pm due to no one being present.

4. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING THE 2023-2024 BUDGET (GENERAL MANAGER)

(A) EXECUTION OF THE RESOLUTION ADOPTING THE BUDGET - MOTION WAS MADE by Director Reed, seconded by Director Luce to approve and adopt Resolution No. 2023-09-13.1 - the Adoption of a Budget - as presented. The motion passed unanimously.

5. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING ADOPTION OF THE 2023 RETAIL WATER RATE (GENERAL MANAGER)

(A) EXECUTION OF THE RESOLUTION ADOPTING THE 2023 RETAIL WATER RATE - MOTION WAS MADE by President Barker, seconded by Director McCall to approve and adoption Order No. 2023-09-13.2 - Order Adopting District Water Rates - as presented. The motion passed unanimously

6. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING ADOPTION OF THE 2023 TAX RATE (GENERAL MANAGER)

(A) EXECUTION OF THE RESOLUTION ADOPTING THE 2023 TAX RATE - General Manager Orts noted that the tax rate is .0634, down from .0675. MOTION WAS MADE by President Barker, seconded by Director McCall to approve and adopt Order No. 2023-09-13.3 - the Order Setting Tax Rate - as presented. The motion passed unanimously.

(B) EXECUTION OF THE NOTICE TO PURCHASER - MOTION WAS MADE by President Barker, seconded by Director Luce to approve the Amended and Restated Information Form – the Notice to Purchaser- as presented. The motion passed unanimously.

7. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING ANNUAL REVIEW OF DISTRICT INVESTMENT POLICY (GENERAL MANAGER)

General Manager Orts noted that the list of approved brokers is updated annually. MOTION WAS MADE by President Barker, seconded by Director Reed to approve and adopt Resolution No. 2023-09-13.4 - Affirming the District's Investment Policy - as presented. The motion passed unanimously.

8. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING ANNUAL REVIEW OF DISTRICT REGISTRATION FORM (GENERAL MANAGER)

(A) EXECUTION OF THE DISTRICT REGISTRATION FORM AND AUTHORIZATION FOR STAFF TO DISTRIBUTE - General Manager Orts stated that no motion was needed and noted that it is just an annual update.

9. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING CAPITAL PROJECT PLANNING (GENERAL MANAGER)

(A) WAKEFIELD PUMP STATION IMPROVEMENTS – This project is on hold until October due to demand. Crossroads and DEC are meeting with the electrical contractor to resolve outstanding issues.

(B) MCCONNELL PUMP STATION – NEW TANK – DEC to check on the status of the survey so the Board can discuss further action.

10. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING ANNEXATION REQUESTS (GENERAL MANAGER)

(A) LOWER CAMELOT – Board Attorney Randy Wilburn informed the Board that the District has authorization to prepare and to send out final notices of approval and should have filed with the PUC next week.

(B) 8907 BEE CAVE ROAD – The homeowner requested assistance getting a response from the City of Austin and it is in process.

(C) 4315 DUNNING LANE - The owner has submitted all documentation and presented Order No. 2023-09-13.5 - Order Granting Petition for Annexation of Land - for Board approval. MOTION WAS MADE by Director Reed, seconded by Director McCall to approve Order No. 2023-09-13.5 as presented. The motion passed unanimously.

11. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING PLAT REQUESTS (GENERAL MANAGER)

(A) AMENDING PLAT LOTS 1&2 BLOCK A LINDSEY’S SUBDIVISION AND LOT 3 BLOCK A LINDSEY’S SUBDIVISION (6 BASIN LEDGE) – The District has not received this plat yet for signature.

(B) AMENDING PLAT WILDCAT CLUB SUBDIVISION – Board President Barker signed the plat and the District staff will return it to the City of West Lake Hills for their signature.

12. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING THE DISTRICT'S CAPITAL PROJECTS, INCLUDING POSSIBLE ACTION ON PAY APPLICATIONS, CHANGE ORDERS, CONTRACTS, AMENDMENTS, AND PROGRESS UPDATES FOR THE FOLLOWING PROJECTS (DEC)

(A) MCCONNELL PUMP STATION & STANDBY GENERATOR – DEC is working on a schedule and will set up a coordination meeting next week. The bypass skid will be tested. Mr. Arndt presented Pay Application No. 36 in the amount of \$21,565.00 to MGC Contractors, Inc. MOTION WAS MADE by Director Reed, seconded by President Barker to approve Pay Application No. 36 as presented. The motion passed unanimously.

13. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING SENATE BILL 3 COMPLIANCE ITEMS (GENERAL MANAGER)

(A) WAKEFIELD PUMP STATION (BOND PROJECT)

(B) RISKE PUMP STATION GENERATOR

(C) ROB ROY PUMP STATION EMERGENCY GENERATOR

DEC to follow up with the contractor and with Texas Gas regarding status of work start date.

14. CUSTOMER SERVICE COMPLAINTS (GENERAL MANAGER)

None to discuss.

15. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING GENERAL MANAGER'S REPORT REGARDING FINANCIAL MATTERS, SERVICE AREA ISSUES, UTILITY OPERATIONS, SYSTEM MAINTENANCE, SERVICE REQUESTS, CUSTOMER ISSUES, WATER SUPPLY STATUS, MANAGEMENT ACTIVITIES AND PERSONNEL (GENERAL MANAGER)

None to discuss.

16. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING CROSSROADS UTILITY SERVICES UNDER BILLING – INSURANCE CLAIM (THE CARLTON LAW FIRM) – Kathryn Swift with Transwestern Property Management asked the Board to consider writing off the charges due to not being able to collect from the tenants. The Board directed General Manager Orts that their request is pending.

17. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING CITY OF AUSTIN WHOLESALE WATER SUPPLY CONTRACT RENEWAL (THE CARLTON LAW FIRM)

MOTION WAS MADE by Director Reed, seconded by Director Luce to refile the application for 3600 ac ft firm water with LCRA. The motion passed unanimously.

18. DISCUSS, CONSIDER, AND TAKE ACTION AS NECESSARY REGARDING ITEMS DISCUSSED DURING EXECUTIVE SESSION

At 12:27 pm the Board moved into Executive Session.

At 1:16 pm the Board reconvened into Regular Session with no action taken.

19. ADJOURNMENT

There being no further business brought before the regular meeting of the Board of Directors, the meeting was adjourned at 1:16 pm.

**Respectfully Submitted**

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Jon Luce, Secretary/Treasurer

**RESOLUTION NO. 2023-09-13.1**

**RESOLUTION OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY  
WATER CONTROL & IMPROVEMENT UTILITY DISTRICT NO. 10  
CONCERNING THE ADOPTION OF A BUDGET**

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

**WHEREAS**, a regular meeting of the Board of Directors of Travis County Water Control & Improvement District No. 10 (the "District") was held on September 13, 2023;

**WHEREAS**, notices of this regular meeting were properly posted;

**WHEREAS**, a quorum of the Board of Directors of the District was present at the regular meeting;

**WHEREAS**, the Board of Directors of the District has projected the operating expenses and revenues for the District for the period from October 1, 2023 through September 30, 2024, and desires to adopt a budget consistent therewith.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Board of Directors of Travis County Water Control & Improvement District No. 10 adopts the Budget as attached in Exhibit "A"; and
2. The Board of Directors of Travis County Water Control & Improvement District No. 10 direct the Secretary to file a copy of this Resolution Adopting the Budget in the official records of the District.

**ADOPTED** this 13<sup>th</sup> day of September 2023.

**TRAVIS COUNTY WATER CONTROL &  
IMPROVEMENT UTILITY DISTRICT NO. 10**

  
\_\_\_\_\_  
Paul Barker, President

[DISTRICT SEAL]

ATTEST:

  
\_\_\_\_\_  
Jon Luce, Secretary

# Proposed Budget

Travis County WCID 10 - 09/24

	Ten Month Actuals 10/22-07/23	Twelve Months Annualized FYE 09/23	Approved 2023 Budget	Proposed 2024 Budget
<b>Revenues</b>				
14101 · Water -Customer Service Revenue	4,071,259	5,471,259	5,300,000	5,600,000
14109 · Application Fees	17,400	20,880	20,000	15,000
14110 · Meter Fees	34,683	41,620	2,000	20,000
14111 · TCEQ Assessment Fee Rev	0	0	23,000	0
14301 · Maintenance Tax Collections	1,515,117	1,515,117	1,480,699	1,477,173
14303 · Property Tax Penalty & Interest	7,166	7,166	5,000	5,000
14501 · Tap Connections	0	0	10,000	5,000
14502 · Inspection Fees	7,160	8,592	12,000	8,000
14702 · Penalties & Interest	64,129	76,955	50,000	65,000
14801 · Interest Earned on Checking	113	136	25	100
14802 · Interest Earned on Temp. Invest	755,593	906,712	75,000	750,000
15801 · Miscellaneous Income	2,907	3,488	200	500
15901 · Assigned Operating Surplus	0	0	0	6,906,802
<b>Total Revenues</b>	<b>\$6,475,527</b>	<b>\$8,051,924</b>	<b>\$6,977,924</b>	<b>\$14,852,575</b>
<b>Expenditures</b>				
16101 · Billing Service Fees - Water	357,830	429,396	430,000	450,000
16102 · Operations - Water	1,841,440	2,456,440	3,000,000	3,000,000
16105 · Maintenance & Repair - Water	360,887	433,064	200,000	450,000
16108 · Laboratory Expense - Water	5,592	6,710	14,000	14,000
16110 · Utilities - Water	190,591	228,709	198,000	250,000
16116 · Permit Expense - Water	7,490	8,988	12,000	12,000
16117 · TCEQ Assessment Fee - Water	0	0	23,000	0
16123 · Leak Detection	270	324	0	1,500
16124 · Utilities - Water Other	694	833	1,500	1,500
16125 · Maint & Repair - Paving	0	0	30,000	0
16126 · Maint/Repair - Special	766,589	919,907	650,000	975,000
16301 · Garbage Expense	2,710	3,252	2,750	4,000
16502 · Inspection Expense	895	1,074	7,500	2,500

