

**ORDER REVISING AND RE-ESTABLISHING WATER CHARGES AND TAP FEES,
AND ADOPTING GENERAL POLICIES WITH RESPECT TO THE DISTRICT'S
WATER AND DRAINAGE SYSTEMS**

November 1, 2018

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, pursuant to §51.303, *Texas Water Code*, the Board of Directors (the "Board") of Travis County Water Control and Improvement District No. 20 (the "District") is authorized to adopt and enforce all necessary rates, charges, fees and deposits for providing District facilities or services;

IT IS, THEREFORE, ORDERED BY THE BOARD of the District as follows:

I. GENERAL POLICIES.

A. Definitions. For purposes of this Order Revising and Re-Establishing Water Charges and Tap Fees, and Adopting General Policies with Respect to the District's Water and Drainage Systems ("Rate Order"), the following terms shall have the meanings indicated:

(1) "Commission" means the Texas Commission on Environmental Quality or its successor agency.

(2) "Connection" means each residential unit occupied by a separate family, including separate apartments located within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.

(3) "District's representative" means the general manager of the District or another representative or employee of the District acting pursuant to the direction of the general manager or the Board of Directors of the District.

(4) "Living Unit Equivalent" ("LUE") means a dwelling unit or, in the case of a commercial customer, its equivalent pursuant to the following schedule:

<u>Meter Size</u>	<u>Living Unit Equivalent</u>
5/8"	1
3/4"	1.5
1"	2.5
1-1/2"	5
2"	8
3"	15

(5) "LCRA Curtailment Plan Rates" means those special rates charged to District customers in the event the Lower Colorado River Authority implements its mandatory 20% curtailment plan for its wholesale water customers which includes the District.

(6) "Rules" means such rules and regulations as the District may adopt pursuant to §51.127, *Texas Water Code*, including the District's Rules Governing Water Services as amended from time to time.

(7) “Systems” means the District’s water and drainage systems.

B. All Services Charged. At no time shall the District render water services without charge to any person, corporation, organization, or entity. Any water service provided by the District, whether residential, commercial, or fire demand, will be metered in a manner, and with metering device(s), deemed acceptable by the District.

C. Other Utilities. Prior to installing underground cables in the area of District, water supply representatives of utility companies shall meet with the District’s representative to file such companies’ construction plans and schedules and to review the engineering plans illustrating the location of the District’s lines.

II. SERVICE COMMITMENTS AND CONSTRUCTION PLAN REVIEW.

A. Utility Service Commitment Approval.

(1) Applications to the District requesting a water commitment for land, other than platted single family lots located within the boundaries of the District and desiring one LUE of water service, must be submitted to the District engineer in the form of a brief engineering report. This report must include a location map, a description of the proposed development, a schematic indicating the locations of utility service connecting to the District’s facilities, and an estimate, supported by calculations, of the average day and peak hour water demands and fire flow demand.

(2) Before a service commitment application will be reviewed, the applicant must post a fee of \$1,500 with the District’s manager in the form of a check made payable to the District to cover any expenses of the review. Consultants reviewing the application will invoice the District strictly on a time, materials, and expense basis. In the event the review becomes excessive, for whatever reason, the applicant may be required to post additional fees in \$500 increments. Once the application and request is completed, processed, and action is taken by the Board, the applicant may petition the District manager for any unused fees.

(3) In the event that utility service commitments have previously been assessed for a proposed development or it is anticipated that the effort to review the request will be minimal, the District’s consultants charged with reviewing the application can require a reduced original application fee. However, the applicant is required to reimburse the District for all fees associated with the District’s consultants revisions and modifications to the application. No service commitment letter will be issued until all fees are paid.

(4) In the event an allocation for additional LUEs or service outside the boundaries of the District is approved, the applicant for service will have two years from the date of such approval by the Board of Directors to purchase a water tap or taps by paying all applicable fees and to make connection to the Water System. Any allocation of LUEs made prior to July 25, 2002, will be valid for a period of two years from that date. In the event an applicant fails to purchase taps for the allocated LUEs and connect to the District’s Water System within such time limits, the allocation of LUEs shall expire. The District shall have no obligation to renew or extend such allocation.

B. Plan Review.

(1) All plans and specifications for proposed development within the District must be submitted to the District engineer for review. Plans and specifications must comply with all the rules and policies of the District as well as all rules and policies of other authorities

having jurisdiction over development with the District. All reports in support of special requirements of the Commission, Travis County, and any other applicable regulatory agencies, must also be submitted to the District engineer for review.

