



## Filing Receipt

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**LAW OFFICES OF  
KEN RAMIREZ, PLLC**

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3005 S. Lamar Blvd. • Suite D-109, No. 361 • Austin, Texas 78704  
MAIN 512-657-7967 • [ken@kenramirezlaw.com](mailto:ken@kenramirezlaw.com)

December 21, 2021

**Via efile**

Public Utility Commission of Texas  
PO Box 13326  
Austin, TX 78711-3326

Re: Water Service Area Transfer Agreement between City of Austin and Creedmoor-Maha Water Supply Corporation Pursuant to TEX WATER CODE 13.248 and 16 TAC 24.253

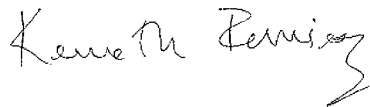
Commission:

The City of Austin ("Austin") and the Creedmoor-Maha Water Supply Corporation ("Creedmoor") have entered into a Water Service Area Transfer Agreement ("Agreement") pursuant to TEX WATER CODE Section 13.248 wherein Creedmoor wishes to transfer three separate tracts of land, totaling 32.65 acres, from its water CCN No. 11029 to Austin's water CCN No. 11322. Water Code Section 13.248 and the PUC's own regulation at 16 TAC 24.253 both provide that contracts between retail public utilities designating areas to be served by those utilities are valid and enforceable and are incorporated into the corresponding certificates of convenience and necessity if approved by the Commission after notice and hearing.

Please process this as an application seeking approval of this Agreement. Exhibits 1-3 contain necessary mapping (the shapefiles are also attached) the Commission will need to evaluate the Agreement, and Exhibits 4-5 will attest to the fact that proper notice and hearing have been carried out. Regarding Exhibit 4, the Creedmoor Board's May 24, 2021 Agenda and the Minutes from that Agenda both list this as Item 5 (c), which the Board passed unanimously. And subsequent to the Board's approval of this transfer, Milestone Community Builders entered into a joint venture with Knob, LLC to co-develop the property, thus Knob's name is on this Agreement. There are no existing customers or facilities being transferred as part of this Agreement. Austin and Creedmoor have authorized me to file and process this Agreement on their behalf.

Please let me know if there is anything else you might need.

Regards,



Ken Ramirez  
Managing Partner

Enclosures

## **AGREEMENT REGARDING WATER SERVICE TERRITORY**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS                   §

This Agreement Regarding Water Service Territory (this "Agreement") is entered into as of 16th day of December 2021 (the "Effective Date") by Creedmoor-Maha Water Supply Corporation ("Creedmoor-Maha"), a retail public utility operating in the State of Texas and the City of Austin, a Texas home rule municipality (the "City" or "Austin"). Creedmoor-Maha and the City are hereinafter collectively referred to as the "Parties."

### **RECITALS**

A. WHEREAS, Section 13.248 of the Texas Water Code ("TWC") provides that contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas ("PUC") after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity;

B. WHEREAS, both Creedmoor-Maha and the City are retail public utilities as defined in Section 13.002(19) of the Texas Water Code;

C. WHEREAS, Creedmoor-Maha is the holder of water Certificate of Convenience and Necessity No. 11029 (the "Creedmoor-Maha CCN") and Austin is the holder of water Certificate of Convenience and Necessity No. 11322 ("Austin CCN"), each of which define the certificated retail water service territories of the respective retail public utilities;

D. WHEREAS, the Parties desire that Creedmoor-Maha transfer the 31.65 acres of its water CCN that is depicted in the Transfer Tract shown in Exhibit 3 of this Agreement;

E. WHEREAS, no existing customers or facilities are being transferred as part of this Agreement;

F. WHEREAS, Creedmoor-Maha and the City desire to enter into this Agreement pursuant to Section 13.248 of the Texas Water Code to designate areas and customers to be served by Austin;

G. NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **I. AGREEMENT**

1. **Purpose.** This Agreement shall be a contract designating areas and customers to be served by the Parties in accordance with TWC Section 13.248.