# Proposed Budget

Travis County WCID 10 - 09/24

	Ten Month Actuals 10/22-07/23	Twelve Months Annualized FYE 09/23	Approved 2023 Budget	Proposed 2024 Budget
16703 · Legal Fees	41,423	49,708	90,000	90,000
16705 · Auditing Fees	20,500	20,500	20,500	21,000
16706 · Engineering Fees	44,559	53,471	50,000	75,000
16707 · Engineering Fees - Special	66,279	79,535	200,000	200,000
16712 · Bookkeeping Fees	80,366	96,439	70,000	100,000
16714 · Printing & Office Supplies	5,524	6,629	12,000	12,000
16715 · Filing Fees	0	250	250	250
16716 · Delivery Expense	550	660	750	1,000
16717 · Postage	1,061	1,273	2,500	2,000
16718 · Insurance & Surety Bond	42,520	51,024	40,000	60,000
16720 · Dues & Subscriptions	3,101	3,721	2,500	4,500
16721 · Meeting Expenses	2,140	2,568	0	3,000
16722 · Bank Service Charge	7,976	9,571	26,000	26,000
16723 · Travel Expense	4,752	5,702	8,000	8,000
16724 · Publication Expense (SB 622)	0	1,500	1,500	1,500
16725 · Tax Assessor/Appraisal	27,303	27,303	35,000	35,000
16728 · Record Storage Fees	596	715	0	1,000
16737 · COA Contracts & Rates	9,745	11,694	35,000	20,000
16740 · Seminar Expense	826	991	3,000	2,000
16741 · Electronic Meter Monitoring	25,278	30,334	15,000	35,000
16742 · Legislative Expense	25,000	30,000	30,000	30,000
16745 · Other Office Expense	46,980	56,376	65,000	65,000
17101 · Payroll Expenses	5,850	7,020	9,000	9,000
17103 · Payroll Tax Expense	19,798	23,758	27,000	35,000
17104 · Salary Expense	283,334	340,001	340,000	365,500
17106 · Employee Retirement/SEP Plan	38,250	45,900	38,250	54,825
17405 · Utilities - Office	1,912	2,294	2,000	3,500
17406 · Pest Control	330	396	1,000	1,000
17408 · Telephone Expense - Office	48,101	57,721	40,000	72,000

# Proposed Budget

Travis County WCID 10 - 09/24

	Ten Month Actuals 10/22-07/23	Twelve Months Annualized FYE 09/23	Approved 2023 Budget	Proposed 2024 Budget
17409 · Utilities - Office Other	5,083	6,100	5,000	7,000
17410 · Landscape Maintenance	6,603	7,924	20,000	20,000
17802 · Miscellaneous Expense	4,635	5,562	12,000	12,000
17901 · Capital Outlay	109,923	131,908	1,135,000	100,000
17902 · Fire Hydrant Replacement Program	0	0	0	450,000
17903 · Lower Camelot Waterline Project	0	0	0	1,500,000
17904 · McConnell 2nd Tank Project	0	0	0	2,000,000
17905 · McConnell Original Tank Replacement	0	0	0	2,000,000
17906 · Generator Projects at Riske and Cousteau	0	0	0	1,000,000
17907 · Electronic Meters	29,735	35,682	15,000	45,000
17908 · Emergency backup equipment rentals	0	0	0	250,000
17909 · Pump Repairs - Wakefield PS	0	0	0	100,000
17910 · ByPass Skid Retrofitting	0	0	0	75,000
17911 · Capital Outlay- 5324 Bee Caves	0	0	54,000	0
17912 · LCRA Firm Water Purchase	0	0	0	300,000
17913 · Lead Pipe Assessment/Replacements	0	0	0	500,000
<b>Total Expenditures</b>	<b>\$4,545,021</b>	<b>\$5,692,927</b>	<b>\$6,974,000</b>	<b>\$14,852,575</b>
<b>Net Excess Revenues &lt;Expenditures&gt;</b>	<b>\$1,930,503</b>	<b>\$2,358,997</b>	<b>\$3,924</b>	<b>\$0</b>

AV	6,441,537,871
M&O Tax Rate	0.0234
DSF Tax Rate	0.04
Total Tax Rate	0.0634



**Travis County Water Control & Improvement District Number 10**  
**Order Adopting District Water Rates**  
**Order No. 2023-09-13.2**

The Board of Directors of Travis County Water Control & Improvement District No. 10 met in a regular meeting, open to the public, held on September 13, 2023, at noon, in the conference room of Travis County Water Control & Improvement District 10, 5324 Bee Cave Rd, Austin, Texas 78746, inside the boundaries of the District, whereupon the roll was called of the members of the Board of Directors, to wit:

Paul Barker	President
Buster McCall	Vice-President
Jon Luce	Secretary/Treasurer
Greg Reynolds	Assistant Secretary
Pam Reed	Assistant Secretary

All members of the Board were present, except for N/A, thus constituting a quorum.

**WHEREUPON**, among other business conducted by the Board, Director Barker introduced the Order set out below and moved its adoption, which motion was seconded by Director McCall and, after full discussion and the question being put to the Board of Directors, said motion was carried by the following vote:

"Aye" 5; "No" 0.

**WHEREAS**, Texas Water Code Section 49.212 authorizes the Board of Directors to charge utility rates, in addition to taxes, for providing or making available any District facility or service, including the operations and maintenance of the District's utility system;

**WHEREAS**, the Board of Directors has reviewed and approved its operation budget for its fiscal year October 1, 2023 through September 30, 2024 and has determined what the District's water rates should be set to meet such budget requirements;

**NOW, THEREFORE:**

**BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NUMBER 10:**

Section 1. That the District's water rates for 2023, attached as Appendix B, are hereby approved.

Section 2. That the rates set out in this rate order be charged for providing or making available the District facilities and services.

Section 3. That this resolution shall take effect from and after its passage is approved.



Paul Barker  
President, Board of Directors



Jon Luce  
Secretary/Treasurer, Board of Directors

**APPENDIX B**

**TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 10  
 RATES, FEES AND CHARGES**

**(a) Minimum Monthly Charge for Retail Water Service Fees:**

**Schedule A  
 RETAIL MINIMUM MONTHLY CHARGE (INCLUSIVE OF ZERO GALLONS)**

METER DIAMETER SIZE	METER RATIO	MONTHLY CHARGE
5/8"	1.0	\$25.00
3/4"	1.0	\$25.00
1"	1.10	\$27.50
1 1/4"	1.47	\$36.75
2"	1.72	\$43.00
3"	2.08	\$52.00
4"	3.70	\$92.50
6"	8.20	\$205.00
8"	13.0	\$328.00
10"	19.0	\$471.50

**(b) Volumetric Charge for Retail Water Service Fees (per thousand gallons used):**

**Schedule B-1  
 RETAIL (NON-IRRIGATION) GALLONAGE CHARGES**

GALLONS PER MONTH (Water Use Blocks)	RATE PER 1,000 GALLONS
0 - 5,000	\$2.50
5,001 - 10,000	\$3.13
10,001 - 15,000	\$3.91
15,001 - 20,000	\$4.88
20,001 - 30,000	\$6.10
30,001 - 45,000	\$7.63
>45,001	\$9.71

**APPENDIX B**

Schedule B-2

**IRRIGATION GALLONAGE CHARGES**

GALLONS PER MONTH (Water Use Blocks)	RATE PER 1,000 GALLONS
0 – 5,000	\$2.50
5,001 – 10,000	\$3.13
10,001 – 15,000	\$3.91
15,001 – 20,000	\$4.88
20,001 – 30,000	\$6.10
30,001 - 45,000	\$7.63
>45,001	\$9.71

(c) **Minimum Monthly Charge for Wholesale/Out-Of-District Water Service Fees:**

Schedule C

**WHOLESALE/OUT-OF-DISTRICT MINIMUM MONTHLY CHARGE**

(INCLUSIVE OF ZERO GALLONS)

WHOLESALE/OUT-OF-DISTRICT METER DIAMETER	MONTHLY CHARGE
5/8" & 3/4" Diameter Meter:	\$ 33.27 Per Month
1" Diameter Meter:	\$ 83.18 Per Month
1-1/2" Diameter Meter:	\$ 166.35 Per Month
2" Diameter Meter:	\$ 266.16 Per Month
3" Diameter Meter:	\$ 532.32 Per Month
4" Diameter Meter:	\$ 831.75 Per Month
6" Diameter Meter:	\$1,663.50 Per Month

(d) **Volumetric Charge for Wholesale/Out-Of-District Service Fee (per thousand gallons used):**

Schedule D

**WHOLESALE/OUT-OF-DISTRICT GALLONAGE CHARGES**

Flat Rate Per 1,000	\$9.13
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**APPENDIX B**

(e) District Meter Purchase Price Fee (Effective on October 1, 2018):

**Schedule E**  
**DISTRICT NEW METER PURCHASE PRICE**

METER SIZE	METER PRICE
5/8"	\$378.00
3/4"	\$419.00
1"	\$446.00
1 1/2"	\$868.00
2"	\$1,117.00
3"	\$2,490.00
4"	\$2,999.00
6"	\$4,645.00
8" FSA	\$17,725.00
10" FSA	\$22,832.00

(f) Water Service Tap Fees:

1. Retail short tap water service\* \$2,500 deposit - If cost is less than \$2,500, balance refunded to applicant. If cost more than \$2,500 deposit, applicant shall pay overage balance to District before water service is connected.
2. Retail long tap water service\*\* \$7,000 deposit - If cost is less than \$7,000, balance refunded to applicant. If cost more than \$7,000 deposit, applicant shall pay overage balance to District before water service is connected.
3. Wholesale/Out-Of-District water tap service - Tap fee(s) set by wholesale/out-of-district service agreement.
4. Angle Stop Upgrade Deposit \$750.00 - If cost is less than \$750, balance refunded to applicant. If cost more than \$750 deposit, applicant shall pay overage balance to District before water service is connected.

\* "Short Tap" means the Customer's water meter is located on the same side of a roadway as the District's water transmission main, requiring a short water service line

\*\* "Long Tap" means the Customer's water meter is located on the opposite side of a roadway as the District's water transmission main, requiring a long water service line and a road cut or bore for service line installation

**APPENDIX B**

**(g) Fire Hydrant Meter Fee:**

1. Application Fee \$100.00
2. Security Deposit \$750.00
3. Monthly Rental \$75.00 (First Month Due at Time of Rental)
4. Volumetric Water Charge as per Schedule F
5. Bulk Water Charge: \$75 Base Fee Plus Volumetric Water Charge Per Schedule F

**Schedule F**

**FIRE HYDRANT METER GALLONAGE CHARGES**

GALLONS PER MONTH (Water Use Blocks)	RATE PER 1,000 GALLONS
0 – 5,000	\$2.50
5,001 – 10,000	\$3.13
10,001 – 15,000	\$3.91
15,001 – 20,000	\$4.88
20,001 – 30,000	\$6.10
30,001 - 45,000	\$7.63
>45,001	\$9.71

**(h) Failure to Trim or Remove Landscaping - Right of Access Fee:**

Actual cost to the District as invoiced by the District's contractor.

**(i) Temporary Water Service Fees (Five (5) Consecutive Day Maximum) (Effective October 1, 2018):**

Flat rate of \$75 up to 5,000 gallons of water use.  
\$9.71 per 1,000 gallons after 5,000 gallons of water use.