(2) Before any plans or specifications will be reviewed, the applicant must post a fee of \$2,500 with the District manager in the form of a check made payable to the District to cover any expenses of the review. Consultants reviewing the application will invoice the District strictly on a time, materials, and expense basis. In the event the review becomes excessive, for whatever reason, the applicant may be required to post additional fees in \$500 increments. Once the application and request is completely processed and all comments on the plans have been addressed by the developer, the applicant may petition the District manager for any unused fees.

(3) In the event the utility service commitments have previously been assessed for a proposed development or it is anticipated that the effort to review the request will be minimal, the District's consultants charged with reviewing the application can require a reduced original application fee. However, the applicant is required to reimburse the District for all fees associated with the District's consultants revisions and modifications to the application. No service commitment letter will be issued until all fees are paid.

C. District Inspection and Administration.

(1) Before construction is initiated, the applicant must post a fee of \$1,500 with the District manager in the form of a check made payable to the District to cover any expenses of District inspection and administration. The District's inspection and administration services are limited to ensuring compliance with State statutes and rules of the Commission. These inspection services will not substitute for daily routine inspection for compliance with the plans and specifications and will not culminate with an engineer's sealed letter of concurrence. The District's inspection and administration is solely for the purpose of processing pay estimates, change orders, etc., with the District's Board of Directors.

(2) The District's consultants providing the inspection and administration services will invoice the District strictly on a time, materials, and expense basis. In the event the inspection and administration services become excessive, for whatever reason, the applicant may be required to post additional fees in \$500 increments. Once the application and request is completely processed and action is taken by the Board to accept the project, the applicant may petition the District manager for any unused fees.

D. Annexation Requests. Any party desiring to be annexed into the boundaries of the District shall file a petition for annexation with the District's representative. The approval for annexation shall be at the sole discretion of the Board and must be approved by the City of Austin. The Board shall consider the effect of the annexation upon the District and the fair allocation of costs to serve the property to be annexed, giving regard to the amount of taxes and standby fees that would have been paid by the property owner had the property been in the District from the District's inception.

The Board may require the applicant to post with the District's representative funds to pay for the costs associated with necessary review of the petition and associated information by the District engineer and attorney.

III. CONNECTIONS TO THE DISTRICT'S SYSTEMS.

A. Applications for Connections.

(1) Any party desiring to make a connection to the District's Systems shall first make an application to the District's representative in the form approved by the Board of Directors of the District. The applicant shall, upon request furnish the District's representative with evidence that the party who will actually install the tap and connecting line has comprehensive general liability insurance in the minimum amounts of \$300,000 bodily injury and \$50,000 property damage, with an underground rider and a completed operations rider.

(2) The District's representative shall review all applications for connections to the District's Systems. If the District's representative finds that the materials to be used and the procedures and methods to be followed in laying the line and making the connection are equal to or better and the water standard service details promulgated by the City of Austin Water Utility, as amended from time to time, and are in compliance with all terms and conditions of the Rules, the District's representative may approve the application and the proposed connection, subject to such terms or conditions as the District's representative deems necessary or convenient to accomplish the purposes and objectives of the Rules.

B. Payment of Fees. Any party desiring to make a connection to the District's water system shall pay the appropriate water tap fee to the District's representative at the time the application for such connection is made. The size of meter will be determined in accordance with the Uniform Plumbing Code. No connection will be made until such fees are paid.

C. Tap and Inspection Fees.

(1) The District's water tap fees for meter sizes up to and including a 3-inch meter shall be \$1,500 per LUE or the District's actual cost of the meter and installation, whichever is greater. The tap fee for meters larger than 3 inches (any type or combination) shall be \$22,500 or three times the District's actual cost of the meter and installation, whichever is greater. At the time a tap application is made for a meter, the District's representative shall provide to the applicant an estimate of the cost of the meter and installation required for payment. Upon installation of the meter, the District's representative shall provide to the applicant a reconciliation showing the actual installed cost compared to the estimate provided, together with a statement reflecting any additional required payment or partial refund. The District's representative will issue and install, with any meter, the accompanying piping and backflow prevention device."

(2) If more than one inspection is required before a tap is approved by the District, the fee for each additional inspection of the tap shall be \$75.

(3) The District's review and initial inspection of the erosion control plan set forth in its Rules shall be included within the tap fee under Section C(1). If the erosion control plan implementation does not pass inspection, the property owner will be charged a \$100 reinspection fee for each reinspection. If erosion controls are implemented and later are destroyed, removed or fail, the property owner will be required to re-establish such erosion controls. If a property owner, after being given notice by the District, fails to re-establish the erosion controls, the District will assess a civil penalty of \$100. Permanent water service to a lot will not be provided by the District until all outstanding fees and civil penalties have been paid.

