



PROJECT FUNDING REQUEST

BOARD DATE: November 6, 2024

Team Manager: David Firgens

ACTION REQUESTED

Consider approving by resolution a request from the Royal Oaks Apartments (Gillespie County) for \$665,000 in principal forgiveness from the Drinking Water State Revolving Fund for planning, design, and construction of a water system improvement project.

STAFF RECOMMENDATION

☒ Approve No Action

BACKGROUND

The Royal Oaks Apartments is located a few miles northwest of Fredericksburg or 85 miles west of Austin. There are approximately 22 residents and an estimated population of 60.

PROJECT NEED AND DESCRIPTION

In October 2021, the Royal Oaks Apartments public water system received an administrative order from the Texas Commission on Environmental Quality (TCEQ) due to a high concentration of nitrates in their potable water. The current water well is less than 150 feet from a septic drainfield, lacks a TCEQ-required sanitary control easement, and has TCEQ violations for both coliform and nitrates. The distribution system utilizes one-inch water lines that are undersized for their use and is not metered. Leaks are not easily detected and the current well is insufficient to meet current demand.

The proposed project is to add a new water well with an annual production capacity of 24.7 acre-feet per year, one 5,000-gallon ground storage tank, one 500-gallon hydropneumatic tank, 22 water meters, a generator, and approximately 1,800 linear-feet of transmission and distribution lines. An asset management plan will also be developed for the water system.

PROJECT SCHEDULE

Task	Schedule Date
Closing	January 15, 2025
Engineering Feasibility Report Completion (End of Planning Phase)	September 1, 2025
Design Phase Completion	August 1, 2026
Start of Construction	September 30, 2026
Construction Completion	October 31, 2027

COMMITMENT PERIOD: FOUR (4) MONTHS TO EXPIRE MARCH 31, 2025
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KEY ISSUES

Royal Oaks Apartments qualifies for principal forgiveness as a small/rural disadvantaged and very small system. The funding being provided by the Texas Water Development Board is in the form of 100 percent principal forgiveness and therefore is not subject to a risk score analysis. Also, Royal Oaks Apartments is an investor-owned utility and is not required to provide a water conservation plan. However, the proposed financing includes funds to complete a water conservation plan.

LEGAL/SPECIAL CONDITIONS

- Conveyance and conversion
- Water rights certification

Attachments:

1. Financial Review
2. Project Budget
3. Resolution (24-)
4. Water Conservation Review
5. Location Map

Responsible Authority	Royal Oaks Apartments
Program	DWSRF
Commitment Number	LF1001947
Project Number	63004
List Year	2024
Type of Pledge	N/A
Pledge Level (if applicable)	N/A
Legal Description	\$665,000 Principal Forgiveness Agreement
Tax-exempt or Taxable	Taxable
Refinance	No
Outlay Requirement	Yes
Disbursement Method	Escrow
Outlay Type	Outlay = Escrow Release
Qualifies as Disadvantaged	Yes
State Revolving Fund Type	Equivalency
Financial Managerial & Technical Complete	Yes
Phases Funded	Planning, Design, and Construction
Pre-Design	Yes
Project Consistent with State Water Plan	Yes
Water Conservation Plan	N/A
Overall Risk Score	N/A

PROJECT TEAM

Team Manager	Financial Analyst	Engineering Reviewer	Environmental Reviewer	Attorney
David Firgens	Arnoldo Rubio	Shubham Aggarwal	Chris Caran	Marshall Walters



Project Budget Summary

Royal Oaks Apartments 63004

Royal Oaks Water System

Improvements

Budget Items	TWDB Funds	Total
Construction		
Construction	\$505,000.00	\$505,000.00
Subtotal for Construction	\$505,000.00	\$505,000.00
Basic Engineering Services		
Construction Engineering	\$10,500.00	\$10,500.00
Design	\$38,500.00	\$38,500.00
Planning	\$21,000.00	\$21,000.00
Subtotal for Basic Engineering Services	\$70,000.00	\$70,000.00
Special Services		
Environmental	\$7,500.00	\$7,500.00
Permits	\$6,000.00	\$6,000.00
Project Management (by engineer)	\$7,000.00	\$7,000.00
Surveying	\$15,000.00	\$15,000.00
Water Conservation Plan	\$4,500.00	\$4,500.00
Subtotal for Special Services	\$40,000.00	\$40,000.00
Contingency		
Contingency	\$50,000.00	\$50,000.00
Subtotal for Contingency	\$50,000.00	\$50,000.00
Total	\$665,000.00	\$665,000.00

