



Control Number: 51438



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October 16, 2020



VIA ELECTRONIC FILING SUBMISSION and VIA FIRST CLASS MAIL

Public Utility Commission of Texas
Attn.: Central Records
1701 N. Congress, Suite 8-100
P.O. Box 13326
Austin, Texas 78711-3326

51438

RE: Notice of Purchased Water Pass-Through Provision Implementation -
Blessing Mobile Home Park, Certificate of Convenience and Necessity No.
11986.

To the Public Utility Commission:

Blessing Mobile Home Park ("Applicant") is requesting the implementation of water and wastewater pass-through rates in its tariff following the procedures outlined in 16 TAC §24.25(b)(2)(C)-(F). The adopted pass through rates would become effective December 1, 2020. The rates will only pass through specific cost changes and true up costs of purchased water and wastewater as described in the customer notice and the enclosed attachments.

Pursuant to 16 TAC §24.25(b)(2)(F), Applicant provides the following required information:

1. The affected CCN Numbers are 11986 and 20653.
2. The subdivision affected is Blessing Mobile Home Park.
3. The Public Water System Number for Applicant is 2460031.
4. A copy of the draft notice to be included with the customers' bills prior to the effective date is included as **Attachment A**.
5. Documentation from the City of Round Rock, the water and wastewater supplier to the Applicant, to support the current cost of purchased water and wastewater service for the pass-through is included as **Attachment B**.

6. Historical documentation of water line loss for one year is included as **Attachment C**.
7. A worksheet containing the calculations and assumptions used to determine the new rates is included as **Attachment D**.
8. A copy of the current approved tariff and the tariff pages that will contain the rates that will change if Applicant's request is approved is included as **Attachment E**.

Please let me know if you need any additional information.

Sincerely,

THE CARLTON LAW FIRM, P.L.L.C.



John J. Carlton
Attorney for Blessing Mobile Home Park

Enclosures as stated.

ATTACHMENT A

Blessing Utility System
1102 Martin Avenue
Round Rock, Texas 78681
512-246-2858

NOTICE OF PASS-THROUGH RATE INCREASE

Dear Valued Customer:

Since our last pass-through rate increase in 2013, the cost of purchased water to Blessing Mobile Home Park, CCN 11986, from the City of Round Rock has increased by over 25% and the cost to have wastewater treated has increased by over 8%. Based on the current usage rates and other considerations, we must implement a pass-through rate on your monthly bill effective on the first meter reading after December 1, 2020. This type of pass-through rate change is a change to our tariff. This tariff change is made in accordance with the minor tariff changes allowed by 16 Texas Administrative Code §24.25(b)(2)(F). The cost to you because of this change will not exceed the cost we are charged by the City of Round Rock.

WATER:

The current monthly water usage charge per 1000 gallons on your bill is calculated:

Table with 2 columns: Gallonage, Gallonage Rates. Rows: First 1,500 gallons (included in \$14.00 monthly base charge), Gallons over 1,500 (\$2.88).

After the effective date, the new monthly water usage charge per 1000 gallons will be calculated as:

Table with 2 columns: Gallonage, Gallonage Rates. Rows: First 1,500 gallons (included in \$14.00 monthly base charge), Gallons over 1,500 (\$3.45).

The increased charges result from an increase in the charges we incur for water we purchase from the City of Round Rock from \$1.90 in 2013 to \$2.39 per 1,000 gallons today plus an additional percentage for normal water loss.

The calculation is as follows:

Pass-through rate calculation:

Table showing the formula R = G/(1-L) and its application: R = \$2.39/(1-.15) = \$2.81/1,000 gal.

The resulting amount is added to the amount of the gallonage rate for water that compensate us for providing service, resulting in a total gallonage charge of \$3.45/1000 gallons (\$0.64 plus \$2.81). Your monthly minimum charge of \$14 for the first 1500 gallons of water and any other customer service charges will not change.

ATTACHMENT A

WASTEWATER:

The current monthly wastewater charge per 1000 gallons on your bill is calculated:

Gallage	Gallage Rates
First 1,500 gallons	included in \$18.00 monthly base charge
Gallons over 1,500	\$4.15

After the effective date, the new monthly wastewater charge per 1000 gallons will be calculated as:

Gallage	Gallage Rates
First 1,500 gallons	included in \$18.00 monthly base charge
Gallons over 1,500	\$4.45

The increased charges result from an increase in the charges we incur for water we purchase from the City of Round Rock from \$3.60 in 2013 to \$3.90 per 1,000 gallons today.

The calculation is as follows:

Pass-through rate calculation:

$R = G/(1-L)$
R = proposed pass-through rate per 1,000 gals
G = new gallage charge by City of Round Rock
L = actual line loss (calculated with the maximum allowable because actual loss is higher)
$R = \$3.90/(1-0) = \$3.90/1,000 \text{ gal}$

The resulting amount is added to the amount of the gallage rate for wastewater that compensate us for providing service, resulting in a total gallage charge of \$4.45/1000 gallons (\$0.55 plus \$3.90). Your monthly minimum charge of \$14 for the first 1500 gallons of water and any other customer service charges will not change.

If you have any questions, please do not hesitate to contact us at the Blessing Utility Office at 512-246-2858.

ATTACHMENT B

**Documentation of City of Round Rock's Rates to Utility
(2013 Wholesale Contract and 2019 First Amendment,
2013/2015/2017/2019 Rate Ordinances,
2020 Bills to Utility and
Historical Rates Spreadsheet)**



ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

August 13, 2013

R&R Mobile Joint Venture
Attn: Mr. Kip Lewis
1102 Martin Avenue
Round Rock, Texas 78681

Dear Mr. Lewis:

On August 8, 2013, the Round Rock City Council approved Resolution No. R-13-08-08-G7 which approved the First Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement with R&R Mobile Joint Venture.

Enclosed is a fully executed original for your files. If you have any questions, please contact Michael Thane, Utilities and Environmental Services Director at 512-218-3236.

Sincerely,

Sara L. White, TRMC
City Clerk

Enclosure

Cc: File: R-13-08-08-G7
Michael Thane, Utilities and Environmental Services Director

Mayor
Alan McGraw

Mayor Pro-Tem
Kris Whitfield

Councilmembers
Craig Morgan
George White
Joe Clifford
Carlos T. Salinas
John Moman

City Manager
Steve Norwood

City Attorney
Stephan L. Sheets

**FIRST AMENDED AND RESTATED WHOLESALE WATER SUPPLY
AND
WASTEWATER COLLECTION AND TREATMENT AGREEMENT
BETWEEN
THE CITY OF ROUND ROCK, TEXAS
AND
R&R MOBILE JOINT VENTURE**

STATE OF TEXAS §
 § **KNOW ALL MEN AT THESE PRESENTS:**
COUNTY OF WILLIAMSON §

This First Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement ("Agreement") is made and entered into as of the 8th day of AUGUST 2013 by and between the City of Round Rock, Texas ("City"), a home rule city located in Williamson County, Texas and R&R Mobile Joint Venture ("R&R"), a Texas joint venture.

RECITALS

Whereas, the City and R&R have previously entered into that certain Wholesale Water Supply and Wastewater Collection and Treatment Agreement ("Original Agreement") effective January 27, 2000, and

Whereas, the City and R&R desire to amend and restate the terms and conditions of the Original Agreement,

Now therefore, for and in consideration of the premises and mutual obligations and benefits herein contained, the City and R&R hereby agree as follows:

**ARTICLE I
Definitions**

1.01 In addition to the terms defined in the preceding paragraphs of this Agreement, the following terms, when used in this Agreement, have the following meanings:

- a. "Agreement" means this First Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement.
- b. "BRA" means the Brazos River Authority.
- c. "City Code" means the Code of Ordinances (2010 Edition) of the City of Round Rock, as amended.
- d. "Commission" means the Texas Commission on Environmental Quality, or its successor agency.
- e. "Director" means the Director of the City's Water and Wastewater Utility.

- f. “EPA” means the United States Environmental Protection Agency.
- g. “Force Majeure” means acts of God, strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders of the government of the United States or the State of Texas or any civil or military authority other than the Parties; insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, and droughts; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines, or canals or other causes not reasonably within the control of the party claiming the inability.
- h. “Impact Fees” means the amount charged by the City pursuant to Chapter 395 of the Local Government Code to pay for a portion of the capital costs of the City’s Water System and Wastewater System necessary to provide Water and Wastewater collection, treatment, and disposal services to R&R.
- i. “Manufactured Home” means a HUD-code manufactured home constructed after June 15, 1976.
- j. “Mobile Home” means a structure that was constructed before June 15, 1976, transportable in one or more sections, which in the traveling mode is eight body feet or more in width and 40 body feet or more in length, and which is built on a permanent chassis and designed to be used as a dwelling.
- k. “Ordinances” means City ordinances, as amended from time to time.
- l. “Original Agreement” means the Wholesale Water Supply and Wastewater Collection and Treatment Agreement entered into between the parties dated effective January 27, 2000.
- m. “Point(s) of Entry” means the one or more locations at which Wastewater passes through a manhole and enters the City’s Wastewater System.
- n. “Point(s) of Delivery” means the one or more locations at which water passes from the City’s Water System through a master meter and thereafter is owned and controlled by R&R.
- o. “R&R Service Area” means that area within R&R’s Certificate of Convenience and Necessity, a copy of which is attached hereto as **Exhibit A**.
- p. “R&R Water Facilities” means all water facilities located on the downstream side of the Point(s) of Delivery.
- q. “R&R Wastewater Facilities” means all Wastewater facilities located on the upstream side of the Point(s) of Entry.

- r. “Recreational Vehicle” means a unit designed as temporary living quarters for recreational, camping or travel use that has a body width not exceeding eight feet and a body length not exceeding 40 feet.
- s. “Service Unit” means a standardized measure of the consumption of Water and the production of Wastewater by a typical single-family residential unit. It has been determined by the City that each “Service Unit” consumes 450 gallons per day of Water and produces 350 gallons per day of Wastewater.
- t. “Significant Industrial User” has the meaning set forth in 40 CFR §403.3(t).
- u. “Wastewater” means liquid and water carried waste discharged from sanitary conveniences of dwellings, businesses, buildings, institutions, industries and the like including garbage which has been shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch in any dimension and the liquid wastes from industrial processes, and includes any infiltration water that has migrated from the ground into the R&R Wastewater Facilities.
- v. “Wastewater Impact Fee” means the wastewater impact fee as established in § 44.32 of the City Code, as amended from time to time
- w. “Wastewater System” means the City’s wastewater collection system and the Brushy Creek Regional Wastewater Treatment Plant owned by the cities of Austin, Cedar Park, and Round Rock and operated by the BRA.
- x. “Water” means potable water suitable for use for domestic and municipal uses and meeting the requirements of the Commission for public consumption.
- y. “Water Impact Fee” means the water impact fee as established in § 44.32 of the City Code, as amended from time to time.
- z. “Water System” means the City’s water treatment and distribution system.
- aa. “Winter-Averaging Period” means the consecutive months of December, January, and February, unless another winter-averaging period is approved by the City Council of the City.
- bb. “Winter Average Usage” means R&R’s monthly average Water usage during the preceding Winter-Averaging Period.

ARTICLE II
Service Units and Land Uses

2.01 Service Units. Pursuant to the terms of the Original Agreement, R&R has previously paid Water Impact Fees and Wastewater Impact Fees for and is entitled to connect 230 Service Units to the City’s Water System and Wastewater System.

2.02 Land Uses. The primary land uses within the R&R Service Area are currently mobile homes, manufactured homes and recreational vehicles. However, it is anticipated that in the future, there may be single family detached homes, as well as commercial and/or industrial uses within the R&R Service Area.

2.03 Allocation of Service Units. For the purposes of this Agreement, the 230 Service Units previously purchased by R&R will be allocated to the various land uses in the R&R Service Area as follows:

- | | | |
|----|--------------------------------------|------------------|
| a. | Single Family Detached | 1.0 Service Unit |
| b. | Manufactured Home/Duplex/Condominium | 0.7 Service Unit |
| c. | Apartment Unit | 0.5 Service Unit |
| d. | Recreational Vehicle | 0.4 Service Unit |

All other land uses will be allocated Service Units based on the size and type of water meter servicing such land use in accordance with § 44-32(e) of the City Code.

2.04 Record of R&R's Customers by Land Use. Attached hereto as **Exhibit B** is a complete list of all of R&R's current customers, as of April 1, 2013, shown by address, land use, and allocated Service Units. R&R agrees to provide the City with an updated list whenever any of the information thereon changes.

2.05 Purchase of Additional Service Units. In the event that R&R utilizes all of its 230 Service Units, it may request to purchase additional Service Units. Such additional Service Units shall be subject to the payment of the then current Water Impact Fees and Wastewater Impact Fees. The City will endeavor to provide such additional Service Units, but cannot guarantee that they will be available when requested by R&R.

ARTICLE III Water Service

3.01 Delivery and Supply of Water. The City shall deliver and sell Water to R&R, for residential and commercial uses only, from the City's Water System. The City presently has and will maintain an adequate Water supply with which to meet R&R's current and future needs, but is not obligated to provide service for more than 230 Service Units. The City will make a reasonable effort to obtain an additional supply of Water to serve any additional future needs of R&R beyond the 230 Service Units. R&R agrees that the supply of Water to R&R may be reasonably limited by the City on the same basis and to the same extent as the supply of Water to other customers within the City.

3.02 Compliance with Conservation Ordinances. R&R shall require its retail customers to comply with the City's water protection and conservation ordinances, as amended from time to time.

3.03 Sole Source of Water. The City shall be the sole source of non-irrigation water to R&R and R&R shall not seek to develop its own wells for uses other than irrigation, unless the City is unable to provide Water service as contemplated in this Agreement or is unable to provide additional service capacity in excess of 230 Service Units when requested by R&R. R&R may provide irrigation water from its own well(s), but R&R may not connect its irrigation water system to the Water distribution system that delivers the City's Water to retail customers within the R&R Service Area or to the Wastewater collection system within the R&R Service Area.

3.04 Quantity of Water Service. The quantity of Water service delivered by the City shall be measured by master meters at all Point(s) of Delivery. Regardless of anything contained herein to the contrary, the number of Service Units for Water service provided herein is limited to no more than 230, unless this Agreement is amended in writing by the parties. City agrees to provide Water in quantities sufficient to meet the minimum standards established by the Texas Commission on Environmental Quality for the 230 Service Units at the Point(s) of Delivery.

3.05 Water Pressure. City agrees to provide the minimum water pressure required for the 230 Service Units by the Texas Commission on Environmental Quality at the Point(s) of Delivery. City shall have no obligation to provide water pressure beyond the Point(s) of Delivery.

3.06 Backflow Prevention Devices. R&R agrees to install, at its sole cost, at each Point of Delivery, a backflow prevention device of a size, design, location, configuration and capacity as approved by the Director.

3.07 Water Service Rates and Procedures. The City shall charge and R&R shall pay the City, for Water service received at the applicable wholesale water rate and under the billing, payment, collection and disconnect procedures as established by the City Council and as amended from time to time. The initial rate for Water under this Agreement will be \$1.90 per 1000 gallons of Water metered at the Point of Delivery plus a monthly demand charge of \$850.00. The City will notify R&R at least 60 days before any rate increase for R&R becomes effective. Any increase in rate for R&R must be based upon an increase in the actual cost of service as determined by a rate study using standard methodologies. The rate study must be provided to R&R at least 30 days before the rate increase is adopted.

3.08 Metering Equipment. R&R, at its sole expense, shall install and maintain at the Point(s) of Delivery the necessary metering equipment and required devices of standard type to measure properly the quantity of Water delivered to R&R. Once installed, the meters shall be owned by the City. From time to time the City shall have the option of calibrating the meters at its cost. A meter registering not more than three percent (3%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate and the statement of charges for Water delivered to R&R shall be corrected for the three months previous to such test in accordance with the percentage of inaccuracy found by such test. If the meter fails to register for any period, the amount of Water furnished during such period shall be deemed to be the amount of Water delivered in the corresponding period immediately prior to the failure adjusting for seasonal differences, unless the City and R&R shall agree upon a

different amount. The metering equipment register shall be read on or about the first day of each month during normal business hours.

3.09 Consumption Record. The City shall keep accurate records of all readings from the meters installed pursuant to Section 3.08 above for a minimum of three years. These records shall be subject to inspection by R&R at reasonable times and places. R&R shall read the meters daily and provide such readings to the City on a monthly basis.

