

EXHIBIT

"A"

WASTEWATER SERVICE AREA TRANSFER AGREEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This WASTEWATER SERVICE AREA TRANSFER AGREEMENT (this "Agreement") is entered into by and between **Brushy Creek Municipal Utility District**, a conservation and reclamation district of the State of Texas created and operating pursuant to Chapters 49 and 54 of the Texas Water Code (the "District") and **City of Round Rock, Texas**, a home rule municipality (the "City") to be effective as of the last date of execution below ("Effective Date"). The District and the City are each referred to herein as a "Party" and are collectively referred to herein as the "Parties."

Recitals

WHEREAS, the City is the holder of Water Certificate of Convenience and Necessity No. 11047 and Sewer Certificate of Convenience and Necessity No. 20421 (the "City Sewer CCN"); and

WHEREAS the District is the holder of Water Certificate of Convenience and Necessity No. 11773 and Sewer Certificate of Convenience and Necessity No. 20592 (the "District Sewer CCN"); and

WHEREAS, Texas Water Code ("TWC") §13.248 authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the "PUC") after public notice and hearing; and

WHEREAS, it has been determined that the District provides wastewater service to that certain real property more particularly described as Lots 1 and 2, Block "A", KING OF KINGS ADDITION, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet N, Slides 53-55, Plat Records, Williamson County, Texas (the "Transfer Tract"), but the Transfer Tract is located within the City Sewer CCN area; and

WHEREAS, King of Kings Lutheran Church of Round Rock, Texas ("Customer") owns a church that is located within the Transfer Tract, and Customer desires that the District provide retail wastewater service to the church, and supports the proposed transfer of the retail wastewater certificated service rights for the Transfer Tract from the City Sewer CCN to the District Sewer CCN; and

WHEREAS, the Parties desire to transfer the retail wastewater certificated service rights for the Transfer Tract from the City Sewer CCN to the District Sewer CCN in accordance with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, it is agreed as follows:

I.
Transfer of Sewer CCN Territory

1. **Purpose.** This Agreement shall be a “contract” designating areas and customers to be served by the Parties in accordance with TWC § 13.248.
2. **Transfer.** Subject to PUC approval, the portion of the City Sewer CCN that overlaps the Transfer Tract is hereby transferred from the City Sewer CCN to the District Sewer CCN; and the Parties hereby agree to the modifications of the boundaries of their respective sewer CCNs accordingly.
3. **PUC Application.** The District agrees to take all necessary steps and pay all costs to prepare, file, and advance the application at the PUC to transfer the Transfer Tract from the City Sewer CCN to the District Sewer CCN. The City agrees to cooperate with the District in advancing such application should the need arise.
4. **Service Obligations.**
 - a. The Parties agree that upon PUC approval of the application to transfer the Transfer Tract from the City Sewer CCN to the District Sewer CCN, the City shall have no obligation to provide retail wastewater service to the Transfer Tract.
 - b. The Parties agree that the Transfer Tract is located within the certificated water service territory of the City. Nothing in this Agreement shall change the certificated water service rights of either Party, and the City shall continue to provide retail water service to the Transfer Tract in accordance with its Water CCN and City policies.
5. **No Customers Transferred.** Although the Transfer Tract is located within the City Sewer CCN, the Parties agree that as of the Effective Date, the District provides wastewater service to Customer and to the Transfer Tract. As a result, the approval of this Agreement by PUC will not transfer Customer, or any other customers, from the City to the District and instead, will allow the District to continue to provide sewer service to an existing customer. Although Customer is not a party to this Agreement, Customer has executed the Acknowledgement attached hereto to evidence its consent to transfer of the certificated wastewater service rights from the City Sewer CCN to the District Sewer CCN.