**(j) Water Service Application Fees:**

Retail Service \$100.00 (non-refundable)  
Wholesale/Out-Of-District Service – District Cost (non-refundable)

**(k) Water Meter Disconnection and Reconnection Fees:**

Door Tag fee 35.00  
Reconnection fee when meter is not removed - \$50.00  
Reconnection fee with meter is removed - \$150.00  
Additional after hours (after 2:00 P. M. and before 8:00 A. M. of next day) - \$70.00

**APPENDIX B**

**(l) Plumbing Inspection Fees:**

Residential Initial Inspection - \$60.00  
Residential Reinspection - \$60.00  
Non-Residential Initial Inspection - \$60.00 or actual cost  
Non-Residential Reinspection - \$60.00 or actual cost

**(m) Cross-Connection and Backflow Inspection:**

Field Survey - \$50.00  
Residential Initial Inspection - \$60.00  
Residential Reinspection - \$60.00  
Non-Residential Initial Inspection - \$60.00 or actual cost  
Non-Residential Reinspection - \$60.00 or actual cost

**(n) Violation of Terms of Rate Order/Tariff Penalties:**

First Offense \$1,000 or actual cost, whichever is greater  
Second Offense \$1,500 or actual cost, whichever is greater  
Fire Hydrant Equipment Damage \$5,000 or actual cost, whichever is greater  
Unauthorized Use of Water \$1,000 plus water cost and/or applicable penalties.

**(o) Deposits (Security):**

5/8" or 3/4" meter	\$150.00
1" meter	\$200.00
1-1/2" meter	\$250.00
2" meter	\$300.00
3" meter	\$350.00
4" meter	\$500.00
6" meter	\$1,000.00
8" meter	\$2,000.00
10" meter	\$4,000.00

**(p) Late Fees:**

One-time charge of 10% of the current outstanding amount on a monthly bill

**(q) Returned Check Fee:**

Charge of \$50.00 per returned check or other form of customer payment.

**APPENDIX B**

**(r) Meter Field Testing, Re-Read, Replacement and Data Log Fees:**

Meter Field Testing Fee \$50.00 or actual cost, whichever is greater  
Meter Re-read Fee \$50.00  
Data Log \$50.00  
Meter Replacement Fee \$400.00 or actual cost, whichever is greater

**(s) Equipment Damage Fee:**

Charge of \$50.00 or actual cost, whichever is greater.

**(t) Drought Contingency or Conservation Plan Violation Fees:**

Second Violation \$200.00  
Third Violation \$700.00  
Reconnection Charge after Fourth Violation \$500.00 Additional  
Deposit following Fourth Violation \$500.00

**(u) Engineering Review Fee:**

Deposit \$2,000 or Actual Cost.

**(v) Legal Review Fee:**

Actual cost.

**(w) Attorney and/or Court Cost Fees:**

At cost.

**(x) TCEQ Regulatory Assessment Fee:**

Per State of Texas requirements

**(y) Additional Charges (Non-Routine):**

At District cost.

**(z) Filing Fee:**

\$100 or actual cost, whichever is greater.

**Travis County Water Control & Improvement District Number 10**  
**Order Setting Tax Rate**  
**Order No. 2023-09-13.3**

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Jon Luce	Secretary/Treasurer
Greg Reynolds	Assistant Secretary
Pam Reed	Assistant Secretary

All members of the Board were present, except for N/A, thus constituting a quorum.

**WHEREUPON**, among other business conducted by the Board, Director Barker introduced the Order set out below and moved its adoption, which motion was seconded by Director McCall and, after full discussion and the question being put to the Board of Directors, said motion was carried by the following vote:

"Aye" 5; "No" 0.

The Order thus adopted is as follows:

**WHEREAS**, the Board of Directors was authorized to levy a sufficient tax to provide for the payment of principal of and interest on bonds issued by the District, and to levy a sufficient tax for maintenance purposes by the voters of the District in an election held;

**WHEREAS**, the District may levy a tax on all taxable property in the District in sufficient amount to pay the interest on outstanding bonds and to create a sinking fund for the payment of the principal amount of such bonds when due as set out in Section 51.433, Texas Water Code;



**WHEREAS**, the District may levy a tax on all taxable property in the District to provide for payment of expenses as set out in Section 49.107(a), Texas Water Code;

**WHEREAS**, the District on June 9, 2016 issued its \$45,970,000 Unlimited Tax and Revenue Bonds, Series 2016;

**WHEREAS**, the Board of Directors has reviewed and approved its operation budget for its fiscal year October 1, 2023, through September 30, 2024 and has determined what maintenance tax rate should be set to meet such budget requirements;

**WHEREAS**, the appraisal roll of the District for 2023 has been prepared and certified by the Travis Central Appraisal District and submitted to the District's tax collector;

**WHEREAS**, assessments and renditions of all taxable property in the Travis County Water Control & Improvement District Number 10 have been made for the year 2023 by the Travis Central Appraisal District:

**NOW, THEREFORE:**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NUMBER 10:**

Section 1. That assessment and renditions for the year 2023 on all taxable property are hereby approved.

Section 2. That the tax rate to be levied for the year 2023 on all taxable property, real, personal, or mixed, located in Travis County Water Control & Improvement District No. 10, be, and is hereby fixed at .0234 PER \$100 for M. & O. and .0400 PER \$100 for I. & S. with an assessment ratio of 100% of market value.

Section 3. That this resolution shall take effect from and after its passage is approved.



Paul Barker  
President, Board of Directors



Jon Luce  
Secretary, Board of Directors



TRAVIS COUNTY TAX OFFICE  
BRUCE ELFANT  
TAX ASSESSOR AND COLLECTOR

Travis County Tax Office  
TNT@traviscountytx.gov  
P 512 854 9473  
F 512 854 5488  
PO Box 1748  
Austin, TX 78767

2433 RIDGEPOINT DRIVE  
AUSTIN, TX 78754  
(512) 854-9473

2023 TAX RATE SUBMISSION

The deadline to adopt a tax rate is September 30. The deadline to submit the adopted tax rate to the Tax Office is September 30.

Texas Property Tax Code Section 26.16 Posting of Tax Rate on County's Internet Website

(a) The county assessor-collector for each county that maintains an Internet website shall post on the website of the county the following information for the most recent five tax years beginning with the 2023 tax year for each taxing unit all or part of the territory of which is located in the county:

- (1) the adopted tax rate;
- (2) the maintenance and operations rate;
- (3) the debt rate;
- (4) the No-New-Revenue Tax Rate (NNR);
- (5) the No-New-Revenue Rate (NNRM&O); and
- (6) the Voter-Approval Tax Rate (VAR).

(b) Each taxing unit all or part of the territory of which is located in the county shall provide the information described by Subsection (a) pertaining to the taxing unit to the county assessor-collector annually following the adoption of a tax rate by the taxing unit for the current tax year. The chief appraiser of the appraisal district established in the county may assist the county assessor-collector in identifying the taxing units required to provide information to the assessor-collector.

As prescribed by Texas Property Tax Code Section 26.16, please provide your tax rate information by completing and returning this form. The form is formatted as a PDF form. You may complete the form electronically by clicking Submit or emailing it as an attachment; or you may print it, complete it manually, and mail or fax it. We must have your completed form in our office not later than September 30. Please input rates per \$100 of property value.

Type the name of your jurisdiction:

Taxing Unit

Travis County Water Control & Improvement District #10

2023 Adopted Total Tax Rate	.0634	/\$100
2023 Adopted Maintenance and Operations Rate	.0234	/\$100
2023 Adopted Debt Rate	.0400	/\$100
2023 No-New-Revenue Tax Rate (NNR)	.0632	/\$100
2023 No-New-Revenue Rate (NNRM&O)	.0240	/\$100
2023 Voter-Approval Tax Rate (VAR)	.0635	/\$100

We must have a copy of your signed order, ordinance or resolution that sets your tax rate(s) in our office not later than September 30. You may email your signed tax rate document(s) along with this form, in a separate email, or you may mail or fax it. Please indicate your method of delivery if you are not submitting this form and your signed tax rate document(s) together in one correspondence.

[Empty box for signature]

I hereby acknowledge that this is our total adopted tax rate and that it will be used by the Travis County Tax Office as our tax rate for the 2023 Tax Statements.

Carla A. Orts

Form completed by (your name)

9/13/2023

Date



**TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 10**

**AMENDED AND RESTATED INFORMATION FORM**

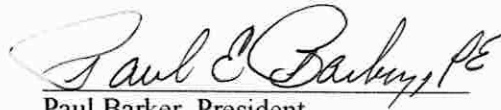
STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

The undersigned, a majority of the members of the Board of Directors of Travis County Water Control & Improvement District No. 10, make and execute this Amended and Restated Information Form in compliance with Section 49.455 of the Texas Water Code. We certify the following is true and correct:

1. The name of the District is Travis County Water Control & Improvement District No. 10.
2. The District consists of 4,996.85 acres, more or less, more particularly described by the metes and bounds description in the Order of Annexation filed September 1, 2022, recorded as Document No. 2022147628  
  
in the Travis County Official Public Records.
3. The most recent rate of District-wide taxes on property located in the District for operation and maintenance purposes is \$0.0234 on each \$100 of assessed valuation.
4. The most recent rate of District-wide taxes on property located in the District for debt service is \$0.0400 on each \$100 of assessed valuation.
5. The total amount of bonds that the voters in the District have approved and that the District has issued is \$45,970,000.
6. The aggregate initial principal amount of all District-wide bonds of the District payable in whole or in part from taxes, which the District has previously issued and remain outstanding, is \$37,230,000.
7. The District does not currently impose a standby fee.
8. The date on which the election to confirm the creation of the District was held on September 29, 1956.
9. The functions performed or to be performed by the District are to provide water utility services.
10. The particular form of Notice to Purchasers required by Sec. 49.452 of the Texas Water Code to be furnished by a seller to a purchaser of real property in the District, completed by the District with all information required to be furnished by the District, is attached hereto as Exhibit "A."

This Information Form supersedes the prior Information Form filed in the Travis County Official Public Records.

SIGNED this 13th day of September 2023.



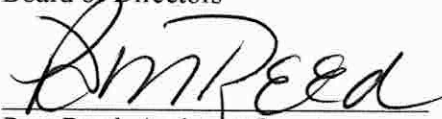
Paul Barker, President  
Board of Directors



Buster McCall, Vice-President  
Board of Directors



Jon Luce, Secretary-Treasurer  
Board of Directors



Pam Reed, Assistant Secretary  
Board of Directors



Greg Reynolds, Assistant Secretary  
Board of Directors

(SEAL)

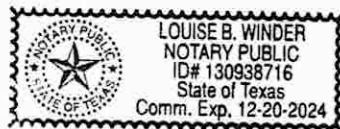
Acknowledgment

STATE OF TEXAS       §

COUNTY OF TRAVIS    §

This instrument was acknowledged before me on September 13, 2023 by Paul Barker, Pam Reed, Jon Luce, Buster McCall and Greg Reynolds of Travis County Water Control & Improvement District No. 10.