3.10 Point of Delivery. The initial Point of Delivery has previously been determined by the City and R&R and it shall be at the discharge side of the meters installed by R&R pursuant to Section 3.08 above on the existing City Water System. One or more additional Point(s) of Delivery may be constructed by mutual consent of the parties. Upon passing through the meter at the Points of Delivery, the Water becomes the property of R&R.

3.11 Ownership of R&R Water Facilities. Ownership of the R&R Water Facilities shall remain in R&R, which shall be responsible for the repair, maintenance, and replacement of said Facilities. R&R will maintain R&R's Water Facilities in compliance with all federal, state and local regulations so that adverse impacts on the health, safety and welfare of the customers of the system and waste are minimized. After providing R&R with 24 hours prior notice, City may enter R&R's property and to inspect R&R's Water Facilities at all reasonable times. R&R's failure to so maintain the R&R Water Facilities as provided in this paragraph is a default under this Agreement.

ARTICLE IV Wastewater Service

4.01 Collection and Treatment of Wastewater. The City will collect, transport and treat Wastewater generated by customers within the R&R Service Area and delivered to the City's Wastewater System. The City presently has and will maintain adequate Wastewater collection, treatment and disposal facilities with which to meet R&R's current and future needs, but is not obligated to provide Wastewater Service for more than 230 Service Units. The City will make a reasonable effort to obtain an additional supply of Water to serve any additional future needs of R&R beyond the 230 Service Units.

4.02 Sole Source of Wastewater Services. The City shall be the sole source of Wastewater services to R&R and R&R shall not seek to develop its own Wastewater service, unless the City is unable to provide Wastewater service as contemplated in this Agreement or is unable to provide additional service capacity in excess of 230 Service Units when requested by R&R.

4.03 Quantity of Wastewater Service. Regardless of anything contained herein to the contrary, the number of Service Units for Wastewater service provided herein is limited to no more than 230, unless this Agreement is amended in writing by the parties.

4.04 Wastewater Service Rates and Procedures. The City shall charge and R&R shall pay the City for Wastewater service provided at the applicable wholesale Wastewater service rate and under the billing, payment, collection and disconnect procedures as established by the

City Council and as amended from time to time. The initial rate for Wastewater service provided under this Agreement shall be \$3.90 per 1,000 gallons of Wastewater delivered. The amount of Wastewater delivered each month shall be equal to R&R's Winter Average Usage or its actual Water consumption, whichever is less.

The City will notify R&R at least 60 days before any rate increase for R&R becomes effective. Any increase in rate for R&R must be based upon an increase in the actual cost of service as determined by a rate study using standard methodologies. The rate study must be provided to R&R at least 30 days before the rate increase is adopted.

4.05 Determining Winter Average Usage. R&R's Winter Average Usage shall be calculated by taking R&R Service Area's total water usage during the Winter Averaging Period, and then dividing said total water usage by the number of months in the Winter Averaging Period to obtain R&R Service Area's Winter Average Usage.

4.06 Point of Entry. The initial Point of Entry has previously been determined by the City and R&R. One or more additional Point(s) of Entry may be constructed by mutual consent of the parties. Upon passing through the Point(s) of Entry, the Wastewater becomes the property of the City.

4.07 Ownership of R&R Wastewater Facilities. Ownership of the R&R Wastewater Facilities shall remain in R&R, which shall be responsible for the repair, maintenance, and replacement of said Facilities. R&R will maintain R&R's Wastewater Facilities in compliance with all federal, state and local regulations so that adverse impacts on the health, safety and welfare of the customers of the system and waste are minimized. After providing R&R with 24 hours prior notice, City may enter R&R's property and to inspect R&R's Wastewater Facilities at all reasonable times. R&R's failure to so maintain the R&R Wastewater Facilities as provided in this paragraph is a default under this Agreement.

Article V **Wastewater Quality**

5.01 Wastewater Quality. R&R shall deliver Wastewater into the Wastewater System meeting the requirements of quality as set forth in this Article and not containing wastes identified in the List of Inadmissible Wastes attached as **Exhibit C** of this Agreement.

a. *General Requirements.* In order to properly treat and dispose of R&R's Wastewater, to protect the public health, and to permit cooperation with other agencies which have requirements for the protection of the physical, chemical, and bacteriological quality of public water and watercourses, R&R agrees to prohibit discharges into its own collection system at unauthorized points of entry or at rates of flow or of quality not herein specified as admissible.

b. *Admissible Wastes.* Discharges into the Wastewater System by R&R shall consist only of waste which the Wastewater System is designed to treat and process:

(i) so that the effluent and sludge from the Wastewater System meets the legal standards of the EPA, the Commission or any governmental body having legal authority to set standards for such effluents;

(ii) without causing damage to the System which would result in increased maintenance costs;

(iii) without causing excessive treatment costs; and

(iv) which meets the requirements of the EPA Pretreatment Regulations, 40 CFR Part 403, City's applicable rules and the EPA-approved pretreatment program for the Wastewater System.

c. *Inadmissible Wastes.* A List of Inadmissible Wastes is attached hereto as **Exhibit C**. EPA and the Commission periodically modify standards on prohibited discharges; therefore, revisions to, additions to or deletions from the items listed in this Section will become necessary to comply with these latest standards. It is the intention of this Agreement that prohibited discharge requirements be reviewed periodically by the City and that **Exhibit C** be revised by the City in accordance with the latest standards of EPA, the Commission or federal or state agency having regulatory authority over the discharges made to the System. **Exhibit C** may also be revised on the basis of changes in the treatment process or the general character of Wastewater received at the Wastewater Treatment Plant from R&R or indicated in the monitoring data related to R&R's discharges collected pursuant to the system pretreatment program. Any required revisions shall be made by the City only after notice and opportunity to comment has been provided to R&R and shall become effective upon written notice thereof being given to R&R. R&R shall be responsible for integrating such changes into its local sewer use regulations and notifying all affected users of the change.

5.02 Regulations. Discharges to the Wastewater System shall be governed by the requirements set forth in the EPA pretreatment regulations, Commission pretreatment regulations, the List of Inadmissible Wastes, the Wastewater System pretreatment program and R&R's regulations.

Periodically, the City will promulgate a new List of Inadmissible Wastes, **Exhibit C** of this Agreement, in response to changes in federal or state requirements, changes in the treatment process, or the general character of the Wastewater received at the Wastewater System's treatment plant. The List of Inadmissible Wastes will contain pollutant allocations to R&R. R&R is responsible for developing specific local limits from the pollutant allocations and enforcing these limits through R&R's regulations and sewer use permits. Notwithstanding any provision in this Agreement to the contrary, R&R is subject to the same quality requirements that apply to the City, subject to R&R having received notice and opportunity to comment on any changes as required under Section 5.01.

5.03 Industrial Wastes. R&R agrees to implement and enforce the Wastewater System pretreatment program for all areas receiving sanitary sewer service from R&R. R&R also covenants that it will have in effect and will enforce sewer use regulations in accordance with

EPA and Commission regulations or regulations of other governmental agencies having lawful jurisdiction to set standards for waste discharges. Furthermore, R&R shall, at any reasonable time upon request by City, produce pretreatment program records for review.

5.04 Significant Industrial Users. R&R also agrees that no new Significant Industrial User shall be allowed to connect to R&R's sewer system without prior notification being given by R&R to City of the intent to connect. R&R will provide City with a copy of the draft sewer use permit and permit application at the time such notification is given. All Significant Industrial Users that are customers of R&R will also be required to obtain a sewer use permit.

5.05 Title to and Responsibility for Treatment and Disposal of Wastewater. Title to and responsibility for the reception, transportation, delivery and disposal of all Wastewater discharged hereunder shall remain with R&R to the Point(s) of Entry, and upon passing through the Point(s) of Entry, title to and responsibility for the Wastewater shall pass to City, and City shall be responsible for the proper reception, transportation, treatment, disposal and/or reuse of all such Wastewater, meeting the applicable quality standards, received by it at the Point(s) of Entry. Responsibility for proper reception, transportation, treatment and disposal of Wastewater received by City at the Point(s) of Entry which does not meet the applicable quality standards shall remain with R&R and any expenses incurred by City in receiving, transporting, treating and disposing of such non-compliant Wastewater shall be charged directly to R&R by City, upon demonstrating that such Wastewater was delivered by R&R.

ARTICLE VI **Maintenance and Repair of Wastewater System**

6.01 Inflow and Infiltration. R&R agrees to use reasonable efforts to maintain and repair R&R's collection system to minimize inflow and infiltration into the Wastewater System. Reasonable efforts shall include, but are not limited to, inspecting all of R&R's collection lines with a video camera at least every five years. R&R shall provide the City with a copy of all reports and data obtained from the video camera inspection. R&R shall promptly take steps to repair any problems that are resulting in inflow and infiltration into R&R's system.

6.02 Inspection. In addition to the foregoing, R&R agrees to allow the City to inspect R&R's collection system to assure that inflow and infiltration is minimized. This inspection shall include the right to video the collection system at any time deemed necessary by the City.

6.03. Repairs and Maintenance. If R&R fails or refuses to perform such needed repairs or maintenance within 30 days of said notice, then the City shall have the right to perform such repairs or maintenance. In that event, the City will add the cost of such repairs or maintenance to R&R's monthly bill and R&R will be responsible for the prompt payment of same.

ARTICLE VII
Miscellaneous

7.01 Force Majeure. If, by reason of Force Majeure, a party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, such party will give written notice and the full particulars of such Force Majeure to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, to the extent it is affected by such Force Majeure, will be suspended during the continuance of the inability then claimed, but for no longer period, and any such party will endeavor to remove or overcome such inability with all reasonable dispatch.

The City shall not be held liable to R&R or any customer of R&R for the failure of the City to provide Water or Wastewater service where the failure results from Force Majeure.

7.02 Contracts with Others. The City reserves the right to contract with other persons, natural or corporate, private or public, and to perform services similar to those performed under this Agreement as well as other services, but shall not contract with other persons to provide such services within the R&R Service Area. R&R shall not contract with other persons to provide such services within the City's service area.

7.03 Indemnification. R&R agrees to indemnify and hold the City harmless from any claims which are made against the City which arise as a result of R&R's negligence in the operation of R&R's Water System. Likewise, the City agrees to indemnify and hold R&R harmless from any claims which are made against R&R which may arise as a result of the City's negligence in the operations of the City's Water System.

7.04 No Reservations. R&R acknowledges and agrees that it is not reserving a guaranteed supply of Water and Wastewater service to meet current or future needs beyond the flow required for the 230 Service Units that are the subject of this Agreement. The City has an adequate supply of Water and Wastewater service to satisfy the reasonable requirement of its current population, other contractual obligations, and the 230 Service Units provided for in this Agreement. The City will endeavor to obtain Water and Wastewater service to meet the future needs of its own citizens, as well as its contractual customers, including R&R.

7.05 Rules, Regulations and Laws. This Agreement is subject to all valid rules, regulations and laws applicable thereto promulgated by the United States of America, the State of Texas, or any agency thereof or regulatory body having lawful jurisdiction.

7.06 No Third Party Beneficiaries. This Agreement will be for the sole and exclusive benefit of the City and R&R and will not be construed to confirm any benefit or right upon any other parties.

7.07 Amendment. This Agreement may be amended by the written consent of both of the parties.

7.08 Severability. The provisions of this Agreement are severable and, if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be

invalid or unconstitutional for any reason, the remainder of this Agreement will be construed as if such invalid provision was not contained herein.

7.09 Term. This Agreement will be in force and effect from the date of execution by both Parties and will continue in effect for 30 years from the effective date of the Original Agreement. The foregoing notwithstanding, if all of the land within R&R is annexed and R&R is dissolved, this Agreement will terminate on the date of dissolution of R&R.

7.10 Notice and Opportunity to Cure. Notwithstanding any provision in this Agreement, on the occurrence of an event of default under this Agreement and prior to any right of City or R&R to declare an event of default, accelerate payment or exercise any remedy under this Agreement, R&R or the City shall have the right to written notice of default specifically stating the default claimed ("Default Notice") and the opportunity to cure such default or condition giving rise to City's right to declare a default or take any remedial action. If the defaulting party fails to cure any default or conditions specified in the notice which can be cured by the payment of money within ten business days of the date that party receives the Default Notice, or fails to commence the cure of any default or condition within 20 business days from the date that party receives the Default Notice and thereafter diligently pursue such cure to completion, then the non-defaulting party may declare an event of default under this Agreement and exercise all other remedies including but not limited to the remedies set forth herein.

7.11 Agreement to Negotiate First to Resolve Issues. The parties agree to attempt first to resolve disputes concerning this Agreement amicably by promptly entering into negotiations in good faith. The parties agree that they will not refer any dispute to another dispute resolution procedure including mediation or litigation until they have first made reasonable and good faith efforts to settle their differences by joint negotiations conducted in a timely manner.

7.12 Governing Law and Venue. This Agreement will be construed under and in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

7.13 Notice. Any notice given under this Agreement must be in writing. Notice may be given: (i) by depositing the notice in the United States Mail, postage paid, certified, and addressed to the party to be notified with return receipt requested; (ii) by delivering the notice to the party, or an agent of the party or (iii) by confirmed facsimile, provided that a copy of the notice is also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective three days after deposit. Notice given in any other manner will be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

CITY: City of Round Rock
221 East Main Street
Round Rock, Texas 78664
Attn: City Manager

With copy to: Stephan L. Sheets
Sheets & Crossfield, P.C.
City Attorney
309 E. Main St.
Round Rock, Texas 78664
Email: steve@scrrlaw.com

R&R: R. Kip Lewis
R&R Mobile Joint Venture
1102 Martin Avenue
Round Rock, TX 78681
Email: lewis_investments@austin.rr.com

With copy to: John Carlton
The Carlton Law Firm, P.L.L.C.
2705 Bee Cave Road, Suite 200
Austin, Texas 78746
Email: john@carltonlawaustin.com

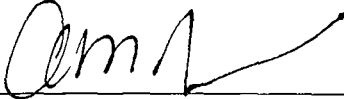
The parties may change their respective addresses for purposes of Notice by giving at least five days written notice of the new address to the other party.

7.14 Counting Days. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the next business day.

7.15 Own Legal Counsel. Each party has been represented by legal counsel who have participated equally in the formulation, drafting, and approval of this Agreement. Therefore, in the event of any ambiguity, the provisions of this Agreement will not be construed for or against either party based on draftsmanship. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.

IN WITNESS WHEREOF, the City and R&R, acting under the authority of their respective governing bodies, have caused multiple counterparts of this Agreement to be duly executed, each of which will be of equal dignity, all as of the 2nd day of August, 2013.

CITY OF ROUND ROCK, TEXAS

By: 
ALAN McGRAW, Mayor

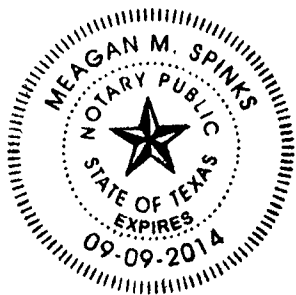
Date:

ATTEST:


SARA WHITE, City Clerk

Acknowledgment

This instrument was acknowledged before me this 8th day of AUGUST, 2013 by Alan McGraw, Mayor of the City of Round Rock, on behalf of said municipality.



