

NOTICE OF MEETING  
TAKE NOTICE THAT A MEETING OF  
the Board of Directors of  
SENNA HILLS MUNICIPAL UTILITY DISTRICT  
Will be held at the offices of Willatt & Flickinger, PLLC,  
12912 Hill Country Blvd., Suite F-232, Austin, Texas 78738 (**SEE NOTES BELOW**)  
commencing at 7:10 a.m. on July 31, 2020 to consider and act upon the following:

**PLEASE NOTE: THIS MEETING WILL BE HELD BY REMOTE ACCESS ONLY** IN ACCORDANCE WITH THE MARCH 16, 2020 ORDER BY GOVERNOR ABBOTT TEMPORARILY SUSPENDING CERTAIN REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT TO ADVANCE THE GOAL OF LIMITING FACE-TO-FACE MEETINGS TO SLOW THE SPREAD OF COVID-19. NO PERSONS WILL BE AT THE MEETING LOCATION AND NO EQUIPMENT WILL BE AT THE MEETING LOCATION FOR ACCESS TO THE MEETING. HOWEVER, MEMBERS OF THE PUBLIC MAY ACCESS THIS MEETING BY TELEPHONE AND PARTICIPATE IN THE MEETING BY CALLING ONE OF THE FOLLOWING TOLL-FREE NUMBERS: (877) 853-5247 OR (888) 788-0099 AND ENTERING THE FOLLOWING INFORMATION: MEETING ID: 886 9243 3586 AND PASSWORD: 178922.

PLEASE SEE THE DISTRICT'S WEBSITE AT [WWW.SENNAHILLSMUD.ORG](http://WWW.SENNAHILLSMUD.ORG) FOR THE MEETING PACKET.

AGENDA

1. Call to Order.
2. Roll Call of Directors.
3. Public Comments.

This is an opportunity for members of the public to address the Board of Directors concerning any issue that is not on the agenda. The response of the Board to any comment under this heading is limited to making a statement of specific factual information in response to the inquiry, or, reciting existing policy in response to the inquiry. Any deliberation of the issues is limited to a proposal to place it on the agenda for a later meeting. Each speaker shall be limited to 3 minutes, unless more than 10 members of the public wish to speak during this meeting. In such case, speakers offering public comment shall be limited to 1 minute each.

Note: Members of the public wishing to address the Board of Directors on specific agenda items will be required to indicate the agenda items on which they wish to speak. They will be given an opportunity to speak when the item is called and prior to consideration by the Board. Such comments shall be limited to 3 minutes per speaker for each agenda item. If more than 10 members of the public wish to speak, all speakers shall be limited to 1 minute each per item per person.

4. Minutes of prior meetings.
5. Temporary Moratorium on disconnection of water service for non-payment during COVID-19 virus crisis.
6. Payment plans for District customers during COVID-19 virus crisis.
7. Report from Mr. Rip Miller on progress of approvals for and development of the 11.73-acre tract owned by Senna Hills, Ltd.
8. Refunding bond issue which closed on July 16, 2020.

9. All matters related to West Travis County Public Utility Agency.
10. Engineer's Report on some or all of the agenda items.
  - A. Proposal for Taylor Lake Liner Replacement Project Design
11. Construction projects within the District, including advertisement for bids and approval, award, recommendation, administration of construction contracts, change orders and pay estimates.
12. MS4 Permit; maintenance of drainage easements and ponds.
13. Bookkeeper's report, including authorization of payment of bills; builder deposits.
14. District Manager's Report on operations.
  - a. Customer Requests
  - b. Landscape Maintenance Contracts; Additional landscaping services
  - c. Inspections of HOA effluent irrigation system
  - d. Drum screens; waste disposal process
  - e. Replacement of control components at Lift Station # 1
  - f. Purchase of a flow meter for the sludge box at the WWTP
15. Resolution Adopting Board Policy on Maintenance of Greenbelt Areas Owned by Senna Hills Municipal Utility District.
16. Purchase of Electronic Meters.
17. Billing Adjustments.
18. Taylor Lake Effluent Pond, the District's effluent disposal system; HOA's effluent irrigation system; Effluent Disposal Contract between the District and HOA.
19. Dates for future board meetings.

AGENDA ITEMS RELATED TO ELECTIONS

20. Directors Election.
  - a. Order Calling Directors Election
  - b. Election Agreement with Travis County
  - c. Resolution Concerning Adoption of New Equipment

PUNTOS DEL ORDEN DEL DÍA RELATIVOS A ELECCIONES

20. Elección de Directores.

- a. Orden Para Convocar Una Elección de Directores
- b. Convenio Electoral con el Condado de Travis
- c. Resolución Relativa a la Adopción de Nuevos Equipos


21. Inframark Contract.

22. Administration of Contract by and among the District, Senna Hills Homeowners Association, Inc.; Senna Hills, Ltd. and The Senna Hills Trust; Additional Amendment to Contract; Storage of SHL materials on property near sheds; possible damage to District's irrigation system; damage to HOA effluent irrigation system by SHL contractors; Replacement of electrical submeter to SHL buildings and reimbursement by SHL for electricity expenses.

23. Adjourn.

**The Board may go into closed session at any time when permitted by Chapter 551, Government Code. Before going into closed session a quorum of the Board must be assembled in the meeting room, the meeting must be convened as an open meeting pursuant to proper notice, and the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551, Government Code, authorizing the closed session.**

(SEAL)

  
\_\_\_\_\_  
Attorney for the District

MINUTES OF MEETING  
OF  
SENNA HILLS MUNICIPAL UTILITY DISTRICT

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

A meeting of the Board of Directors of Senna Hills MUD was held at 7:10 a.m. on June 26, 2020 by remote access only in accordance with the March 16, 2020 Order by Governor Abbott temporarily suspending certain requirements of the Texas Open Meetings Act to advance the goal of limiting face-to-face meetings to slow the spread of COVID-19. The meeting was open to the public and notice was given as required by the Texas Open Meetings Act and as modified by the Governor's Order.

1. CALL TO ORDER

The meeting was called to order.

2. ROLL CALL OF DIRECTORS

The Directors present were:

Chet A. Palesko - President  
David I. Perl – Vice President  
Lisa S. McKenzie – Secretary  
Joe Szoo – Assistant Secretary  
Corey Newhouse – Assistant Secretary

thus constituting a quorum. All Directors were present.

Also present at the meeting were Bill Flickinger, Matt McPhail and Jeniffer Concienne of Willatt & Flickinger, PLLC, Robert Ferguson of Murfee Engineering, Jesse Kennis, Kristi Hester and Makenzi Scales of Inframark, Allen Douthitt of Bott & Douthitt, Doug Whitt of SAMCO and Jerry Kyle of Orrick Herrington and Sutcliffe, LLP.

3. CITIZEN COMMENTS

No citizens were present.

4. MINUTES OF PRIOR MEETINGS

President Chet Palesko entertained a motion for approval of the Minutes. Motion was made by David I. Perl and seconded by Lisa McKenzie to approve the Minutes of the May 29, 2020 meeting as presented. The motion carried unanimously.

5. TEMPORARY MORATORIUM ON DISCONNECTION OF WATER SERVICE FOR NON-PAYMENT DURING COVID-19 VIRUS CRISIS

President Chet Palesko reminded the Board that they are considering the moratorium on a month to month basis. Manager Jesse Kennis reported that two accounts were delinquent. Inframark can reach out to the owners directly to see if they would like to get set up on a payment plan. One account is past due by \$1,900. Lisa McKenzie stated it is possible that owner has an irrigation leak. David I. Perl asked Inframark to make contact with the owner. After discussion, President Palesko entertained a motion. Motion was made by Lisa McKenzie and seconded by Corey Newhouse to continue the temporary moratorium on disconnection of water service for non-payment until the next regular Board meeting. The motion carried unanimously.

6. PAYMENT PLANS FOR DISTRICT CUSTOMERS DURING COVID-19 VIRUS CRISIS

Manager Jesse Kennis advised that he has not received any requests for payment plans.

7. REPORT FROM MR. RIP MILLER ON PROGRESS OF APPROVALS FOR AND DEVELOPMENT OF THE 11.73-ACRE TRACT OWNED BY SENNA HILLS, LTD.

This item will be discussed below under Item No. 22.

8. STATUS OF REFUNDING BOND ISSUE

Financial Advisor Doug Whitt addressed the Board on the status of the refunding bond results from the 2010 Series. Final savings to the District will be \$262,362. The bond closing is scheduled for July 16<sup>th</sup>. Mr. Whitt discussed the pre-closing telephone conference to be held next week on July 7<sup>th</sup> with President Chet Palesko and the consultants. President Palesko asked when the District could do the next refunding issue. The next callable series would occur in 2024.

Bond Attorney Jerry Kyle discussed the processes of filing with the Attorney General and then the closing. Corey Newhouse asked if there is a chance the deal would not close. Both Mr. Whitt and Mr. Kyle advised it is very unlikely that would happen and actually neither of them has seen that happen before.

9. LETTER OF REPRESENTATION PERTAINING TO THE UPCOMING SERIES 2020 REFUNDING BONDS

Attorney Bill Flickinger advised that the District's auditor has asked that a representation letter pertaining to the current refunding bonds be executed by the Board. The auditor stated that a new standard was issued a couple of years back (Statement on Auditing Standards No. 133) that requires a representation letter be signed when the audit report is included in and disseminated with an exempt offering document – in this case with the Series 2020 Refunding Preliminary

Official Statements. The standard makes sure that the audited financials included in the offering document are not misleading to the readers or purchasers of the bonds. After discussion, President Chet Palesko entertained a motion. Motion was made by David I. Perl and seconded by Corey Newhouse to authorize the Board President to execute the representation letter as presented. The motion carried unanimously.

10. MATTERS RELATED TO WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

This item was not discussed.

11. ENGINEER'S REPORT ON SOME OR ALL OF THE AGENDA ITEMS

Engineer Robert Ferguson discussed his report as included in the agenda package.