(SEAL)





Notary Public, State of Texas

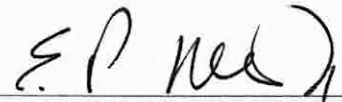
STATE OF TEXAS §

COUNTY OF TRAVIS §

We hereby certify that the above and foregoing information is true and correct.



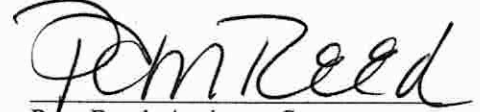
Paul Barker, President  
Board of Directors



Buster McCall, Vice-President  
Board of Directors



Jon Luce, Secretary-Treasurer  
Board of Directors



Pam Reed, Assistant Secretary  
Board of Directors



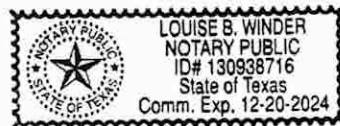
Greg Reynolds, Assistant  
Secretary  
Board of Directors

Sworn and subscribed to before me, the undersigned authority, on this 13<sup>th</sup> day of  
September 2023.



Notary Public, State of Texas

(SEAL)



**Exhibit A**  
**NOTICE TO PURCHASERS**  
**IN TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 10**  
(Pursuant to Texas Water Code, Section 49.452)

The real property, described below, that you are about to purchase is located in TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 10 (the "District"). The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is \$0.0634 on each \$100 of assessed valuation. If the District has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$0.0634 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$45,970,000, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$45,970,000.

The District is located in part within the corporate boundaries or extraterritorial jurisdiction of the City of Austin (a home rule municipality) and in part within the corporate boundaries or extraterritorial jurisdiction of the City of Westlake Hills. (a general-law municipality). The taxpayers of the District are subject to the taxes imposed by one of these municipalities depending on the location of the property and by the District until the District is dissolved. By law, a district located within the corporate boundaries of two or more municipalities may only be abolished by agreement among the District and all municipalities in which parts of the District are located.

The purpose of this District is to provide water services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District. The legal description of the property you are acquiring is as follows:

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

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Date

NOTARY ACKNOWLEDGMENT FOR SELLER:

STATE OF TEXAS

COUNTY OF TRAVIS

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_

[Seal]

Notary Public, State of Texas  
My commission expires : \_\_\_\_\_

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF AUGUST THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE DISTRICT APPROVES THE TAX RATES. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Date

NOTARY ACKNOWLEDGMENT FOR PURCHASER:

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_\_\_\_,  
by \_\_\_\_\_.

[Seal]

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

For Further Information Contact:  
Travis County WCID No. 10  
5324 Bee Cave Rd.  
Austin, Texas 78746  
512-327-2230

**INSTANT RETURN**



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dyana Limon-Mercado*

**Dyana Limon-Mercado, County Clerk  
Travis County, Texas**

**2023106092**

Sep 15, 2023 10:54 AM

Fee: \$42.00

LOPEZS

**RESOLUTION NO. 2023-09-13.4**

**RESOLUTION OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY  
WATER CONTROL & IMPROVEMENT UTILITY DISTRICT NO. 10  
AFFIRMING THE DISTRICT'S INVESTMENT POLICY**

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

**WHEREAS**, a regular meeting of the Board of Directors of Travis County Water Control & Improvement District No. 10 (the "District") was held on September 13, 2023;

**WHEREAS**, notices of this regular meeting were properly posted;

**WHEREAS**, a quorum of the Board of Directors of the District was present at the regular meeting;

**WHEREAS**, the Board of Directors of the District previously adopted its Investment Policy and Investment Strategies on September 17, 2015 ("Investment Policy") in accordance with Chapter 2256 of the Texas Government Code (the "Public Funds Investment Act"); and

**WHEREAS**, the Board desires to conduct its annual review of the Investment Policy in accordance with the Public Funds Investment Act.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Board of Directors of Travis County Water Control & Improvement District No. 10 affirms the Investment Policy and Investment Strategies as attached in Exhibit "A"; and
2. The Board of Directors of Travis County Water Control & Improvement District No. 10 direct the Secretary to file a copy of this Resolution Adopting the Investment Policy in the official records of the District.

**ADOPTED** this 14<sup>th</sup> day of September 2023.

**TRAVIS COUNTY WATER CONTROL &  
IMPROVEMENT UTILITY DISTRICT NO. 10**

  
Paul Barker, President

[DISTRICT SEAL]

ATTEST:

  
Jon Luce, Secretary



# TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 10

## INVESTMENT POLICY

### I. STATUTORY AUTHORITY

1.01 Statutory Authority. This Policy has been adopted pursuant to, and in accordance with the requirements of, Chapter 2256 of the Texas Government Code (the Public Funds Investment Act) and Chapter 2257 of the Texas Government Code (the Public Funds Collateral Act).

### II. SCOPE

2.01 Scope. This Policy applies to the investment of all funds of Travis County Water Control and Improvement District (the "District") and funds under its control. The Board of the District shall review this Investment Policy and the investment strategies set forth herein not less than annually and shall make any changes thereto as determined by the Board of the District to be necessary and prudent for the management of District funds. Not less than annually, the Board shall adopt a written order or resolution stating that it has reviewed the Investment Policy and investment strategies and setting forth any changes made thereto.

### III. OBJECTIVES

3.01 Investment Objectives. Investment of funds shall be governed by the following investment objectives, in order of priority:

1. Preservation and safety of principal- The foremost objective of the District's Investment Policy is to assure safety of the invested funds. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital while minimizing credit rate and interest rate risk. Investment for speculation is prohibited.

2. Liquidity- Funds will be invested with maturities necessary to maintain sufficient liquidity to provide adequate and timely working funds.

3. Yield- Return on investment is of least importance compared to the safety and liquidity objectives described above.

IV.  
INVESTMENT PARAMETERS

4.01. Investment Strategies. The District's overall investment strategy shall be to purchase high credit quality investments that preserve the safety of capital, maximize liquidity, promote diversification, and provide reasonable market yield (in that order of priority), based on the District's anticipated cash flows and the maintenance of a liquidity buffer for unanticipated liabilities. Investments are to be chosen in a manner which promotes diversity by market sector, credit and maturity. The choice of high credit quality investments and high-grade money market instruments are designed to assure the marketability of those investments should liquidity needs arise. Detailed strategies by fund type are set forth in Exhibit "A" of this Policy. The Board of the District shall review annually the investment strategies and shall make any changes thereto as determined by the Board to be necessary and prudent for the management of the District's funds.

4.02 Maximum Maturities. The District will match its investments with anticipated cash flow requirements. To match anticipated cash flow requirements, the maximum weighted average maturity of the overall portfolio shall not exceed 365 days and a benchmark of the six-month and one-year Treasury Bills shall be used to measure risk in the portfolio. Unless matched to a specific cash flow requirement, the District will not directly invest in securities maturing more than 24 months from the date of purchase.

4.03 Diversification. The District may diversify its portfolio to reduce risk.

4.04. Competitive Bidding Requirement. All securities, including certificates of deposit, will be purchased or sold after three (3) offers/bids are taken to verify that the District is receiving fair market value/price for the investment. Bids for certificates of deposit may be solicited orally, in writing, electronically, or any combination of these methods.

4.05. Delivery versus Payment. All security transactions entered into by the District shall be conducted on a delivery versus payment (DVP) basis. Securities will be held by a third party custodian designated by the Investment Officers (as defined in Article V below) and evidenced by safekeeping receipts.

4.06 Rating Declines or Loss of Rating. The Investment Officers shall monitor the credit rating on all authorized investments in the District's portfolio based on independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by this Policy (i.e. Public Funds Investment Act), the Investment Officers shall immediately solicit bids for and sell the security if possible, regardless of a loss of principal.

4.07 Electronic Wire Transfers. The Investment Officers may use electronic means to transfer or invest funds collected or controlled by the District. Electronic transfers shall only be made between District accounts and in the name of the District, unless otherwise authorized in writing by the Board of the District.

V.  
DELEGATION OF INVESTMENT AUTHORITY

5.01 Appointment of Investment Officers. Mark Burton and Ghia Lewis are hereby appointed the Investment Officers of the District. The Investment Officers shall be responsible for the investment of District funds in accordance with this Investment Policy. If the Board has contracted with another investing entity to invest the District's funds, as authorized by the Public Funds Investment Act, the Investment Officer of the other investing entity is considered to be the Investment Officers of the District for such purposes. The authority hereby granted to the Investment Officers to invest the District's funds is effective until rescinded by the Board, until the expiration of the officer's term or the termination of the person's employment with the District, or if an investment management firm, until the expiration of the contract with the District.

5.02 Investment Training. The Investment Officers shall attend at least one investment training session from an independent source and containing at least six hours of instruction relating to investment responsibilities within 12 months after taking office or assuming duties. The Investment Officers shall also attend an investment training session within each two-year period after the first year and receive not less than four hours of instruction relating to investment responsibilities from an independent source. Training must include education on investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and compliance with the Public Funds Investment Act.

5.04 Prudence. The standard of care to be used by the Investment Officers shall be prudent person standard, and shall be applied in the context of managing the overall portfolio. This standard states that the person designated as the Investment Officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs. In determining whether the Investment Officers have exercised prudence with respect to an investment decision, the determination shall take into consideration (i) the investment of all funds over which the Investment Officers have responsibility rather than consideration as to the prudence of a single investment, and (ii) whether the investment decision was consistent with this Investment Policy.

5.05 Ethics. Officers and employees involved in the investment of District funds shall refrain from personal activity that could conflict with the proper execution and management of the District's investment program. Employees and investment officials shall disclose, in writing, any material interests, including personal business relationships, with any financial institution with which it is proposed that the District conduct business. For purposes of District investments, employees or investment officials have a personal business relationship with a business organization if:

- (i) the individual owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;

- (ii) funds received by the individual from the business organization exceed 10 percent of the individual's gross income for the previous year; or
- (iii) the individual has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the individual.

5.06 Limitation of Personal Liability. Authorized representatives of the District who invest the District's funds in accordance with this Policy shall have no personal liability for any individual security's credit risk or market price changes provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

## VI. INVESTMENT REPORTS

6.01 Internal Management Reports. The Investment Officers with the assistance of the District's Bookkeeper shall prepare and submit not less than quarterly to the Board of Directors of the District written reports of investment transactions for all funds of the District for the preceding reporting period. The quarterly reports shall comply with the requirements of Section 2256.023 of the Public Funds Investment Act. Specifically, the quarterly report shall:

- (i) Describe in detail the investment position of the District;
- (ii) Be prepared jointly by all Investment Officers;
- (iii) Be signed by each Investment Officer;
- (iv) Contain a summary statement of each pooled fund group that states the:
  - (A) beginning market value for the reporting period;
  - (B) ending market value for the period;
  - (C) fully accrued interest for the reporting period;
  - (D) state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
  - (E) state the maturity date of each separately invested asset that has a maturity date;
  - (F) state the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and
  - (G) state the compliance of the investment portfolio of the District as it relates to: (i) the investment strategy expressed in this Policy; and (ii) relevant provisions of the Public Funds Investment Act.