Meagan M. Spinks
Notary Public, State of Texas

MEAGAN M. SPINKS
Printed Name
My Commission Expires: 9-9-14

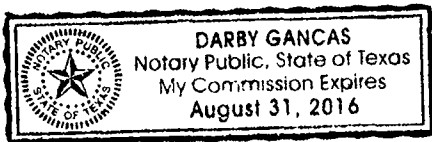
R&R MOBILE JOINT VENTURE

By: [Signature]
R. Kip Lewis, its General Partner

Date: 7-29-13

Acknowledgment

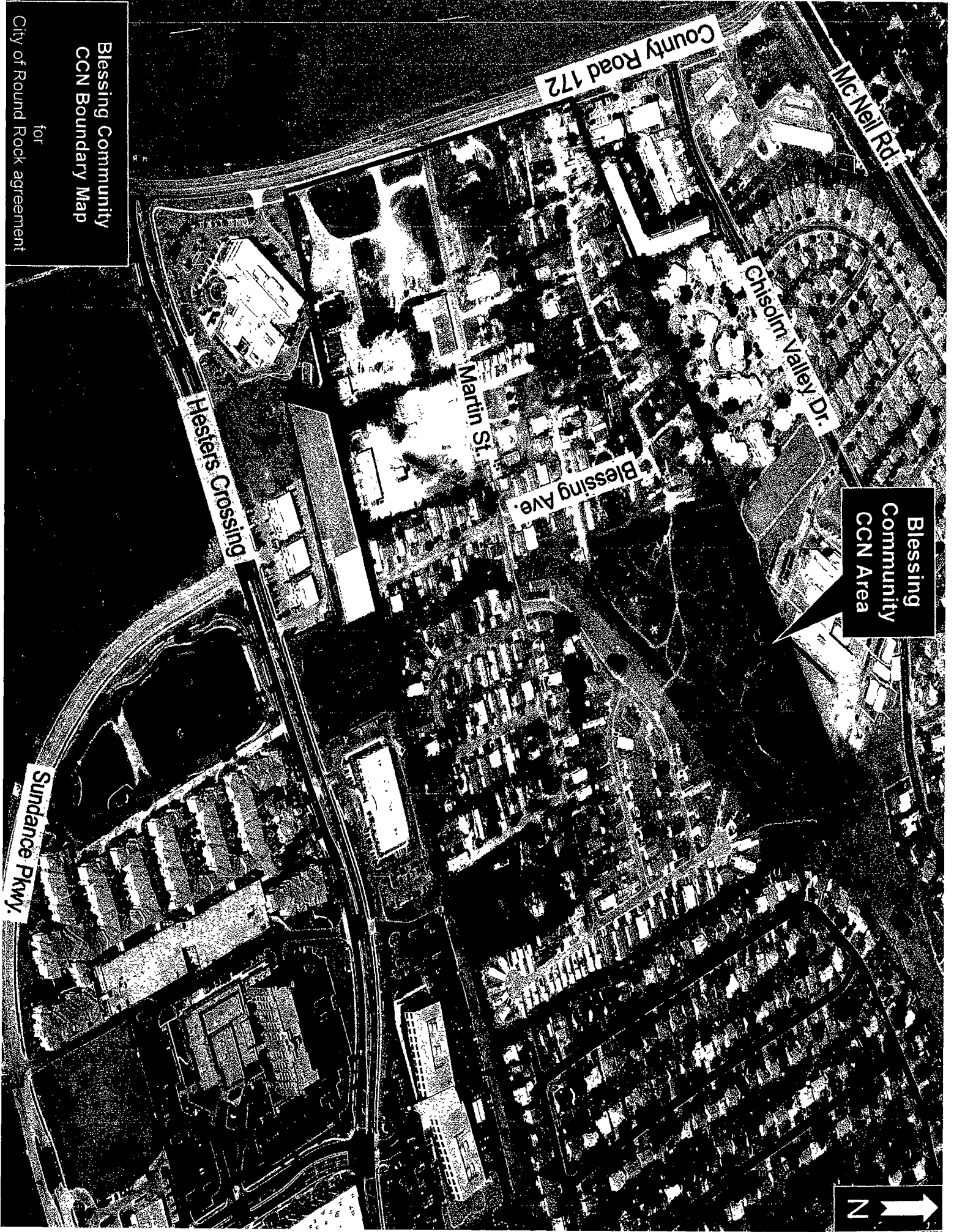
This instrument was acknowledged before me this 29 day of July, 2013 by R. Kip Lewis, General Partner of the R&R Mobile Joint Venture, on behalf of said joint venture.



Darby Gancas
Notary Public, State of Texas

Darby Gancas
Printed Name
My Commission Expires: August 31, 2016

EXHIBIT A
Map of R&R Mobile Joint Venture's Service Area



Blessing
Community
CCN Area



Blessing Community
CCN Boundary Map
for
City of Round Rock agreement

EXHIBIT B
List of R&R's Customers

Service Unit Listing

Properties: Blessing Utility RV, Blessing Utility System

Dates from 5/1/2013 to 5/1/2013

Acct	Unit Type	Street Address	Current Occupant	Unit
002	BU - RV	2502 Blessing Ave	Houston, Janie	0.4
008	BU - RV	1000 A Lynda Sue	Rouse, Abbe	0.4
013	BU - RV	2506 B Blessing ave	Garza, Robert	0.4
135	BU - RV	1000 Lynda Sue	Kain, Dyzan	0.4
136	BU - RV	1001 Lynda Sue	Boyd, Stella Marie	0.4
138	BU - RV	1003 Lynda Sue	McCorkle, Charles	0.4
139	BU - RV	1005 Lynda Sue	Hammill, Victoria	0.4
400	BU - RV	1106 Martin #1	Alfalla, Wilfredo	0.4
401	BU - RV	1106 Martin #2	Milligan, T.J.	0.4
402	BU - RV	1106 Martin Ave. #3	Guiron, Jonathan Carlos	0.4
403	BU - RV	1106 Martin Av #4	Makela, Andrew	0.4
405	BU - RV	1106 Martin Ave. #5	R & L Electric	0.4
406	BU - RV	1106 Martin Ave. #6	Garza, George	0.4
407	BU - RV	1106 Martin Ave. #7	Rogers, Kristopher	0.4
408	BU - RV	1106 Martin Ave #8	Friedrichs, Cleo	0.4
409	BU - RV	2000 Meredith Lane	Nance, George	0.4
410	BU - RV	2002 Meredith Lane	Morris, Katon	0.4
411	BU - RV	2004 Meredith Lane	Weber, Agmed	0.4
412	BU - RV	2006 Meredith Lane	Rodriguez Young, Rita	0.4
413	BU - RV	2008 Meredith Lane	Franco, Alejandro	0.4
414	BU - RV	2010 Meredith Lane	Galliano, Andrea	0.4
415	BU - RV	2012 Meredith Lane	Hays, Jack Michael	0.4
416	BU - RV	2014 Meredith Lane	Duke, Karen	0.4
417	BU - RV	2016 Meredith Lane	Simmons, Lance	0.4
418	BU - RV	2018 Meredith Lane	Hyde, James	0.4
419	BU - RV	2020 Meredith Lane	Reyes, Ramon Miguel	0.4
420	BU - RV	2022 Meredith Lane	Bjorklund, Jay	0.4
421	BU - RV	2024 Meredith Lane	Logue, Thomas D	0.4
422	BU - RV	2026 Meredith Lane	Mika, Mace	0.4
423	BU - RV	2028 Meredith Lane	Russell, Pat	0.4
424	BU - RV	2011 Meredith Lane	Kelley, Terry	0.4
425	BU - RV	2009 Meredith Lane	Gutierrez, Johnny	0.4
426	BU - RV	2007 Meredith Lane	Velasquez, Manny	0.4
427	BU - RV	2005 Meredith Lane	Martinez, Manuel	0.4
428	BU - RV	2003 Meredith Lane	Brinkley, Joseph	0.4
429	BU - MH	2001 Meredith Lane	Lee Meredith	0.7
430	BU - MH	2001-A Meredith Lane	Lewis Blessing, LP	0.7
001	BU - MH	2501 Blessing Ave	Korszowsky, Malinee	0.7
003	BU - MH	2503 Blessing Ave	Ouellet Sr., Joseph G.	0.7
004	BU - MH	2503-A Blessing Ave.	Hernandez, Yvette	0.7
005	BU - RV	2504-A Blessing Ave.		0.4
006	BU - RV	2504 B Blessing Ave		0.4
007	BU - MH	2505 Blessing Ave	Dominguez, Christian E.	0.7
009	BU - MH	2505 A Blessing Ave	Castro, Jose Angel	0.7
010	BU - MH	2505 B Blessing Ave	Moreno, Leticia	0.7
011	BU - MH	2505 C Blessing Ave	Alvarado, Monica	0.7
012	BU - MH	2506 Blessing Ave	Valchar, Daniel	0.7
014	BU - MH	2507 Blessing Ave	Guerrero Rosas, Jose	0.7
015	BU - MH	2511 Blessing Ave	Quevedo, Alma D	0.7
016	BU - MH	2507 A Blessing Ave	Sanchez, Emilio	0.7
017	BU - MH	2507 B Blessing Ave.	Alvarado, Alma	0.7
018	BU - RV	2508 A Blessing Ave		0.4
019	BU - RV	2508 B Blessing Ave		0.4
020	BU - RV	2508 C Blessing Ave	Brunson, Daryl F.	0.4

EXHIBIT "C"

LIST OF INADMISSIBLE WASTES

The following list constitutes the pollutant allocations and local limits established under the Brushy Creek Regional Wastewater System Pretreatment Program specifying both numerical concentration limits and prohibited substances for discharge to the System of toxic or regulated pollutants which could cause interference with the operation of the treatment plant or cause a violation of the State or Federal discharge permit provisions. Customer agrees to limit discharges to the System in accordance with the following list:

Prohibited discharges include:

1. Wastewater having a temperature that would result in the total combined influent to the treatment plant to exceed a temperature of 104 degrees Fahrenheit or 32.2 degrees Celsius.
2. Wastewater having a pH value lower than 5.0 or higher than 10.5 or which will cause structural damage to the System.
3. Wastewater containing gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquids, solids, gases, or any material that will result in the presence of toxic gases, vapors or fumes within the System in quantities which may cause acute worker health and safety problems.
4. Wastewater containing oil and grease or any grease, fats, waxes, oil, plastic or other substances that will solidify or become discernibly viscous at any temperature between 32 degrees Fahrenheit and 90 degrees Fahrenheit so as to cause obstruction in the collection system or at the treatment plant.
5. Wastewater with a radioactive content greater than allowable by applicable provisions of the Texas Radiation Control Act, Article 4590 (f), Revised Civil Statutes of Texas, and Texas Regulations for Control of Radiation issued thereunder.
6. Wastewater with a dissolved hydrogen sulfide concentration greater than 1.0 milligrams per liter.
7. Wastewater containing corrosive constituents that have a damaging or corrosive effect on system components.
8. Any hazardous wastes prohibited by regulatory agencies.
9. Any trucked or hauled pollutants except at discharge points designated by the BRA.
10. Wastewater, which alone or in conjunction with other wastewater, causes the wastewater entering any entry point into the system to exceed a five-day Biochemical Oxygen Demand (BOD), concentration of 300 milligrams per liter or a Total Suspended Solids

(TSS), concentration of 400 milligrams per liter, shall be subject to surcharge on the basis of actual increased operating costs so long as the pollutant is not causing interference with the operation of the BRA's State or Federal discharge permit provisions, and as long as said pollutants are deemed acceptable by the BRA. BRA shall determine the cost of treatment for pollutants received from all Customers and determine additional treatment costs for excessive pollutants to be surcharged.

11. Wastewater with concentrations of toxic pollutants, including heavy metals and other pollutants designated under the System Pretreatment Program, which will alone or in conjunction with other wastewater cause the treatment plant influent to contain in excess of:

Pollutant	System Headworks Limit	
	<u>lbs/day</u>	<u>(mg/l)</u>
Cadmium	24.6864	0.2
Chloroform	493.7280	4.0
Chromium (Total)	2,098.3440	17.0
Copper	432.0120	3.5
Ethyl Benzene	1,974.9120	16.0
Lead	61.7160	0.5
Naphthalene	1,851.4800	15.0
Nickel	555.4440	4.5
Silver	8.6402	0.07
Tetrachloroethylene	617.1600	5.0
Toluene	1,728.0480	14.0
Zinc	469.0416	3.8

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED WHOLESALE WATER SUPPLY
AND
WASTEWATER COLLECTION AND TREATMENT AGREEMENT
BETWEEN
THE CITY OF ROUND ROCK
AND
R&R MOBILE JOINT VENTURE**

This First Amendment (“First Amendment”) is made and entered into as of the 25th day of July, 2019 by and between the City of Round Rock, Texas (“City”), a home rule city located in Williamson County, Texas and R&R Mobile Joint Venture (“R&R”), a Texas joint venture.

RECITALS

WHEREAS, the City and R&R have previously entered into that certain Wholesale Water Supply and Wastewater Collection and Treatment Agreement (the “Original Agreement”) effective January 27, 2000; and

WHEREAS, the City and R&R entered in an Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement (the “Amended Agreement”) effective August 8, 2013; and

WHEREAS, the Amended Agreement provides that R&R may request to purchase additional Service Units from the City for water and wastewater service; and

WHEREAS, R&R has requested to purchase one additional Service Unit; and

WHEREAS, the City wishes to grant R&R’s request:

NOW THEREFORE, for and in consideration of the premises and mutual obligations and benefits herein contained, the City and R&R hereby agree as follows:

**ARTICLE I
Definitions**

1.01. Terms used herein shall have the same definitions as contained in the Amended Agreement.

ARTICLE II
Purchase of an Additional Service Unit

2.01. Pursuant to the terms of the Original Agreement, R&R has purchased and is entitled to connect 230 Service Units to the City's Water System and Wastewater System. R&R has paid 230 Water Impact Fees and Wastewater Impact Fees.

2.02. Pursuant to Sec. 2.05 of the Amended Agreement, R&R has requested the City to allow R&R to purchase one additional Service Unit. The City is willing to grant R&R's request.

2.03. As consideration for the purchase of the additional Service Unit, R&R agrees to pay the City \$4,025.00 for the Water Impact Fee, and \$2,099.00 for the Wastewater Impact Fee.

2.04. The Parties agree that Exhibit A of the Amended Agreement is amended to add the property outlined in Exhibit I attached hereto.

2.05. The Parties agree that Exhibit B of the Amended Agreement is amended to add the following to the list of R&R's customers:

<u>Acct:</u>	<u>Unit</u>	<u>Type</u>	<u>Street Address</u>	<u>Current Occupant</u>	<u>Unit</u>
<u>3786</u>		Commercial	1103 Martin Ave.	Round Rock Refuse	214

ARTICLE III
Miscellaneous

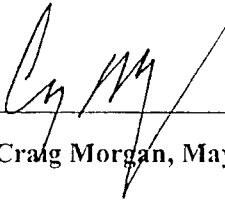
3.01. To the extent necessary to effect the terms and provisions of this First Amendment, the Amended Agreement is hereby amended and modified. In all other respects, the aforesaid Amended Agreement is hereby ratified and confirmed.

3.02. This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

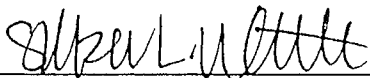
IN WITNESS WHEREOF, the City and R&R, have caused this Agreement to be duly executed and effective as of the 25th day of July, 2019.