In regard to the irrigation control wiring, Inframark advised that the project is close to wrapping up. A walk-through and test of the system will be conducted sometime soon. Mr. Ferguson reported that once that is done, the intent in combining the mapping of the irrigation fields is to have the irrigation repairs flagged in the field where the valves, controllers, and heads are located. The surveyor crew can then pin the locations of the all the flags, and will be the first step of mapping the irrigation fields. Mr. Ferguson believes that is the most efficient way to get that information.

Mr. Ferguson will submit the pond liner replacement proposal at the next meeting for review. President Chet Palesko confirmed the proposal will be for the entire replacement, not repairs. Mr. Ferguson stated that the proposal will include replacement and some groundwork under the liner.

The GIS link at the City of Austin is sending notifications every few days. Mr. Ferguson confirmed that no permits relating to SHL have been filed yet.

12. CONSTRUCTION PROJECTS WITHIN THE DISTRICT, INCLUDING ADVERTISEMENT FOR BIDS AND APPROVAL, AWARD, RECOMMENDATION, ADMINISTRATION OF CONSTRUCTION CONTRACTS, CHANGE ORDERS AND PAY ESTIMATES

This item was not discussed.

13. MS4 PERMIT; MAINTENANCE OF DRAINAGE EASEMENTS AND PONDS

This item was not discussed.

14. BOOKKEEPER'S REPORT, INCLUDING AUTHORIZATION OF PAYMENT OF BILLS; BUILDER DEPOSITS

Bookkeeper Allen Douthitt discussed the financials with the Board. The District's budget is over plan for the month, but year to date is good to plan. After discussion, motion was made by

President Chet Palesko and seconded by Joe Szoo to approve the invoices, per diems and two fund transfers as presented. The motion carried unanimously.

15. DISTRICT MANAGER'S REPORT ON OPERATIONS

- a. Customer Requests
- b. Landscape Maintenance Contracts; Additional landscaping services
- c. Inspections of HOA effluent irrigation system
- d. Drum screens; waste disposal process
- e. Replacement of control components at Lift Station #1
- f. Board policy on maintenance of greenbelt areas

Manager Jesse Kennis discussed his Executive Summary of the Manager's Report.

The plant is running at 83% capacity. Mr. Kennis stated the increase is due to the stay at home orders and the recent rain event. Mr. Kennis reported that the Pios spray field project is 95% complete. Mr. Kennis will provide the as-builts to Engineer Robert Ferguson so he can begin work on the mapping of the irrigation fields.

Mr. Kennis reported on the District's water loss issue. After further review it was discovered that a former employee entered incorrect meter reads that resulted in two months' of erroneous water accountability calculations. President Chet Palesko expressed his concern as to how that could happen. Mr. Kennis advised that the master meters were read incorrectly, and stated that the process of weekly review of the master meter reads was re-emphasized to his staff. However, during the water loss investigation, SAMCO found several leaks, which have since been repaired. President Palesko advised to do nothing further on the leak detection.

Mr. Kennis reported that the pump controls for Lift Station #1 are on backorder. He is also still working on the TML claim due to the lighting strike at Lift Station #3.

Mr. Kennis discussed the purchase of the auto dialers at the wastewater treatment plant, Lift Station #1 and the Lemon Mint Lift Station. After discussion, President Palesko entertained a motion. Motion was made by Lisa McKenzie and seconded by David I. Perl to authorize Inframark to purchase and install the auto dialers at the three locations as discussed at a cost of \$11,000. The motion carried unanimously.

There was discussion of the electric sub-meter at Rip Miller's garages not working. Engineer Robert Ferguson will contact an electrician to see what it takes to set another sub-meter. Attorney Bill Flickinger will inform Kemp Gorthey that the sub-meter needs to be fixed.

Lisa McKenzie and Corey Newhouse discussed maintenance of the greenbelt areas where owners' property lines back up to MUD-owned areas. It has been a standing Board policy that those areas are not maintained by the District, and that if the homeowner does any work in that area, it is at the homeowner's expense. The owners are permitted to clear 6' from their fence. There was also discussion of pruning oaks trees and that they should not be touched during oak wilt season. There are currently several requests to do work in the greenbelt area. Lisa McKenzie

also discussed an area off of Heliotrope that an owner maintains. President Chet Palesko is ok with the owner providing the maintenance in that area, as it connects to their lot. Attorney Bill Flickinger advised that he would bring a written policy to the next board meeting for consideration. Once the policy is adopted by the Board, it will be provided to Inframark so that they will be able to address the requests and it will not have to come to the Board for consideration of each request. Lisa McKenzie will respond to the owners' requests and advise them they can provide the maintenance at their cost.

16. PURCHASE OF ELECTRONIC METERS

President Chet Palesko asked if the new electronic meters have been received. Manager Kristi Hester stated that they should be received in the next two weeks. Corey Newhouse stated that he will follow-up with Jeff Watson on the delivery.

17. BILLING ADJUSTMENTS

This item was not discussed.

18. TAYLOR LAKE EFFLUENT POND, THE DISTRICT'S EFFLUENT DISPOSAL SYSTEM; EFFLUENT DISPOSAL CONTRACT BETWEEN THE DISTRICT AND HOA

Manager Jesse Kennis stated that he has not received any communication with residents on removing the fountains from the pond. Lisa McKenzie reported that the fountains have been turned off but have not yet been removed. Mr. Kennis will check on that project.

19. DATES FOR FUTURE BOARD MEETINGS

The next several Board meeting dates are as follows: July 31<sup>st</sup>, August 28<sup>th</sup> and September 25<sup>th</sup>.

20. DIRECTORS ELECTION

Attorney Bill Flickinger reported on the upcoming directors' election. No action is needed at this time.

21. INFRAMARK CONTRACT

This item was not discussed.



22. ADMINISTRATION OF CONTRACT BY AND AMONG THE DISTRICT, SENNA HILLS HOMEOWNERS ASSOCIATION, INC., SENNA HILLS, LTD. AND THE SENNA HILLS TRUST; STORAGE OF SHL MATERIALS ON PROPERTY NEAR SHEDS; POSSIBLE DAMAGE TO DISTRICT'S IRRIGATION SYSTEM; DAMAGE TO HOA EFFLUENT IRRIGATION SYSTEM BY SHL CONTRACTORS

There was discussion of the SHL site. The deadline to remove the paint shed is the end of the month. However, Rip Miller would like to keep it until the end of the year. Attorney Bill Flickinger will address this issue in a future contract amendment. There are also new rocks on site in an area where it is believed that the District irrigates. When inspecting Pios' irrigation repairs, Robert Ferguson and Inframark will inspect this area as well.

23. ADJOURN

President Chet Palesko adjourned the meeting.

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Chet A. Palesko, President

ATTEST:

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Lisa S. McKenzie, Secretary

[SEAL]

# MURFEE ENGINEERING COMPANY, INC.

Texas Registered Firm No. F-353  
1101 Capital of Texas Hwy., South  
Building D, Suite 110  
Austin, Texas 78746  
(512) 327-9204

## M E M O R A N D U M

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**DATE:** July 21, 2020

**TO:** Senna Hills MUD Board of Directors

**FROM:** Robert Ferguson, P.E.

**RE:** Report from the Engineer for the Meeting of July 31, 2020

**MEC Project No.:** 11033.65

### Wastewater Treatment Plant and Effluent Irrigation:

Irrigation Control Wiring: We attended a walk thru of the irrigation wiring repairs and noted that the work effort and extent of repairs was large. There were several line and system repairs found to be necessary as zones were energized. We requested that PIOS mark valve and sprinkler head locations with flags and wood stakes so that the survey effort to locate the valve and control box locations may be more efficient. We will make another site visit before scheduling the surveyors.

Mapping of Irrigation Fields: This effort will begin following the surveying work.

Plant Operations: We understand the plant operations are good.

Plant Site Electric Service- Austin Energy and Open Permits: Status is in a holding pattern – will require a formal inquiry to Austin Energy and could involve the help of a local electrical contractor and/or engineer who have worked thru the permitting issues before. We could solicit a proposal or seek assistance on a time and materials basis.

### Water System & Meters:

### Taylor Lake Pond Liner:

We are presenting a proposal for engineering design services for the planning and design of the liner replacement project. The project schedule will be set so that the timing of the liner replacement will occur during the hottest time of the summer during the time that storage volume requirements will be at the lowest level and during maximum irrigation application. The planning will involve InfraMark to include operational requirements as well as other improvements, replacements or additions to augment or improve operations.

**Site Plans and Development Activity:**

We are monitoring the GIS site administered by the City and have received alerts of the filing of permits within the proximity of the west entrance. To date, we have received notifications of permits mostly for electrical and plumbing for residential addresses, none for the office site.

## An Agreement for the Provision of Limited Professional Services

**MURFEE ENGINEERING COMPANY, INC.**  
1101 South Capital of Texas Hwy., Bdg D  
Austin, Texas 78746

**Client: Senna Hills MUD of Travis County**  
c/o Willatt & Flickinger, Attorneys  
12912 Hill Country Blvd, Ste F-232  
Bee Cave, TX 78738

**TBPE Firm F353**  
512/327-9204

**Date:** July 21, 2020

**Project No.:** 11033.

**Project Name/Location:** Effluent Storage Pond Liner Replacement Project

Scope/Intent and Extent of Services:

Prepare specifications and bidding documents for the replacement of the existing liner at the effluent storage pond. Identify necessary appurtenances and ancillary equipment and items needing replacement incorporating operational elements to improve and enhance the monitoring and upkeep of the pond;

Provide contract and construction administration services during construction. Provide necessary onsite observation of liner installation, documenting and compiling the testing procedures and test results.

**Fee Arrangement:** Time and materials based on the attached Hourly Rate Schedule. MEC will invoice for this task separately.

Estimated project costs - \$115,000

**Retainer Amount:** None

**Special Conditions:** None

**Terms and Conditions are attached as a part of this Agreement.**

Offered by:

Accepted by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

David A Malish, P.E., Vice-President  
(Printed Name/Title)

Chet Palesko  
(Printed Name/President)

MURFEE ENGINEERING CO., INC.