VII.  
COLLATERAL, SAFEKEEPING, AND CUSTODY REQUIREMENTS

7.01 Collateral Policy. Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the District to require full collateralization of all District funds on deposit with a depository bank and for repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments, less an amount insured by the FDIC. At its discretion, the District may require a higher level of collateralization for certain investment securities. Securities pledged as collateral shall be held by an independent third party with which the District has a current custodial agreement. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the District and retained. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate.

7.02 Authorized Collateral for Time and Demand Deposits. The District shall accept only the following securities as collateral for time and demand deposits:

- (i) FDIC insurance coverage;
- (ii) Obligations of the United States, its agencies or instrumentalities, or other evidence of indebtedness of the United States guaranteed as to principal and interest; and
- (iii) Obligations of Texas or other states or of a county, city or other political subdivision of a state having been rated as not less than "AA" or its equivalent by two nationally recognized rating agencies.

7.03 Authorized Collateral for Repurchase Agreements. The District shall accept as collateral for repurchase agreements only obligations of the United States, its agencies or instrumentalities.

VIII.  
AUTHORIZED INVESTMENTS

8.01 Authorized Investments. The following are authorized investments for the District's funds, as further described and restricted by the Public Funds Investment Act:

- A. Obligations of, or guaranteed by, the United States. Obligations of the United States, its agencies and instrumentalities, excluding mortgage backed securities, and that are authorized investments under Section 2256.009 of the Public Funds Investment Act.

- B. State Obligations. Obligations of the State of Texas or any state of the United States or their respective agencies and instrumentalities, agencies, counties, cities, and other political subdivisions rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent, and that are authorized investments under Section 2256.009 of the Public Funds Investment Act.
- C. Other Governmental Obligations. Obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
- D. Certificates of Deposit/Share Certificates.
- (a) Fully insured or collateralized certificates of deposit or share certificates that are approved investments under Section 2256.010 of the Public Funds Investment Act: (i) from a depository institution that has its main office or a branch office in the State of Texas; and (ii) that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or by the National Credit Union Share Insurance Fund or its successor, as applicable. Authorized certificates of deposit shall include such certificates purchased through the CDARS program with a Texas bank.
- (b) Fully insured certificates of deposit purchased from a broker or a bank that has its main office or a branch office in the State of Texas and is selected from the list of qualified brokers attached to this Investment Policy. All investments in such brokered certificates of deposit shall be made on a delivery versus payment basis to the District's safekeeping agent, and the Investment Officers shall verify that the bank is fully insured by the Federal Deposit Insurance Corporation prior to purchase. In the event any bank from which the District has purchased a brokered certificate of deposit merges with, or is acquired by, another bank in which brokered certificates of deposit are owned by the District, the Investment Officers shall immediately contact the banks and liquidate any brokered certificate that exceeds FDIC insurance levels.
- E. Repurchase Agreements. Fully collateralized repurchase agreements with a defined termination date executed with a primary dealer as defined by the Federal Reserve or a financial institution doing business in this state, and that are authorized investments under Section 2256.011 of the Public Funds Investment Act.
- F. Mutual Funds. AAA-rated, SEC registered money market mutual funds that are registered and regulated by the Securities and Exchange

Commission subject to the limitations set forth in Section 2256.014 of the Public Funds Investment Act.

- G. Commercial Paper. Commercial paper that has a stated maturity of 90 days or fewer from the date of its issuance and that is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies, or one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United State or any state, as authorized under Section 2256.013 of the Public Funds Investment Act
- H. Investment Pools. AAA-rated, constant-dollar local government investment pools that meet the requirements set forth in the Public Funds Investment Act for the investment of public funds, including Sections 2256.016, .017, .018, and .019, and provided further that such investments must be approved by the Board of Directors of the District by separate resolution.

#### IX.

#### AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

9.01 Authorized Financial Dealers and Institutions. The Board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of public funds; provided, that a contract may not be for a term longer than two years, and any renewal or extension thereof must be made by the Board by order or resolution.

#### X.

#### MISCELLANEOUS

10.01 Policy to be Presented to Investment Officers. The Investment Officers shall be presented a copy of this Investment Policy and shall execute a written instrument substantially in the form attached hereto as **Exhibit "B"** to the effect that each Investment Officer has:

1. received and thoroughly reviewed a copy of this Investment Policy; and
2. implemented procedures and controls to comply with the Investment Policy.

10.02 Policy to be Presented to Investment Firms. A written copy of the Investment Policy shall be presented to any person offering to engage in an investment transaction with the District or to an investment management firm under contract with the District to invest or manage the District's investment portfolio. The qualified representative of the business organization offering to engage in an investment transaction with the District shall execute a written instrument in a form acceptable to the District and the business organization substantially to the effect that the business organization has:

1. received and reviewed the Investment Policy of the District; and
2. acknowledged that the business organization has implemented procedures and controls in an effort to preclude investment transactions conducted between the District and the organization that are not authorized by the District's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the District's entire portfolio or requires an interpretation of subjective investment standards. The Investment Officers may not acquire or otherwise obtain any authorized investment described in the Investment Policy from a person who has not delivered to the District the written instrument set forth in **Exhibit "B"** hereof.

The District shall maintain a copy of each of the executed written statements described in Sections 10.01 and 10.02 for the auditor.

At any time that the District amends this Investment Policy, the Investment Officers shall present the amended Investment Policy to all persons and/or business organizations at which funds of the District are invested and shall obtain a new written instrument as described in Section 10.01(B) hereof.

10.03 Annual Financial Audit. The District, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

10.04 Selection of Authorized Brokers. The District shall annually review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the District. Approved Investment Brokers are those listed in **Exhibit C** of this Policy.

10.05 Effective Date. This Policy shall be effective as of September 17, 2015.



**EXHIBIT A - 1**

**INVESTMENT STRATEGY**

**DEBT SERVICE FUNDS**

Investment Objective:

To purchase investments that will preserve the safety of capital and maximize yield (in that order of priority) taking into account the timing of the District's debt service payments.

Investment Strategy:

To invest in any of the authorized investments listed in Article VIII of the District's Investment Policy, provided that:

1. For funds needed for the District's next debt service payment, the investment shall mature no later than the date the debt service payment is due.
2. For funds in the debt service reserve fund, the maximum stated maturity date of the investment shall be no greater than 24 months after the date of purchase and cannot exceed the final maturity of the underlying bond(s) or note(s) for which it is reserved.

**EXHIBIT A – 2**

**INVESTMENT STRATEGY**

**CONSTRUCTION FUNDS**

**(Including Capital Project Fund Accounts and Capital Recovery Fee Accounts)**

Investment Objective:

To purchase investments that will preserve the safety of capital and maximize yield (in that order of priority) taking into account the timing of the District's cash flow requirements for its construction projects.

Investment Strategy:

To invest in any of the authorized investments listed in Article VIII of the District's Investment Policy, provided that:

1. Investment maturities shall generally follow anticipated cash flow requirements. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.
2. Market conditions and arbitrage regulations shall be considered to avoid arbitrage.

**EXHIBIT A-3**

**INVESTMENT STRATEGY**

**UNRESTRICTED OPERATING FUNDS  
(Including Maintenance Tax and Operating Fund Accounts)**

Investment Objective:

To purchase investments that will preserve the safety of capital, maximize liquidity, and maximize yield (in that order of priority), taking into account the District's monthly operating expenses, capital improvements, special projects, and other expenditures and ensuring the availability of funds as necessary.

Investment Strategy:

To invest in any of the authorized investments listed in Article VIII of the District's Investment Policy, provided that the investment will mature no later than 24 months after the date of purchase. Investments must meet projected cash flow requirements.

**EXHIBIT A-4**  
**INVESTMENT STRATEGY**  
**RESERVE FUNDS**

Investment Objective:

To purchase investments that will preserve the safety of capital, maximize liquidity, and maximize yield (in that order of priority), taking into account the necessity of the availability of funds in an emergency situation and for the purposes for which the reserves are established.

Investment Strategy:

To invest in any of the authorized investments listed in Article VIII of the District's Investment Policy, provided that any investment will mature no later than 24 months after the date of purchase. Investments from funds dedicated to the Restricted Fund must have staggered maturities and no more than 50% of these funds may exceed a six (6) month maturity date.

**EXHIBIT B**

**INVESTMENT OFFICER AND INVESTMENT FIRM CERTIFICATION  
OF RECEIPT AND REVIEW OF INVESTMENT POLICY**

THE STATE OF TEXAS

COUNTY OF TRAVIS

I, \_\_\_\_\_  
of \_\_\_\_\_, do hereby certify that I have been  
presented a copy of the Investment Policy for \_\_\_\_\_ dated \_\_\_\_\_.  
I have thoroughly reviewed the Investment Policy and acknowledge that  
\_\_\_\_\_ has implemented procedures and controls to comply with the  
Investment Policy.

WITNESS MY HAND THIS \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**  
**List of Approved Brokers and Investment Firms**

2023

**LIST OF AUTHORIZED BROKERS**

ABC Bank	Moody National Bank
Amegy Bank of Texas, N.A.	New First National Bank
American Bank	North Star Bank of Texas
Austin Capital Bank	One West Bank
BB & T	Origin Bank
Bank of America N.A.	PNC Bank/The PNC Financial Services Group, Inc.
Bank of New York- Mellon	Plains Capital Bank
Bank of Texas N.A.	Plains State Bank
Bank of the Ozarks (Bank Ozk)	Prosperity Bank
Brenham National Bank	R Bank
Cadence Bank	Regions Bank
Capital Bank of Texas	Simmons Bank
Capital Markets Group	SouthStar Bank
Capital One	Southwest Securities
Central Bank	State Bank of Texas
Chasewood Bank	State Street Bank & Trust Co.
Citibank N.A.	Stellar Bank
CIT Bank	Stifel Nicholas
Comerica Bank	Southwestern National Bank
Comerica Securities	Sunflower Bank
Commercial State Bank	Susser Bank
Community Trust Bank	Tex Star Investment Pool
Coastal Securities	Texas Capital Bank N.A.
East West Bank	Texas Class
First Bank of Texas	Texas Citizens Bank
First Citizens Bank	Texas Exchange Bank
First Financial Bank, N.A.	Texas First Bank
First Lockhart National Bank	Texas Gulf Bank
First National Bank of Texas	Texas Regional Bank
First Texas Bank	The Independent Bankers Bank
Frontier Bank of Texas	The Mint National Bank
Frost National Bank	Texas Savings Bank
Guaranty Bank & Trust	Texpool/Texpool Prime
Hancock Whitney Bank	The Right Bank for Texas
Herring Bank	Third Coast Bank
Hometown Bank, N.A.	Trustmark National Bank
Horizon Bank	United Bank of El Paso Del Norte
Iberia Bank	United Texas Bank
ICS	Unity National Bank
Independent Bank	U. S. Bank
International Bank of Commerce	Veritex Bank
Inter National Bank	Wallis Bank
IntraFi Network Deposits	Wells Fargo Bank, N.A.
JP Morgan Chase	Wells Fargo Brokerage Services, LLC
Legacy Texas Bank	Wells Fargo Trust
Lone Star Bank	West Star Bank
Lone Star Capital Bank	Woodforest National Bank
Lone Star Investment Pool	



TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT  
NUMBER 10

ORDER GRANTING PETITION FOR ANNEXATION OF LAND  
Order No. 2023-9-13.5

The Board of Directors of Travis County Water Control & Improvement District No. 10 (the "District") met in a regular session, open to the public, after due notice, in the conference room of the Travis County Water Control & Improvement District, 5324 Bee Cave Rd., Austin, Texas 78767, inside the boundaries of the District, on the 13<sup>th</sup> day of September 2023; whereupon the roll was called of the members of the Board of Directors, to wit:

Paul Barker	President
Buster McCall	Vice President
Jon Luce	Secretary
Greg Reynolds	Assistant Secretary
Pam Reed	Assistant Secretary

All members of the Board were present, except for N/A, thus constituting a quorum.