2. **Transfer of the CCN.** Creedmoor-Maha transfers and conveys to the City, and the City hereby accepts that transfer from Creedmoor-Maha, the 31.65 acres of Creedmoor-Maha's CCN that is depicted as the Transfer Tract in Exhibit 3 attached hereto, and the Parties hereby designate the City as the retail water service provider to that Transfer Tract.

3. **No Continuing Obligation to Serve.** The Parties agree that, upon approval of the application to move the Transfer Tract from Creedmoor-Maha to Austin, Creedmoor-Maha shall have no further obligation to provide retail water service to the Transfer Tract.

4. **Application for Approval.** The Parties agree to fully cooperate as necessary regarding the preparation, filing, and prosecution of an application to secure PUC approval of this Agreement (the "PUC Application"). Each party shall bear its own costs and expenses in connection therewith.

5. **List of Exhibits**

Exhibit 1: Overview Map

Exhibit 2: Location Map

Exhibit 3: Detailed Map

Exhibit 4: Creedmoor Board Meeting Agenda and Minutes

Exhibit 5: Affidavit

## **II. MISCELLANEOUS**

6. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.

7. **Governing Law and Venue.** This Agreement will be governed by the Constitution and laws of the State of Texas. The courts of Texas shall have jurisdiction of any dispute arising out of or concerning this Agreement, either administrative or judicial, and venue shall be proper and lie exclusively in Travis County, Texas.

8. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party. All the respective covenants,

undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any approved successors or assigns of that Party.

9. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized by the Parties.

10. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

11. **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

13. **Notices.** Any notice or other communication ("Notice") given under this Agreement must be in writing. Notice may be given or served: (i) by depositing it in the United States Mail, postage paid, certified with return receipt requested, and addressed to the party to be notified; or (ii) by personally delivering it to the party to be notified. Notice deposited in the mail will be effective three days after such 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 be, until changed as provided below, as follows:

Creedmoor-Maha:

Matthew Pickle, General Manager  
Creedmoor-Maha Water Supply Corporation  
13709 Schriber Road  
Buda, TX 78610  
Email: [mpickle@creedmoorwsc.com](mailto:mpickle@creedmoorwsc.com)  
Phone: 512-243-2113

With copy to:

Attn: Duncan Norton  
Lloyd Gosselink Rochelle & Townsend, P.C.  
816 Congress Ave., Ste. 1900  
Austin, Texas 78704  
Email: [dnorton@lglawfirm.com](mailto:dnorton@lglawfirm.com)

City of Austin:

Greg Meszaros, Director  
Austin Water Utility  
625 E. 10<sup>th</sup> Street, Suite 800  
Austin, Texas 78767  
Phone: 512-972-0108  
Email: [Greg.Meszaros@austintexas.gov](mailto:Greg.Meszaros@austintexas.gov)

With copies to:  
Virginia Collier, [virginia.collier@austintexas.gov](mailto:virginia.collier@austintexas.gov)

and

City of Austin Law Department  
Attn: Holly Heinrich / CCNs / Austin Water  
P.O. Box 1088  
Austin, Texas, 78767-1088  
Email: [holly.heinrich@austintexas.gov](mailto:holly.heinrich@austintexas.gov)


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.

14. **Entire Agreement.** This Agreement, including the attached exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the date first set forth above.

Creedmoor-Maha:

Creedmoor-Maha Water Supply Corporation

By: 

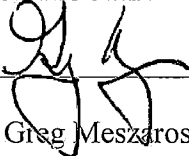
Name: Matthew E. Vickie

Title: General Manager

Date: 12/15/21

Austin:

CITY OF AUSTIN

By: 