CLIENT: SENNA HILLS MUD

# MURFEE ENGINEERING COMPANY, INC.

## HOURLY RATE SCHEDULE

Effective October 1<sup>st</sup>, 2016

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal	\$300
Managing Engineer	\$250
Senior Project Manager	\$200
Project Manager	\$175
Senior Project Engineer	\$160
Project Engineer	\$145
Project Administration Manager	\$160
Project Administration Associate	\$80
Engineering Technician II	\$115
Engineering Technician I	\$95
Senior CAD Design Technician	\$165
CAD Design Technician	\$110
Draftsperson	\$95
Financial Services	\$90
Executive Assistant	\$75
Technical Administrative Assistant	\$85
Administrative Assistant	\$65
Reimbursable Expenses	Cost + 15%

## TERMS AND CONDITIONS

Murfee Engineering Company, Inc. (MEC) shall perform the services outlined in this Agreement for the stated fee arrangement.

### ***Access to Site:***

Unless otherwise stated, MEC will have access to the site for activities necessary for the performance of the services. MEC will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### ***Dispute Resolution:***

Any claims or disputes made during design, construction or post-construction between the Client and MEC shall be submitted to non-binding mediation. Client and MEC agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

### ***Billings/Payments:***

Invoices for MEC's services shall be submitted, at MEC's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, MEC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

### ***Late Payments:***

Accounts unpaid 60 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

### ***Indemnification:***

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless MEC, or his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of MEC.

### ***Certifications, Guarantees and Warranties:***

MEC shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence MEC cannot ascertain.

### ***Limitation of Liability:***

In recognition of the relative risks, rewards and benefits of the project to both the Client and MEC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, MEC's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed an amount equal to the fee earned by MEC under this Agreement. Such causes include, but are not limited to, MEC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### ***Termination of Services:***

The Client or MEC may terminate this Agreement should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay MEC for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### ***Ownership of Documents:***

All documents produced by MEC under this Agreement shall remain the property of MEC and may not be used by the Client for any other endeavor without the written consent of MEC.

### ***Design With Construction Administration:***

If the basic services under this Agreement include project observation or review, MEC shall visit the site at intervals appropriate to the stage of construction, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow MEC, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

MEC shall not supervise, direct or have control over the Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work.

MEC shall not be responsible for any acts or omissions of the Contractor and MEC does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

### ***Design Without Construction Administration:***

If the basic services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the client waives any claims against MEC that may be in any way connected thereto. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MEC from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of MEC.

### ***Hazardous Materials – Suspension of Services:***

Both parties acknowledge that MEC's scope of services does not include any services related to the presence of any hazardous or toxic materials. The Client agrees to indemnify and hold harmless MEC from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of MEC.

### ***Betterment:***

If, due to MEC's negligence, a required item or component of the Project is omitted from MEC's construction documents, MEC shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will MEC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Supplemental TERMS AND CONDITIONS;

**INTERESTED PARTIES:** MEC acknowledges that Texas Government Code Section 2252.908 ("Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. MEC confirms that it has reviewed Section 2252.908 and, if required to do so, will 1) complete FORM 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission ("TEC"); and 2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time that MEC executes and submits the Contract to the District. Form 1295 is available at the TEC's website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). This Contract is not effective until the requirements listed above are satisfied and any award of the Contract by the District is expressly made contingent upon MEC's compliance with such requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

**CONFLICTS OF INTEREST:** MEC acknowledges that Texas Local Government Code Chapter 176 ("Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. MEC confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return FORM CIQ promulgated by the TEC and available on the TEC website at <https://www.ethics.state.tx.us/forms/CIQ-New-2015.pdf> within seven days of the date of submitting this Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

**VERIFICATION UNDER CH. 2270, TEXAS GOVERNMENT CODE:** If required under Chapter 2270 of the Texas Government Code, MEC represents and warrants that, at the time of execution and delivery of this Contract, neither MEC, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, boycotts Israel or will boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. MEC understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with MEC.

**VERIFICATION UNDER CH. 2252, TEXAS GOVERNMENT CODE:** If required under Chapter 2252 of the Texas Government Code, MEC represents and warrants that neither MEC, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code, and posted on the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>.

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes MEC and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same that exist to make a profit, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran or a foreign terrorist organization. MEC understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with MEC.

  
**Senna Hills Municipal Utility District**  
14050 Summit Drive Suite 113A  
Austin, Texas 78728  
512-844-1041

 **INFRAMARK**  
WATER & INFRASTRUCTURE SERVICES



**Senna Hills Municipal Utility District  
General Managers Report for the Month of  
June 2020  
Board Meeting: July 31st, 2020**

Reviewed By: Jesse L Kennis  
Date: 7/21/2020





**Memorandum for: Senna Hills MUD Board of Directors**

**From: Jesse L. Kennis II**

**Date: July 31, 2020**

**Subject: General Manager's Executive Summary Report**

Below is a summary of activities since the last board meeting:

- 1) Wastewater Treatment Plant**
  - a) 2.42 MG for the month. 81,000 GPD average, 81% capacity.
  - b) No excursions.
  - c) A meter needs to be purchased for the sludge box to meet regulatory compliance for recording solids that are wasted and disposed. The cost estimate is \$5,500.
  - d) Process water booster pump failed and had to be replaced.
  
- 2) Re-Use Water System**
  - a) Pios spray field project substantially complete.
  
- 3) Distribution System – Billing**
  - a) 8.7 MG purchased for the month.
  - b) 18.6% water loss for June 2020. We implemented a daily read of the master meter to have a comparison to the PUA bill.
  - c) Leak detection repairs complete. Final report enclosed.
  - d) Chlorine residuals and bacteriological samples satisfactory.
  - e) 11 delinquent letters mailed out, 0 tags hung, no disconnects.
  - f) At the time of production of my summary no formal requests for payment plans or extensions.
  - g) Fire Hydrant painting 100%.
  
- 5) Collection System**
  - a) Still awaiting pump controls for lift station 1.
  - b) Autodialer install at Lift Station 1, Lemon Mint Lift Station, and WWTP underway.
  
- 6) Drainage/Ponds**
  - a) Quarterly Outfall inspection conducted June 24, 2020.

**Current Items Requiring Board Approval:**

Vendor	Amount	WO#	Budget Amount	Description
Fluid Meter Service	\$5,500		Not budgeted	Sludge box wasting meter



**STORMWATER POND INSPECTION  
SAND FILTER SYSTEM**

DISTRICT:	SENA
DATE:	06.19.20
WO :	2261256
TECH:	TAMMY YBARRA

Pond Location	SEC 2
Pond water level	DRY
Does the pond drain within 48 hours?	NA
Sediment depth in the forbay?	NA
Sediment depth in the sand filter area?	NA
Trash found at site?	NO
Is vegetation below 18" in height?	YES
Trees or brush found in basin area?	NO
Condition of the media?	GOOD
Condition of vegetation around the out fall pipe	GOOD
Was sediment found in the under drain piping? Remove open clean out tops and check	NA
Any damage to structural elements (pipes, concrete drainage, retaining walls, gabian walls, etc.)?	NA
Discharge valve open operational	NA
Emergency bypass valve closed and operational	NA
Are all inlets in area clear of debris and sediment?	ONE HAS VEGETATION GROWTH - <b>WO 2299700</b>

**COMMENTS** POND IN GOOD CONDITION





**STORMWATER POND INSPECTION  
SAND FILTER SYSTEM**

DISTRICT:	SENNA
DATE:	06.19.20
WO :	2261256
TECH:	TAMMY YBARRA

Pond Location	SEC 4
Pond water level	DRY
Does the pond drain within 48 hours?	NA
Sediment depth in the forbay?	NA
Sediment depth in the sand filter area?	NA
Trash found at site?	NO
Is vegetation below 18" in height?	NO
Trees or brush found in basin area?	NO
Condition of the media?	GOOD
Condition of vegetation around the out fall pipe	GOOD
Was sediment found in the under drain piping? Remove open clean out tops and check	NA
Any damage to structural elements (pipes, concrete drainage, retaining walls, gabian walls, etc.)?	NA
Discharge valve open operational	NA
Emergency bypass valve closed and operational	NA
Are all inlets in area clear of debris and sediment?	YES

**COMMENTS** POND IS IN GOOD CONDITION







**STORMWATER POND INSPECTION  
SAND FILTER SYSTEM**

DISTRICT:	SENNA
DATE:	06.19.20
WO :	2261256
TECH:	TAMMY YBARRA

Pond Location	STRAWFLOWER
Pond water level	DRY
Does the pond drain within 48 hours?	NA
Sediment depth in the forbay?	NA
Sediment depth in the sand filter area?	NA
Trash found at site?	NO
Is vegetation below 18" in height?	YES
Trees or brush found in basin area?	NO
Condition of the media?	GOOD
Condition of vegetation around the out fall pipe	NEEDS ATTENTION
Was sediment found in the under drain piping? Remove open clean out tops and check	NA
Any damage to structural elements (pipes, concrete drainage, retaining walls, gabian walls, etc.)?	NO
Discharge valve open operational	NA
Emergency bypass valve closed and operational	NA
Are all inlets in area clear of debris and sediment?	ONE HAS SEDIMENT AND VEGETATION. - <b>WO 2299668</b>

**COMMENTS**





**STORMWATER POND INSPECTION  
SAND FILTER SYSTEM**

DISTRICT:	SENNA
DATE:	06.19.20
WO:	2261256
TECH:	TAMMY YBARRA

Pond Location	MILAGRO
Pond water level	DRY
Does the pond drain within 48 hours?	NA
Sediment depth in the forbay?	NA
Sediment depth in the sand filter area?	NA
Trash found at site?	NO
Is vegetation below 18" in height?	YES
Trees or brush found in basin area?	DRY LEAVES
Condition of the media?	LITTLE SILT - DOES NOT NEED CLEANING YET
Condition of vegetation around the out fall pipe	OK
Was sediment found in the under drain piping? Remove open clean out tops and check	NA
Any damage to structural elements (pipes, concrete drainage, retaining walls, gabian walls, etc.)?	NO
Discharge valve open operational	NA
Emergency bypass valve closed and operational	NA
Are all inlets in area clear of debris and sediment?	ONE NEEDS GRASS AND BRUSH REMOVED - WO 2299638
COMMENTS	POND IN GOOD CONDITION
ENTRANCE STONES NEED TO BE REPLACED - BRIDGE REPAIR - ON RAILING & WALKWAY - SAFTETY ISSUE - OUTSIDE WROTH IRON FENCING HAS DAMAMGE	
CHECK WITH DM TO SEE IF THESE ISSUE ARE FOR INFRAMARK TO REPAIR OR HOA? NO WO'S MADE AT THIS TIME - SEE PHOTO BOTTOM OF PAGE.	