**WHEREUPON**, among other business conducted by the Board, Director Reed introduced the Order set out below and moved its adoption, which motion was seconded by Director McCall and, after full discussion and the question being put to the Board of Directors, said motion was carried by the following vote:

"Aye" 5; "No" 0.

The Order thus adopted is as follows:

**WHEREAS**, the District is located in Travis County, Texas, and was created in accordance with the provisions of Article XVI, Section 59 of the Texas Constitution and operating in accordance to the provisions of the Texas Water Code;

**WHEREAS**, Section 51.714 of the Texas Water Code authorized the Board of Directors to annex land into the District upon the owner of land filing a petition with the Board requesting that the land described by metes and bounds in the petition be included in the District;

**WHEREAS**, on the 13<sup>th</sup> day of September 2023, \_\_\_\_\_ (the "Petitioner") presented to the Board of Directors a complete and duly executed Petition for Annexation, in the form acceptable to the District, a copy of said petition the land described by metes and bounds (the "Property"), which is attached hereto as Exhibit A and incorporated herein for all purposes;



**WHEREAS**, the Property is contiguous to the District, and the Petitioner is requesting that the Property be added to and become part of the District; and

**WHEREAS**, the Board of Directors finds that the proposed annexation and addition and inclusion of the Property in the District is to the advantage to the District, and that the District's water supply and other improvements are sufficient to supply water to the Property without injury to other lands located within and served by the District;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NUMBER 10:**

Section 1. That the attached Petition for Annexation is hereby approved based on the information contained therein or attached thereto, and accordingly, the Property is hereby added to and is made part of the District and subject to the District's rules, regulations, powers, assessments, taxes, and authority.

Section 2. That a certified copy of this Order and the Petition for Annexation be filed with the County Clerk of Travis County, Texas, to be recorded in the Deed Records of said County.

PASSED AND APPROVED, this the 13<sup>th</sup> day of September 2023.



Paul Barker, President

ATTEST:

  
Jon Luce, Secretary

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

I, the undersigned Secretary of the Board of Directors of Travis County Water Control & Improvement District No. 10, do hereby certify that the foregoing is a true and correct copy of an order passed by said Board of Directors on the 13<sup>th</sup> day of September 2023 and of the minutes pertaining to its adoption, as said order appears of record in the Minutes of said Board.

WITNESS MY HAND and self of said District this 13<sup>th</sup> day of September 2023.

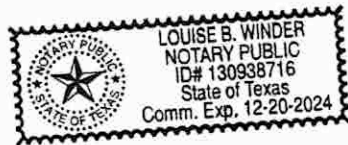
  
Jon Luce, Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on September 13, 2023 by Paul Barker and Jon Luce of Travis County Water Control & Improvement District No. 10

(SEAL)



*Louise B Winder*  
\_\_\_\_\_  
Notary Public, State of Texas

**PETITION FOR ANNEXATION**

**TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT  
NO. 10**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

**TO THE BOARD OF DIRECTORS OF TRAVIS COUNTY WATER CONTROL &  
IMPROVEMENT DISTRICT NO: 10:**

The undersigned petitioner(s), an individual, husband and wife, a corporation, a partnership, or other legal entity [please indicate which], hereinafter the "Petitioner," owns all rights, titles, and interests in the land, including any and all improvements thereon, located at 4315 Dunning Lane, more accurately described by metes and bounds in **Exhibit A** and a warranty deed **Exhibit B** attached hereto and incorporated herein for all purposes (the "Property"), including, without limitation, all mineral rights and interests. Petitioner respectfully requests Travis County Water Control & Improvement District No. 10 (the "District") to annex the Property into the District, and in support thereof, Petitioner represents, warrants, and agrees to the following:

1. If Petitioner is not an individual or husband and wife, Petitioner has attached a copy of the organizational instruments, such as the Articles of Incorporation, Certificate of Limited Partnership, Certificate of Association, or other certificate issued by the state in which it is organized and Certificates of Good Standing and Existence by the State of Texas.
2. If Petitioner is not an individual(s) or husband and wife, the person executing this Petition on behalf of the Petitioner represents and warrants to the District that such person is fully vested with the power and authority to execute and tender this Petition on behalf of the Petitioner, and represents and warrants that a true and correct copy of the resolution adopted by the Petitioner with respect to this Petition is attached hereto and incorporated herein as **Exhibit C**.
3. Petitioner owns all rights, titles, and interests in the Property, except as described on **Exhibit D** attached hereto and incorporated herein. Petitioner has attached a Nothing Further Certificate prepared and issued from a title insurance company duly licensed under the laws of the State of Texas not more than 30 days prior to the submission of this petition indicating that the Petitioner is the sole owner of the Property and that there are no existing liens, encumbrances, or other charges against the Property, or if there are, then holders thereof.
4. In the event of liens, encumbrances, or other charges, Petitioner has obtained and attached the consent of each holder thereof ("Lienholder") including such Lienholder's consent to the annexation of the Property into the District and such Lienholder's agreement to subordinate its interests in the Property to those of the District in the form acceptable to the District, a copy of which consent(s) is attached hereto and incorporated herein.

5. There are or are no tenants or other persons residing on the Property [please indicate one]. If there are tenants, Petitioner has attached a consent executed by each tenant or resident for the benefit of the District indicated each such tenant or resident's consent to the annexation of the Property into the District, which consent(s) is incorporated herein.

6. If the Property is located within the extraterritorial jurisdiction of the City of Austin or in its corporate limits, Petitioner has obtained the City of Austin's consent to the annexation of the Property by the District, a true and correct copy of which consent is attached hereto and incorporated herein for all purposes.

7. Petitioner represents and warrants that the annexation of the Property by the District will be an advantage to the Property, and the annexation of the Property will benefit and advantage the District.

8. Petitioner obliges itself and the Property to pay its prorata share of all outstanding indebtedness of the District, now existing or hereafter incurred. Petitioner acknowledges and agrees that its proportionate part of this outstanding indebtedness is determined by dividing the taxable value of the Property by the taxable value of all property contained in the District, as determined and fixed on the tax rolls of the District and multiplying the resulting percentage by the total of all outstanding indebtedness of the District.

9. Petitioner acknowledges, approves, accepts, agrees to, elects, and ratifies the right, power, duty, and authority of the District to (i) charge, assess, levy, and collect ad valorem taxes, or other assessments, (ii) place liens or encumbrances on the Property, and (iii) seize and sell the Property for the payment of delinquent taxes and penalties, all in accordance with and as provided under the laws of the State of Texas, including, without limitation, the levy of ad valorem taxes in anticipation of and for the payment of the indebtedness of the District now outstanding or as may be incurred by the District in the future.

10. Petitioner acknowledges and agrees that the District shall rely on Petitioner's statements herein and that all statement contained herein are true, correct, and complete.

In consideration of and on acceptance of this petition by the Board of Directors of the District and the resulting action thereon by the Board of Directors in annexing and adding the Property to the District, Petitioner's covenants stated herein shall become fixed with the Property, shall run with the Property, an shall be binding on Petitioner, Petitioner's heirs, representatives, assigns, or successors perpetually.

**IN WITNESS THEREOF**, the undersigned Petitioner has executed this petition on the  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[The remainder of this page left blank intentionally]

PETITIONER

**BAB V LLC**

*(Print name of Petitioner)*

*B.M.B.*  
*(Signature of Petitioner)*

STATE OF TEXAS        *ss*

COUNTY OF TRAVIS    *ss*

Before me on the 1 day of September 20 23 Ben M. Brigham  
acknowledged and swore and subscribed to this instrument.



*Debbie L. Housner*  
Notary Public

My Commission Expires: 01-24-2024

PETITIONER

**BAB V LLC**

*(Print name of Petitioner)*

*B.M.B.*  
*(Signature of Petitioner)*

STATE OF TEXAS        *ss*

COUNTY OF TRAVIS    *ss*

Before me on the 1 day of September 20 23 Ben M. Brigham  
acknowledged and swore and subscribed to this instrument.



*Debbie L. Housner*  
Notary Public

My Commission Expires: 01-24-2024

**AFFIDAVIT OF NO LIENS**

Date: August 17, 2023  
Affiant: BAB V LLC  
Grant Document: Volume 88 Pages 384-386 and \*\* of the Official Public Records of Travis County, Texas.  
Property: 4 Wild Wind Point and 4315 Dunning Lane in Travis County, Texas, and as more thoroughly described in the Warranty Deed attached as Exhibit A.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is **BAB V LLC**. I am making this affidavit on my behalf. I am above the age of eighteen years. I have never been convicted of a felony or of a crime of moral turpitude, and I am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit as holder of title to the Property. I have recently reviewed the records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

I hold title to the Property; there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property; there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property; all labor, services, and materials (the "Labor and Materials") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at my instance and request, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property; there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against me that would affect the Property; and I am not a debtor in bankruptcy.

FURTHER AFFIANT SAYETH NOT.

  
Ben N. Brigham

State of Texas       §  
                                  §  
County of Travis   §

Before me, the undersigned notary, on this day personally appeared **BAB V LLC** known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on 9-1-2023.



Debbie L. Housner  
Notary Public, State of Texas

**RESOLUTION NO. 20220728-120**

**WHEREAS**, the owner of the territory, comprised of approximately 5.03 acres and identified on the map attached as Exhibit "A" to this resolution, has requested the consent of the City to be annexed by Travis County Water Control and Improvement District No. 10 (WCID No. 10) for the provision of water service; and

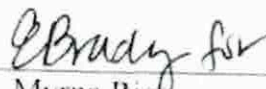
**WHEREAS**, annexation of this territory into WCID No. 10 will not create an impediment to the City's own annexation plans; **NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

Council consents to the annexation of the territory, comprised of approximately 5.03 acres and identified on the map attached as Exhibit "A" to this resolution, into Travis County Water Control and Improvement District No. 10 for the provision of water service.