Name: Greg Meszaros

Title: Director, Austin Water

Date: 12/16/2021

# **EXHIBIT 1**







# **EXHIBIT 2**



6805 N. CAPITAL OF TEXAS HIGHWAY | SUITE 315  
AUSTIN, TEXAS 78731 | TEL. (512) 758-7474  
TBPE FIRM NO. F-18129

## PUBLIC UTILITY COMMISSION OF TEXAS

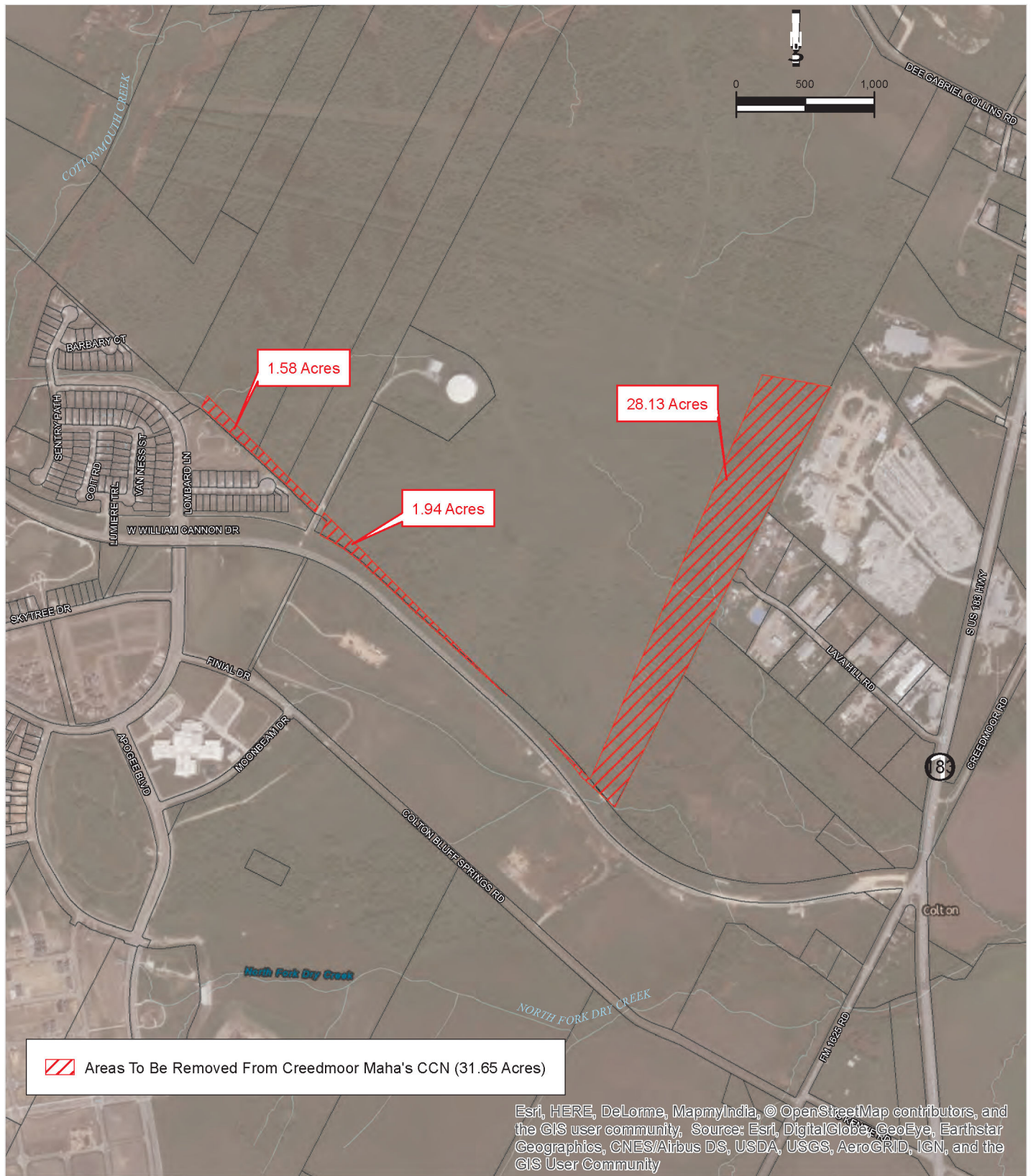
## LOCATION MAP

AREAS TO BE REMOVED FROM  
CREEDMOOR MAHA'S WATER CCN  
AUSTIN, TRAVIS COUNTY, TEXAS

EXH02

# **EXHIBIT 3**





6805 N. CAPITAL OF TEXAS HIGHWAY | SUITE 315  
AUSTIN, TEXAS 78731 | TEL. (512) 758-7474  
TBPE FIRM NO. F-18129

## PUBLIC UTILITY COMMISSION OF TEXAS

## DETAILED MAP

AREAS TO BE REMOVED FROM  
CREEDMOOR MAHA'S WATER CCN  
AUSTIN, TRAVIS COUNTY, TEXAS

EXH03

# **EXHIBIT 4**



Creedmoor- Maha Water Supply Corp  
12100 Laws Rd. Buda, Texas 78610  
(512) 243-2113 | FAX: (512) 354-1444  
<https://creedmoormahawsc.com>

# MAY 2021 AGENDA

## REGULAR BOARD OF DIRECTORS MEETING

May 24, 2021 at 6:00 PM

In accordance with Chapter 551 of the Texas Government Code, Vernon's Annotated Civil Statutes, Section 31, notice is hereby given to the public that the CREEDMOOR MAHA WATER SUPPLY CORPORATION (CMWSC) shall hold a Regular Board meeting at 6:00 P.M. on the 24th of May, 2021, at: Creedmoor Community Center, 12511 FM 1625 Creedmoor, Texas.

The Board may take action on any of the items posted below. Action cannot be taken on individual citizen or customer communications or Board member items unless the matter was continued from a previous meeting or is individually listed below. Individual citizens, customers, or members may comment on any or all of the Agenda items posted. Registration forms must be submitted, prior to the meeting being called to order, and must include a notation of the specific Agenda items to be addressed. The Board President will acknowledge these commenters for up to three minutes each prior to any Board action.

The Corporation provides unrestricted access for the disabled.