**SAMCO Leak Detection Services, Inc.**  
901 Mopac Expressway South Bldg 1 Ste  
300  
Austin, TX 78746 US  
512.751.5325  
sgodfrey@samco-leakservice.com  
samco-leakservice.com



**BILL TO**  
Inframark  
Robert Sibole  
14050 Summit Dr. Suite 103  
Austin, TX 78728

**SHIP TO**  
Inframark  
Inframark Water & infrastructure  
Services  
32259 Morton Road  
Brookshire, TX 77423

**INVOICE 4126A54**

**DATE 07/15/2020 TERMS Net 30**

**DUE DATE 08/14/2020**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/15/2020	<b>Leak Survey</b>	Complete leak detection survey of Senna Hills MUD water ditribution system during June 2-4, 2020.	4.70	1,250.00	5,875.00

Robert:

The fire hydrant @ 1912 Trillium Court was resounded and no leaks exist in the area and the project is completed.

**TOTAL DUE**

**\$5,875.00**

Please note our new mailing address

*Delivering Professional Grade Leak Detection*

**SAMCO**  
**FINAL LEAK**  
**DETECTION REPORT**

**Prepared for: Infrarmark – Senna Hills MUD**

**Robert Sibole**

**Maintenance Supervisor**

**14050 Summit Drive, Suite 103**

**Austin, TX 78728**

**Date: July 15, 2020**




*Its time to call*  
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901 Mopac Expressway South  
Barton Oaks One, Suite 300  
Austin, TX 78746

 (512) 263-7043

 [samco-leakservice.com](http://samco-leakservice.com)

 [sgodfrey@samco-leakservice.com](mailto:sgodfrey@samco-leakservice.com)



The purpose of the survey was to perform acoustic leak detection in order to identify water leaks and help reduce water loss. The locations and descriptions of the leaks identified during the survey are listed below. The work performed during the project consisted of the following:

- Acoustically inspected water system for leaks and other water loss problems
- Walked and visually inspected water system for potential leaks or other water loss problems
- Performed chlorine residual tests on water located on the ground or in close proximity of the distribution system in order to determine if chlorine was present and leaks exist
- Acoustically inspected all system interconnects
- Used Trimble sub-meter GPS to collect leak locations for maintenance mapping updates

During the project four (4) leaks and (4) four areas of concern consisting of; one (1) fire hydrant, three (3) meter box leaks, and four (4) inoperable meters; were identified. The leak locations and descriptions are listed below. Please do not hesitate to contact Hunter Skelton at 512-809-3461 if you have any questions or need assistance with the location of the following leaks or water loss issues listed below. All items identified as critical are considered to be in need of immediate attention.

Fire Hydrant Leak			
Leak #	Leak Location	Critical	Date Located
1	1912 Trillium Cove <b>(Repaired)</b>	No	06/03/20

Meter Box Leaks			
Leak #	Leak Location	Critical	Date Located
1	1716 Lemon Mint Court	-	6-2-20
2	10612 Pluchea Cove	-	6-2-20
3	10612 Indigo Broom Loop	-	6-2-20

Inoperable Meters			
Leak #	Leak Location	Critical	Date Located
1	10637 Indigo Broom Loop (Meter not registering low flow)	Yes	6-2-20
2	10309 Indigo Broom Loop (Meter not registering low flow)	Yes	6-3-20
3	1705 Allium Drive (Meter not registering low flow)	Yes	6-3-20
4	10300 Indigo Broom Loop (Meter not registering low flow)	Yes	6-3-20



## SUMMARY

After reviewing the system survey results, SAMCO Leak Detection Services recommends Inframark – Senna Hills MUD undertake the following activities to achieve more efficient water use and accountability.

- Inframark must repair the failing fire hydrant and once the repair has been completed, have SAMCO come back to Senna Hills MUD and verify that the repair has resolved the leak and that there is not an additional leak in the immediate area of 1912 Trillium Cove.
- Repair failing curb stop inside meter boxes
- Repair or Replace inoperable meters; pull the identified inoperable meters and test on low, medium, and high flow, to verify the meter accuracy
- Verify accuracy at both innerconnect meters with PUA

Please do not hesitate to contact me @ 512-751-5325 if you have any questions concerning this report or need my further assistance.

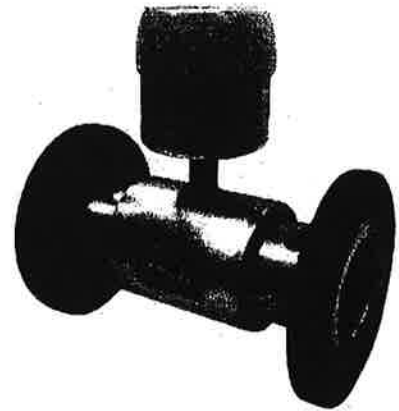
Sincerely,

Sam Godfrey



# evoQ<sub>4</sub> Electromagnetic Meter

Size 2" to 12"



The evoQ<sub>4</sub> is a single meter that meets the needs of traditional turbine, compound, single jet and magnetic meters.

Performance	Inches	2	3	4	6	8	10	12
	mm	50	80	100	150	200	250	300
> 95% Accuracy	GPM	0.25	0.6	1.7	4	8	32	32
	m <sup>3</sup> /hr	0.06	0.14	0.4	0.9	1.8	7.3	7.3
98.5% - 101.5% Accuracy	GPM	1-220	2-550	4-880	8-1400	16-3500	50-5500	65-5500
	m <sup>3</sup> /hr	0.23-50	0.5-125	0.9-200	1.8-318	3.6-795	11.4-1249	14.8-1249
Maximum flow	GPM	220	550	880	1400	3500	5500	5500
	m <sup>3</sup> /hr	50	125	200	318	795	1249	1249
Max. operating pressure	psi	230	230	230	230	230	150	150
	Bar	16	16	16	16	16	10	10

## Materials

Body	Stainless steel grade 304
Flow tube	Stainless steel grade 316
Ulner	Polyethylene epoxy
Electrodes	Stainless steel grade 316
Flanges	Epoxy coated cast iron
Register	Stainless steel with glass lens
Register housing/lid	UV-resistant plastic
Environmental class	IP68 hermetically sealed unit waterproof to 30 ft depth

## Features

10 year continuous life	No need for costly and time-consuming replacement
No moving parts	Maintenance free
0.5 second sampling rate	Highest accuracy
Wide measuring range	Suitable for all commercial applications
Simple installation	No additional training required
Pulse or encoder connectivity	Pre-equipped or retrofitted for your AMR and telemetry needs
AWWA lay lengths	Simple changeout
IP68 sealed	Provides long trouble-free life
NSF61 Annex G listed	Zero lead contaminants



## Operation

The evoQ<sub>4</sub> is a battery powered electromagnetic water meter that is suitable for a wide range of metering applications. Using Faraday's law of electromagnetic induction, two magnets provide a magnetic field within the pipe; two electrodes measure the induced voltage that is proportional to the flow of conductive water through the field in the pipe. Every 0.5 seconds the measurement is taken and the totalized volume is calculated and updated on the LCD display. The meter is designed for 10 years of continuous operation with no battery changes necessary.

## Application

The meter is for use only with potable cold water up to 120°F. The meter will typically register at +/-0.75% accuracy at normal and high flows and better than 95% accuracy at extended low flows. The evoQ<sub>4</sub> product line is suited for metering utility customer services for potable water. With the addition of outputs described below, the meter can fulfill a number of distribution management roles as well.

## Pulse or encoder output

The meter can be fitted with a pulse output device that can be attached to a radio transceiver module or a data logger. The pulse output can be programmed in the factory to meet the needs of the utility. For utilities preferring encoded output technologies, an encoder module is available for interface with AMR or AMI systems.

### Remote display

The meter can be fitted with a remote display. A two channelled output can provide both forward and reverse pulses.






### Connections

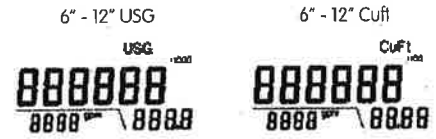
The evoQ<sub>4</sub> comes in AWWA C701 Class II Turbine meter lay lengths. The flanges are epoxy coated cast iron to reduce weight and prevent corrosion. The 2" comes with an oval flange and the 3" - 12" come with a round flange. All flanges conform to ANSI B16.1 Class 125 standards. Allow for 5 pipe diameters of straight pipe upstream and 3 pipe diameters of straight pipe downstream for optimum performance.

### LCD

Bright, large and easy-to-read LCD incorporating totalized volume and a reference flow-rate indicator. Alarm functions provide in-situ status ensuring no loss in measuring continuity. An IP68 seal ensures the meter electronics are safely protected providing long term reliability.

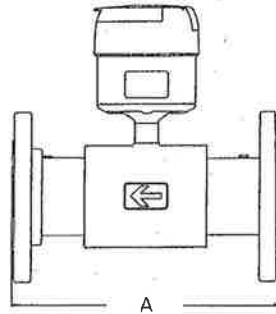
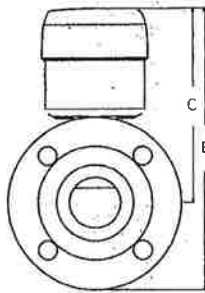
### Display functions

-  **Low-Battery** – The indicator blinks when the meter has approximately 3 months working life remaining.
-  **End of Life Battery** – Measurement stopped. The indicator appears permanently when the meter life expires. Data is displayed for up to 9 months.
-  **No-Water** – The indicator blinks when there is an empty pipe condition.
-  **Flow Rate** – If water is flowing in the reverse direction a minus sign is displayed to the left of the value.
-  **Net Volume** – Any reverse flow is subtracted from the volume display. The top line displays billable units with the multiplier shown in upper right corner. Measurement resolution is provided in the lower right for testing.



