



## **Filing Receipt**

**Filing Date - 2024-04-12 03:49:37 PM**

**Control Number - 56021**

**Item Number - 439**

# **CY 2024 Registration of Submetered or Allocated Utility Service**

**Registration Number: S0689**

## **Property Owner**

Lakepointe Residences LP dba Lakepointe Residences  
2025 Lakepointe Drive  
Lewisville, TX 75057  
(972) 459-1800  
lakepointe@tiptongroup.com

## **Property Manager**

Tipton Group (Lakepointe)  
2025 Lakepointe Drive  
Lewisville, TX 75057  
(972) 459-1800  
lakepointe@tiptongroup.com

## **Property Where Utility Service Is Provided**

Lakepointe Residences  
2025 Lakepointe Drive  
Lewisville, TX 75057  
(972) 459-1800  
lakepointe@tiptongroup.com

**Property Type:** Apartment Complex

## **Information on Utility Service**

**Tenants are billed for?** Both Water and Wastewater  
**Submetered or Allocated?** Changing from Submetered to Allocated  
**Name of utility providing service:** City of Lewisville  
**Date billing begins:** 4/1/2024

## **Changing from Submetered to Allocated**

The following supporting documents were uploaded:  
Lakepointe Residences Request for Change in Methodology (S0689).pdf

### **Method Used to Allocate Utility Charges**

The following methods are used:

- Ratio Occupancy Method

### **Method Used to Offset Charges for Common Areas**

The following methods were checked:

- Installed irrigation system that is/are separately metered or submetered.

### **Filing Party**

This registration was filed by the Property Manager.

LAKEPOINTE RESIDENCES  
2025 LAKEPOINTE DR. LEWISVILLE, TX. 75057  
(972) 459-1800

March 25, 2024

Public Utility Commission of Texas  
Water Utility Division  
1701 North Congress Ave  
P.O. Box 13326  
Austin, TX 78711-3326

**RE: Conversion from Submetering to Allocation at Lakepointe Residences – S0689**

To Whom It May Concern:

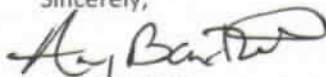
The submetering system at Lakepointe Residences is an old submetering system which is in need of replacement. Employees and contractors of Lakepointe Residences have made diligent efforts to repair the meters without success.

The property has explored the feasibility of replacing the submetering system, but the cost would be prohibitive. Attached is a proposal for the upgrade to a new wireless meter reading system. As you can see, the cost is significant. Consequently, we believe that good cause exists pursuant to 16 TAC §24.279(d) to change from submetered to allocated billing. The residents currently sign a form lease which indicated that they will be responsible for water and wastewater and also sign a "Lease Addendum for Water/Wastewater Submeter Billing in Apartments" and receive the "Tenant Guide to Submetered Water or Wastewater Service". It is our intent to provide existing residents 35-day notice of the new allocation and request their written approval of such modification following 16 TAC §24.279(c). This would typically only occur upon new leases and when existing tenants renew their lease.

Lakepointe Residences intends to use the following allocation system: deduct Five percent (5%) of the water/wastewater bill to account for common area and allocate the remaining Ninety-five (95%) back to the residents based on number of occupants in each unit per 16 TAC §24.281(e)(2)(A)(ii). Irrigation is in use at the property and separately metered by the city, therefore the deduction will be 5% per 16 TAC §24.281(1)(B)(ii).

Please provide written approval of the conversion to water allocation billing for Lakepointe Residences. If you have any questions, please do not hesitate to contact me.

Sincerely,



Amy Bartlett  
Regional Supervisor  
Tipton Asset Group Inc

cc: Lakepointe Residences, Tipton Asset Group Inc

enc: (4)



# RealPage Submeter Maintenance Proposal

Monday, February 12, 2024

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## PROPERTY INFORMATION

<b>Property</b>	Lakepointe Residences	<b>Units</b>	221
<b>Portfolio</b>	Tipton Asset Group, Inc	<b>MAP</b>	No
<b>Address</b>	2025 Lakepointe Dr, Lewisville, TX 75057		

To authorize, please sign this RealPage Submeter Maintenance Proposal and send it via email to [submeter@realpage.com](mailto:submeter@realpage.com). Terms and Conditions are included on the last page.

RealPage Submeter completed a quality check on your submetering system and identified some issues that need inspection and/or repair. These units may receive estimated, rather than actual, usage bills until the issues are resolved.

***Please refer to the following pages for a detailed list of issues and service addresses.***

## PROPOSAL SUMMARY

Issue	Materials	Labor	Combined	Quantity	Total
Upgrade Meter	\$16,008.00	\$8,104.92	\$24,112.92	1	\$24,112.92
Upgrade Transmitters	\$16,617.00	\$8,896.78	\$25,513.78	1	\$25,513.78
Subtotal					\$49,626.70
Shipping					\$401.52
Estimated Tax					\$4,087.31
Estimated Total					\$54,115.53

Work Start Date: To Be Determined

Work Stop Date: To Be Determined

***Replace remaining (174) meters with new; replace remaining readers (191) with wireless transmitters.***

Proposal Date	RealPage Submeter Owner	Approval
2/12/2024	Rhiannon Morris	

Email: [submeter@realpage.com](mailto:submeter@realpage.com)

# RealPage Submeter Maintenance Proposal

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## ISSUES

Service Address	Service	Issue Type
Property		Upgrade Property
Property		Upgrade Property

Invoicing will be on a parts & labor basis according to the fee schedule in this 'Not to Exceed' proposal. Minimum billing amount for a site visit is \$750.00 plus tax. RealPage Submeter warrants repairs for one (1) year. This includes any labor performed & all equipment that is repaired/replaced at time of service.