(Signatures on following pages)

CITY OF ROUND ROCK, TEXAS

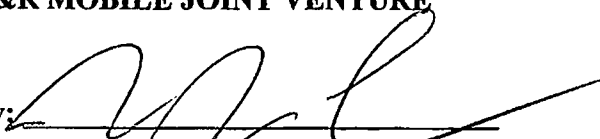
By:  _____
Craig Morgan, Mayor

Attest:

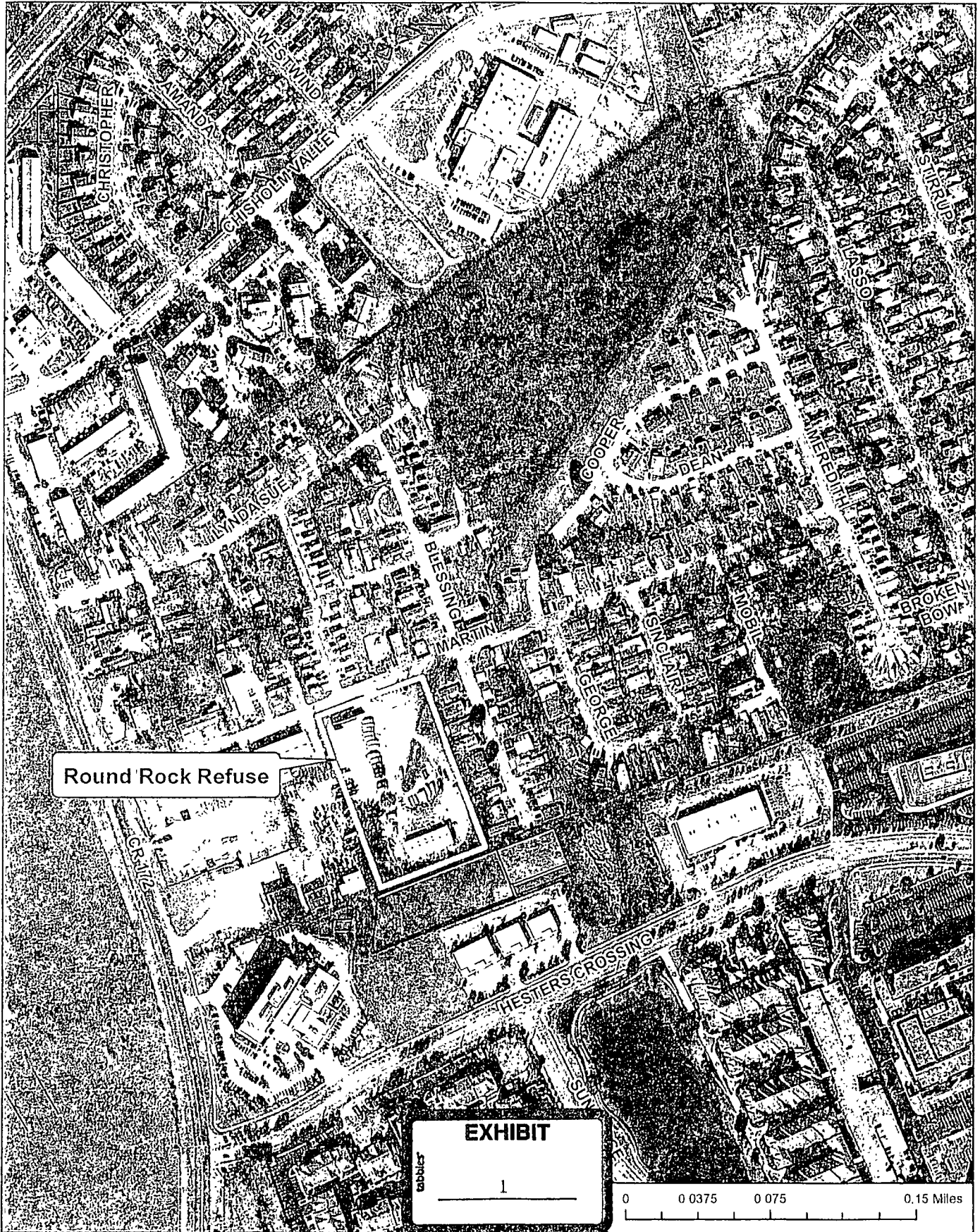


Sara White, City Clerk

R&R MOBILE JOINT VENTURE

By: 

R. Kip Lewis, its General Partner



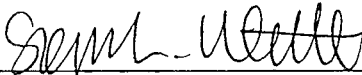
Amendment to Blessing Mobile Home Park Agreement



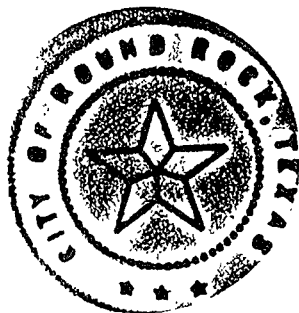
THE STATE OF TEXAS *
COUNTY OF WILLIAMSON *
CITY OF ROUND ROCK *

I, SARA L. WHITE, City Clerk of the City of Round Rock, Texas, do hereby certify that I am the custodian of the public records maintained by the City and that the above and foregoing is a true and correct copy of Ordinance No. G-13-06-27-E2 which amends Chapter 44, Sections 44-29 and 44-30, Code of Ordinances (2010 Edition) regarding water and sewer service to wholesale customers. This ordinance was approved at a regular meeting of the City Council held on the 13th day of June 2013, adopted on the 27th day of June 2013, and recorded in the official City Council Minute Book No. 60.

CERTIFIED by my hand and seal of the City of Round Rock, Texas on this 26th day of September 2013.



SARA L. WHITE, TRMC
City Clerk



ORDINANCE NO. G 13 06-27-E2

AN ORDINANCE AMENDING CHAPTER 44, SECTIONS 44-29 AND 44-30, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING RATES FOR WATER AND SEWER SERVICE TO WHOLESALE CUSTOMERS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK,

TEXAS:

I.

That Chapter 44, Section 44-29(h), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 44-29. - Water.

(h) *Rates for water service to wholesale customers.*

- (1) The rate for water service to a wholesale customer shall consist of a monthly base charge and a volumetric charge per 1,000 gallons of water used.
- (2) The monthly base charge and the volumetric charge for water to wholesale customers is as follows:

a. ~~Effective October 1, 2011.~~

1.	Aqua Texas, Inc.	
	Base Charge	\$4,185.00
	Volume Charge	2.12
2.	Fern Bluff Municipal Utility District	
	Base Charge	\$19,900.00
	Volume Charge	2.18
3.	Paloma Lake Municipal Utility District #1	
	Base Charge	\$1,500.00
	Volume Charge	2.05
4.	Paloma Lake Municipal Utility District #2	
	Base Charge	\$1,500.00
	Volume Charge	2.05
5.	R&R Mobile	
	Base Charge	\$850.00
	Volume Charge	1.90
6.	Walsh Ranch Municipal Utility District	
	Base Charge	\$2,600.00
	Volume Charge	2.35

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7.	Williamson County Municipal Utility District #9	
	Base Charge	\$10,750.00
	Volume Charge	2.50
8.	Williamson County Municipal Utility District #10	
	Base Charge	\$12,000.00
	Volume Charge	2.20
9.	Williamson County Municipal Utility District #11	
	Base Charge	\$10,250.00
	Volume Charge	2.25

a. Effective October 1, 2013.

1.	Aqua Texas, Inc.	
	Base Charge	\$3,435.00
	Volume Charge	2.55
2.	Fern Bluff Municipal Utility District	
	Base Charge	\$19,480.00
	Volume Charge	2.55
3.	Paloma Lake Municipal Utility District #1	
	Base Charge	\$3,690.00
	Volume Charge	2.55
4.	Paloma Lake Municipal Utility District #2	
	Base Charge	\$2,805.00
	Volume Charge	2.55
5.	R&R Mobile	
	Base Charge	\$670.00
	Volume Charge	2.55
6.	Walsh Ranch Municipal Utility District	
	Base Charge	\$4,015.00
	Volume Charge	2.55
7.	Williamson County Municipal Utility District #10	
	Base Charge	\$13,280.00
	Volume Charge	2.55
8.	Williamson County Municipal Utility District #11	
	Base Charge	\$13,490.00
	Volume Charge	2.55
9.	Vista Oaks Municipal Utility District	
	Base Charge	\$9,850.00
	Volume Charge	2.55

b. Effective October 1, 2014

1.	Aqua Texas, Inc.	
	Base Charge	\$3,538.00
	Volume Charge	2.63

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2.	<u>Fern Bluff Municipal Utility District</u>	
	Base Charge	\$20,064.00
	Volume Charge	2.63
3.	<u>Paloma Lake Municipal Utility District #1</u>	
	Base Charge	\$3,801.00
	Volume Charge	2.63
4.	<u>Paloma Lake Municipal Utility District #2</u>	
	Base Charge	\$2,889.00
	Volume Charge	2.63
5.	<u>R&R Mobile</u>	
	Base Charge	\$690.00
	Volume Charge	2.63
6.	<u>Walsh Ranch Municipal Utility District</u>	
	Base Charge	\$4,135.00
	Volume Charge	2.63
7.	<u>Williamson County Municipal Utility District #10</u>	
	Base Charge	\$13,678.00
	Volume Charge	2.63
8.	<u>Williamson County Municipal Utility District #11</u>	
	Base Charge	\$13,895.00
	Volume Charge	2.63
9.	<u>Vista Oaks Municipal Utility District</u>	
	Base Charge	\$10,146.00
	Volume Charge	2.63

c. Effective October 1, 2015

1.	<u>Aqua Texas, Inc.</u>	
	Base Charge	\$3,644.00
	Volume Charge	2.71
2.	<u>Fern Bluff Municipal Utility District</u>	
	Base Charge	\$20,666.00
	Volume Charge	2.71
3.	<u>Paloma Lake Municipal Utility District #1</u>	
	Base Charge	\$3,915.00
	Volume Charge	2.71
4.	<u>Paloma Lake Municipal Utility District #2</u>	
	Base Charge	\$2,976.00
	Volume Charge	2.71
5.	<u>R&R Mobile</u>	
	Base Charge	\$711.00
	Volume Charge	2.71
6.	<u>Walsh Ranch Municipal Utility District</u>	
	Base Charge	\$4,259.00
	Volume Charge	2.71

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7.	Williamson County Municipal Utility District #10	
	Base Charge	\$14,088.00
	Volume Charge	2.71
8.	Williamson County Municipal Utility District #11	
	Base Charge	\$14,312.00
	Volume Charge	2.71
9.	Vista Oaks Municipal Utility District	
	Base Charge	\$10,450.00
	Volume Charge	2.71

II.

That Chapter 44, Section 44-30(e), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 44-30. - Sewer

(e) *Rates for sewer service to wholesale customers.* The monthly volumetric charge for sewer service to wholesale customers, per 1,000 gallons of water used in accordance with each entity's respective contractual obligation, is as follows:

- (1) ~~Effective October 1, 2010.~~
 - a. ~~Paloma Lake Municipal Utility District #1~~
~~Volume Charge \$3.77~~
 - b. ~~Paloma Lake Municipal Utility District #2~~
~~Volume Charge \$3.77~~
 - c. ~~R&R Mobile~~
~~Volume Charge \$3.60~~
 - d. ~~Walsh Ranch Municipal Utility District~~
~~Volume Charge \$3.77~~
 - e. ~~Williamson County Municipal Utility District #9~~
~~Volume Charge \$3.50~~
 - f. ~~Williamson County Municipal Utility District #10~~
~~Volume Charge \$3.60~~
 - g. ~~Williamson County Municipal Utility District #11~~
~~Volume Charge \$3.60~~

(1) Effective October 1, 2013.

a.	Paloma Lake Municipal Utility District #1	
	Volume Charge	\$4.43

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b.	<u>Paloma Lake Municipal Utility District #2</u>	
	<u>Volume Charge</u>	<u>\$4.43</u>
c.	<u>R&R Mobile</u>	
	<u>Volume Charge</u>	<u>\$4.43</u>
d.	<u>Siena Municipal Utility District #1</u>	
	<u>Volume Charge</u>	<u>\$4.43</u>
e.	<u>Siena Municipal Utility District #2</u>	
	<u>Volume Charge</u>	<u>\$4.43</u>
f.	<u>Walsh Ranch Municipal Utility District</u>	
	<u>Volume Charge</u>	<u>\$4.43</u>
g.	<u>Williamson County Municipal Utility District #10</u>	
	<u>Volume Charge</u>	<u>\$4.43</u>
h.	<u>Williamson County Municipal Utility District #11</u>	
	<u>Volume Charge</u>	<u>\$4.43</u>
i.	<u>Vista Oaks Municipal Utility District</u>	
	<u>Volume Charge</u>	<u>\$4.43</u>

(2) Effective October 1, 2014.

a.	<u>Paloma Lake Municipal Utility District #1</u>	
	<u>Volume Charge</u>	<u>\$4.52</u>
b.	<u>Paloma Lake Municipal Utility District #2</u>	
	<u>Volume Charge</u>	<u>\$4.52</u>
c.	<u>R&R Mobile</u>	
	<u>Volume Charge</u>	<u>\$4.52</u>
d.	<u>Siena Municipal Utility District #1</u>	
	<u>Volume Charge</u>	<u>\$4.52</u>
e.	<u>Siena Municipal Utility District #2</u>	
	<u>Volume Charge</u>	<u>\$4.52</u>
f.	<u>Walsh Ranch Municipal Utility District</u>	
	<u>Volume Charge</u>	<u>\$4.52</u>
g.	<u>Williamson County Municipal Utility District #10</u>	
	<u>Volume Charge</u>	<u>\$4.52</u>
h.	<u>Williamson County Municipal Utility District #11</u>	
	<u>Volume Charge</u>	<u>\$4.52</u>
i.	<u>Vista Oaks Municipal Utility District</u>	
	<u>Volume Charge</u>	<u>\$4.52</u>

1 (3) Effective October 1, 2015.

2		
3	a. <u>Paloma Lake Municipal Utility District #1</u>	
4	<u>Volume Charge</u>	<u>\$4.66</u>
5		
6	b. <u>Paloma Lake Municipal Utility District #2</u>	
7	<u>Volume Charge</u>	<u>\$4.66</u>
8		
9	c. <u>R&R Mobile</u>	
10	<u>Volume Charge</u>	<u>\$4.66</u>
11		
12	d. <u>Siena Municipal Utility District #1</u>	
13	<u>Volume Charge</u>	<u>\$4.66</u>
14		
15	e. <u>Siena Municipal Utility District #2</u>	
16	<u>Volume Charge</u>	<u>\$4.66</u>
17		
18	f. <u>Walsh Ranch Municipal Utility District</u>	
19	<u>Volume Charge</u>	<u>\$4.66</u>
20		
21	g. <u>Williamson County Municipal Utility District #10</u>	
22	<u>Volume Charge</u>	<u>\$4.66</u>
23		
24	h. <u>Williamson County Municipal Utility District #11</u>	
25	<u>Volume Charge</u>	<u>\$4.66</u>
26		
27	i. <u>Vista Oaks Municipal Utility District</u>	
28	<u>Volume Charge</u>	<u>\$4.66</u>
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31 **II.**

32
33 **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are
34 expressly repealed.

35 **B.** The invalidity of any section or provision of this ordinance shall not
36 invalidate other sections or provisions thereof.

37 **C.** The City Council hereby finds and declares that written notice of the date,
38 hour, place and subject of the meeting at which this Ordinance was adopted was posted
39 and that such meeting was open to the public as required by law at all times during
40 which this Ordinance and the subject matter hereof were discussed, considered and
41 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas
42 Government Code, as amended.

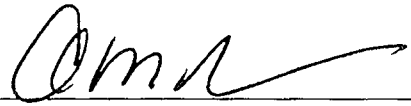
1 **READ** and **APPROVED** on first reading this the 13th day of

2 June, 2013.

3 **READ, APPROVED** and **ADOPTED** on second reading this the 27th day of

4 June, 2013.

5



ALAN MCGRAW, Mayor
City of Round Rock, Texas

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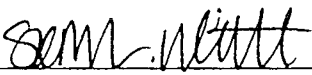
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10 ATTEST:

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SARA L. WHITE, City Clerk

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ORDINANCE NO. O-2015-2384

AN ORDINANCE AMENDING CHAPTER 44, SECTIONS 44-32 AND 44-34, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING RATES FOR WATER AND SEWER SERVICE TO WHOLESALE CUSTOMERS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK,

TEXAS:

I.

That Chapter 44, Section 44-32(c), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 44-32. Water rates.

(c) *Rates for water service to wholesale customers.*

(1) The rate for water service to a wholesale customer shall consist of a monthly base charge and a volumetric charge per 1,000 gallons of water used.

(2) The monthly base charge and the volumetric charge for water to wholesale customers are as follows.

a. Effective October 1, 2013.

1. Aqua Texas, Inc.

Base Charge \$4,185.00

Volume Charge 2.12

2. Fern Bluff Municipal Utility District.

Base Charge \$19,900.00

Volume Charge 2.18

3. Paloma Lake Municipal Utility District #1

Base Charge \$1,500.00

Volume Charge 2.05

4. Paloma Lake Municipal Utility District #2.

Base Charge \$1,500.00

Volume Charge 2.05

- 1 5. R&R Mobile.
- 2 Base Charge \$850.00
- 3 Volume Charge 1.90
- 4 6. Walsh Ranch Municipal Utility District.
- 5 Base Charge \$2,600.00
- 6 Volume Charge 2.35
- 7 7. Williamson County Municipal Utility District #10.
- 8 Base Charge \$12,000.00
- 9 Volume Charge 2.20
- 10 8. Williamson County Municipal Utility District #11.
- 11 Base Charge \$10,250.00
- 12 Volume Charge 2.25
- 13 9. Vista Oaks Municipal Utility District.
- 14 Base Charge \$10,750.00
- 15 Volume Charge 2.50

16 b. Effective October 1, 2015.

- 17 1. Aqua Texas, Inc.
- 18 Base Charge \$4,570.004,568.00
- 19 Volume Charge 2.31
- 20 2. Fern Bluff Municipal Utility District.
- 21 Base Charge \$21,720.0021,718.00
- 22 Volume Charge 2.38
- 23 3. Paloma Lake Municipal Utility District #1.
- 24 Base Charge \$1,880.001,876.00
- 25 Volume Charge 2.56
- 26 4. Paloma Lake Municipal Utility District #2.
- 27 Base Charge \$1,850.001,849.00
- 28 Volume Charge 2.53
- 29 5. R&R Mobile.
- 30 Base Charge \$940.00935.00
- 31 Volume Charge 2.09

1 6. Walsh Ranch Municipal Utility District.
2 Base Charge \$2,950.002,946.00
3 Volume Charge 2.66

4 7. Williamson County Municipal Utility District #10.
5 Base Charge \$43,040.0013,031.00
6 Volume Charge 2.39

7 8. Williamson County Municipal Utility District #11.
8 Base Charge \$41,370.0011,361.00
9 Volume Charge 2.49

10 9. Vista Oaks Municipal Utility District.
11 Base Charge \$11,540.0011,539.00
12 Volume Charge 2.68

13 c. Effective October 1, 2016.