The Board of Directors may go into Executive Session pursuant to the Texas Open Meetings Act, codified as Texas Government Code, Chapter 551, Sections 551.071 551.072, 551.073, 551.074, 551.076, or 551.087 at any time during the meeting. The Session may be undertaken for purposes of receiving legal advice and consulting with the CMWSC general counsel on pending and threatened litigation and matters pending at the State Office of Administrative Hearings, Texas State Regulatory Agencies and any other matter where the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize the private consultation with an attorney.

## AGENDA

Item 1. OPEN MEETING - Establish Quorum

Item 2. CITIZENS, Members, or Customers general forum *(Three minutes provided to each)*

Item 3. CONSENT AGENDA

- a. Minutes from the April 28th, 2021 Board Meeting (ACTION)
- b. Financial Reports for April 2021 (ACTION)

Item 4. OLD BUSINESS

- a. Review and approve Non-Standard Service Agreement with Mustang Ridge LLC (ACTION)

**Item 5. NEW BUSINESS**

- a. Discuss initiative to increase ease of understanding and usefulness of monthly financial reports
- b. Discuss past Public Relations efforts and future needs
- c. Review and approve Texas Water Code Section 13.248 Agreement with the City of Austin to transfer 31.65 acres of property, owned by Milestone Community Builders, located within Creedmoor's water CCN to the City of Austin. (ACTION)

**Item 6. GENERAL MANAGER'S REPORT**

Discussion, and Possible Action on Daily Operations and Related Matters

- a. Water bought / sold
- b. General Information Items
  - 1. Introduce Darla Damron, Administrative Assistant to the General Manager
  - 2. New office construction
  - 3. BSEACD Stage 2 Drought Restrictions

**Item 7. CUSTOMER SERVICE MANAGER REPORT**

- a. Billing / Customers issues
- b. Past Due/Disconnect Status
- c. Late Pay Status

**Item 8. BUSINESS MANAGER REPORT**

- a. Corporate Bank Account Balances
- b. Customer Payment Choice Trend

**Item 9. OPERATIONS REPORT**

- a. Twin Creek Crossing waterline status
- b. Key Operations Activity

**Item 10. EXECUTIVE SESSION**

**Item 11. ACTION RELATED TO EXECUTIVE SESSION**

- a. Discuss and take action on any matter discussed in Executive Session under Agenda Item 10, including but not limited to, personnel matters, litigation, and any terms and conditions regarding any agreements related to any of the above matters.

