

**SEVENTH AMENDMENT TO**  
**WHOLESALE WATER SUPPLY AGREEMENT BETWEEN**  
**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY AND**  
**THE CITY OF DRIPPING SPRINGS**  
**(Driftwood Creek Tract Service Property - Commercial Amendment)**

This Seventh Amendment to the Wholesale Water Supply Agreement Between the West Travis County Public Utility Agency and The City of Dripping Springs ("Seventh Amendment") is by and among City of Dripping Springs, a Type A General Law City located in Hays County, Texas ("City"), and the West Travis County Public Utility Agency ("WTCPUA") a political subdivision of the state of Texas formed in accordance with Chapter 572 of the Local Government Code.

**RECITALS:**

- A. The Lower Colorado River Authority ("LCRA") and the City negotiated and executed the Wholesale Water Supply Agreement Between Lower Colorado River Authority and The City of Dripping Springs with an effective date of March 11, 2003 (the "Agreement").
- B. The WTCPUA assumed the rights and obligations of the LCRA set-forth in the Agreement effective March 19, 2012.
- C. The City recognizes and accepts the WTCPUA as having been assigned the rights and obligations of the LCRA set forth in the Agreement.
- D. WTCPUA and the City have amended the Agreement from time to time to set forth the terms and conditions for wholesale service by WTCPUA applicable to specific developments and projects including that certain Fourth Amendment to the Wholesale Water Supply Agreement Between Lower Colorado River Authority and the City of Dripping Springs effective November 2019 ("Fourth Amendment") for the Driftwood Creek Tract Service Property—Commercial as defined in the Fourth Amendment.
- E. Under the Fourth Amendment and consistent with the West Travis County Public Utility Agency Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Services ("WTCPUA Rate Tariff") and service rules and policies, the WTCPUA has reserved 26 Living Unit Equivalents ("LUEs") of water service.
- F. WTCPUA has identified and is pursuing the construction of additional capital projects to its water supply system that will make additional capacity available for use on the Driftwood Creek Tract Service Property—Commercial; and the City desires to provide such additional service to the Driftwood Creek Tract Service Property—Commercial.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the agreements set forth below, the City and WTCPUA agree as follows:

## ARTICLE 1 AMENDMENTS

1.1 The City and WTCPUA agree that upon the WTCPUA's completion and commencement of operation of the WTCPUA Capital Projects as defined below: (i) 250 additional LUEs shall be reserved for and available for use on the Driftwood Creek Tract Service Property – Commercial so that the total number of LUEs reserved to the property is 276 and (ii) the following Sections 1.2 through 1.4 become effective upon such completion of the facilities and commencement of operation.

**WTCPUA Capital Projects:** Those capital projects identified in WTCPUA's most recently adopted 2021 Land Use Assumptions and Capital Improvements Plan, Impact Fee Report July 2021 and identified as the Uplands WTP Expansion to 33 MGD and 30" Parallel TM 2 (SWPPS to County Line).

1.2 **Section 10.3.** Section 10.3 Supply of Water to Driftwood Creek Tract Service Property-Commercial is replaced with the following. The Parties agree that pursuant to Section 3.01 of the Agreement, except as provided in Section 10.02 of this Article, the WTCPUA shall provide Wholesale Water Supply to the City for the Driftwood Creek Tract Service Property-Commercial in the amount not to exceed 276 LUEs as measured at the Delivery Point. The Parties agree that pursuant to Section 3.01 of the Agreement, the City shall provide retail potable water utility service for the Driftwood Creek Tract Service Property-Commercial in the amount of 276.

For purposes of this Agreement, the average daily water use within the Property, as measured at the Delivery Point, shall not exceed 450 gallons per day per LUE or a total of 124,200 gallons per day (i.e., 45,333,000 gallons per year) for 276 LUEs, computed as a daily average over a calendar year. In the event the total annual quantity of water as measured at the Point of Delivery exceeds 45,333,000 gallons, the WTCPUA may assess and the City agrees to pay a water surcharge for water used that is in excess of 45,333,000 gallons.

In addition, the maximum or peak day water use for the Property, as measured at the Delivery Point, shall not exceed 900 gallons per day per LUE, or 248,400 gallons per day. In the event the City's maximum or peak day water use on any given day exceeds 248,400 gallons over any 24-hour day, the WTCPUA may:

1. Install, at the City's sole cost, a water rate flow controller to restrict or limit the maximum flow to the Property to a maximum of 197 gpm on an instantaneous basis; and/or
2. Assess a surcharge for any quantity used in excess for 248,400 gallons per day.

Finally, the City understands and agrees the WTCPUA does not and is not required to provide fire flows to the Property. As such, the City is solely responsible for the installation and maintenance any water improvements necessary to provide fire flows to the Property. Such improvements, if installed, shall be located on the City's side of the Delivery Point.

1.3 **Section 10.5.** Section 10.05. **Rates and Charges** is amended to add the following sentences at the end of the section. For the additional 250 LUEs reserved under this Seventh Amendment, the initial Base Fee shall be \$ 11,049.19 per year/ \$920.77 per month; the initial monthly Volume Charge shall be \$2.04 per thousand gallons; and the Annual Allocated Debt Service Payment Schedule as shown in Exhibit C-5 shall be used for calculating rates and charges due under this Section 10.5 for the additional 250 LUEs. WTCPUA Rates and Charges for the original 26 LUEs reserved by the Fourth Amendment shall continue to be calculated and charged separately pursuant to the schedule in the Fourth Amendment.

## **ARTICLE 2 RATIFICATION**

2.1 By entering into this Seventh Amendment, the Parties hereby ratify the Agreement, and affirm and agree that it is in full force and effect, as amended.

## **ARTICLE 3 MISCELLANEOUS**

- 3.1 **Incorporation: Definitions.** The background as set forth in the recitals is true and correct, forms a material part of this Seventh Amendment and is hereby incorporated into this Agreement. Words with initial capital letters that are used but not defined in this Seventh Amendment shall have the meanings given to them in the Agreement.
- 3.2 **Effective Date of Seventh Amendment.** The Effective Date of this Seventh Amendment is the latest occurring signature of the City or the WTCPUA.
- 3.3 **Counterparts.** This Seventh Amendment may be executed in multiple counterparts, each to be considered an original, to be effective upon execution by all Parties.

**IN WITNESS THEREOF**, the Parties hereto, acting under the requisite authority, have caused this Seventh Amendment to be duly executed to be effective as of the Effective Date as provided above.

**[Signature Page Follows]**

**CITY OF DRIPPING SPRINGS, TEXAS**

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

\_\_\_\_\_  
(print name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
City Attorney

WTCPUA:

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

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

*JSD*

Date: \_\_\_\_\_

*12/8/22*

ATTEST:

*Jennifer Riechers*