14 1. Aqua Texas, Inc.
15 Base Charge \$4,987.004,984.00
16 Volume Charge 2.532.52

17 2. Fern Bluff Municipal Utility District.
18 Base Charge \$23,702.0024,183.00
19 Volume Charge 2.602.65

20 3. Paloma Lake Municipal Utility District #1.
21 Base Charge \$2,346.002,386.00
22 Volume Charge 3.243.26

23 4. Paloma Lake Municipal Utility District #2.
24 Base Charge \$2,279.002,186.00
25 Volume Charge 3.122.99

26 5. R&R Mobile.
27 Base Charge \$1,027.00985.00
28 Volume Charge 2.302.20

29 6. Walsh Ranch Municipal Utility District.
30 Base Charge \$3,337.003,288.00
31 Volume Charge 3.022.97

1 7. Williamson County Municipal Utility District #10
2 Base Charge \$14,151.00 14,405.00
3 Volume Charge 2,592.64

4 8. Williamson County Municipal Utility District #11.
5 Base Charge \$42,593.00 13,063.00
6 Volume Charge 2,762.87

7 9. Vista Oaks Municipal Utility District.
8 Base Charge \$42,385.00 11,873.00
9 Volume Charge 2,882.76

10 d. Effective October 1, 2017.

11 1. Aqua Texas, Inc
12 Base Charge \$5,444.00 5,437.00
13 Volume Charge 2,762.75

14 2. Fern Bluff Municipal Utility District.
15 Base Charge \$25,868.00 26,927.00
16 Volume Charge 2,832.95

17 3. Paloma Lake Municipal Utility District #1.
18 Base Charge \$2,935.00 3,034.00
19 Volume Charge 4,014.15

20 4. Paloma Lake Municipal Utility District #2.
21 Base Charge \$2,810.00 2,584.00
22 Volume Charge 3,843.53

23 5. R&R Mobile.
24 Base Charge \$1,130.00 1,038.00
25 Volume Charge 2,522.32

26 6. Walsh Ranch Municipal Utility District.
27 Base Charge \$3,780.00 3,671.00
28 Volume Charge 3,423.32

29 7. Williamson County Municipal Utility District #10.
30 Base Charge \$45,368.00 15,923.00
31 Volume Charge 2,822.92

1 (2) Effective October 1, 2015.

2 a. Paloma Lake Municipal Utility District #1.

3 Volume Charge \$3-993.90

4 b. Paloma Lake Municipal Utility District #2.

5 Volume Charge \$3-993.90

6 c. R&R Mobile.

7 Volume Charge \$3-993.90

8 d. Siena Municipal Utility District #1.

9 Volume Charge \$3-993.90

10 e. Siena Municipal Utility District #2.

11 Volume Charge \$3-993.90

12 f. Walsh Ranch Municipal Utility District.

13 Volume Charge \$3-993.90

14 g. Williamson County Municipal Utility District #10.

15 Volume Charge \$3-993.90

16 h. Williamson County Municipal Utility District #11.

17 Volume Charge \$3-993.90

18 i. Vista Oaks Municipal Utility District.

19 Volume Charge \$3-993.90

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21 (3) Effective October 1, 2016.

22 a. Paloma Lake Municipal Utility District #1.

23 Volume Charge \$4-093.90

24 b. Paloma Lake Municipal Utility District #2.

25 Volume Charge \$4-093.90

26 c. R&R Mobile.

27 Volume Charge \$4-093.90

28 d. Siena Municipal Utility District #1.

29 Volume Charge \$4-093.90

30 e. Siena Municipal Utility District #2.

31 Volume Charge \$4-093.90

32 f. Walsh Ranch Municipal Utility District.

33 Volume Charge \$4-093.90

34 g. Williamson County Municipal Utility District #10.

35 Volume Charge \$4-093.90

1 h. Williamson County Municipal Utility District #11.

2 Volume Charge \$4,093.90

3 i. Vista Oaks Municipal Utility District.

4 Volume Charge \$4,093.90

5
6 (4) Effective October 1, 2017.

7 a. Paloma Lake Municipal Utility District #1.

8 Volume Charge \$4,193.94

9 b. Paloma Lake Municipal Utility District #2.

10 Volume Charge \$4,193.94

11 c. R&R Mobile.

12 Volume Charge \$4,193.94

13 d. Siena Municipal Utility District #1.

14 Volume Charge \$4,193.94

15 e. Siena Municipal Utility District #2.

16 Volume Charge \$4,193.94

17 f. Walsh Ranch Municipal Utility District.

18 Volume Charge \$4,193.94

19 g. Williamson County Municipal Utility District #10.

20 Volume Charge \$4,193.94

21 h. Williamson County Municipal Utility District #11.

22 Volume Charge \$4,193.94

23 i. Vista Oaks Municipal Utility District.

24 Volume Charge \$4,193.94

25
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27 **III.**

28
29 **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are
30 expressly repealed.

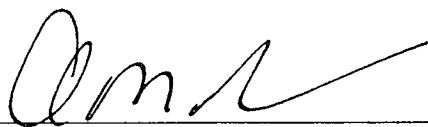
31 **B.** The invalidity of any section or provision of this ordinance shall not
32 invalidate other sections or provisions thereof.

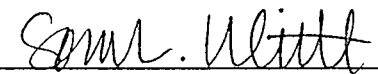
33 **C.** The City Council hereby finds and declares that written notice of the date,
34 hour, place and subject of the meeting at which this Ordinance was adopted was posted

1 and that such meeting was open to the public as required by law at all times during
2 which this Ordinance and the subject matter hereof were discussed, considered and
3 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas
4 Government Code, as amended.

5 **READ** and **APPROVED** on first reading this the 9th day of
6 April, 2015.

7 **READ, APPROVED** and **ADOPTED** on second reading this the 11th day of
8 June, 2015.

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10 
11 _____
12 ALAN MCGRAW, Mayor
13 City of Round Rock, Texas

14 ATTEST:
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16 _____
17 SARA L. WHITE, City Clerk

ATTACHMENT 2

ORDINANCE NO. O-2017-4779

AN ORDINANCE AMENDING CHAPTER 44, SECTION 44-32 WATER RATES, SECTION 44-33 REUSE WATER RATES, AND SECTION 44-34 SEWER RATES, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That Chapter 44, Section 44-32, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 44-32. Water rates.

(a) *Water rates for retail customers.*

(1) *Definitions* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Billing period means a period of approximately 30 days between meter readings for which water consumption is determined. ~~The director of finance~~ chief financial officer will determine the billing periods for various categories of customers

Commercial customer means a non-residential water customer, including multifamily uses and schools.

Commercial water use means water used by a commercial customer.

Irrigation water customer means any water customer who uses irrigation water.

Irrigation Water means water measured by a separate meter and used exclusively to irrigate landscaping

~~*Nonpeak billing periods* means all billing periods other than peak billing periods.~~

~~*Peak billing periods* means five consecutive billing periods between May 1 and October 31, as determined each year by the director of finance.~~

Rate block means the ~~four~~ water volume blocks, as described in subsections (a)(54) and (7) of this section.

Multifamily means a residential dwelling structure (i) with more than 4 units, and (ii) which are not individually metered.

Residential customer means a water customer in any residential structure other than a multifamily structure.

Service unit is defined in accordance with subsection 44-37(e).

(2) *Determination of service units.*

- 1 a. *Conversion table.* The number of service units for water service is determined by the size
 2 and type of the water meter purchased for and/or providing service to the property in
 3 accordance with the following schedule:

Meter Size (inches)	Service Units
5/8	1.0
¾	1.5
1	2.5
1.5	5.0
2	8.0
3	16.0
4	25.0
6	50.0
8	80.0
10 or more	115.0

- 4
 5 b. *No adjustment.* No adjustment in service units shall be made for water use or fire demand
 6 that falls between standard meter sizes.
- 7 c. *Adjustment for fire flows meters and multiple meters.* In the event that a customer has either:
 8 (i) a meter that is oversized because of fire flow requirements; or (ii) more than one meter,
 9 such as where a fire flow meter is utilized in combination with a standard usage meter, the
 10 director of utilities shall determine the number of service units for the customer in accordance
 11 with generally accepted engineering and/or planning standards and assign an equivalent
 12 meter size for billing purposes.
- 13 (3) *Revision of service unit determination.* The city may revise the service unit determination of a
 14 specific customer or customer class in accordance with generally accepted engineering or
 15 planning standards and based on applicable historical data and trends.
- 16 (4) ~~*Volume rates for nonpeak billing periods.* For water consumed during nonpeak billing periods,~~
 17 ~~each customer shall pay a volume rate in the amount set forth below per 1,000 gallons or fraction~~
 18 ~~thereof consumed during such billing period.~~

Charge Effective Before January 1, 2015	Charge Effective January 1, 2015	Charge Effective January 1, 2016
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\$2.35

\$2.42

\$2.49

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~~(5) Volume rates for peak billing periods~~ For water consumed during peak billing periods, each customer shall pay a rate for water consumed during such billing period within each rate block described in this section, as follows:

Rate Blocks	Charge per 1,000 Gallons
Rate block one	The volume rate set forth in subsection (4) of this section
Rate block two	125% of rate block one, rounded to the nearest penny
Rate block three	150% of rate block one, rounded to the nearest penny
Rate block four	200% of rate block one rounded to the nearest penny

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~~(6) Rate blocks for residential customers by service units.~~

a. Rate block one by service units is as follows.

Meter Size in inches	Number of Service Units	Volume by Gallons
5/8	1.0	0 to 18 15,000
3/4	1.5	0 to 27,000 22,500
1.0	2.5	0 to 45,000 37,500
1.5	5.0	0 to 90,000
2.0	8.0	0 to 144,000
3.0	16.0	0 to 288,000
4.0	25.0	0 to 450,000
6.0	50.0	0 to 900,000
8.0	80.0	0 to 1,440,000
10.0 or more	115.0	0 to 2,070,000

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b. Rate block two by service units is as follows:

Meter Size in inches	Number of Service Units	Volume by Gallons
5/8	1.0	18 15,001 to 24,000 21,000
3/4	1.5	27,001 22,501 to 36,000 31,500
1.0	2.5	45,001 37,501 to 60,000 52,500
1.5	5.0	90,001 to 120,000
2.0	8.0	144,001 to 192,000
3.0	16.0	288,001 to 384,000
4.0	25.0	450,001 to 600,000
6.0	50.0	900,001 to 1,200,000
8.0	80.0	1,440,001 to 1,921,000
10.0 or more	115.0	2,070,001 to 2,760,000

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c. Rate block three by service units is as follows:

Meter Size in inches	Number of Service Units	Volume by Gallons
5/8	1.0	24,001 to 30,000 27,000
3/4	1.5	36,001 31,501 to 45,000 40,500
1.0	2.5	60,001 52,501 to 75,000 67,500
1.5	5.0	120,001 to 150,000
2.0	8.0	192,001 to 240,000
3.0	16.0	384,001 to 480,000

4.0	25.0	600,001 to 750,000
6.0	50.0	1,200,001 to 1,500,000
8.0	80.0	1,920,001 to 2,400,000
10.0 or more	115.0	2,760,001 to 3,450,000

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d. Rate block four by service units is as follows:

Meter Size in inches	Number of Service Units	Volume by Gallons
5/8	1.0	More than 30,000 <u>27,000</u>
3/4	1.5	More than 45,000 <u>40,500</u>
1.0	2.5	More than 75,000 <u>67,500</u>
1.5	5.0	More than 150,000
2.0	8.0	More than 240,000
3.0	16.0	More than 480,000
4.0	25.0	More than 750,000
6.0	50.0	More than 1,500,000
8.0	80.0	More than 2,400,000
10.0 or more	115.0	More than 3,450,000

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(5) Residential customer volume rates for billing periods. For water consumed by residential customers during billing periods, each residential customer shall pay a volume rate in the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing period:

	<u>Volume Charge Effective October 1, 2017</u>	<u>Volume Charge Effective October 1, 2018</u>	<u>Volume Charge Effective October 1, 2019</u>
<u>Rate Block One</u>	<u>\$2.49</u>	<u>\$2.56</u>	<u>\$2.64</u>
<u>Rate Block Two</u>	<u>\$3.11</u>	<u>\$3.20</u>	<u>\$3.30</u>
<u>Rate Block Three</u>	<u>\$3.74</u>	<u>\$3.85</u>	<u>\$3.97</u>
<u>Rate Block Four</u>	<u>\$5.60</u>	<u>\$5.77</u>	<u>\$5.94</u>

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(6) Commercial customer volume rates for billing periods. For water consumed by commercial customers during billing periods, each commercial customer shall pay a volume rate in the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing period:

<u>Volume Charge Effective October 1, 2017</u>	<u>Volume Charge Effective October 1, 2018</u>	<u>Volume Charge Effective October 1, 2019</u>
<u>\$2.72</u>	<u>\$2.80</u>	<u>\$2.89</u>

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(7) Rate blocks for irrigation customers by service units

a. Rate block one by service units is as follows:

<u>Meter Size in inches</u>	<u>Number of Service Units</u>	<u>Volume by Gallons</u>
<u>5/8</u>	<u>1.0</u>	<u>0 to 21,000</u>
<u>3/4</u>	<u>1.5</u>	<u>0 to 31,500</u>
<u>1.0</u>	<u>2.5</u>	<u>0 to 52,500</u>
<u>1.5</u>	<u>5.0</u>	<u>0 to 105,000</u>
<u>2.0</u>	<u>8.0</u>	<u>0 to 168,000</u>
<u>3.0</u>	<u>16.0</u>	<u>0 to 336,000</u>

<u>4.0</u>	<u>25.0</u>	<u>0 to 525,000</u>
<u>6.0</u>	<u>50</u>	<u>0 to 1,050,000</u>
<u>8.0</u>	<u>80</u>	<u>0 to 1,680,000</u>
<u>10 or more</u>	<u>115</u>	<u>0 to 2,415,000</u>

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b. Rate block two by service units is as follows:

<u>Meter Size in inches</u>	<u>Number of Service Units</u>	<u>Volume by Gallons</u>
<u>5/8</u>	<u>1.0</u>	<u>21,001 to 27,000</u>
<u>3/4</u>	<u>1.5</u>	<u>31,501 to 40,500</u>
<u>1.0</u>	<u>2.5</u>	<u>52,501 to 67,500</u>
<u>1.5</u>	<u>5.0</u>	<u>105,001 to 135,000</u>
<u>2.0</u>	<u>8.0</u>	<u>168,001 to 216,000</u>
<u>3.0</u>	<u>16</u>	<u>336,001 to 432,000</u>
<u>4.0</u>	<u>25</u>	<u>525,001 to 675,000</u>
<u>6.0</u>	<u>50</u>	<u>1,050,001 to 1,350,000</u>
<u>8.0</u>	<u>80</u>	<u>1,680,001 to 2,160,000</u>
<u>10 or more</u>	<u>115</u>	<u>2,415,001 to 3,105,000</u>

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c. Rate block three by service units is as follows:

<u>Meter Size in inches</u>	<u>Number of Service Units</u>	<u>Volume by Gallons</u>
<u>5/8</u>	<u>1.0</u>	<u>More than 27,000</u>
<u>3/4</u>	<u>1.5</u>	<u>More than 40,500</u>

<u>1.0</u>	<u>2.5</u>	<u>More than 67,500</u>
<u>1.5</u>	<u>5.0</u>	<u>More than 135,000</u>
<u>2.0</u>	<u>8.0</u>	<u>More than 216,000</u>
<u>3.0</u>	<u>16</u>	<u>More than 432,000</u>
<u>4.0</u>	<u>25</u>	<u>More than 675,000</u>
<u>6.0</u>	<u>50</u>	<u>More than 1,350,000</u>
<u>8.0</u>	<u>80</u>	<u>More than 2,160,000</u>
<u>10 or more</u>	<u>115</u>	<u>More than 3,105,000</u>