### Dimensions and net weight

Meter Size	A		B		C		Weight	
	in	(mm)	in	(mm)	in	(mm)	lbs	(kg)
2"	10	(254.0)	11.24	(285.5)	8.12	(206.2)	11.0	(5)
3"	12	(304.8)	12.27	(311.7)	8.52	(216.3)	22.5	(10)
4"	14	(355.6)	13.22	(335.8)	8.72	(221.5)	35.5	(16)
6"	18	(457.2)	15.32	(389.1)	9.82	(249.4)	55.5	(25)
8"	20	(508.0)	17.16	(435.9)	10.71	(272.0)	81.5	(37)
10"	17.75	(450)	19.50	(495.3)	11.50	(292.1)	120.0	(55)
12"	19.7	(500)	21.00	(533.4)	11.50	(292.1)	159.0	(72)



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 prwatermeters@pr.elster.com

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 The company's policy is one of continuous product improvement and the right is reserved to modify the specifications contained herein without notice. These products have been manufactured with current technology and in accordance with applicable AWWA Standards.

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Fax: 1-512-258-4386

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Quote

REQ BY Scott Mamm PHONE \_\_\_\_\_ PO# \_\_\_\_\_

DATE 7-17-20 DATE WANTED \_\_\_\_\_ WARRANTY: \_\_\_\_\_

QUANTITY		PLEASE ENTER OUR ORDER FOR GOODS LISTED BELOW DESCRIPTION	UNIT PRICE	TOTAL
ORDERED	RECEIVED			
1		4" Elster (Honeywell) EVO Q 4 Mag meter / us Gallons Senna Hills WWTP	2,675 <sup>02</sup>	

**NOT AN INVOICE**

REMARKS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Material Transfer Information  
Pick Up By \_\_\_\_\_ Date \_\_\_\_\_  
Delivery By \_\_\_\_\_  
Received By \_\_\_\_\_ Date \_\_\_\_\_  
13

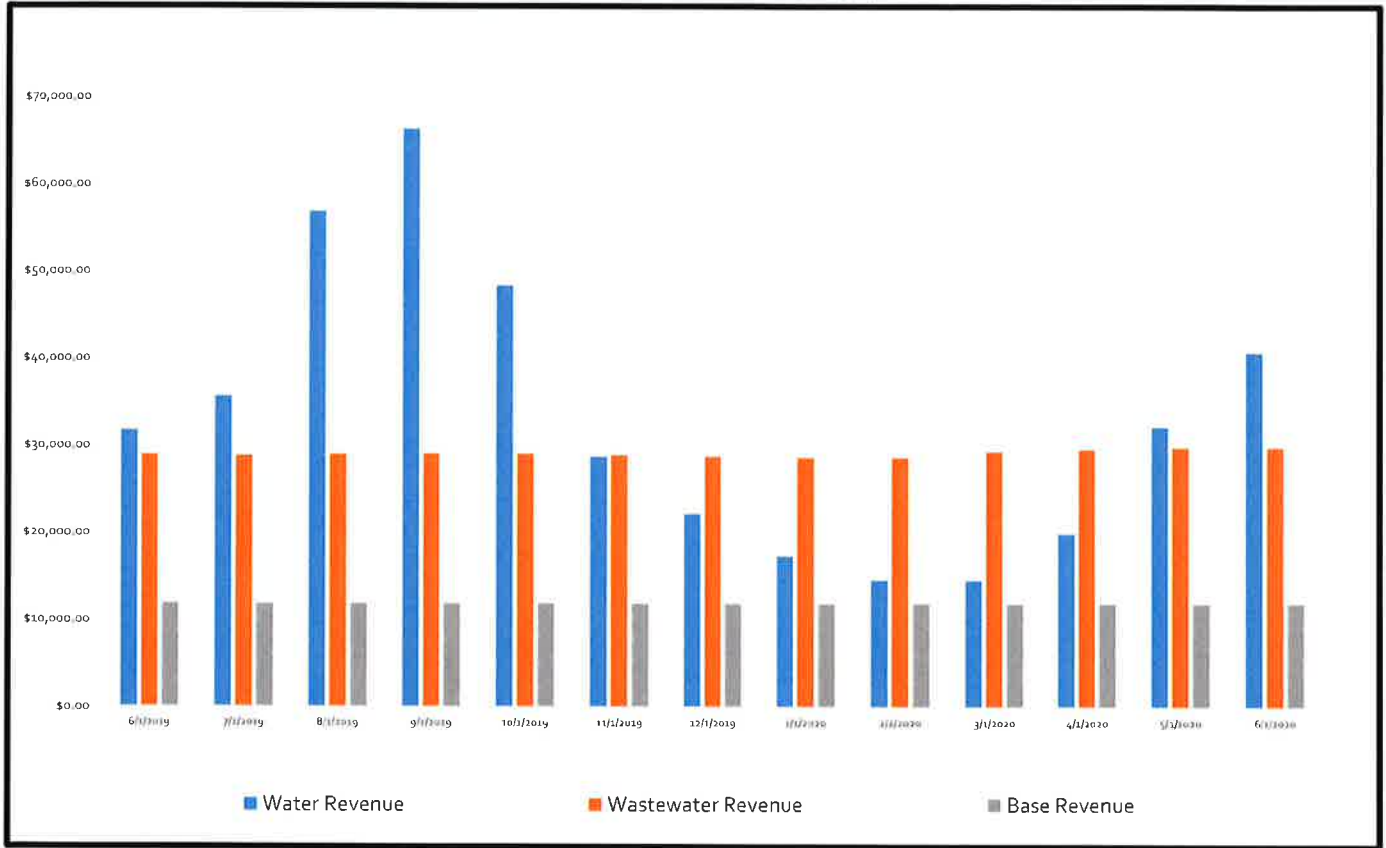


Billing Summary

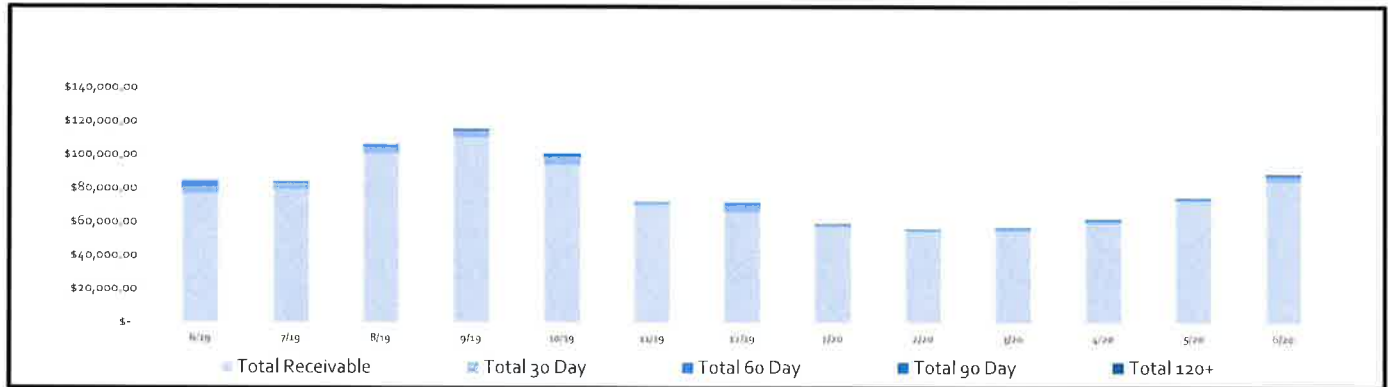


Description	Connections	
	Jun-19	Jun-20
Residential	405	405
Hydrant	-	-
Tracking	6	5
No Bill	1	1
<b>Total Number of Accounts Billed</b>	<b>412</b>	<b>411</b>
	Consumption	
Residential	5,554,000	7,014,000
Hydrant	-	-
Tracking Amenity Center	64,000	48,000
<b>Total Gallons Consumed</b>	<b>5,618,000</b>	<b>7,062,000</b>
	Average Consumption	
Residential	7,170	17,319
Hydrant	-	-
Tracking	833	9,600
<b>Avg Water Use for Accounts Billed</b>	<b>13,636</b>	<b>17,182</b>
Total Billed	\$ 75,787	\$ 85,286
Total Aged Receivables	\$ 1,085	\$ (852)
Total Receivables	\$ 76,872	\$ 84,435

12 Billing Month History Revenue by Category



**12 Month Accounts Receivable and Collections Report**



Date	Total Receivable	Total 30 Day	Total 60 Day	Total 90 Day	Total 120+
6/19	\$ 76,871.68	\$ 4,230.85	\$ 2,967.11	\$ 57.30	\$ -
7/19	\$ 79,209.09	\$ 3,969.36	\$ 647.63	\$ 217.09	\$ -
8/19	\$ 100,749.32	\$ 3,799.09	\$ 750.79	\$ 377.52	\$ 43.45
9/19	\$ 110,487.02	\$ 3,994.15	\$ 259.74	\$ 371.21	\$ 402.30
10/19	\$ 94,134.32	\$ 5,004.29	\$ 566.31	\$ 0.53	\$ 773.51
11/19	\$ 70,198.78	\$ 1,460.70	\$ 115.47	\$ 165.61	\$ 66.41
12/19	\$ 66,018.39	\$ 4,610.37	\$ 886.26	\$ 90.69	\$ 232.02
1/20	\$ 57,424.55	\$ 1,149.87	\$ 196.70	\$ 10.58	\$ 244.22
2/20	\$ 54,484.68	\$ 1,101.79	\$ 394.88	\$ 31.21	\$ 66.41
3/20	\$ 54,969.25	\$ 1,363.85	\$ 455.55	\$ 125.46	\$ 87.04
4/20	\$ 59,559.19	\$ 1,510.86	\$ 479.77	\$ 161.02	\$ 206.41
5/20	\$ 72,614.06	\$ 1,022.58	\$ 666.13	\$ 149.52	\$ 66.41
6/20	\$ 84,434.56	\$ 3,261.99	\$ 739.08	\$ 284.50	\$ 215.93
Board Consideration to Write Off	\$0.00				
Board Consideration Collections	\$0.00				
Delinquent Letter Mailed		11			
Delinquent Tags Hung		N/A			
Disconnects for Non Payment		N/A			