Plumbing inspections of new residential and commercial construction will be conducted by the District in accordance with the Plumbing License Law, Chapter 1301, *Texas Occupations Code*. An inspection will be conducted at the time the service line is constructed, at the time of plumbing rough-in, for copper, at top-out, and upon completion of construction. The fee for these inspections, which will be performed by an independent plumbing inspector retained by the District, will be as follows:

Each Dwelling Unit:	\$300
Other:	To be determined by the District's representative based upon the size and scope of the project.

In addition, an inspection will be performed on all new irrigation system plumbing installations at a cost of \$50 per inspection. The applicable inspection fees will be conducted at the time of purchase of the water and wastewater tap for the new construction. If an inspection is failed, a fee of \$50 will be assessed for any re-inspection required. If the property is not accessible for inspection at the time an inspection is scheduled, the inspection will be deemed to have been failed and a re-inspection fee will be assessed.

D. Water Well. An inspection will be performed on any water well installation at a cost of \$50 per inspection. The applicable inspection fees will be collected at the time of payment of the water and wastewater tap for any new building construction and at the time of installation of any new irrigation system improvements or well. If an inspection is failed, a fee of \$50 will be assessed for each re-inspection that is required. If the property is not accessible for inspection at the time an inspection is scheduled, the inspection will be deemed to have been failed and a re-inspection fee will be assessed.

E. Cross Connection Inspection. If a customer makes additions or improvements to the existing plumbing system, such as the addition of an irrigation system or swimming pool, the customer shall pay a \$50 inspection fee, which will be added to the customer's next monthly billing charge. If the District's Representative has elected, pursuant to the District's Rules, to conduct inspections of plumbing for new construction, the customer must pay a fee of \$50 per inspection.

F. Additional Charges. Any non-routine charges incurred by the District in connection with any water tap and/or inspecting will be the responsibility of the applicant for such connection and will be payable to the District upon demand.

IV. FEE SCHEDULE

A. Application Fee for Initiation of Service. The application fee for any party desiring to receive service from the District's Systems is **\$35.00**.

B. Identity Theft Prevention Program Fees. Applicants for service and customers are subject to the following fees in connection with the implementation and administration of the District's identity theft prevention program and federal "red flags" rules:

(1) Level 2 Review: **\$1.50** (follow-up with applicant regarding unreturned service agreement);

(2) Level 3 Review: **\$2.00** (existing customer unable to present correct password or answer challenge questions to verify identity);

(3) Level 4 Review: **\$25.00** (existing customer fails Level 3 review and additional resources are utilized to verify customer information and establish identity); and

(4) Level 5 Review: **\$50.00** (existing customer fails Level 4 review and supervisor review required to verify customer information and establish identity).

V. WATER SERVICE.

A. Applications for Service. Any party desiring to receive service from the District's water systems shall make an application for such service to the District's representative in the form approved by the Board of Directors.

B. Security Deposit.

(1) In-District. If a customer within the boundaries of the District fails to pay three out of six consecutive monthly billing statements from the District on or before the due date set forth on the bill or is disconnected, the District will require a **\$500** security deposit. The security deposit will be added to the customer's next month's utility bill and must be paid on or before the due date set forth on the bill. If the late payments being considered are only a few days late, the District's representative has authority to waive the security deposit for a customer who has owned his or her residence or had a commercial establishment within the District for three or more years and has made timely payments each month. Following 12 consecutive months of timely payments, a customer will, upon written request to the District's representative, be entitled to a refund of any applicable security deposit. In no event will any security deposit bear interest for the benefit of the customer.

(2) Out-of-District. A customer outside the boundaries of the District is required to pay a security deposit of \$250 per LUE prior to the District's providing service to that customer. Upon discontinuation of service, the security deposit will be applied against any amounts due to the District, including any disconnection fees or other charges. Any portion of the deposit remaining after deduction of amounts due to the District will be refunded to the customer. In no event will any security deposit bear interest for the benefit of the customer.

C. Water Rates.

(1) In-District. The following rates and charges for the sale of water will be in effect for residential customers, including multi-family and apartment, and commercial customers, within the District, from the effective date of this Rate Order:

Monthly Water Rates Per Living Unit Equivalent.