**ADOPTED:** July 28, 2022

**ATTEST:**

  
Myrna Rio  
City Clerk

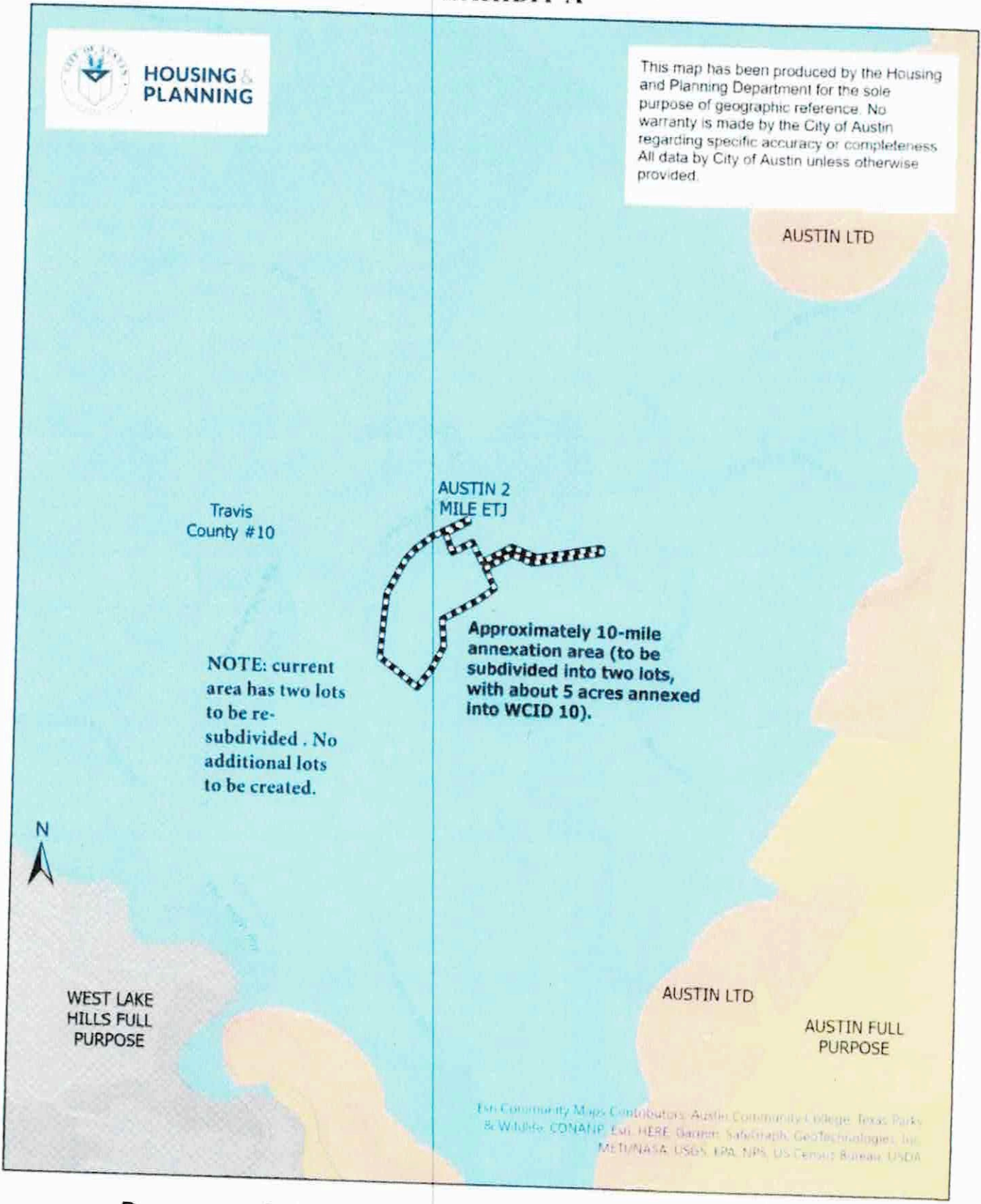


# EXHIBIT A



**HOUSING &  
PLANNING**

This map has been produced by the Housing and Planning Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness. All data by City of Austin unless otherwise provided.



Travis  
County #10

AUSTIN 2  
MILE ETJ

**NOTE: current  
area has two lots  
to be re-  
subdivided. No  
additional lots  
to be created.**

**Approximately 10-mile  
annexation area (to be  
subdivided into two lots,  
with about 5 acres annexed  
into WCID 10).**

WEST LAKE  
HILLS FULL  
PURPOSE

AUSTIN LTD

AUSTIN FULL  
PURPOSE

Esri Community Maps Contributors: Austin Community College, Texas Parks & Wildlife, COMANP, Esri, HERE, Garmin, Swisstopo, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

## Proposed Annexation of Property into WCID 10

Case: C12M-2022-0001

**OPERATING AGREEMENT FOR  
BAB V, LLC**

This Operating Agreement ("Agreement") of BAB V, LLC, a Texas limited liability company ("Company"), is entered and effective as of May 22, 2019 by and between BAB V, LLC and Ben M. Brigham, the sole member ("Member").

**SECTION 1: DEFINITIONS**

For purposes of this Agreement, unless the context clearly indicates otherwise, all of the capitalized words in this Agreement shall have the meanings set forth in the Appendix.

**SECTION 2: FORMATION**

- 2.1 **Organization.** The Sole Member has authorized the formation of The Company as a Texas Limited Liability Company pursuant to the provisions of the Act and has filed Articles of Organization with the Texas Secretary of State.
- 2.2 **Principal office.** The business office of the Company at which all books and records shall be kept is located at 5914 W. Courtyard Dr., Ste. 200, Austin, TX 78730.
- 2.3 **Purposes.** Except as provided by the Act, Company may pursue any purpose or purposes for which individuals may lawfully associate themselves, and the Company shall have full power and authority to take all actions and do all things, which may be necessary, convenient, useful, or incidental thereto or therefor.
- 2.4 **Registered Agent.** The Company's registered agent in the State of Texas is Ben M. Brigham, whose address is 5914 W. Courtyard Dr., Ste. 200, Austin, TX 78730. The Manager may, from time to time, change the Registered Agent by filing appropriate documents with the Texas Secretary of State. If the registered agent ceases or fails to act, the Manager shall designate a replacement agent.
- 2.5 **Defects as to Formalities.** A failure to observe any formalities or requirements of this Agreement, the Articles or the Act shall not be grounds for imposing personal liability on the Member for the liabilities, debts and obligations of the Company.
- 2.6 **Title to Property.** Title to all property contributed to or otherwise acquired by Company shall be held in the name of Company.
- 2.7 **Term.** The term of the Company shall be perpetual, and the Company shall be subject to dissolution only as set forth herein.

### SECTION 3: ACCOUNTING AND RECORDS

3.1. Name and Address of Member. The Member's name is Ben M. Brigham and the Member's address is 5914 W. Courtyard Dr., Ste. 200, Austin, TX 78730.

3.2. Contribution. The Member may, at the Member's sole discretion, make one or more contributions to the Company, but, notwithstanding anything to the contrary in this Agreement, the Member shall have no obligation to do so. No interest shall accrue on any contribution. The Member shall not have the right to withdraw or be repaid any contribution except as provided in this Agreement.

3.3. Records to be Maintained. Company shall maintain the following records at its principal office:

- (a) A current list of the full name and last known business address of the Sole Member;
- (b) Copies of the Articles, all amendments thereto and executed copies of any powers of attorney pursuant to which the Articles or the amendments have been executed;
- (c) Copies of this Agreement, all amendments hereto and executed copies of any powers of attorney pursuant to which this Agreement and such amendments have been executed;
- (d) Copies of Company's federal, state and local income tax returns and reports, for the three (3) most recent years;
- (e) Copies of any financial statements of Company for the three (3) most recent years;
- (f) Any other agreements or documents required by the Act or this Agreement.

3.4. Accounts. Company shall maintain at its principal office appropriate books and records, kept in accordance with generally accepted accounting principles and a record of the Capital Account for the Sole Member in accordance with this Agreement. The Sole Member shall have the right to inspect and copy any books and records of Company during normal business hours.

3.5. Separateness Covenants. In order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in this Operating Agreement, the Company shall conduct its affairs in accordance with the following provisions:

- (a) The Company shall establish and maintain separate space office through which its business shall be conducted, or if office space is shared, shall allocate fairly and reasonably any overhead for shared office space.
- (b) The Company shall maintain books and records separately from those of any other person or entity.
- (c) The Company's members shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate limited liability company actions, and in authorizing such actions, shall observe all formalities required by its Operating Agreement, these Articles, and applicable law.
- (d) The Company shall not commingle its assets with those of any other entity and shall maintain its assets in a manner such that they are separately readily identifiable.
- (e) the Company shall maintain separate financial statements.
- (f) The Company shall pay its own liabilities out of its own funds, including salaries of any employees.
- (g) The Company shall maintain an arm's length relationship with its affiliates.
- (h) The Company shall not guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others.
- (i) The Company shall not pledge its assets for the benefit of any other entity.
- (j) The Company shall not consensually merge or consolidate with any other entity.
- (k) The Company shall hold itself out as a separate entity and conduct its own business in its own name.

Exclusively for purpose of this Article 3.4, the following terms shall have the following meanings: "affiliate" means any person controlling or controlled by or under common control with the Company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any member or employee of the Company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Company, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

#### **SECTION 4: MANAGEMENT AND AUTHORITY**

4.1 Manager. The business and affairs of the Company shall be managed by the Manager, Ben M. Brigham ("Manager"). The Manager shall direct, manage, and control the Company's business to the best of their ability, and shall have full and complete authority, power, and direction to make any decision and do all things which Manager deems necessary or desirable for that purpose.

4.2 Duties of Manager. The Manager of the Company shall perform their duties as the Manager in good faith, in a manner they reasonably believe to be in the best interest of the Company, and with such care as an ordinary prudent person in a like position would use under similar circumstances. In performing their duties, the Manager shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in paragraphs (a) and (b) of this Article 4.2; but shall not be considered to be acting in good faith if they have knowledge concerning the matter in question that would cause such reliance to be unwarranted. Persons who so perform their duties shall not have any liability by reason of being or having been a Manager of the Company.

These persons and groups upon whose information, opinions, reports, and statements a Manager is entitled to rely upon are:

- (a) One or more employees or other agents of the Company whom the Manager reasonably believe to be reliable and competent in the matters present; and
- (b) Counsel, public accountants, or other persons as to matters which the Manager reasonably believes to be within such person's professional or expert competence.