**Water Production and Quality**

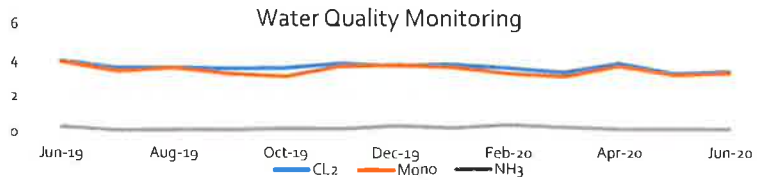
  
**Senne Hills Municipal Utility District**  
 14050 Summit Drive Suite 113A  
 Austin, Texas 78728  
 512-844-1041

**Water Quality Monitoring**

Current Annual CL2 Avg 3.62

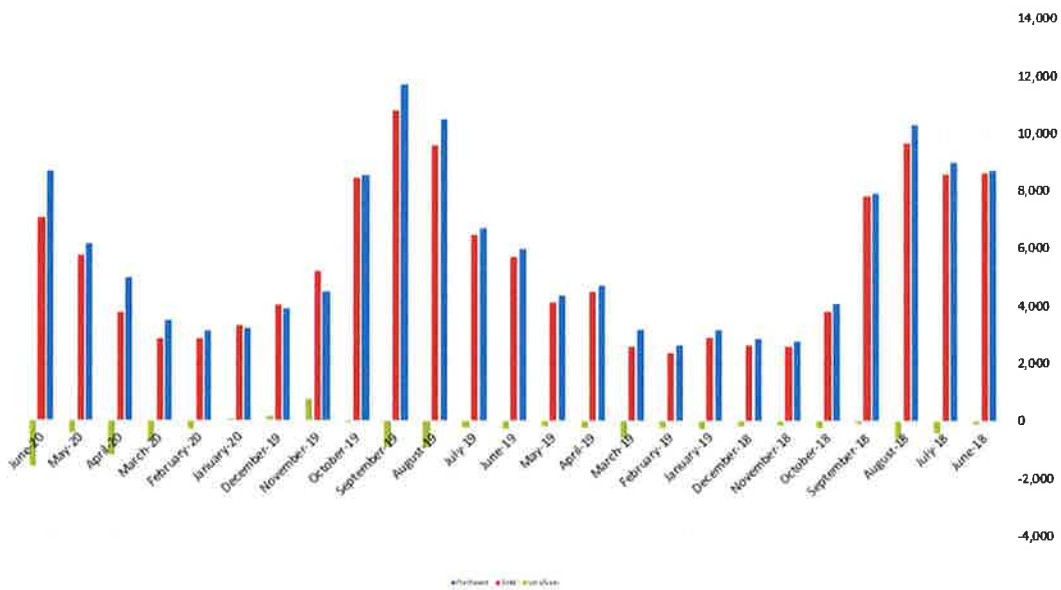
Requirements Min .50

Date	CL2	Mono	NH3
Jun-19	3.99	3.95	0.32
Jul-19	3.59	3.41	0.13
Aug-19	3.61	3.6	0.16
Sep-19	3.55	3.27	0.15
Oct-19	3.59	3.12	0.22
Nov-19	3.84	3.69	0.20
Dec-19	3.73	3.78	0.38
Jan-20	3.8	3.65	0.27
Feb-20	3.6	3.3	0.43
Mar-20	3.36	3.13	0.30
Apr-20	3.84	3.69	0.20
May-20	3.28	3.21	0.18
Jun-20	3.37	3.31	0.19





## Water Accountability Report



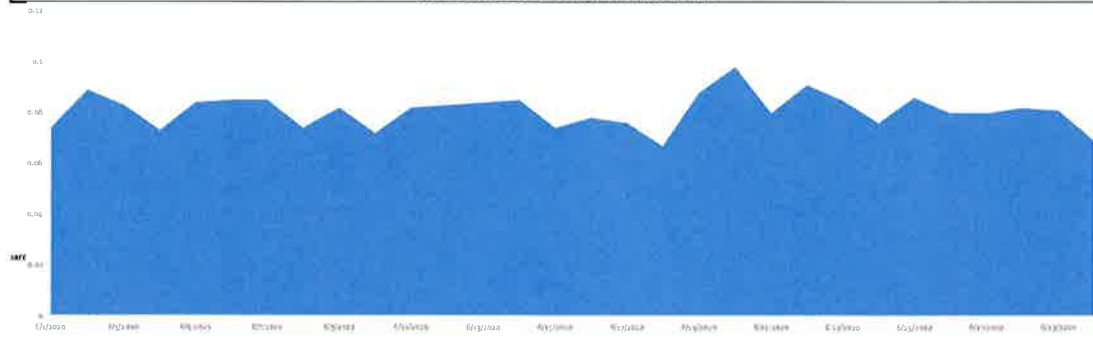
Month	Read Date	Purchased (1000)	Sold (1000)	Flushing	Gal.s Loss (-)	Accounted For %	Running	
							Loss %	Accounted For %
June 18	6/14/18	8,739	8,638	5	(96)	98.9%	-2.81%	97.19%
July 18	7/16/18	9,009	8,592	5	(412)	95.4%	-1.13%	98.87%
August 18	8/16/18	10,308	9,705	5	(598)	94.2%	-0.94%	99.06%
September 18	9/17/18	7,927	7,819	5	(103)	98.7%	-1.83%	98.17%
October 18	10/17/18	4,181	3,813	5	(363)	91.3%	-2.40%	97.60%
November 18	11/15/18	3,046	2,600	5	(441)	85.2%	-5.06%	94.94%
December 18	12/13/18	2,877	2,658	5	(214)	92.6%	-5.30%	94.70%
January 19	1/14/19	3,195	2,911	4	(280)	91.2%	-5.74%	94.26%
February 19	2/13/19	2,636	2,387	4	(245)	90.7%	-5.99%	94.01%
March 19	3/14/19	3,197	2,595	4	(598)	81.3%	-6.62%	93.38%
April 19	4/15/19	4,741	4,485	3	(583)	94.7%	-5.71%	94.29%
May 19	5/16/19	4,367	4,148	4	(215)	95.1%	-5.37%	94.63%
June 19	6/17/19	6,006	5,724	4	(278)	95.4%	-5.91%	94.09%
July 19	7/16/19	6,699	6,468	6	(225)	96.6%	-5.82%	94.18%
August 19	8/15/19	10,503	9,588	6	(909)	91.3%	-6.33%	93.67%
September 19	9/16/19	11,723	10,812	4	(907)	92.3%	-7.23%	92.77%
October 19	10/15/19	8,547	8,458	5	(84)	99.0%	-6.49%	93.51%
November 19	11/14/19	4,508	5,232	13	737	116.3%	-5.03%	94.97%
December 19	12/16/19	3,895	4,046	5	155	104.0%	-4.43%	95.57%
January 20	1/16/20	3,243	3,318	6	81	102.5%	-3.91%	96.09%
February 20	2/17/20	3,153	2,854	2	(297)	90.6%	-3.96%	96.04%
March 20	3/17/20	3,498	2,857	3	(637)	81.8%	-4.00%	96.00%
April 20	4/16/20	5,001	3,791	5	(1,206)	75.9%	-5.32%	94.68%
May 20	5/15/20	6,085	5,765	6	(411)	93.4%	-5.46%	94.54%
June 20	6/15/20	8,711	7,082	5	(1,624)	81.4%	-7.04%	92.96%



Wastewater Production and Quality



Wastewater Flows for the Month of June



**Wastewater Treatment Permit Summary**

For the Month of June

	PERMIT	ACTUAL	COMPLIANT?	PERCENT
AVG. PERMITTED FLOW	0.1 MGD	0.085	Yes	85%
AVG. PERMITTED BOD	5 mg/L	5	Yes	100%
AVG. PERMITTED TSS	5 mg/L	5	Yes	100%
AVG. PERMITTED AMMONIA/NH <sub>3</sub>	2.0 mg/L	0.05	Yes	2.5%
MIN. Cl <sub>2</sub> RESIDUAL POND	1.0 mg/L	3.25	Yes	325%
PH (Min)	6.0 Std Units	7.2	Yes	120%
PH (Max)	9.0 Std Units	7.3	Yes	81%