**Item 12. ADJOURNMENT**

POSTED ON WEBSITE [creedmoormahawsc.com](http://creedmoormahawsc.com)

Date: Thursday, May 20, 2021



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Creedmoor-Maha Water Supply Corp  
12100 Laws Rd. Buda, Texas 78610  
(512) 243-2113 | FAX: (512) 354-1444  
www.creedmoormahawsc.com



## Minutes of May 24, 2021 Monthly Board of Directors Meeting

### **Board Members Present:**

Bennie Bock II, President  
Carl Urban-Vice President  
Bobby Burklund, Director  
Earl Burklund, Director

Don Dailey, Director  
Yvonne Gil-Vallejo, Director  
Darrell Walenta, Director

### **Board Members Not Present:**

Ben Gray  
Rebecca Richards-Oldag, Secretary/Treasurer

### **Attending Staff:**

Matt Pickle, General Manager  
Cassie Taylor, Business Manager  
Kristi Temple, Customer Service Manager  
Darla Damron, Executive Assistant to GM

### **Item 1. Open Meeting**

President Bennie Bock, II called the meeting to order and established a quorum at 6:11pm.

### **Item 2. Citizens, Members or Customer's General Forum:**

Matthew McCafferty with Easton and Brookfield property requested to speak to the board but due to current communication and negotiations with CMWSC, it was suggested that he continue to communicate with GM Matt Pickle.

### **Item 3. Consent Agenda (Action Item)**

- a. **Minutes from the March 17, 2021 Regular Board Meeting (ACTION)**



**Yvonne Gil-Vallejo** made the motion to approve the minutes from the April 28, 2021 Creedmoor Maha WSC regular board meeting. **Bobby Burkland** seconded the motion. The motion passed, unanimously.

**b. Financial Reports for March 2021 (ACTION)**

**Earl Burkland** made the motion to approve the financial reports for the month ending April 2021. The motion was seconded by **Bobby Burkland**. The motion passed, unanimously.

**Item 4. Old Business**

**a. Review and approve Non-Standard Service Agreement (NSSA) with Mustang Ridge LLC (Action Item)**

Mr. John Steib presented talking points for this agenda item. The Mustang Ridge development will be approximately 300 acres, which will include 3000 Living Unit Equivalents (LUE). The development will be located on FM 1625 across from US 183 (south along Rodriguez Rd). This NSSA provides for nine (9) phases of construction totaling around \$30,883,00.00. The project has already begun and will continue through May 2023. The funding comes from impact fees. The agreement is comprehensive with specific requirements. The combined CMWSC team recommended approval of the NSSA that was presented. MRB Engineering Justin Scarth, Lloyed Gossling Sam Ballard, and owner developer Sean Breedlove were all present to answer questions.

Director Gil-Vellejo asked what the penalty was for the two-year construction timeline if not complete on time. Mr. Steib pointed out that the contract states that it would be "good faith." There is a termination opportunity if not met. Director Gil-Vellejo then asked MRB's Justin Scarth if steps are in place to have the contractor lock down the costs since prices seem to be going up. Mr. Scarth responded that we're a long way from the contract. She responded that she was concerned the project would stop because of cost issues. She did not want CMWSC to pay for increased costs. CMWSC is the project manager and coordinator for all parallel projects. Vice President Carl Urban's concern was if they drop out who "holds the bag?". CMWSC will be the inspectors on this project. President Bennie Bock asked if there was a schedule and if Mr. Steib could provide that to the board. Yvonne Gil-Vallejo requested to include the linear footage for the board to see. Developer Sean Breedlove stated that they are on a very aggressive schedule to get the project done. His concerns were whether CMWSC would be able get all the easements done in time as they are ready to start designing and building as soon as they have the easements.

