



## WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

13215 Bee Cave Parkway  
Building B, Suite 110  
Bee Cave, Texas 78738  
Office: 512/263-0100  
Fax: 512/263-2289  
wtcpua.org

November 18, 2024—***UPDATED DRAFT PER 11/18/24 BOARD MEETING***

**Formatted:** Font: Bold, Italic, Font color: Red

Steve Winn  
Mirasol Capital  
4143 Maple Ave, Ste. 400  
Dallas, Tx 75219

Re: Service Availability PW-2024-51-SER  
Mirasol Springs  
24601 Hamilton Pool Rd  
Austin TX, 78620  
WTCPUA Project # 71-24-011

Dear Mr. Winn,

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed mixed-use development (Proposed Development or Project). Service Availability for three hundred forty-seven (347) LUEs, which includes 276 LUE's in Phase I and 71 LUE's in Phase II, of domestic water allocation is approved subject to the Developer complying with the Service Extension Request (SER) Conditions below:

### **SER CONDITIONS**

1. The Developer enters into a Non-Standard Water Service Agreement with the WTCPUA for three hundred forty-seven (347) LUEs of domestic water service within three (3) months of the date of the letter.
2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. **Water service is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed.** Such service shall not include irrigation meters. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies.

Potable water from the WTCPUA must be the exclusive ~~potable~~ water used for each Phase of the Project. Developer agrees to not use groundwater or surface water from the Pedernales River ~~for potables~~ a water source. Delivery of water will be metered and restricted to 108 gpm which represents average day use. Developer must provide on-site storage to meet peak day demands. WTCPUA will be the retail supplier of water to customers in the Proposed Development and will operate the Developer Facilities after their

acceptance by WTCPUA. The Developer Facilities will either be conveyed outright to WTCPUA upon completion and acceptance by WTCPUA or, if required by the Texas Attorney General, leased to the WTCPUA under terms acceptable to the WTCPUA to allow for reimbursement by Mirasol Springs Municipal Utility District and conveyed to WTCPUA once reimbursement is complete.

3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, outside engineering & legal fees, inspection fees, reservation fees, and impact fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
4. The WTCPUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Developer, at its sole cost and expense, grants to the WTCPUA all on-site and off-site easements necessary for the WTCPUA to own and/or operate the facilities.
6. Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including but not limited to, any outstanding engineering review fees, outside engineering and legal fees and deposit replenishment billings, tap fees, meter-drop in fees and all other associated meter fees. All closeout documents shall be submitted and approved by the WTCPUA within 45 calendar days of substantial completion of the WTCPUA approved Project; otherwise, the Project shall be considered expired and shall be subject to a new SER application and review process.
7. The Developer may be required to pay the WTCPUA annual Water Reservation Fees as applicable per WTCPUA Tariff and policies.
8. The Developer shall follow and comply with all applicable WTCPUA Tariff, policies, rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.
9. The Developer will be required to secure a Legal Lot Determinations from Travis County and Hays County, or secure approved subdivision plats in Travis County and Hays County, Texas for the Property within four (4) years from the date of this letter.
10. Provisions of water service to the Property by the WTCPUA shall become null and void if final construction plans have not been approved by the WTCPUA for the Project and the Project constructed and close out completed within four (4) years from the date of this letter.
11. The Developer shall adopt one of the alternative water quality measures required of the new development as specified in that certain "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement) including:
  - a. Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
  - b. TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348; or
  - c. U.S. Fish and wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000;

12. The proposed Project is within Travis County and Hays County and the Lake Travis watershed.
13. The proposed Project is subject to the West Travis County Public Utility Agency plat requirements.

14. Developer, at its sole cost and expense, shall be responsible for constructing a water line extending from a mutually agreed upon location along the WTCPUA water system to the Proposed Development and providing a 15' wide permanent exclusive water line easement and 20' wide temporary construction easement for the length of the water line or an approved site plan from Travis County for placement of the water line in the right-of-way.

15. ~~Developer agrees not to drill new groundwater wells and include a plat note prohibiting new groundwater wells.~~

16. ~~WTCPUA to inspect development and if it determines a violation on groundwater use prohibition is occurring, WTCPUA will provide 60-day notice and opportunity to cure and may suspend service until the violation is corrected.~~

17. ~~The current groundwater well planned for use in Phase 1 for irrigation of the organic farm shall be abandoned and WTCPUA shall provide service for farm irrigation at a capacity/meter size approved by WTCPUA.~~

18. ~~The current groundwater wells used in Phase 2 shall be abandoned and WTCPUA shall provide service for agricultural and livestock use at a capacity/meter size approved by WTCPUA at the time Phase 2 is developed.~~

14. 19. ~~Developer agrees to include limits in its TLAP permit of 1 ppm Total Nitrogen and 1 ppm Total Phosphorus.~~

15. ~~Groundwater development in Phase I is by agreement not to be used for potable or landscape irrigation. In lieu of groundwater, up to 2 LUE's of WTCPUA water may be used on the organic farm in Phase I. The wells in Phase I will be abandoned.~~

16. ~~Phase II (71) will be subject to these same WTCPUA water service conditions as provided in this Service Availability Letter upon development or change in land use. Groundwater in Phase II may be used for agricultural or animal husbandry purposes.~~

17-20. ~~The raw water contract with LCRA is transferred to WTCPUA. The diversion point will be moved to Lake Austin.~~

18-21. ~~Developer will modify its TLAP permit to include more stringent effluent limits and provide wastewater treatment that includes de-nitrification and phosphorus removal.~~

Please be advised that if, for any reason, system capacity is exceeded prior to connection to the system, then this property is subject to a moratorium of any additional connections which may be declared. Also, please be advised that WTCPUA will not provide direct fire flow service to the Property and, as such, the Developer may be required to install and maintain fire service facilities needed to meet local fire code regulations and requirements.

If you have any questions concerning this matter, please contact Tricia Altamirano at 512-263-0100.

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: No bullets or numbering

Formatted: List Paragraph, Left, No bullets or numbering

Formatted: No bullets or numbering

Formatted: No bullets or numbering

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: No bullets or numbering

Mr. Steve Winn  
Page 4  
November 18, 2024

Sincerely,

Jennifer Riechers  
General Manager

Accepted by:

MIRASOL CAPITAL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Cc: Tricia Altamirano  
Jennifer Smith  
Keli Kirkley  
Jennifer Riechers  
John Camarillo  
Lauren Kalisek, Lloyd Gosselink Rochelle & Townsend, P.C.  
George Murfee, Murfee Engineering Company, Inc.