**Senna Hills MUD Wastewater Flow Historical**

TOTALS	Connections	Total Effluent Flows	Average	Avg Flow Per Connection	WWTP Capacity %	ROW Flows	Pond Flows	Total Irrigation Flows
Jun-20	411	2,426,000	81,000	197	81%	417,500	2,420,000	2,837,300
May-20	411	2,582,000	83,000	202	83%	267,000	2,030,000	2,298,000
Apr-20	412	2,472,000	82,000	199	82%	171,400	2,141,000	2,312,100
Mar-20	412	2,836,000	85,000	208	85%	165,800	1,918,000	2,083,800
Feb-20	412	2,011,000	69,000	167	69%	73,000	1,823,000	1,895,800
Jan-20	412	2,180,000	70,000	170	70%	118,000	1,948,000	2,066,000
<b>TOTALS</b>		<b>14,307,000</b>	<b>78,333</b>	<b>190</b>	<b>78%</b>	<b>1,213,600</b>	<b>12,280,000</b>	<b>13,493,100</b>
Dec-19	412	2,138,000	69,000	167	69%	168,000	1,851,000	2,016,800
Nov-19	412	2,132,000	71,000	172	71%	518,000	1,577,000	2,095,000
Oct-19	412	2,129,000	69,000	167	69%	710,500	1,414,000	2,124,600
Sep-19	412	2,157,000	72,000	175	72%	642,000	1,650,000	2,292,000
Aug-19	412	2,207,000	71,000	172	71%	680,000	1,483,000	2,143,000
Jul-19	412	1,895,000	61,000	148	61%	594,000	1,166,000	1,760,000
Jun-19	412	1,944,000	65,000	158	65%	276,000	1,345,000	1,621,000
May-19	412	2,108,000	76,000	184	76%	33,200	2,157,000	2,190,200
Apr-19	412	2,005,000	67,000	163	67%	32,200	728,000	780,200
Mar-19	412	1,805,000	61,000	148	61%	55,000	1,846,000	1,901,000
Feb-19	412	1,791,000	64,000	155	64%	9,000	1,781,000	1,790,000
Jan-19	412	2,303,000	74,000	180	74%	76,000	2,227,000	2,303,000
<b>TOTALS</b>		<b>24,714,000</b>	<b>68,333</b>	<b>166</b>	<b>68%</b>	<b>3,791,900</b>	<b>19,205,000</b>	<b>22,996,800</b>
Dec-18	412	2,262,000	73,000	177	73%	43,000	2,218,000	2,261,000
Nov-18	412	2,045,000	68,000	165	68%	305,000	1,740,000	2,045,000
Oct-18	412	2,353,000	76,000	184	76%	187,000	2,166,000	2,353,000
Sep-18	412	2,094,000	70,000	170	70%	233,800	1,860,000	2,093,600
Aug-18	412	2,244,000	72,000	175	72%	475,400	1,769,000	2,244,400
Jul-18	412	2,071,000	67,000	163	67%	422,400	1,315,000	1,737,400
Jun-18	412	1,983,000	66,000	160	66%	303,600	1,015,000	1,318,600
May-18	412	2,250,000	73,000	177	73%	467,000	1,236,000	1,703,000
Apr-18	412	2,056,000	69,000	167	69%	333,400	1,321,000	1,654,400
Mar-18	412	2,051,000	68,000	160	66%	145,600	1,592,000	1,737,600
Feb-18	412	1,858,000	66,000	160	63%	1,000	1,679,000	1,680,000
Jan-18	412	2,108,000	68,000	165	65%	43,000	1,892,000	1,935,000
<b>TOTALS</b>		<b>25,375,000</b>	<b>69,500</b>	<b>169</b>	<b>72%</b>	<b>2,960,000</b>	<b>19,803,000</b>	<b>22,763,000</b>

















**Senna Hills  
IRRIGATION SYSTEM PROGRAM SUMMARY**

DATE: 7/12/2020



**CONTROLLER 1**

	S	M	T	W	Th	F	S	START 1	START 2	START 3	START 4
A		X		X		X	X	12:00 AM			
B		X		X		X	X	3:00 AM			
C	X		X		X		X	5:00 AM	9:00 PM		
D											
E											

1-Controller Loc: ICC W. ALONG SENNA HILLS DR BETWEEN 244 AND PENNA  
 1-Backflow Loc:  
 1-Rain Sensor? YES

**CONTROLLER 2**

	S	M	T	W	Th	F	S	START 1	START 2	START 3	START 4
A		X	X		X			9:00 PM			
B		X	X		X			12:00 AM			
C											
D											
E											

2-Controller Loc: ICC NE AT POOL BUILDING  
 2-Backflow Loc:  
 2-Rain Sensor? YES

**CONTROLLER 3**

	S	M	T	W	Th	F	S	START 1	START 2	START 3	START 4
A			X			X		12:00 AM			
B	X	X		X	X		X	5:00 AM	9:00 PM		
C											
D											
E											

3-Controller Loc: ICC LEFT SIDE OF POOL #5142  
 3-Backflow Loc: SOUTH WEST CORNER INSIDE OF POOL  
 3-Rain Sensor? YES

**CONTROLLER 4**

	S	M	T	W	Th	F	S	START 1	START 2	START 3	START 4
A	X	X				X	X	8:00 PM			
B	X	X				X	X	3:00 AM			
C											
D											
E											

4-Controller Loc: PRO-CIL AT OIL AND SENNA HILLS DR. HUNTER FRO. C  
 4-Backflow Loc:  
 4-Rain Sensor? YES

**CONTROLLER 5**

	S	M	T	W	Th	F	S	START 1	START 2	START 3	START 4
A	X			X		X	X	12:00 AM			
B	X			X		X	X	8:00 PM			
C											
D											
E											

5-Controller Loc: 1/2 COR NE OF W. SENNA HILLS ENTRANCE BY ROAD  
 5-Backflow Loc:  
 5-Rain Sensor? YES

**CONTROLLER 6**

	S	M	T	W	Th	F	S	START 1	START 2	START 3	START 4
A	X		X	X		X		8:00 PM			
B	X		X	X		X		12:00 AM			
C	X		X		X	X		5:00 AM	9:00 PM		
D											
E											

6-Controller Loc: 1/2 COR NE of W. Senna Hills  
 6-Backflow Loc:  
 6-Rain Sensor? YES

**CONTROLLER 7**

	S	M	T	W	Th	F	S	START 1	START 2	START 3	START 4
A		X		X		X	X	2:00 AM			
B											
C											
D											
E											

7-Controller Loc: CORNER OF PENNA IN SENNA HILLS  
 7-Backflow Loc:  
 7-Rain Sensor? YES

# IRRIGATION WORK ORDER PROPOSAL

DATE: 7/12/2020

WATER	ON
POTABLE?	NO

WLE LLC  
10122 Bradshaw Road  
Austin TX, 78747  
888-389-5263



## CUSTOMER INFORMATION

<b>Property Name:</b>	Senna Hills	<b>Management Company:</b>	Goodwin Management
<b>Address 1:</b>	Bee Caves and Senna Hills Dr	<b>Contact Name:</b>	Carrie Martin
<b>Address 2:</b>	Senna Hills, TX 78733	<b>Contact E-Mail:</b>	carrie.martin@goodwinTX.com
<b>Other Info:</b>	Irrigation Only	<b>Contact Phone:</b>	512-348-0448

REQUEST FOR REPAIRS	QUANTITY	LABOR/MACHINE				MATERIALS		TOTAL
		Man Hours (Per Repair)	Man Hours Total	Labor Cost (Per Hour, \$)	Labor Cost Total (\$)	Material Cost (Per Repair, \$)	Material Cost Total (\$)	Total Labor/Material
Replace Nozzle	1.00	0.05	0.05	95.00	4.75	2.00	2.00	\$ 6.75
Replace Spray Head	2.00	0.25	0.50	95.00	47.50	5.00	10.00	\$ 57.50
Replace MP Rotor	2.00	0.17	0.33	95.00	31.67	15.00	30.00	\$ 61.67
Diagnose Valve	2.00	1.00	2.00	95.00	190.00	25.00	50.00	\$ 240.00

Please sign this estimate or reply to our email with "approved" and we will commence work  
Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178,  
P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's web site is: [www.tceq.state.tx.us](http://www.tceq.state.tx.us).

Accepted By: \_\_\_\_\_

MATERIALS TOTAL	92.00
LABOR TOTAL	273.92
<b>SUBTOTAL</b>	<b>365.92</b>
TAX	30.19
<b>TOTAL</b>	<b>396.10</b>

**RESOLUTION ADOPTING BOARD POLICY ON MAINTENANCE  
OF GREENBELT AREAS OWNED BY  
SENNA HILL MUNICIPAL UTILITY DISTRICT**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §**

WHEREAS, the Board of Directors of Senna Hills Municipal Utility District (the "District") finds it is necessary to adopt a Board Policy on maintenance of greenbelt areas by homeowners within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SENNA HILLS MUNICIPAL UTILITY DISTRICT THAT:

1. Homeowners shall be permitted to clear six (6) feet behind their property line onto the adjacent greenbelt areas owned by the District. All maintenance will be done at the homeowner's expense and all yard waste must be hauled off; and

2. Oak trees may not be pruned during oak wilt season, which is February through June of each year.

PASSED AND ADOPTED the 31<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Chet A. Palesko  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Lisa S. McKenzie  
Secretary, Board of Directors

[DISTRICT SEAL]

**ORDER CALLING DIRECTORS ELECTION**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

SENNA HILLS MUNICIPAL UTILITY DISTRICT

WHEREAS, on November 3, 2020, there will be elected three (3) Directors for Senna Hills Municipal Utility District (the “District”).

THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF SENNA HILLS MUNICIPAL UTILITY DISTRICT THAT:

Section 1.     A general election shall be held within the District on November 3, 2020 between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing three (3) Directors. In accordance with Section 43.007 of the Election Code the election day polling locations shall be the Travis County Vote Centers for the November 3, 2020 election, the list of which is attached hereto as **Exhibit “A”**. Travis County is Conducting the election pursuant to an Election Agreement to be entered into between the District and Travis County as authorized under Section 31.092 of the Election Code. The election shall be held as a joint election pursuant to Chapter 271 of the Election Code and a Joint Election Agreement to be entered into between the District and other entities that are holding an election November 3, 2020. Travis County’s election equipment shall be used in the election. The election judges and clerks shall be appointed in accordance with the Election Agreement and the Election Code, as amended.

Section 2.     Voting in the election for the directors of the District shall be by the use of Travis County’s voting system which shall utilize English and Spanish and shall conform to the Election Code, as amended. The ballots used in the election shall have printed thereon the following:

OFFICIAL BALLOT

SENNA HILLS MUNICIPAL UTILITY DISTRICT

Vote for up to three (3) directors by voting for up to three (3) of the persons named below.

- (    ) \_\_\_\_\_
- (    ) \_\_\_\_\_
- (    ) \_\_\_\_\_

The persons named on the ballot shall be those persons who are qualified to serve as a director of the District who timely filed an application for a place on the ballot.

Section 3. Oral assistance in Spanish shall be made available to all persons requiring such assistance. Any person requiring oral assistance in Spanish should contact the Presiding Judge or the Early Voting Clerk.

Section 4. The Early Voting Ballot Board Presiding Judge and Alternative Presiding Judge shall be appointed in accordance with the Election Agreement and the Election Code.

The Central Counting Station Presiding Judge and the Alternate Presiding Judge shall be appointed in accordance with the Election Agreement and the Election Code.

Early voting in the election by personal appearance shall be conducted at the times, dates and polling places determined pursuant to the Joint Election Agreement, which will be attached hereto as **Exhibit "B"** to this Order and this exhibit is incorporated by reference for all purposes. Dana DeBeauvoir is the Joint Early Voting Clerk. The Clerk for early voting shall be appointed in the manner required by law. The Early Voting Clerk's mailing address to which the ballot applications and ballots voted by mail may be sent is Senna Hills Municipal Utility District, c/o Willatt & Flickinger, PLLC, 12912 Hill Country Boulevard, Suite F-232, Austin,



Texas 78738.