**Director Yvonne Gil-Vallejo** made a motion to approve the non-standard service agreement with Mustang Ridge LLC as presented and directed General Manager Matt Pickle to sign the agreement. **Director Carl Urban** seconded the motion. The motion passed, unanimously.

**Item 5. New Business**

- a. **Discuss initiative to increase ease of understanding and usefulness of monthly financial reports (No action required)**

This was an agenda item that Secretary/Treasurer Rebecca Richards-Oldag request. General Manager Pickle told the board that CMWSD is looking into securing a CPA to assist us with this project.

- b. **Discuss past Public Relations efforts and future needs (No action required).**

General Manager Matt Pickle shared that staff has taken over the maintenance of the CMWSC website. Sapna Mulki helped set up Facebook but we do not have public relations needs at this time. The board suggested that we reach out to her when we have needs where she might be able to assist us.

- c. **Review and approve Texas Water Code Section 13.248 Agreement with the City of Austin to transfer 31.64 acres of property, owned by Milestone Community Builders, located within Creedmoor's water CCN to the City of Austin (Action required)**

This is a piece of property that has stayed in our Certificate of Convenience & Necessity (CCN) but the owner is requesting to buy out of our CCN. It's easier for CMWSC to let this property go than to service this area. There was a negotiated price of \$750 per acre. The developer did draft a legal agreement between CMWSC and the City of Austin that CMWSC is reviewing.

**Director Carl Urban** made the motion to accept the payment terms negotiated by our GM and our General Council and approve transfer of 31.65 acres of property owned by Milestone Community Builders from CMWSC's CCN to City of Austin CCN pursuant to Texas Water Code, Section 13.248. **Director Darrell Walenta** seconded the motion. The motion passed, unanimously.

**Item 6. General Manager's Report**  
**Discussion and Possible Action on Daily Operations and Related Matters**

- a. **Water bought / sold**

General Manager Matt Pickle shared a couple of reports with the board. He highlighted that the average amount of water used by homeowners for the month of April is 5470 gallons per month. That is consistent with past months.

**b. General Information**

**1. Introduce Darla Damron, Administrative Assistant to the General Manager**

General Manager Matt Pickle introduced Darla Damron as the GM's new executive assistant.

**2. New Office construction**

Due to rain, construction has been delayed on the new office. Once things dry out, they will begin construction.

**3. BSEACD State 2 Drought Restrictions**

We continue to operate under Stage 2 Drought Restrictions mandated by BSEACD. For the month of April we met our required 20% reduction of water pumped from our wells.

**Item 7. Customer Service Manager Report**

**a. Billing / Customer Issues**

**b. Past Due / Disconnects**

**c. Late Pay Status**

CRS Manager Kristi Temple presented this item to the board. She stated a successful one day turnaround on the billing process due to great teamwork. For the month of April there were 180 past due accounts totaling \$5,207.40. Late notices were sent out to 133 past due accounts. By the end of May there was a potential of 155 disconnects. On May 21 only 20 meters were locked and three (3) were pulled. As of the date of the board meeting, only one meter remains locked. That specific locked meter has not been used since 2013. A total of 338 letters were sent out to customers who were late on payments to avoid fees and/or disconnection on June 15, 2021 due date.