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(8) Irrigation customer volume rates for billing periods For water consumed by irrigation customers during billing periods, each irrigation customer shall pay a volume rate in the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing period:

	<u>Volume Charge Effective October 1, 2017</u>	<u>Volume Charge Effective October 1, 2018</u>	<u>Volume Charge Effective October 1, 2019</u>
<u>Rate Block One</u>	<u>\$3.11</u>	<u>\$3.20</u>	<u>\$3.30</u>
<u>Rate Block Two</u>	<u>\$3.74</u>	<u>\$3.85</u>	<u>\$3.97</u>
<u>Rate Block Three</u>	<u>\$5.60</u>	<u>\$5.77</u>	<u>\$5.94</u>

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(79) Monthly service charge. Except as provided below, in addition to the above volume rates, each residential, commercial, and irrigation customer shall pay a monthly water service charge pursuant to the following schedule regardless of the amount of water used:

Meter Size in inches	Monthly Service Charge Effective Until January <u>October 1, 20157</u>	Monthly Service Charge Effective January <u>October 1, 20158</u>	Monthly Service Charge Effective January <u>October 1, 20169</u>
5/8	\$13.84 <u>16.04</u>	\$14.26 <u>16.52</u>	\$14.69 <u>17.02</u>
¾	\$19.28 <u>22.33</u>	\$19.86 <u>23.00</u>	\$20.46 <u>23.69</u>
1	\$30.45 <u>35.26</u>	\$31.36 <u>36.32</u>	\$32.30 <u>37.41</u>
1½	\$58.34 <u>67.56</u>	\$60.09 <u>69.59</u>	\$61.89 <u>71.67</u>
2	\$91.81 <u>106.32</u>	\$94.56 <u>109.51</u>	\$97.40 <u>112.79</u>
3	\$169.92 <u>196.78</u>	\$175.02 <u>202.68</u>	\$180.27 <u>208.76</u>
4	\$281.51 <u>326.01</u>	\$289.96 <u>335.79</u>	\$298.66 <u>345.86</u>
6	\$877.65 <u>1,016.37</u>	\$903.98 <u>1,046.86</u>	\$931.10 <u>1,078.27</u>
8	\$1,534.03 <u>1,776.48</u>	\$1,580.05 <u>1,829.77</u>	\$1,627.45 <u>1,884.67</u>
10	\$2,409.19 <u>2,789.97</u>	\$2,481.47 <u>2,873.67</u>	\$2,555.91 <u>2,959.88</u>
12	\$2,956.17 <u>3,423.41</u>	\$3,044.86 <u>3,526.11</u>	\$3,136.21 <u>3,631.90</u>

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- a. *Medicaid exemption discontinued after October 1, 2005.* Except as provided in subsection (a)(79)b of this section, on and after October 1, 2005, the monthly water service charge exemption for head of household residents eligible for Medicaid benefits will be discontinued.
 - b. *Exemption for current recipients.* For residential service located within the corporate city limits where the head of the household is eligible for Medicaid benefits, and if said resident head of household was receiving the Medicaid exemption from the monthly water service charge prior to October 1, 2005, and if said resident head of household re-applies for said exemption between October 1 and October 30 of each year, then the exemption from paying the monthly water service charge shall continue until the head of the household is no longer eligible for Medicaid benefits, as determined by federal guidelines and as administered by the state.
 - c. *Unlawful acceptance of exemption or discount.* It shall be unlawful for any person to apply for and/or receive a water rate discount or exemption from the monthly water service charge if such person is not eligible to receive said discount or exemption.
- (810) *Outside city limits.* The above water rates and service charges apply to all customers located within the corporate limits of the city. All customers located outside of the corporate limits of the city shall pay double the applicable rates charged customers within the corporate limits of the city, unless a different rate is approved by the council pursuant to a contractual agreement.
- (911) *Age 65 years and older.*

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- a. *Discounts discontinued after June 10, 1993.* Except as provided below, on and after June 10, 1993, the water rate discount for head of household residents 65 years of age and older will be discontinued. All head of household residents 65 years of age and older actually receiving said discounts prior to June 10, 1993, shall continue to receive said discounts as stated in this section, so long as they re-apply for said discounts before October 30 of each year.
- b. *Discounts for current recipients.* For residential service located within the corporate city limits where the head of the household has attained the age of 65, and if said resident head of household was receiving water rate discounts prior to June 10, 1993, and if said resident head of household re-applies for said discounts between October 1 and October 30 of each year, then the following schedule of monthly rates or charges for services furnished by the city's water system shall be and such is hereby adopted and established as follows:
 - 1. *Rate.*

Number of Gallons of Water Used	Monthly Water Rates
1—20,000 gallons	\$1.20 per 1,000 gallons
20,000 gallons to 75,000 gallons	\$1.45 per 1,000 gallons used exceeding 20,000 gallons up to 75,000 gallons
Use exceeding 75,000 gallons	\$1.70 per 1,000 used exceeding 75,000 gallons

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- 2. *Monthly charge.* ~~Except as provided below,~~ in addition to the foregoing rates, each customer shall also pay a monthly water service charge of \$5.50 regardless of the amount of water used.

(b) *Water rates and permit fees for bulk users.*

Fire Hydrant Meter Size	Monthly Base Rate
5/8 inch	\$75.00
1 inch	\$100.00
3 inch	\$150.00

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Bulk use customers volume rates for billing periods. For water consumed by bulk use customers during billing periods, each bulk use customer shall pay a volume rate in the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing period:

<u>Volume Charge Effective</u> <u>October 1, 2017</u>	<u>Volume Charge Effective</u> <u>October 1, 2018</u>	<u>Volume Charge Effective</u> <u>October 1, 2019</u>
<u>\$2.72</u>	<u>\$2.80</u>	<u>\$2.89</u>

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- (c) Rates for water service to wholesale customers.
- (1) The rate for water service to a wholesale customer shall consist of a monthly base charge and a volumetric charge per 1,000 gallons of water used.
- (2) The monthly base charge and the volumetric charge for water to wholesale customers are as follows:
- ~~a. Effective October 1, 2013.~~
 - ~~1. Aqua Texas, Inc.~~
 - ~~Base Charge — \$4,185.00~~
 - ~~Volume Charge — 2.12~~
 - ~~2. Fern Bluff Municipal Utility District.~~
 - ~~Base Charge — \$19,900.00~~
 - ~~Volume Charge — 2.18~~
 - ~~3. Paloma Lake Municipal Utility District #1.~~
 - ~~Base Charge — \$1,500.00~~
 - ~~Volume Charge — 2.05~~
 - ~~4. Paloma Lake Municipal Utility District #2.~~
 - ~~Base Charge — \$1,500.00~~
 - ~~Volume Charge — 2.05~~
 - ~~5. R&R Mobile.~~
 - ~~Base Charge — \$850.00~~
 - ~~Volume Charge — 1.90~~
 - ~~6. Walsh Ranch Municipal Utility District.~~
 - ~~Base Charge — \$2,600.00~~
 - ~~Volume Charge — 2.35~~
 - ~~7. Williamson County Municipal Utility District #10.~~
 - ~~Base Charge — \$12,000.00~~
 - ~~Volume Charge — 2.20~~
 - ~~8. Williamson County Municipal Utility District #11.~~
 - ~~Base Charge — \$10,250.00~~
 - ~~Volume Charge — 2.25~~
 - ~~9. Vista Oaks Municipal Utility District.~~
 - ~~Base Charge — \$10,750.00~~

1 ~~Volume Charge—2.50~~
2 ~~b. Effective October 1, 2015:~~
3 ~~1. Aqua Texas, Inc.~~
4 ~~Base Charge—\$4,568.00~~
5 ~~Volume Charge—2.31~~
6 ~~2. Fern Bluff Municipal Utility District.~~
7 ~~Base Charge—\$21,718.00~~
8 ~~Volume Charge—2.38~~
9 ~~3. Paloma Lake Municipal Utility District #1.~~
10 ~~Base Charge—\$1,876.00~~
11 ~~Volume Charge—2.56~~
12 ~~4. Paloma Lake Municipal Utility District #2.~~
13 ~~Base Charge—\$1,849.00~~
14 ~~Volume Charge—2.53~~
15 ~~5. R&R Mobile.~~
16 ~~Base Charge—\$935.00~~
17 ~~Volume Charge—2.09~~
18 ~~6. Walsh Ranch Municipal Utility District.~~
19 ~~Base Charge—\$2,946.00~~
20 ~~Volume Charge—2.66~~
21 ~~7. Williamson County Municipal Utility District #10.~~
22 ~~Base Charge—\$13,031.00~~
23 ~~Volume Charge—2.39~~
24 ~~8. Williamson County Municipal Utility District #11.~~
25 ~~Base Charge—\$11,361.00~~
26 ~~Volume Charge—2.49~~
27 ~~9. Vista Oaks Municipal Utility District.~~
28 ~~Base Charge—\$11,539.00~~
29 ~~Volume Charge—2.68~~
30 ~~c. Effective October 1, 2016:~~
31 ~~1. Aqua Texas, Inc.~~
32 ~~Base Charge—\$4,984.00~~
33 ~~Volume Charge—2.52~~
34 ~~2. Fern Bluff Municipal Utility District.~~
35 ~~Base Charge—\$24,183.00~~
36 ~~Volume Charge—2.65~~

1 3. ~~Paloma Lake Municipal Utility District #1~~
2 Base Charge ~~— \$2,386.00~~
3 Volume Charge ~~— 3.26~~
4 4. ~~Paloma Lake Municipal Utility District #2~~
5 Base Charge ~~— \$2,186.00~~
6 Volume Charge ~~— 2.99~~
7 5. ~~R&R Mobile~~
8 Base Charge ~~— \$985.00~~
9 Volume Charge ~~— 2.20~~
10 6. ~~Walsh Ranch Municipal Utility District~~
11 Base Charge ~~— \$3,288.00~~
12 Volume Charge ~~— 2.97~~
13 7. ~~Williamson County Municipal Utility District #10~~
14 Base Charge ~~— \$14,405.00~~
15 Volume Charge ~~— 2.64~~
16 8. ~~Williamson County Municipal Utility District #11~~
17 Base Charge ~~— \$13,063.00~~
18 Volume Charge ~~— 2.87~~
19 9. ~~Vista Oaks Municipal Utility District~~
20 Base Charge ~~— \$11,873.00~~
21 Volume Charge ~~— 2.76~~
22 d. ~~Effective October 1, 2017.~~
23 1. ~~Aqua Texas, Inc~~
24 Base Charge ~~— \$5,437.00~~
25 Volume Charge ~~— 2.75~~
26 2. ~~Fern Bluff Municipal Utility District~~
27 Base Charge ~~— \$26,927.00~~
28 Volume Charge ~~— 2.95~~
29 3. ~~Paloma Lake Municipal Utility District #1~~
30 Base Charge ~~— \$3,034.00~~
31 Volume Charge ~~— 4.15~~
32 4. ~~Paloma Lake Municipal Utility District #2~~

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Base Charge—\$2,584.00

Volume Charge—3.53

5. R&R-Mobile

Base Charge—\$1,038.00

Volume Charge—2.32

6. Walsh Ranch Municipal Utility District

Base Charge—\$3,671.00

Volume Charge—3.32

7. Williamson County Municipal Utility District #10

Base Charge—\$15,923.00

Volume Charge—2.92

8. Williamson County Municipal Utility District #11

Base Charge—\$16,020.00

Volume Charge—3.30

8. Vista Oaks Municipal Utility District

Base Charge—\$12,217.00

Volume Charge—2.84

a. Aqua Texas Inc.

	Effective October 1, 2017	Effective October 1, 2018	Effective October 1, 2019
Base Charge	\$5,193.00	\$5,364.00	\$5,477.00
Volume Charge	\$2.63	\$2.71	\$2.77

b. Fern Bluff Municipal Utility District

	Effective October 1, 2017	Effective October 1, 2018	Effective October 1, 2019
Base Charge	\$25,634.00	\$26,506.00	\$27,063.00
Volume Charge	\$2.81	\$2.90	\$2.97

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c. Paloma Lake Municipal District Nos. 1 & 2 (Consolidated)

	<u>Effective October 1, 2017</u>	<u>Effective October 1, 2018</u>	<u>Effective October 1, 2019</u>
<u>Base Charge</u>	<u>\$5,318.00</u>	<u>\$5,566.00</u>	<u>\$5,728.00</u>
<u>Volume Charge</u>	<u>\$3.82</u>	<u>\$3.97</u>	<u>\$4.05</u>

d. R&R Mobile

	<u>Effective October 1, 2017</u>	<u>Effective October 1, 2018</u>	<u>Effective October 1, 2019</u>
<u>Base Charge</u>	<u>\$1,035.00</u>	<u>\$1,070.00</u>	<u>\$1,094.00</u>
<u>Volume Charge</u>	<u>\$2.31</u>	<u>\$2.39</u>	<u>\$2.44</u>

e. Walsh Ranch Municipal Utility District

	<u>Effective October 1, 2017</u>	<u>Effective October 1, 2018</u>	<u>Effective October 1, 2019</u>
<u>Base Charge</u>	<u>\$3,462.00</u>	<u>\$3,580.00</u>	<u>\$3,655.00</u>
<u>Volume Charge</u>	<u>\$3.13</u>	<u>\$3.23</u>	<u>\$3.30</u>

f. Williamson County Municipal Utility District #10

	<u>Effective October 1, 2017</u>	<u>Effective October 1, 2018</u>	<u>Effective October 1, 2019</u>
<u>Base Charge</u>	<u>\$14,996.00</u>	<u>\$15,506.00</u>	<u>\$15,832.00</u>
<u>Volume Charge</u>	<u>\$2.76</u>	<u>\$2.85</u>	<u>\$2.91</u>

g. Williamson County Municipal Utility District #11

	<u>Effective October 1, 2017</u>	<u>Effective October 1, 2018</u>	<u>Effective October 1, 2019</u>
<u>Base Charge</u>	<u>\$14,173.00</u>	<u>\$14,655.00</u>	<u>\$14,963.00</u>

<u>Volume Charge</u>	<u>\$3.11</u>	<u>\$3.22</u>	<u>\$3.29</u>
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h. Vista Oaks Municipal Utility District

	<u>Effective October 1, 2017</u>	<u>Effective October 1, 2018</u>	<u>Effective October 1, 2019</u>
<u>Base Charge</u>	<u>\$11,873.00</u>	<u>\$12,277.00</u>	<u>\$12,535.00</u>
<u>Volume Charge</u>	<u>\$2.76</u>	<u>\$2.85</u>	<u>\$2.91</u>

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II.

6 That Chapter 44, Section 44-33, Code of Ordinances (2010 Edition), City of Round Rock,
7 Texas, is hereby amended to read as follows:

8 **Sec. 44-33. Reuse water rates.**

9 (a) *Reuse water rates.*

10 (1) *Volume rates.* For reuse water consumed, each reuse water customer shall pay a volume rate in
11 the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing
12 period.

<u>ChargeRate Effective Before JanuaryOctober 1, 20157</u>	<u>ChargeRate Effective JanuaryOctober 1, 20158</u>	<u>ChargeRate Effective JanuaryOctober 1, 20169</u>
<u>\$1.761.87</u>	<u>\$1.821.92</u>	<u>\$1.871.98</u>

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NOTE: Reuse water rates have only one block volume rate. In addition, reuse water is not subject to ANY watering restrictions imposed during any stage of the drought contingency plan.