Section 5. The election shall be held and conducted and returns shall be made to the Board of Directors in accordance with the Election Code as modified by Chapters 49 and 54, Texas Water Code.

Section 6. All qualified resident electors of the District shall be entitled to vote in the elections.

Section 7. In accordance with Section 4.003(a)(1) of the Texas Election Code, a substantial copy of this Order, appearing in English and Spanish shall serve as proper notice of said election, and the President of the Board of Directors or other representatives of the District shall cause the notice to be published one time, not earlier than the 30<sup>th</sup> day or later than the 10<sup>th</sup> day prior to the date set for the election, in a newspaper published in the District or, if none is published in the District, in a newspaper of general circulation in the District. In addition, in accordance with Section 4.003(a)(2) of the Texas Election Code, a substantial copy of this order, in English and Spanish, shall be posted at a public place within the District not later than the 21<sup>st</sup> day before the election. In addition, in accordance with Section 4.003(b) of the Texas Election Code, not later than the 21<sup>st</sup> day before election day, a substantial copy of this notice, appearing in English and Spanish, shall be placed on the bulletin board used for posting notices of the meetings of the Board of Directors of the District, such notice to remain posted through election day.

Section 8. The President and/or Vice President and Secretary and/or Assistant Secretary are authorized and directed to take any action necessary to carry out the provisions of this Order.

**PASSED AND ADOPTED** this 31<sup>st</sup> day of July, 2020.

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Chet A. Palesko, President

ATTEST:

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Lisa S. McKenzie, Secretary

[SEAL]

1\SennaHills\ocde-2020  
7/23/20

# **ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND SENNA HILLS MUNICIPAL UTILITY DISTRICT**

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the "County") and Senna Hills Municipal Utility District ("Participating Entity") enter into this agreement (this "Agreement") for the Travis County Clerk, as the County's election officer (the "Election Officer"), to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

## **Section 1. GENERAL PROVISIONS**

- (A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity (and any other entity for which the County is providing election services or for which the County is conducting a joint election) do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
  - (1) The term "Election Officer" refers to the Travis County Clerk;
  - (2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
  - (3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
  - (4) The term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as

permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.

- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

## **SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY**

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

## **SECTION 3. APPOINTMENT OF ELECTION OFFICER**

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:

- (1) preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
  - a. The Election Officer may provide newspaper notices on behalf of the Participating Entity with respect to a specific election if:
    - i. Not later than 60 days before election day for that election, the Participating Entity submits a written request to the Election Officer to provide newspaper notices on behalf of the Participating Entity, provides the Election Officer the content of the notices and information as which newspapers those notices are to be published and the dates of publication and any other information required by the Election Officer for providing newspaper notices, and
    - ii. The Participating Entity pays the Election Officer all costs associated with providing the newspaper notices.
  - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
    - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
    - ii. The Election Officer shall provide written confirmation that to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
    - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
- (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
- (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
- (4) Conducting the official canvass of a Participating Entity election;
- (5) administering the Participating Entity's duties under state and local campaign finance laws;
- (6) having a Participating Entity representative serve as the custodian of its election records; and

- (7) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.
- (E) The District's Attorney will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. The District's Attorney will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. The District's Attorney will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

#### **SECTION 4. ELECTION WORKERS AND POLLING PLACES**

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

## SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election. Each request for election services, including each request for the Election Officer to conduct a runoff election, must be accompanied by a non-refundable payment of \$150 to the Election Officer.
- (C) Cancellations. On or before 11:59 p.m. on the 68<sup>th</sup> day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60<sup>th</sup> day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60<sup>th</sup> day before an election that the Participating Entity's election will be cancelled, the Participating Entity will accrue no further costs relating to that cancelled election.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
  - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: [elections@traviscountytexas.gov](mailto:elections@traviscountytexas.gov), with a copy to [Election.Entities@traviscountytexas.gov](mailto:Election.Entities@traviscountytexas.gov). The Participating Entity has designated the District's Attorney as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and

receiving e-mail communications pursuant to Section 5:  
[bflickinger@wfaustin.com](mailto:bflickinger@wfaustin.com).

- (2) Initial Cost Estimate. On or before the 60<sup>th</sup> day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.
  - (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
  - (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
  - (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 day unless the Election Officer notifies the Participating Entity during that 90-day period following the election that



the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.

- (1) Within thirty days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
  - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

## **SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT**

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
- (1) For each election the Election Officer conducts for the Participating Entity after June 30, 2020 through January 1, 2021, the Participating Entity shall pay one half of one percent of the cost of the electronic voting system equipment installed at a polling place and one-half of one percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.
  - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, and ballot programming software.

- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

#### **SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS**

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

#### **SECTION 8. COMMUNICATIONS**

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

## SECTION 9. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

SENNA HILLS MUNICIPAL UTILITY DISTRICT  
c/o Willatt & Flickinger, PLLC  
12912 Hill Country Blvd., Ste. F-232  
Austin, Texas 78738

TRAVIS COUNTY  
Honorable Dana DeBeauvoir, Travis County Clerk  
1000 Guadalupe Street, Room 222  
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney (or his successor)  
314 West 11<sup>th</sup> Street, 5<sup>th</sup> Floor  
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S.

Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

- (L) Addresses for Payments  
Payments made to the County or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division  
P.O. Box 149325  
Austin, Texas 78714

Senna Hills Municipal Utility District  
c/o Willatt & Flickinger, PLLC  
12912 Hill Country Blvd., Ste. F-232  
Austin, Texas 78738

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

*[Signatures on following page]*

**SENNA HILLS MUNICIPAL  
UTILITY DISTRICT**

BY: \_\_\_\_\_  
Chet A. Palesko  
President, Board of Directors

DATE: \_\_\_\_\_

**TRAVIS COUNTY**

BY: \_\_\_\_\_  
Sam Biscoe (or his successor)  
County Judge

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Dana DeBeauvoir  
County Clerk

DATE: \_\_\_\_\_

**RESOLUTION CONCERNING ADOPTION OF NEW EQUIPMENT  
FOR ELECTIONS HELD IN TRAVIS COUNTY, TEXAS**

THE BOARD OF DIRECTORS OF SENNA HILLS MUNICIPAL UTILITY DISTRICT FINDS AS FOLLOWS:

Section 61.012 of the Texas Election Code requires that the Board of Directors of Senna Hills Municipal Utility District must provide at least one accessible voting system in each polling place used in a Texas election on or after August 1, 2019. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

The Office of the Texas Secretary of State has certified that the ExpressVote® Universal Voting System Version 6020 provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections. Early voting and election day voting, including provisional ballots will take place on the ExpressVote® Universal Voting System, ballot marking device, in conjunction with the DS200 Digital® Precinct Scanner. The DS450 Digital® Central Count Scanner will be used to process all by mail ballots.

Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

THE BOARD OF DIRECTORS OF SENNA HILLS MUNICIPAL UTILITY DISTRICT HEREBY RESOLVES:

As chief elections officer of the Board of Directors of Senna Hills Municipal Utility District, the Board Secretary shall provide at least one ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner in every early voting and election day polling place used to conduct any and every election ordered on or after August 1, 2019. The ES&S ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner may be acquired by any legal means available to the Board of Directors of Senna Hills Municipal Utility District, including but not limited to lease or rental from the County of Travis or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

PASSED BY VOTE AND APPROVED this 31<sup>st</sup> day of July, 2020.

REQUIRED:

/s/ \_\_\_\_\_  
Chet A. Palesko, President, Board of Directors



ADDITIONAL SIGNATURES REQUIRED:

ATTEST:

/s/ \_\_\_\_\_  
Lisa S. McKenzie, Secretary, Board of Directors

## Jeniffer Concienne

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**From:** Robert Ferguson <rferguson@murfee.com>  
**Sent:** Wednesday, July 22, 2020 11:53 AM  
**To:** Jeniffer Concienne; 'Jesse L. Kennis II (jesse.kennis@inframark.com)'; Sibole, Robert  
**Cc:** Allen Douthitt; 'Kristi Hester (Kristi.Hester@inframark.com)'  
**Subject:** Senna Hills Sub Metering Proposal  
**Attachments:** Merrigan - Senna Hills Sub Metering Proposal.pdf

Jeniffer;

The attached pdf is a proposal/quote from Merrigan Electric to install a new sub-meter on the electric service to the buildings at the WWTP site. Please include this in the meeting packet for the July 31<sup>st</sup> meeting.

This email is my recommendation that the District have a new sub-meter installed per the quote provided. The location of the sub-meter will be at the Districts electric service connection and not on SHL Ltd's building or easement.

Let us know what questions come up.

Thank you,

Robert Ferguson, P.E.  
Murfee Engineering Company, Inc.  
1101 South Capital of Texas Highway  
Building D  
Austin, TX 78746  
512-327-9204 Office  
512-327-2947 Fax  
512-789-6618 Cell  
TBPE Firm F353



July 22, 2020

Proposal - #20200722SENNAMETER Page 1 of 1

To: Murfee Engineering/Robert Ferguson

Project: Senna Hills Sub-Metering

Engineer:

BID Date: N/A

Addendums Acknowledged:

### Electrical Proposal

Merrigan Electric, LLC is pleased to provide you our proposal and scope of work for the above-mentioned project.

#### ELECTRICAL SERVICES

Furnish & Install New E20-448010100-JKIT on Service feeding Remote Buildings

Materials: Meter; Conduit, Wire; Junction Box, Fittings, Anchors: \$1,300.00

Labor 8 Hours @ \$135.00: \$1,080.00

**Total Proposal: \$2,380.00**

#### EXCLUSIONS:


Thank you for the opportunity,  
Christine Merrigan

Merrigan Electric, LLC TECL 24574  
[www.Merriganelectric.com](http://www.Merriganelectric.com)

State of Texas HUB Certified/City of Austin DBE, WBE Certified  
[cmerrigan01@yahoo.com](mailto:cmerrigan01@yahoo.com)

706 Riva Ridge Dr Leander, TX 78641  
512-944-3217