Usage Charge per Living Unit Equivalent (includes 8,000 gallons)	\$26.00
<u>Gallonage Charge</u>	<u>Per 1,000 gallons</u>
8,001 – 20,000	\$2.00
20,001 – 35,000	\$2.50
35,001 – 50,000	\$4.25
50,001 and above	\$6.00

(2) Out-of-District. The following rates and charges for the sale of water will be in effect for residential customers, including multi-family and apartment, and commercial customers, outside of the boundaries of the District, from the effective date of this Rate Order:

Monthly Water Rates Per Living Unit Equivalent.

Usage Charge per Living Unit Equivalent (includes 8,000 gallons)	\$150.00
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<u>Gallage Charge</u>	<u>Per 1,000 gallons</u>
8,001 – 20,000	\$3.00
20,001 – 35,000	\$3.75
35,001 – 50,000	\$6.37
50,001 and above	\$9.00

(3) Fire Hydrant Meter Fees. Application for sale of water on a temporary basis from fire hydrants within the District should be made to the District's representative. The fee for each fire hydrant meter is \$97.50 for the first 30,000 gallons per month or any part of a month plus the gallonage charge set forth for usage above 30,000 gallons. A security deposit in the amount of \$1,500.00 shall be paid to the District's representative at the time application is paid for a fire hydrant meter. Such security deposit will be refunded to the applicant at the time the meter is returned in good working order less any amounts due for damage to the meter. Temporary connections to the District's water system will not be permitted for service to lots. During the time mandatory LCRA curtailment is in effect, the general manager may deny the use of water from the District fire hydrants for non-emergency use.

(4) The District will charge each customer any regulatory assessment required by the Commission.

(5) A customer may elect to have his bill paid by bank draft when the District's representative has installed computer software to initiate such a program on behalf of the District. The District's representative will provide necessary applications for the customer's authorization to pay his bill by bank draft. At any time should the customer's bank refuse payment, the customer will be notified in writing to make payment directly to the District.

D. Water Leaks; Duty to Repair; Adjustment Policy.

(1) A customer's failure to repair a controllable leak within a reasonable period of time after notice from the District's operator to repair the leak will constitute a violation of the District's Rules. The time extended for any repair will not be less than five nor more than 30 days and will be determined by the District's operator based, among other things, on the type of leak and the applicability of any water use restrictions or curtailment.

(2) A customer who has experienced a water leak and who has repaired the leak within a reasonable period of time may request a billing adjustment by submitting a written request, detailing the circumstances of the leak, to the District's operator. All requests must be accompanied by information, including invoices, confirming the existence of the leak and its timely repair. Upon receipt of a complete request, the District's operator will determine the customer's average historical water usage for the 12 months preceding the month in which the District was notified, and may, provided that the customer has promptly repaired the leak,

adjust the customer's water bill by reducing the charges for any water usage over the customer's average historical usage to the District's cost of water. The customer's average historical usage will be billed at the District's established rates under this Order. No adjustments will be granted if a customer has not acted diligently to identify and repair a leak, and no adjustment will be granted for a period longer than 60 days after the date of the customer's first utility bill that reflected abnormally high usage. Any leak adjustment that exceeds \$500 must be approved by the District's Board. No customer may receive more than one leak adjustment during any 12-month period.

VI. EMERGENCY INTERCONNECT WATER SERVICE.

(1) Any party obtaining water through the District's emergency interconnections shall pay the following rate:

Gallonge Charge: \$2.00 per 1,000 gallons

VII. DROUGHT CONTINGENCY AND WATER EMERGENCY PLAN.

The terms and provisions of the District's Drought Contingency and Water Emergency Plan (as amended from time to time, the "Drought Contingency and Water Emergency Plan") are incorporated into this Rate Order. The District may add the amount of any fines, penalties, or costs imposed under the Drought Contingency and Water Emergency Plan to the Customer's utility bill, or the District may deduct the amount of any fines, penalties, or costs imposed as a result of a violation of the Drought Contingency and Water Emergency Plan from a Customer's security deposit or any other amounts held by the District and may further require that the Customer replenish the deposit by an equivalent amount.

VIII. DELINQUENT ACCOUNTS.

A. Billing and Due Dates. The District will bill each customer monthly for all services rendered in the preceding month, in substantial compliance with the procedures established in the City of Austin Utility Service Regulations. Such bills shall include any applicable security deposit required under Article V.B above. If the due date falls on a weekend or holiday, payment shall be due the following business day. All bills will be due when rendered and shall become delinquent if not paid by the date specified in the bill.