16 *Monthly service charge.* Except as provided below, in addition to the above volume rates, each
17 reuse water customer shall pay a monthly water service charge pursuant to the following schedule
18 regardless of the amount of water used:

<u>Meter Size in inches</u>	<u>Monthly Service Charge Effective-Until January 1, 2015 October 1, 2017</u>	<u>Monthly Service Charge Effective-January October 1, 20158</u>	<u>Monthly Service Charge Effective-January October 1, 20169</u>
<u>5/8</u>	<u>\$13.8416.04</u>	<u>\$14.2616.52</u>	<u>\$14.6917.02</u>

¾	\$ <u>19,282.33</u>	\$ <u>19,862.00</u>	\$ <u>20,462.69</u>
1	\$ <u>30,453.26</u>	\$ <u>31,363.32</u>	\$ <u>32,303.41</u>
1½	\$ <u>58,346.56</u>	\$ <u>60,096.59</u>	\$ <u>61,897.67</u>
2	\$ <u>91,811.06</u>	\$ <u>94,561.09</u>	\$ <u>97,401.27</u>
3	\$ <u>169,921.96</u>	\$ <u>175,022.68</u>	\$ <u>180,272.08</u>
4	\$ <u>281,513.26</u>	\$ <u>289,963.79</u>	\$ <u>298,663.86</u>
6	\$ <u>877,651,016.37</u>	\$ <u>903,981,046.86</u>	\$ <u>931,101,078.27</u>
8	\$ <u>1,534,031,776.48</u>	\$ <u>1,580,051,829.77</u>	\$ <u>1,627,451,884.67</u>
10	\$ <u>2,409,192,789.97</u>	\$ <u>2,481,472,873.67</u>	\$ <u>2,555,912,959.88</u>
12	\$ <u>2,956,173,423.41</u>	\$ <u>3,044,863,526.11</u>	\$ <u>3,136,213,631.90</u>

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- (2) *Service charge.* Single-family residential homes with city water service that have reuse water meters shall pay 50 percent of the monthly service charges for reuse meters.
- (3) *Outside city limits.* The above reuse water rates and service charges apply to all customers located within the corporate limits of the city. All customers located outside of the corporate limits of the city shall pay double the applicable rates charged customers within the corporate limits of the city, unless a different rate is approved by the council pursuant to a contractual agreement

III.

That Chapter 44, Section 44-34, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 44-34. Sewer rates.

- (a) *Sewer rates for retail customers inside the city limits.* The rate schedule for retail customers of the city's sanitary sewer system shall be as hereinafter set forth.
 - (1) *Volume rates.* The sewer volume rate for retail customers shall be in an amount set forth below per 1,000 gallons of water used for all users.

Charge Effective Until January 1, 2015	Charge Effective January 1, 2015	Charge Effective January 1, 2016 October 1, 2017
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	\$3.23	\$3.29	\$3.39
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Meter Size	Monthly Service Charge Effective Until January 1, 2015	Monthly Service Charge Effective January 1, 2015	Monthly Service Charge Effective January 1, 2016
5/8"	\$12.63	\$12.88	\$13.27
3/4"	\$16.48	\$16.81	\$17.31
1"	\$23.63	\$24.10	\$24.82
1 1/2"	\$43.08	\$43.94	\$45.26
2"	\$66.43	\$67.76	\$69.79
3"	\$120.89	\$123.31	\$127.01
4"	\$198.70	\$202.67	\$208.75
6"	\$585.64	\$597.35	\$615.27
8"	\$1,021.96	\$1,042.40	\$1,073.67
10"	\$1,603.71	\$1,635.78	\$1,684.85
12"	\$1,967.29	\$2,006.64	\$2,066.84

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(2) *Monthly service charge.* Except as provided below, in addition to the foregoing volume rates, each customer shall also pay a monthly sewer service charge pursuant to the following schedule, regardless of the amount of water used:

Meter Size	Monthly Service Charge Effective January <u>October 1, 2010</u>
5/8"	\$12.63 <u>\$13.27</u>
3/4"	\$16.48 <u>\$17.31</u>
1"	\$23.63 <u>\$24.82</u>

1½"	\$43,0845.26
2"	\$66,4369.79
3"	\$120,89127.01
4"	\$198,70208.75
6"	\$585,64615.27
8"	\$1,021,961,073.67
10"	\$1,603,711,684.85
12"	\$1,967,292,066.84

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- (b) *Sewer rates for retail customers outside city limits.* All customers located outside the corporate limits of the city shall pay double the applicable rates charged customers within the corporate limits of the city, unless a different rate is approved by the council pursuant to a contractual agreement.
- (c) *Consumption based on winter usage.* Monthly sewer consumption for all retail customers shall be based upon the actual monthly water consumption, or upon the average monthly consumption of water during the months of December, January, and February of each fiscal year, whichever is less
- (d) *Discounts for age 65 and older.* Discounts for new customers age 65 and older have previously been discontinued. However, those customers who were receiving the discount prior to June 10, 1993 are eligible to continue to receive the discount provided below, so long as they re-apply for said discount before October 30 of each year. The discounted rate is as follows:

(1) Rate:	\$1.20 per 1,000 gallons of water used; and
(2) Monthly charge:	\$5.50 per month regardless of the amount of water used.

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- (e) *Rates for sewer service to wholesale customers.* The monthly volumetric charge for sewer service to all wholesale customers, per 1,000 gallons of water used in accordance with each entity's respective contractual obligation, is as follows:

<u>Charge Effective October 1, 2017</u>
<u>\$3.90</u>

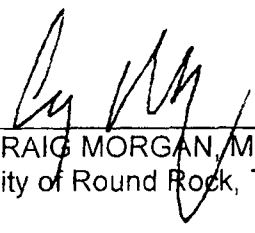
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- ~~(1) Effective October 1, 2013~~
- ~~a. Paloma Lake Municipal Utility District #1.~~

- 1 Volume Charge — \$3.90
- 2 ~~b. Paloma Lake Municipal Utility District #2.~~
- 3 Volume Charge — \$3.90
- 4 ~~c. R&R Mobile.~~
- 5 Volume Charge — \$3.90
- 6 ~~d. Siena Municipal Utility District #1.~~
- 7 Volume Charge — \$3.90
- 8 ~~e. Siena Municipal Utility District #2.~~
- 9 Volume Charge — \$3.90
- 10 ~~f. Walsh Ranch Municipal Utility District.~~
- 11 Volume Charge — \$3.90
- 12 ~~g. Williamson County Municipal Utility District #10.~~
- 13 Volume Charge — \$3.90
- 14 ~~h. Williamson County Municipal Utility District #11.~~
- 15 Volume Charge — \$3.90
- 16 ~~i. Vista Oaks Municipal Utility District.~~
- 17 Volume Charge — \$3.90
- 18 ~~(2) Effective October 1, 2015.~~
- 19 ~~a. Paloma Lake Municipal Utility District #1.~~
- 20 Volume Charge — \$3.90
- 21 ~~b. Paloma Lake Municipal Utility District #2.~~
- 22 Volume Charge — \$3.90
- 23 ~~c. R&R Mobile.~~
- 24 Volume Charge — \$3.90
- 25 ~~d. Siena Municipal Utility District #1.~~
- 26 Volume Charge — \$3.90
- 27 ~~e. Siena Municipal Utility District #2.~~
- 28 Volume Charge — \$3.90
- 29 ~~f. Walsh Ranch Municipal Utility District.~~
- 30 Volume Charge — \$3.90
- 31 ~~g. Williamson County Municipal Utility District #10.~~
- 32 Volume Charge — \$3.90
- 33 ~~h. Williamson County Municipal Utility District #11.~~

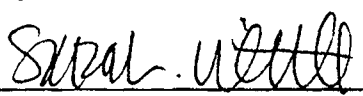
- 1 ~~Volume Charge — \$3.90~~
- 2 ~~i. Vista Oaks Municipal Utility District~~
- 3 ~~Volume Charge — \$3.90~~
- 4 ~~(3) Effective October 1, 2016.~~
- 5 ~~a. Paloma Lake Municipal Utility District #1~~
- 6 ~~Volume Charge — \$3.90~~
- 7 ~~b. Paloma Lake Municipal Utility District #2~~
- 8 ~~Volume Charge — \$3.90~~
- 9 ~~c. R&R Mobile~~
- 10 ~~Volume Charge — \$3.90~~
- 11 ~~d. Siena Municipal Utility District #1~~
- 12 ~~Volume Charge — \$3.90~~
- 13 ~~e. Siena Municipal Utility District #2~~
- 14 ~~Volume Charge — \$3.90~~
- 15 ~~f. Walsh Ranch Municipal Utility District~~
- 16 ~~Volume Charge — \$3.90~~
- 17 ~~g. Williamson County Municipal Utility District #10~~
- 18 ~~Volume Charge — \$3.90~~
- 19 ~~h. Williamson County Municipal Utility District #11~~
- 20 ~~Volume Charge — \$3.90~~
- 21 ~~i. Vista Oaks Municipal Utility District~~
- 22 ~~Volume Charge — \$3.90~~
- 23 ~~(4) Effective October 1, 2017.~~
- 24 ~~a. Paloma Lake Municipal Utility District #1~~
- 25 ~~Volume Charge — \$3.94~~
- 26 ~~b. Paloma Lake Municipal Utility District #2~~
- 27 ~~Volume Charge — \$3.94~~
- 28 ~~c. R&R Mobile~~
- 29 ~~Volume Charge — \$3.94~~
- 30 ~~d. Siena Municipal Utility District #1~~
- 31 ~~Volume Charge — \$3.94~~
- 32 ~~e. Siena Municipal Utility District #2~~
- 33 ~~Volume Charge — \$3.94~~

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CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:



SARA L. WHITE, City Clerk

ATTACHMENT 1

ORDINANCE NO. O-2019-0379

AN ORDINANCE AMENDING CHAPTER 44, SECTION 44-32 WATER RATES AND SECTION 44-33 REUSE WATER RATES, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That Chapter 44, Section 44-32, Subsections (a)(5), (a)(6), (a)(8), (a)(9), (b) and (c), Code of Ordinances (2018 Edition), City of Round Rock, Texas, are hereby amended to read as follows:

Sec. 44-32. Water rates.

(a) *Water rates for retail customers.*

(5) *Residential customer volume rates for billing periods.* For water consumed by residential customers during billing periods, each residential customer shall pay a volume rate in the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing period:

	Volume Charge Effective October 1, 2018
Rate Block One	\$2.56
Rate Block Two	\$3.20
Rate Block Three	\$3.85
Rate Block Four	\$5.77

(6) *Commercial customer volume rates for billing periods.* For water consumed by commercial customers during billing periods, each commercial customer shall pay a volume rate in the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing period:

Volume Charge Effective October 1, 2018

\$2.80

(8) *Irrigation customer volume rates for billing periods* For water consumed by irrigation customers during billing periods, each irrigation customer shall pay a volume rate in the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing period:

	Volume Charge Effective October 1, 2018
Rate Block One	\$3.20
Rate Block Two	\$3.85
Rate Block Three	\$5.77

(9) *Monthly service charge*. Except as provided below, in addition to the above volume rates, each residential, commercial, and irrigation customer shall pay a monthly water service charge pursuant to the following schedule regardless of the amount of water used.

Meter Size in inches	Monthly Service Charge Effective October 1, 2018
5/8	\$16.52
3/4	\$23.00
1	\$36.32
1-1/2	\$69.59
2	\$109.51
3	\$202.68
4	\$335.79
6	\$1,046.86
8	\$1,829.77
10	\$2,873.67

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- a. *Medicaid exemption discontinued after October 1, 2005.* Except as provided in subsection (a)(9)b of this section, on and after October 1, 2005, the monthly water service charge exemption for head of household residents eligible for Medicaid benefits will be discontinued.
- b. *Exemption for current recipients.* For residential service located within the corporate city limits where the head of the household is eligible for Medicaid benefits, and if said resident head of household was receiving the Medicaid exemption from the monthly water service charge prior to October 1, 2005, and if said resident head of household re-applies for said exemption between October 1 and October 30 of each year, then the exemption from paying the monthly water service charge shall continue until the head of the household is no longer eligible for Medicaid benefits, as determined by federal guidelines and as administered by the state.
- c. *Unlawful acceptance of exemption or discount.* It shall be unlawful for any person to apply for and/or receive a water rate discount or exemption from the monthly water service charge if such person is not eligible to receive said discount or exemption

17 (b) *Water rates and permit fees for bulk users*

Fire Hydrant Meter Size	Monthly Base Rate
5/8 inch	\$75.00
1 inch	\$100.00
3 inch	\$150.00

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Bulk use customers volume rates for billing periods. For water consumed by bulk use customers during billing periods, each bulk use customer shall pay a volume rate in the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing period:

Volume Charge Effective October 1, 2018	
	\$2.80

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(c) *Rates for water service to wholesale customers.*

- (1) The rate for water service to a wholesale customer shall consist of a monthly base charge and a volumetric charge per 1,000 gallons of water used.
- (2) The monthly base charge and the volumetric charge for water to wholesale customers are as follows:
 - a. *Aqua Texas, Inc.:*

	Effective October 1, 2018
Base Charge	\$5,364.00
Volume Charge	\$2.71

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b. *Fern Bluff Municipal Utility District:*

	Effective October 1, 2018
Base Charge	\$26,506.00
Volume Charge	\$2.90

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c. *Paloma Lake Municipal District Nos. 1 & 2 (Consolidated):*

	Effective October 1, 2018
Base Charge	\$5,566.00
Volume Charge	\$3.97

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d. *R&R Mobile:*

	Effective October 1, 2018
Base Charge	\$1,070.00
Volume Charge	\$2.39

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e. *Walsh Ranch Municipal Utility District.*

	Effective October 1, 2018

Base Charge	\$3,580.00
Volume Charge	\$3.23

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f. *Williamson County Municipal Utility District #10.*

	Effective October 1, 2018
Base Charge	\$15,506.00
Volume Charge	\$2.85

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g. *Williamson County Municipal Utility District #11:*

	Effective October 1, 2018
Base Charge	\$14,655.00
Volume Charge	\$3.22

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h. *Vista Oaks Municipal Utility District:*

	Effective October 1, 2018
Base Charge	\$12,277.00
Volume Charge	\$2.85

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II.

8

That Chapter 44, Section 44-33, Code of Ordinances (2018 Edition), City of Round

9

Rock, Texas, is hereby amended to read as follows:

10

Sec. 44-33. Reuse water rates.

11

(a) *Reuse water rates*

12

1 (1) *Volume rates* For reuse water consumed, each reuse water customer shall pay a volume rate
 2 in the amount set forth below per 1,000 gallons or fraction thereof consumed during such billing
 3 period:

Effective October 1, 2018	
	\$1.92

4
 5 *NOTE:* Reuse water rates have only one block volume rate. In addition, reuse water is not subject
 6 to ANY watering restrictions imposed during any stage of the drought contingency plan.

7 *Monthly service charge* Except as provided below, in addition to the above volume rates, each
 8 reuse water customer shall pay a monthly water service charge pursuant to the following schedule
 9 regardless of the amount of water used.

Meter Size in inches	Monthly Service Charge Effective October 1, 2018
5/8	\$16.52
3/4	\$23.00
1	\$36.32
1-1/2	\$69.59
2	\$109.51
3	\$202.68
4	\$335.79
6	\$1,046.86
8	\$1,829.77
10	\$2,873.67
12	\$3,526.11

10
 11 (2) *Service charge.* Single-family residential homes with city water service that have reuse water
 12 meters shall pay 50 percent of the monthly service charges for reuse meters.

1 (3) *Outside city limits* The above reuse water rates and service charges apply to all customers
2 located within the corporate limits of the city. All customers located outside of the corporate limits
3 of the city shall pay double the applicable rates charged customers within the corporate limits of
4 the city, unless a different rate is approved by the council pursuant to a contractual agreement.
5

6 III.

7 A. All ordinances, parts of ordinances, or resolutions in conflict herewith are
8 expressly repealed.

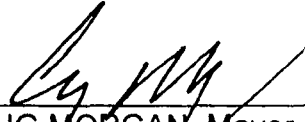
9 B. The invalidity of any section or provision of this ordinance shall not
10 invalidate other sections or provisions thereof.

11 C. The City Council hereby finds and declares that written notice of the date,
12 hour, place and subject of the meeting at which this Ordinance was adopted was posted
13 and that such meeting was open to the public as required by law at all times during which
14 this Ordinance and the subject matter hereof were discussed, considered and formally
15 acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government
16 Code, as amended.