**Item 8. Business Manager Report**

**a. Corporate Account Balances**

**b. Customer Payment Choice Trend**

Business Manager Cassie Taylor let the board know that customers are getting back into a routine of bill payments after covid and the winter freeze. Between April and May we saw a difference of \$108,000.00 in our operating account. Ms. Taylor presented a document that showed the CMWSC bank account balances as of April 30, 2021. She stated, that the payment options have stayed the same. However, we are getting more inquiries regarding the ACH draft payments since it's a straight option with \$0 fee. The two top options are checks at 50%-55% and credit cards about 36%, with cash staying between 13%-14%, while ACH drafts sit at only 1%. Ms. Taylor stated that they trying to push the ACH drafts more since there is a \$0 fee where there are service charges for others payment options. Director Yvonne Gil-

Vallejo' asked if we're trying to maintain minimum balance on our infrastructure reserve or are we funding it regularly. GM Pickle responded that we're funding it regularly.

**Item 9. Operations Report**

**a) Twin Creek Crossing Waterline Status**

GM Pickle mentioned that the boring on this project could have been done in one day until the boring machine broke, losing about three days. The boring machine is now working, and they are working to complete the project.

**b) Key Operations Activity**

GM Pickle stated that this month we had five new meters installed but pulled three. This gives us two meters added to the system. We are still growing and will see a lot of growth in the future.

**Item 10. Executive Session**

The board did not go into executive session.

**Item 11. Action Related to Executive Session**

The board did not go into executive session.

**Item 12. Adjournment**

**Director Yvonne Gil-Vallejo** motioned to adjourn. **Vice President Carl Urban** seconded motion. The meeting adjourned at 7:30 PM.

# **EXHIBIT 5**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

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**AFFIDAVIT OF MATTHEW PICKLE**

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1. My name is Matthew Pickle. I am the General Manager for Creedmoor-Maha Water Supply Corporation (“Creedmoor”). I am over the age of 18 years and reside in Hays County, Texas. I am of sound mind, have never been convicted of a felony or other crime involving moral turpitude, and fully competent to make this affidavit. I have personal knowledge of the facts stated herein, and they are true and correct.
2. During a public meeting held on May 24, 2021, the Creedmoor Board of Directors approved negotiation and execution of a Water Service Area Transfer Agreement (“Service Area Contract”) between Creedmoor and the City of Austin, Texas (“the City”) to be established pursuant to Texas Water Code § 13.248 and 16 Texas Administrative Code § 24.253, transferring 31.65 acres of land (“Transfer Area”) from Creedmoor’s water CCN No. 11029 to the City’s water CCN No. 11322.
3. No existing customers or facilities are being transferred as part of the Service Area Contract.
4. The Transfer Area identified in the Service Area Contract is the same property that is the subject of the “Petition of Creedmoor-Maha Water Supply Corporation and the City of Austin for Approval of a Service Area Contract under Texas Water Code § 13.248 and to Amend Certificates of Convenience and Necessity in Travis County,” filed with the Public Utility Commission of Texas of which this Affidavit is part (“Petition”).



**Acknowledgement**

I declare *under penalty* of perjury that the foregoing is *true* and correct. Affiant further sayeth not.



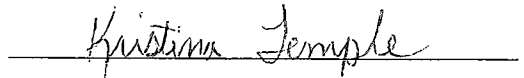
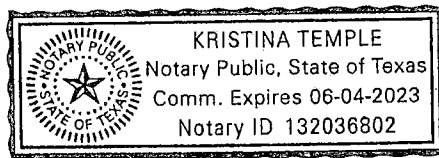
Matthew Pickle, General Manager  
Creedmoor-Maha Water Supply Corporation

State of Texas

County of Travis

BEFORE ME, the undersigned authority, on this day personally appeared Matthew Pickle, as the General Manager of Creedmoor-Maha Water Supply Corporation, known to me to be the person whose name is subscribed on this document and acknowledged to me that he executed the same for the purposes and consideration herein expressed, in the capacity therein stated and he is authorized to do so.

Given under my hand and seal of office this 26<sup>th</sup> day of August 2021.



Notary Public in and for the State of Texas

The following files are not convertible:

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Area\_1.idx  
Area\_1.prj  
Area\_1.shp  
Area\_1.shx  
Area\_2.dbf  
Area\_2.idx  
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Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact [centralrecords@puc.texas.gov](mailto:centralrecords@puc.texas.gov) if you have any questions.