II.
Water Usage Data and Disconnection for Nonpayment

6. **Billing and Collection Services.** From and after the Effective Date, the District shall be responsible for billing and collecting payment from Customer for retail sewer service furnished by the District to the Transfer Tract.
7. **Water Usage Information.** Within ten (10) days after the Effective Date of this Agreement, the City shall furnish to the District the water consumption data for the Customer for each month for the 12-month period preceding the Effective Date. Thereafter, the City agrees to furnish to the District each month, at no cost to the District, the water consumption data of Customer for the preceding monthly consumption period. The City agrees to furnish to the District a copy of Customer’s retail water bill within 72 hours after it is sent to Customer. The bill shall be sent electronically by the City to the District at the following email address of the District:

NEED EMAIL ADDRESS

The District may also request a copy of Customer's water usage data for any period from time to time by making such a request for such data to the following email address of the City:

ubmgmt@roundrocktexas.gov

The City shall furnish the requested data at no cost or expense to the District within 72 hours after receipt of the request.

Either Party may change its email addresses by providing electronic notice thereof to the other Party, or by providing notice in accordance with the procedures set forth in Section 11 below.

8. **Delinquency/Disconnection.** If at any time the Customer fails to pay any amounts payable to the District under the District's Rate order (including delinquent fees, if any) and upon receipt of written request from the District, the City shall terminate water utility services to the Customer in accordance with the procedures specified by applicable law and the City's ordinances then in effect. The City shall never be obligated to bring any legal action, use any outside debt collection service, or take any other action other than termination of water service in its ordinary course of business as a means of collecting moneys owed to the District for wastewater services provided by the District to Customer.

9. **Reconnection.** In the event water service is disconnected for nonpayment of sanitary sewer service charges, except as otherwise required by law or as agreed to by the District, the City shall not provide water services to Customer until the District's receipt of payment of all delinquent sanitary sewer charges, plus any applicable late charges and disconnect fees that are then collectible in accordance with the District's rules, policies and Rate Order. Upon receipt of payment of the delinquent charges, the District shall notify the City accordingly, which shall reconnect water service in accordance with its standard operating procedures.

10. **Fees.** Commencing upon the Effective Date, the District agrees to pay to the City its standard service trip charge for each disconnection and reconnection of service performed as a result of nonpayment of sewer charges owed to the District. This charge shall not be applicable for the termination of service by the City if service would otherwise be terminated for nonpayment for water service. The District shall provide payment of this fee within thirty (30) days after receipt of a written invoice from the City.

11. **Termination.** Either Party may terminate the terms of Article II of this Agreement by providing not less than ninety (90) days prior written notice of such termination to the other Party.

**III.
Miscellaneous**

12. **Term.** This Agreement shall continue in effect for ten (10) years from the Effective Date or until it terminates prior thereto according to its terms. This Agreement shall automatically renew for successive terms of ten (10) years unless either Party provides written notice of nonrenewal to the other Party not later than ninety (90) days before the expiration of the then current term.

13. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.

14. **Entire Agreement.** This Agreement reflects the entire agreement between the Parties regarding the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

15. **Notices.** All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section of a change of address or other information provided herein:

If to the City:

City Manager
City of Round Rock
221 E. Main St.
Round Rock, Texas 78664

If to District:

General Manager
Brushy Creek Municipal Utility District
16318 Great Oaks Drive
Round Rock, Texas 78681

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above.

16. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors, but shall not otherwise be assignable by any Party without prior written consent of the other Party.

17. **Venue.** Actions taken by either Party in connection with this Agreement shall be deemed to have occurred in Williamson County, Texas.

18. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.

19. **Multiple Originals.** This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

20. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

21. **Enforceability.** The Parties agree that this Agreement constitutes the legal, valid and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

**BRUSHY CREEK MUNICIPAL UTILITY
DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, _____ of Brushy Creek Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said district.

Notary Public – State of Texas

[SEAL]

CITY OF ROUND ROCK

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, _____ of the City of Round Rock, a Texas home rule municipality, on behalf of said municipality.

Notary Public – State of Texas

[SEAL]

ACKNOWLEDGEMENT BY CUSTOMER:

**KING OF KINGS LUTHERAN CHURCH OF
ROUND ROCK, TEXAS**, a Texas nonprofit
corporation

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the _____ day of _____,
2022, by _____, _____ of King of Kings Lutheran
Church, a Texas nonprofit corporation, on behalf of said corporation.

Notary Public – State of Texas

[SEAL]