17 READ and APPROVED on first reading this the 12th day of
18 SEPTEMBER, 2019.

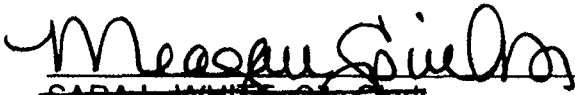
19 READ, APPROVED and ADOPTED on second reading this the 26th day of
20 September, 2019.
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CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:


~~SARA L. WHITE, City Clerk~~
Meagan Spunks
Deputy City Clerk

CURRENT ACTIVITY DETAILS

REF: CANT. VENDOR

ACCT # 06908 030213

WATER SERVICE

METER ID

READ DATE

READING

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TOTAL WATER CHARGES

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WASTEWATER SERVICE

CHARGE PER MONTH

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TOTAL WASTEWATER CHARGES

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MISCELLANEOUS

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TOTAL AMOUNT DUE

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CURRENT ACTIVITY DETAILS	RA. (OPTIONAL)	DATE	AMOUNT
WATER SERVICE			
METER ID	READ DATE		READING
10000	01/01/2010		10000
	01/01/2010		10000
	01/01/2010		10000
	01/01/2010		10000
TOTAL WATER CHARGES			10000
WASTE WATER SERVICE			
TOTAL WASTE WATER CHARGES			10000
TOTAL AMOUNT DUE			20000

CURRENT CIVITY DATA	PS ADJ. EV. DTD	SIDE BAL	INSTR. BAL
WATER SERVICE			
METER ID			ADJNC
123			123
			123
			123
			123
TOTAL WATER CHARGES			123
WAS SEWER SERVICE			
TOTAL WASTEWATER CHARGES			123
TOTAL TO BILL			123

CURRENT ACCOUNT DETAILS	ACCOUNT NUMBER	ACCOUNT # 56958-330219
WATER SERVICE		
METER ID	RE-DATE	READING
00000	00000000	000000
	00000000	000000
	00000000	000000
	00000000	000000
	00000000	000000
<hr/>		
TOTAL WATER CHARGES		31,336.36
WASTEWATER SERVICE		
METER ID	RE-DATE	READING
00000	00000000	000000
	00000000	000000
<hr/>		
TOTAL WASTEWATER CHARGES		17,300.40
<hr/>		
TOTAL AMOUNT DUE		48,636.76

CURRENT ACCOUNT NUMBER

ISSUE NUMBER

CU 1001 7 10918-030

WATER SERVICE

METER ID

1001 7 10918-030

1001 7 10918-030

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TOTAL WATER (W. GALL)

WASTEWATER (W. GALL)

WASTEWATER (W. GALL)

WASTEWATER (W. GALL)

TOTAL WASTEWATER (W. GALL)

TOTAL AMOUNT

City of Round Rock, TX
 Financial Planning and Rate Model
 Wholesale Rates

Water Wholesale Customer	Prior	Effective Oct 1, 2015	Effective Oct 1, 2016	Effective Oct 1, 2017	Effective Oct 1, 2018
Base Charge					
Aqua Texas, Inc	\$ 4,185	\$ 4,568	\$ 4,984	\$ 5,193	\$ 5,364
Fern Bluff MUD	19,900	21,718	24,183	25,634	26,506
Paloma Lake MUD #1	1500	1876	2386		
Paloma Lake MUD #2	1500	1849	2186		
Paloma MUDs 1&2 Consolidated				5318	5566
R&R Joint Venture	850	935	985	1,035	1,070
Vista Oaks MUD	10,750	11,539	11,873	11,873	12,277
Walsh Ranch MUD	2,600	2,946	3,288	3,462	3,580
Williamson MUD #10	12,000	13,031	14,405	14,996	15,506
Williamson MUD #11	10,250	11,361	13,063	14,173	14,655
Volumetric Rate					
Aqua Texas, Inc	\$ 2.12	\$ 2.31	\$ 2.52	\$ 2.63	\$ 2.71
Fern Bluff MUD	2.18	2.38	2.65	2.81	2.90
Paloma Lake MUD #1	2.05	2.56	3.26	3.82	3.97
Paloma Lake MUD #2	2.05	2.53	2.99	3.82	3.97
R&R Joint Venture	1.90	2.09	2.20	2.31	2.39
Vista Oaks MUD	2.50	2.68	2.76	2.76	2.85
Walsh Ranch MUD	2.35	2.66	2.97	3.13	3.23
Williamson MUD #10	2.20	2.39	2.64	2.76	2.85
Williamson MUD #11	2.25	2.49	2.87	3.11	3.22
Wastewater					
Wholesale Customer	Prior	Current			
Volumetric Rate					
Paloma MUD #1	\$ 3.60	\$ 3.90			
Paloma MUD #2	3.60	3.90			
R&R Joint Venture	3.60	3.90			
Sienna Hills MUD	3.60	3.90			
Vista Oaks MUD	3.60	3.90			
Walsh Ranch MUD	3.60	3.90			
Williamson MUD #10	3.60	3.90			
Williamson MUD #11	3.60	3.90			

ATTACHMENT C

Historical Documentation of Line Loss

Billing Date	Period	Usage Billed by City of Round Rock	Consumption Total by Utility Customers	Water Loss (in gals)	% Loss
6/1/2019	4/15 - 5/15/2020	903000	741460	161540	17.9
7/1/2019	5/15 - 6/14/2020	945000	770110	174890	18.5
8/1/2019	6/14 - 7/15/2020	989000	776240	212760	21.5
9/1/2019	7/15 - 8/15/2020	1104000	899400	204600	18.5
10/1/2019	8/15 - 9/16/2020	1319000	908980	410020	31
11/1/2019	9/16 - 10/15/2020	1051000	732530	318470	21.4
12/1/2019	10/15 - 11/15/2020	970000	762773	207227	21.4
1/1/2020	11/15 - 12/16/2020	920000	731347	188653	20.5
2/1/2020	12/16 - 1/15/2020	942000	681546	260454	27.7
3/1/2020	1/15 - 2/14/2020	903000	672310	230690	25.5
4/1/2020	2/14 - 3/16/2020	905000	721746	183254	20.2
5/1/2020	3/16 - 4/15/2020	909000	768482	140518	15.5
TOTALS		11860000	9166924	2693076	21.63% average

ATTACHMENT D

Calculations and Assumptions used to Determine New Rates

WATER RATE CALCULATIONS

Pass-through rate calculation:

$R = G/(1-L)$
R = proposed pass-through rate per 1,000 gals
G = new gallonage charge by City of Round Rock
L = actual line loss (calculated with the maximum allowable because actual loss is higher)
$R = \$2.39/(1-.15) = \$2.81/1,000 \text{ gal}$

Utility also pays a monthly demand charge of \$1070/month to the City of Round Rock in addition to the rate charge per 1000 gallons

The utility's prior approved tariff (June 2013) provided for a water gallonage charge increase from \$2.25 to \$2.88 per 1000 gallons. In early 2013, at the time of the last application, the City of Round Rock gallonage rate was \$1.90 per 1000 gallons, as shown in the "First Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement between the City of Round Rock, Texas and R&R Mobile Joint Venture," effective August 8, 2013 and Ordinance No. G-13-06-27-E2, adopted on June 27, 2013, which are both attached as part of Attachment B. The prior gallonage rate included \$0.64 for the utility and \$2.24 for the City of Round Rock (utilizing the formula above based on the \$1.90 rate per 1000 gallons and a maximum 15% water loss). The utility proposes to maintain the \$0.64 portion of the gallonage charge and increase the City of Round Rock portion based on the City's rate increases and using the formula shown above. The result is a new gallonage charge of \$3.45 per 1000 gallons (\$0.64 plus \$2.81).

In 2013, the City of Round Rock monthly demand charge to the utility was \$850. Although the City's current demand charge is \$1070. The utility does not currently propose to pass-through the increase in the monthly demand charge.

WASTEWATER RATE CALCULATIONS

Pass-through rate calculation:

$R = G/(1-L)$
R = proposed pass-through rate per 1,000 gals
G = new gallonage charge by City of Round Rock
L = actual line loss (calculated with the maximum allowable because actual loss is higher)
$R = \$3.90/(1-0) = \$3.90/1,000 \text{ gal}$

Utility does not pay a monthly demand charge for wastewater

The utility’s prior approved tariff (June 2013) provided for a wastewater gallonage charge increase from \$3.28 to \$4.15 per 1000 gallons. In early 2013, at the time of the last application, the City of Round Rock gallonage rate was \$3.60 per 1000 gallons, as shown in the “First Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement between the City of Round Rock, Texas and R&R Mobile Joint Venture,” effective August 8, 2013, and Ordinance No. G-13-06-27-E2, adopted on June 27, 2013, which are both attached as part of Attachment B. The prior gallonage rate included \$0.55 for the utility and \$3.60 for the City of Round Rock (utilizing the formula above based on the \$3.60 rate per 1000 gallons and not applying any loss because this is a sewer system). The utility proposes to maintain the \$0.55 portion of the gallonage charge and increase the City of Round Rock portion based on the City’s rate increases and using the formula shown above. The result is a new gallonage charge of \$4.45 per 1000 gallons (\$0.55 plus \$3.90).

ATTACHMENT E

Water and Wastewater Tariff Pages that will Change as a Result of the Pass-Through

SECTION 1.0 -- RATE SCHEDULE

Section 1.01 – Rates

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonge Charge</u>
5/8" or 3/4"	\$14.00 (Includes 1,500 gallons)	**\$2.25 per 1,000 gallons over the minimum
1"	\$23.38	
1 1/2"	\$46.62	
2"	\$74.62	
3"	\$140.00	
4"	\$233.38	

\$3.45

December

**Gallonge Charge increased to ~~\$2.88~~ per 1,000 gallons effective ~~June 1,~~
~~2013.~~
 2020

FORM OF PAYMENT: The utility will accept the following forms of payment:

Cash X, Check X, Money Order X, Credit Card _____, Other (specify) _____
 THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT
 PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE
 GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT.....1.0%
 TCEQ RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL
 MONTHLY BILL.

Section 1.02 - Miscellaneous Fees

TAP FEE \$500.00
 TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD
 RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED
 IF LISTED ON THIS TARIFF.

TAP FEE (Unique costs) Actual Cost
 FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL
 AREAS.

TAP FEE (Large meter) Actual Cost
 TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE
 INSTALLED.

METER RELOCATION FEE Actual Relocation Cost, Not to Exceed Tap Fee
 THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE
 RELOCATED.

RATES LISTED ARE EFFECTIVE ONLY
 IF THIS PAGE HAS TCEQ APPROVAL STAMP

SECTION 1.0 -- RATE SCHEDULE

Section 1.01 – Rates

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonge Charge</u>
5/8" or 3/4"	\$18.00 (Includes 1,500 gallons)	**\$3.28 per 1,000 gallons over the minimum
1"	\$30.06	
1 1/2"	\$59.94	
2"	\$95.94	
3"	\$180.00	
4"	\$300.06	

\$4.45

December

**Gallonge Charge increased to ~~\$4.15~~ per 1,000 gallons effective ~~June 1, 2013.~~

2020

FORM OF PAYMENT: The utility will accept the following forms of payment:

Cash X, Check X, Money Order X, Credit Card _____, Other (specify) _____

THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT 1.0%

TCEQ RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL.

Section 1.02 - Miscellaneous Fees

TAP FEE \$500.00

TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Unique costs) Actual Cost

FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

TAP FEE (Large meter) Actual Cost

TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

METER RELOCATION FEE Actual Relocation Cost, Not to Exceed Tap Fee

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED.

RATES LISTED ARE EFFECTIVE ONLY
 IF THIS PAGE HAS TCEQ APPROVAL STAMP

**WATER UTILITY TARIFF
FOR**

Blessing-Stonegate, L.P. dba
Blessing Mobile Home Park
(Utility Name)

1102 Martin Avenue
(Business Address)

Round Rock, Texas 78681
(City, State, Zip Code)

(512) 255-3457
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:

11986

This tariff is effective in the following county:

Williamson

This tariff is effective in the following cities or unincorporated towns (if any):

None

This tariff is effective in the following subdivisions or systems:

Blessing Mobile Home Park
PWS ID 2460031

TABLE OF CONTENTS

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

SECTION 1.0 -- RATE SCHEDULE.....	2
SECTION 2.0 -- SERVICE RULES AND POLICIES	3
SECTION 3.0 -- EXTENSION POLICY	8
SECTION 4.0 -- DROUGHT CONTINGENCY PLAN	15

APPENDIX A -- SAMPLE SERVICE AGREEMENT (Chapter 290.47 Appendix B)
APPENDIX B -- APPLICATION FOR SERVICE

SECTION 1.0 -- RATE SCHEDULE

Section 1.01 – Rates

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonage Charge</u>
5/8" or 3/4"	<u>\$14.00</u> (Includes 1,500 gallons)	** <u>\$2.25</u> per 1,000 gallons over the minimum
1"	<u>\$23.38</u>	
1 1/2"	<u>\$46.62</u>	
2"	<u>\$74.62</u>	
3"	<u>\$140.00</u>	
4"	<u>\$233.38</u>	

****Gallonage Charge increased to \$2.88 per 1,000 gallons effective June 1, 2013.**

FORM OF PAYMENT: The utility will accept the following forms of payment:

Cash X, Check X, Money Order X, Credit Card _____, Other (specify) _____
THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT.....1.0%
TCEQ RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL.

Section 1.02 - Miscellaneous Fees

TAP FEE..... \$500.00
TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Unique costs) Actual Cost
FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

TAP FEE (Large meter) Actual Cost
TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

METER RELOCATION FEE Actual Relocation Cost, Not to Exceed Tap Fee
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED.

RATES LISTED ARE EFFECTIVE ONLY
IF THIS PAGE HAS TCEQ APPROVAL STAMP

SECTION 1.0 -- RATE SCHEDULE (Continued)

METER TEST FEE.....\$25.00

THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY. THE FEE MAY NOT EXCEED \$25.

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF):

- a) Non payment of bill (Maximum \$25.00)\$25.00
- b) Customer's request that service be disconnected\$25.00

RETURNED CHECK CHARGE (Maximum).....\$25.00

RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

TRANSFER FEE.....\$25.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL).....\$5.00

TCEQ RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING. SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50)\$25.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT ..1/6TH OF ESTIMATED ANNUAL BILL

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE

WHEN AUTHORIZED IN WRITING BY TCEQ AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND SEWER TESTING. [30 TAC 291.21(K)(2)]


LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

RATES LISTED ARE EFFECTIVE ONLY
IF THIS PAGE HAS TCEQ APPROVAL STAMP

TEXAS COMM. ON ENVIRONMENTAL QUALITY

37631-R, CCN 20653, JUNE 1, 2013

APPROVED TARIFF BY 

**SEWER UTILITY TARIFF
FOR**

Blessing-Stonegate, L.P. dba
Blessing Mobile Home Park
(Utility Name)

1102 Martin Avenue
(Business Address)

Round Rock, Texas 78681
(City, State, Zip Code)

(512) 796-0168
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:

20653

This tariff is effective in the following county:

Williamson

This tariff is effective in the following cities or unincorporated towns (if any):

None

This tariff is effective in the following subdivisions or systems:

Blessing Mobile Home Park

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The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

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APPENDIX A -- SAMPLE SERVICE AGREEMENT (Chapter 290.47 Appendix B)	
APPENDIX B -- APPLICATION FOR SERVICE	

SECTION 1.0 -- RATE SCHEDULE

Section 1.01 – Rates

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonge Charge</u>
5/8" or 3/4"	\$18.00 (Includes 1,500 gallons)	** \$3.28 per 1,000 gallons over the minimum
1"	\$30.06	
1 1/2"	\$59.94	
2"	\$95.94	
3"	\$180.00	
4"	\$300.06	

****Gallonage Charge increased to \$4.15 per 1,000 gallons effective June 1, 2013.**

FORM OF PAYMENT: The utility will accept the following forms of payment:

Cash X, Check X, Money Order X, Credit Card _____, Other (specify) _____
 THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT 1.0%
 TCEQ RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL.

Section 1.02 - Miscellaneous Fees

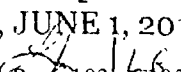
TAP FEE \$500.00
 TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Unique costs) Actual Cost
 FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

TAP FEE (Large meter) Actual Cost
 TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

METER RELOCATION FEE Actual Relocation Cost, Not to Exceed Tap Fee
 THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED.

RATES LISTED ARE EFFECTIVE ONLY
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TEXAS COMM. ON ENVIRONMENTAL QUALITY
 37631-R, CCN 20653, JUNE 1, 2013
 APPROVED TARIFF BY 

SECTION 1.0 -- RATE SCHEDULE (Continued)

- (1) Impact fee to City of Round Rock as follows:
 - (A) Customers of record January 1, 2000 either Pay in full \$1,946.25 or pay monthly \$21.30 for ten months (includes finance charge of 7.5%).
 - (B) Customers after January 1, 2000 will pay current impact fee specified by the City of Round Rock.
- (2) Pass through clause: The City of Round Rock may in the future increase its rate it charges to Blessing Utility, if it proves its cost of service has increased. In the event the City increases its rates, Blessing Utility may pass this rate increase through to its customers upon providing 30 day notice of the increase.
- (3) If only water service is provided without wastewater service, the charge will be based upon the combined rate.

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TEXAS COMM. ON ENVIRONMENTAL QUALITY
37631-R, CCN 20653, JUNE 1, 2013
APPROVED TARIFF BY Page 104 of 105

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