4.3 Certain Powers of Manager. Without limiting the generality of Article 4.1 and 4.2 of this Agreement, the Manager shall have the following authority when acting on behalf of the Company;

- (a) To purchase liability and other insurance to protect the Company's property and business;
- (b) To hold and own any Company real and/or personal properties in the name of the Company;

- (c) To invest Company's funds temporarily (by way of example but not limitations) in short term governmental obligations, commercial paper, or other investments having a prudently obtainable yield;
- (d) To execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes, and other negotiable instruments; deeds, mortgages, security agreements; financing statements; documents providing for the acquisition, mortgage, or disposition of the Company's property; assignment; bills of sale; leases; partnership agreement; and any other instrument or document necessary, in the opinion of the Manager to the business of the Company;
- (e) To maintain reserves for the purpose of paying property taxes, mortgage installments, lease payments, and any and all other types of costs or expenses as required or desired by the Manager;
- (f) To employ accountants, legal counsel, managing agents, or other experts to perform services for the Company, and to compensate them from Company funds;
- (g) To contract with themselves or other persons or entities whether or not affiliated with Manager, for consulting or other services;
- (h) To enter into any and all other agreements on behalf of the Company, with any other person or entity for any purpose; and
- (i) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business, including paying the fees and expenses described in this Agreement and delegating duties and authority to others when deemed necessary or appropriate.

4.4 Tenure of the Manager. The Manager shall hold office until such time as the Manager may be terminated by the affirmative written consent of the Member. In addition, a Manager may be appointed by the affirmative written consent of the Member.

4.5 Liability and Indemnity of the Manager. The Manager shall be indemnified by the Company to the fullest extent permitted by the Act.

4.6 Other Business Interests of the Manager. The Manager may have other business interests and may engage in any other business, trade, or employment and shall not be obligated to devote more time and attention to the conduct of the business of the Company than shall be required for the supervision of the ownership, operation, and management of the Company's property.

## **SECTION 5: SOLE MEMBER**

5.1 **Member Liability and Indemnification.** Except as otherwise provided by law, the Articles or this Agreement, the Member shall have no personal liability, solely as a member, for any liabilities, obligations or losses of the Company beyond the Member's contributions. The Company shall indemnify the Member for all costs, expenses, losses, liabilities, obligations and damages paid or accrued by such Member in connection with the business of the Company, or because the Member is a member. Company may advance expenses incurred by the Member in connection with the business of the Company, or in any legal action arising from action taken by the Member in connection with the business of the Company, all to the fullest extent provided or allowed by the laws of the State of Texas. The Company may, in its sole discretion, also indemnify any or all employees or agents of the Company for all costs, losses, liabilities and damages paid or accrued by the agent or employee in connection with the business of the Company to the fullest extent provided or allowed by the laws of the State of Texas.

5.2 **Expenses.** The Member shall be reimbursed for all reasonable expenses incurred on behalf of the Company.

5.3 **Conflicts of Interest.** The Member may have other business interests and may engage in any other business, trade, or employment.

- (a) The Sole Member shall be entitled to enter into transactions that may be considered to be competitive with the business of Company. Neither Company nor the Sole Member shall have any right by virtue of this Agreement to share or participate in such other transactions.
- (b) No transaction with Company shall be void or voidable solely because the Sole Member has a direct or indirect interest therein.

5.4 **Action by the Sole Member Without a Meeting.** Any action required or permitted to be taken at a meeting of the Sole Member may be taken without a meeting if the action is evidenced by written consents describing the action taken, signed by the Sole Member approving such action and delivered to the Company's Secretary for filing with Company records. The written consent will be effective upon approval by the Sole Member. Any action taken hereunder is effective when the Sole Member has signed the consent, unless the consent specifies a different effective date.

## **SECTION 6: DISSOLUTION AND WINDING UP**

6.1 **Dissolution.** The Company shall be dissolved, and its affairs wound up, upon the first to occur, of the following events:

- (a) The Dissociation of the Sole Member, other than a Dissociation due to death of the Sole Member;
- (b) Upon entry of a decree of judicial dissolution.

Upon the occurrence of any Event of Dissolution, a certificate of dissolution containing the information required by the Act shall be delivered to the Secretary of State for filing.

6.2 Winding Up. Upon dissolution, the Sole Member shall wind up all of Company's affairs and proceed to liquidate all of Company's assets as promptly as is consistent with obtaining their fair value. Company's property and cash shall be distributed:

- (a) To creditors, including the Sole Member if he is a creditor, to the extent permitted by law, in satisfaction of liabilities of Company;
- (b) To the Sole Member. Liquidation proceeds shall be paid within sixty (60) days of the end of Company's taxable year or, if later, within ninety (90) days after the date of liquidation. Such Distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Sole Member.

The winding up of Company shall be completed when all debts, liabilities, and obligations of Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of Company have been distributed to the Sole Member.

#### **SECTION 7: ALLOCATIONS AND DISTRIBUTIONS**

7.1 Allocation of Profits and Losses. The profits and losses of the Company shall be attributed in their entirety to Member.

7.2 Distributions. Distributions may be declared from time to time by the Sole Member and shall be allocated to the Member in their entirety.

#### **SECTION 8: TAXES**

8.1 Elections. The Manager may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended from time to time ("Code"), or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company. It is the intent of the Member and the Company that the Company is to be disregarded as an entity separate from the Member for purposes of the Code.



8.2 Taxes of Taxing Jurisdictions. To the extent that the laws of any taxing jurisdiction require, the Member will prepare, execute and submit an agreement indicating that the Member will make timely income tax payments to the taxing jurisdiction and that the Member accepts personal jurisdiction of the taxing jurisdiction with regard to the collection of income taxes attributable to the Member income, and interest and penalties assessed on such income, if such agreement is required by the taxing jurisdiction. If the Member fails to provide such agreement, the Company may withhold and pay over to such taxing jurisdiction the amount of tax, penalty and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of the Member shall be treated as a distribution for purposes of this Agreement.

#### **SECTION 10: ADDITIONAL MEMBERS**

In the event it is contemplated that there will be more than one Member, this Agreement will be amended to represent the rights of the Members. The Member may, in the Member's sole discretion, determine the capital contributions, if any, of such additional members.

#### **SECTION 11: MISCELLANEOUS PROVISIONS**

11.1 Entire Agreement. This Agreement and the Articles represent the entire agreement of the Sole Member.

11.2 Amendment or Modification of this Agreement. This Agreement may be amended or modified from time to time only by a written instrument approved by the Sole Member.

11.3 Rights of Creditors and Third Parties under this Agreement. This Agreement is entered into by the Sole Member for the exclusive benefit of Company, the Sole Member and its successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of Company or any other Person. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between Company and the Sole Member with respect to any contribution or otherwise.

11.4 Notice. All notices required or permitted by this Agreement shall be in writing. Notice to Company shall be given to the Registered Agent. Notice to the Sole Member shall be given or personally delivered to the Sole Member at the address set forth herein, as amended from time to time unless the Sole Member or assignee has notified Company in writing of a different address.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason, the illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

11.6 Number and Gender. All provisions and references to gender shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

11.7 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Sole Member and its respective heirs, legatees, legal representatives, successors and assigns.

11.8 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all such parties executed the same document. All such counterparts shall constitute one agreement.

11.9 Controlling Law. The laws of the State of Texas, including the Act, shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.


[Signatures appear on the following page.]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

**BEN M. BRIGHAM**

  
\_\_\_\_\_

**BAB V, LLC**

  
\_\_\_\_\_  
By: Ben Brigham  
Its: Sole Member

## APPENDIX

"Act" means the Texas Business Organizations Code and such other laws of the State of Texas pertaining to the formation, organization and operation of a limited liability company, as amended from time to time.

"Agent" shall mean the agent designated by Company from time to time for service of process pursuant to the laws of the State of Texas.

"Agreement" means this Operating Agreement as amended from time to time.

"Articles" means the Certificate of Formation of Company as properly adopted and amended from time to time by the Members and filed with the Texas Secretary of State pursuant to the Act.

"Capital Contribution" means any contribution of cash, property or services to Company made by or on behalf of a Member or assignee pursuant to Section 3 hereof.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means the limited liability company organized pursuant to the Articles and this Agreement and any successor limited liability company.

"Distribution" means a transfer of cash or property to a Member or assignee.

"Dissociation" means any action which causes a Person to cease being a Member.

"Fiscal Year" means the taxable year of Company.

"Member" means any Person who has signed this Agreement as a Member or who is hereafter admitted as a Member of Company pursuant to this Agreement.

"Person" means a natural person, trust, estate, partnership, limited liability company or any incorporated or unincorporated organization, association or entity.

"Profits" and "Losses" for any Fiscal Year means the net income or net loss of Company for such Fiscal Year or fraction thereof, as determined.

"Regulations", except where the context indicates otherwise, means the permanent, temporary, proposed or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be changed from time to time.

"Transfer" means any transference of membership interest, sale, gift, assignment, pledge, granting of a security interest or other disposition, including any disposition by operation of law.

RETURN

APPENDIX

"Act" means the Texas Business Organizations Code and such other laws of the State of Texas pertaining to the formation, organization and operation of a limited liability company, as amended from time to time.

"Agent" shall mean the agent designated by Company from time to time for service of process pursuant to the laws of the State of Texas.

"Agreement" means this Operating Agreement as amended from time to time.

"Articles" means the Certificate of Formation of Company as properly adopted and amended from time to time by the Members and filed with the Texas Secretary of State pursuant to the Act.

"Capital Contribution" means any contribution of cash, property or services to Company made by or on behalf of a Member or assignee pursuant to Section 3.02 hereof.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means the limited liability company organized pursuant to the Articles and this Agreement and any successor limited liability company.

"Distribution" means a transfer of cash or property to a Member or assignee.

"Disqualification" means any action which causes a Person to cease being a Member.

"Fiscal Year" means the taxable year of Company.

"Member" means any Person who has signed this Agreement as a Member or who is hereafter admitted as a Member of Company pursuant to this Agreement.

"Person" means a natural person, trust, estate, partnership, limited liability company or any incorporated or unincorporated organization, association or entity.

"Profit" and "Losses" for any Fiscal Year means the net income or net loss of Company for such Fiscal Year or fraction thereof, as determined.

"Regulations" except where the context indicates otherwise, means the permanent, temporary, proposed or proposed and temporary regulations of the Department of the Treasury under the Code as such regulations may be changed from time to time.

**RETURN**

TRAVIS COUNTY WATER CONTROL &  
IMPROVEMENT DISTRICT  
5324 BEE CAVE RD  
AUSTIN, TX 78746



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dyana Limon-Mercado*

**Dyana Limon-Mercado, County Clerk  
Travis County, Texas**

**2023107911**

**Sep 20, 2023 10:47 AM**

**Fee: \$110.00**

**MARTIND**