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE
TO THE ROYAL OAKS APARTMENTS
FROM THE DRINKING WATER STATE REVOLVING FUND
THROUGH \$665,000 IN PRINCIPAL FORGIVENESS

(24 -)

Recitals:

The Royal Oaks Apartments, located in Gillespie County has filed an application for financial assistance in the amount of \$665,000 from the Drinking Water State Revolving Fund (DWSRF) to finance planning, design, and construction of certain water system improvements identified as Project No. 63004.

The Royal Oaks Apartments seeks financial assistance from the Texas Water Development Board (TWDB) in the amount of \$665,000 with 100 percent to be forgiven, as is more specifically set forth in the application and in recommendations of the TWDB's staff.

The commitment is approved for funding under the TWDB's pre-design funding option, and initial and future releases of funds are subject to 31 TAC § 371.13.

Findings:

1. No debt obligations are to be assumed by the Royal Oaks Apartments for the financial assistance and no taxes or revenues are required to be pledged by the Royal Oaks Apartments in accordance with Texas Water Code § 15.607.
2. The application and assistance applied for meet the requirements of the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*
3. The Royal Oaks Apartments has demonstrated that the implementation of a water conservation plan is not reasonably necessary for conservation pursuant to Texas Water Code § 16.4021(d).
4. The TWDB has approved a regional water plan for the region of the state that includes the area benefiting from the project and the needs to be addressed by the project will be addressed in a manner that is consistent with the approved regional and state water plans, as required by Texas Water Code § 16.053(j).
5. The Royal Oaks Apartments meets the definition of a "small" or "rural" disadvantaged community in the applicable IUP and is therefore eligible for principal forgiveness in the amount of \$265,000.
6. The Royal Oaks Apartments meets the definition of a very small system in accordance with the current Intended Use Plan, and is therefore eligible for principal forgiveness in the amount of \$400,000.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to the Royal Oaks Apartments for financial assistance in the amount of \$665,000 from the Drinking Water State Revolving Fund with 100 percent to be forgiven. This commitment will expire on March 31, 2025.

The commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand as determined by the TWDB. If the financial assistance is funded with available cash-on-hand, the TWDB reserves the right to change the designated source of funds to bond proceeds issued for the purpose of reimbursing funds used to provide the financial assistance approved in this Resolution.
2. This commitment is contingent upon the Royal Oaks Apartments's compliance with all applicable requirements contained in 31 TAC Chapter 371.
3. This commitment is contingent on the Royal Oaks Apartments executing a Principal Forgiveness Agreement in a form and substance acceptable to the Executive Administrator.
4. The Royal Oaks Apartments shall return any principal forgiveness funds determined to be surplus funds in a manner determined by the Executive Administrator.
5. The Principal Forgiveness Agreement must contain a provision that the Royal Oaks Apartments agrees to comply with all of the conditions set forth in the TWDB Resolution that incorporates those conditions.
6. The Principal Forgiveness Agreement must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Principal Forgiveness Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.
7. Financial assistance funds are public funds and, as such, the Principal Forgiveness Agreement must include a provision requiring that these proceeds be held at a designated state depository institution or other properly chartered institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.
8. Financial assistance funds shall not be used by the Royal Oaks Apartments when sampling, testing, removing, or disposing of contaminated soils or media at the project site except for an LSLR project or associated activity directly connected to the identification, planning, design, and replacement of lead service lines OR for an EC project to address PFAs or any contaminant listed on EPA's Contaminant Candidate Lists. The Obligations must include a provision that states the Royal Oaks Apartments is solely responsible for liability resulting from acts or omissions of the Royal Oaks Apartments, its employees, contractors, or agents arising from the

sampling, analysis, transport, storage, treatment, recycling, and disposition of any contaminated sewage, sludge, contaminated sediments, or contaminated media that may be generated by the Royal Oaks Apartments, its contractors, consultants, agents, officials, or employees as a result of activities relating to the Project to the extent permitted by law.