B. Late Charges and Termination. A late charge of 10% of the amount of the bill shall be added for each monthly billing date the delinquent amount remains unpaid. If a bill remains delinquent for 15 days, or is paid with a check which is dishonored, water service shall be discontinued in accordance with this paragraph. Prior to termination, the customer shall be notified of the amount due by letter sent by first class mail, postage prepaid, with the words "Notice of Termination" or other similar language displayed on the notice. The notice shall state the date upon which water service shall be terminated, which date shall be not less than 10 days from the date such notice is sent. The notice will advise the customer of the basis for the District's decision to disconnect service and that the customer has the right to request a hearing by contacting the District representative at least 48 hours before the stated date of disconnection. Such notice shall state the time and place at which the account may be paid and that any errors in the bill may be corrected by contacting the District's representative, whose telephone number shall also be given in such notice. Provided, however, that in the event the customer contacts the District's representative within such 10 day period, the District's representative may, at its option, allow the customer to make arrangements to pay the delinquent amount in installments to be approved by the District's representative.

C. Suit for Collection. The District reserves the right to institute suit for the collection of any amounts due and unpaid, together with interest thereon at the maximum legal rate and reasonable attorneys' fees.

D. Dishonored Check Charge. The District further reserves the right to charge a customer paying a bill with a check which is dishonored in the amount of \$30 per dishonored check. Payment by the customer who has presented a dishonored check shall be made by cash, money order or cashier's check. Personal checks will not be accepted.

E. Additional Charges Imposed for Delinquent Accounts. If a customer is given notice that service will be disconnected because of a customer's delinquency in making payment, then, regardless of whether or not service is physically disconnected, the customer must pay all past-due amounts, plus all applicable District fees and any applicable security deposit required, prior to additional service being rendered to the customer by the District. Payment must be made at the office of the District Representative. Service will be resumed on the same day if payment is made prior to 2:00 p.m. If payment is tendered after 2:00 p.m., the customer must pay an after-hours fee of \$100 in order to obtain same-day service.

IX. DISCONTINUATION OF SERVICE.

A. Breach of Contract for Service. The failure of an owner or occupant of property receiving water and/or wastewater service from the District to comply with any of the provisions of this Section, or to pay when due all fees, deposits and other charges owed to the District under this Section, all taxes due the District for more than six months, or any other charges owed to the District, will constitute a breach of the District's contract for service, and the District may, after notice and an opportunity for hearing, disconnect all District service to the property (hereafter referred to as the "*delinquent property*"). Upon request, the District's representative shall schedule an informal hearing with a customer and his or her representative prior to disconnection of service. The presiding officer at the informal hearing will be an individual who did not participate in the initial decision to pursue disconnection of the customer's service. The customer may question the District's billing representative at the informal hearing on the basis for the decision to terminate service and present testimony or evidence. The presiding officer will render a decision on the matter and state the reasons for the decision and the grounds upon which the decision is based. The customer may appeal the decision of the presiding officer to the Board within 10 days of the date of notice of the decision. Upon the posting of a bond by the customer in an amount sufficient to cover the cost determined by the presiding officer to be due, the District will not proceed with termination of the customer's service until a final decision is made by the Board.

B. Reconnection. If service to a property is terminated by the District for cause, a reconnection fee will be charged as set forth in Section IX.C of this Rate Order before service is reconnected to the property. Reconnection or restoration of service may be performed only by the District's representative. If the service is reconnected or restored by someone other than the District's representative before all charges related to the termination of services are paid or arrangements for the payment thereof satisfactory to the District's representative have been made, the District may physically sever the service connection, including removal of the water meter at the delinquent property.

C. Charges for Reconnection. If service is discontinued, whether because of customer's delinquency or upon a customer's request, the District will charge the following charge per connection before reconnecting such customers:

Water System

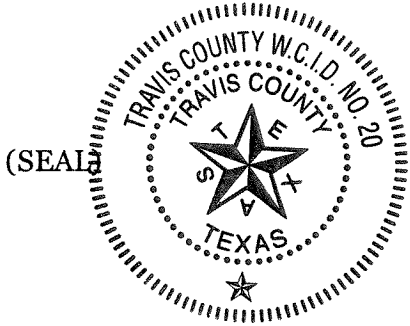
- i. when meter removed \$200
- ii. when meter not removed \$100

D. Out-of-District Service Discontinuance. If at any time the District determines that service to a customer outside the boundaries of the District is detrimental to the best interests of the District or its residents, the District may discontinue that service with 30 days' notice to the out-of-District customer.

X. The Secretary of the Board is hereby directed to file a copy of this Rate Order in the principal office of the District.

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PASSED AND APPROVED this 1st day of November, 2018.




**TRAVIS COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT
NO. 20**



Bob Blevins, President
Board of Directors

ATTEST:



Terry A. Barnes, Secretary
Board of Directors