The *Do Not Exceed* proposal is based on properties in normal condition. Circumstances that would require significant extra labor — such as corroded piping, brittle piping, buried meters, equipment in tight crawl spaces, equipment behind dry wall, etc. — can result in a need to re-price the service. RealPage Submeter commits to communicate any non-normal conditions as soon as possible after identification.

RealPage Submeter will contact you to schedule a date and time for a Field Technician to repair these issues. Prior to the visit, RealPage Submeter will provide you with a list of units to be serviced. The property will be responsible for notifying residents/tenants and having keys ready. A Post-Visit Report documenting the repairs will be sent after completion of the service. If access is not granted to any designated units during the scheduled visit, a return visit may be required and will be subject to the Surcharge/Travel Fee of \$750.00 for all visits.

# RealPage Submeter Maintenance Proposal

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## DEFINITIONS

### Meter Non-Incrementing

- **Definition:**  
The transmitter has sent data, but there has been zero meter usage reported for the past 30 days or more. The zero usage may be valid (unit is not occupied, residents were traveling, or the utility is only used during part of the year) or it may be a hardware problem (examples include a faulty meter or the connection to the transmitter is not correct).
- **Normal Solution(s):**  
The most common resolutions are to replace the meter or the probe (connection between transmitter and meter) or to reconnect the wires.

### Transmitter Inactive or No Current Reads

- **Definition:**  
A transmitter is not reporting data reliably, and is unlikely to be usable for billing until addressed. Conditions that may cause an inactive flag include a failed battery, a faulty transmitter, and/or reception problems.
- **Normal Solution(s):**  
While other scenarios are possible, it is often necessary to replace the battery (if possible) or the entire transmitter.

### High Usage

- **Definition:**  
High Usage concerns are issues reported by the property staff or identified from billing reports. It is recommended that the property staff reviews the unit's occupancy and plumbing fixtures prior to requesting inspection for these issues. The RealPage technician will inspect the meter and transmitter to validate proper function, and replace faulty components if approved & indicated to be necessary.
- **Normal Solution(s):**  
It may be necessary to replace a transmitter or the meter, but inspections for usage concerns frequently indicate proper function of the submetering equipment. The technician will review the equipment for proper function and replace components if necessary.

### Low Usage

- **Definition:**  
Low Usage concerns are issues reported by the property staff or identified from billing reports. It is recommended that the property staff reviews the unit's occupancy and plumbing fixtures prior to requesting inspection for these issues. The RealPage technician will inspect the meter and transmitter to validate proper function, and replace faulty components if approved & indicated to be necessary.
- **Normal Solution(s):**  
It may be necessary to replace a transmitter or the meter, but inspections for usage concerns frequently indicate proper function of the submetering equipment. The technician will review the equipment for proper function and replace components if necessary.

# RealPage Submeter Maintenance Proposal

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## TERMS AND CONDITIONS

### Terms of Sale

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These terms of sale ("Agreement") shall govern the sale of the meters purchased herein and any maintenance services for the meters to be provided by RealPage Utility Management, Inc. ("Company"). A purchaser, contractor, subcontractor, owner, manager, agent for such, or their successors or assigns (collectively, the "Purchaser") shall be bound by this Agreement.

### Limitation of Liability

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COMPANY SHALL HAVE NO LIABILITY TO THE PURCHASER OF THE METERS OR MAINTENANCE SERVICES PROVIDED BY COMPANY FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING CONTRACT, TORT OR OTHERWISE, EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY UNDER THIS PURCHASE ORDER EXCEED THE AMOUNT ACTUALLY RECEIVED BY COMPANY PURSUANT TO THIS PURCHASE ORDER.

### Company Warranties

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COMPANY PROVIDES NO WRITTEN OR ORAL WARRANTIES WHATSOEVER. COMPANY MAKES NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PURCHASED SERVICES OR METERS. COMPANY HEREBY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE METERS OR ANY MAINTENANCE SERVICES TO BE PROVIDED BY COMPANY.

### Construction

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The parties agree that this Agreement was fully negotiated by and between the parties and, therefore, no part of this Agreement shall be interpreted against the party that drafted it.

### Confidentiality

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Confidentiality: Each of the parties agree to keep the terms of this Agreement confidential and shall not disclose such terms to any other party except on a need-to-know basis in order to carry out the terms of this Agreement as may be required by law, or upon the express written consent of the other party.

### Entire Agreement

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This Agreement comprises the entire agreement between the parties regarding the subject matter hereof. All prior written and or oral agreements, including any proposals not set forth herein are hereby merged into this Agreement. This Agreement shall not be modified, amended or changed except by written instrument signed by authorized representatives of both parties and designated as an amendment.

Purchaser agrees this Agreement shall be governed, construed and enforced in accordance with the laws of the state of Texas (without regard to the principles of conflicts of law). Any action or proceeding concerning, related to, regarding, or commenced in connection with the Agreement must be brought in a state or federal court located in Dallas County, Texas, and the parties hereby irrevocably submit to the personal jurisdiction of such courts and waive any objection they may now or hereafter have as to the venue of any such action or proceeding brought in any such court, or that any such court is an inconvenient forum.