9. Before closing, and if not previously provided with the application, the Royal Oaks Apartments shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel for the project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed under the contract, and acceptable to the Executive Administrator.
10. Before closing, when any portion of the financial assistance is to be held in escrow or in trust, the Royal Oaks Apartments shall execute an escrow or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit the executed agreement to the TWDB.
11. The Obligations must contain a provision requiring the Royal Oaks Apartments to maintain insurance coverage sufficient to protect the TWDB's interest in the project.

State Revolving Fund Conditions:

12. The Royal Oaks Apartments shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines.
13. the Principal Forgiveness Agreement must include a provision stating that all laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The Royal Oaks Apartments, all contractors, and all sub-contractors shall ensure that all project contracts mandate compliance with Davis-Bacon. All contracts and subcontracts for the construction of the project carried out in whole or in part with financial assistance made available in this commitment shall insert in full, in any contract in excess of \$2,000, the contract clauses as provided by the TWDB.
14. The Principal Forgiveness Agreement must include a provision stating that the Royal Oaks Apartments shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The Royal Oaks Apartments shall obtain a Unique Entity Identification Number and shall register with System for Award Management (SAM) and maintain current registration at all times during which the Obligations are outstanding.
15. The Obligations shall provide that all loan proceeds will be timely and expeditiously used, as required by 40 CFR § 35.3135(d), and also shall provide that the Royal Oaks Apartments will adhere to the approved project schedule.

16. The Principal Forgiveness Agreement must contain a covenant that the Royal Oaks Apartments will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 371.4 and related State Revolving Fund Policy Guidelines.
17. The Principal Forgiveness Agreement must contain a covenant that the Royal Oaks Apartments will abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58.
18. The Principal Forgiveness Agreement must contain a covenant that the Royal Oaks Apartments shall abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

Drinking Water State Revolving Fund Conditions:

19. Before closing, the Texas Commission on Environmental Quality must make a determination, the form and substance of which is satisfactory to the Executive Administrator, that the Royal Oaks Apartments has demonstrated the necessary financial, managerial, and technical capabilities to proceed with the project or projects to be funded with the proceeds of these Obligations.
20. Before release of funds for professional consultants including, but not limited to, the engineer, financial advisor, and bond counsel, as appropriate, the Royal Oaks Apartments must provide documentation that it has met all applicable state procurement requirements as well as all federal procurement requirements under the Disadvantaged Business Enterprises program.

Special Conditions:

21. The Royal Oaks Apartments must notify the Executive Administrator in writing, thirty (30) days before taking any actions to alter its legal status in any manner.
22. The Obligations must include a provision requiring that the Royal Oaks Apartments notify the Executive Administrator in writing before taking any action to convey its Obligations held by the TWDB to another entity, the conveyance and the assumption of the Obligations must be approved by the TWDB.
23. Before the release of funds for the costs of planning, engineering, architectural, legal, title, fiscal, or economic investigation, studies, surveys, or designs for that portion of a project that proposes surface water or groundwater development, the Executive Administrator must either issue a written finding that the Royal Oaks Apartments has the right to use the water that the project financed by the TWDB will provide or a written determination that a reasonable expectation exists that such a finding will be made before the release of funds for construction.
24. Before the release of construction funds for that portion of a project that proposes surface water or groundwater development, the Executive Administrator must issue

a written finding that the Royal Oaks Apartments has the right to use the water that the project financed by the TWDB will provide.

APPROVED and ordered of record this 6th day of November 2024.

TEXAS WATER DEVELOPMENT BOARD

Brooke T. Paup, Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

Review Date:

Project ID:

Water

Wastewater

Other

WATER CONSERVATION REVIEW

Entity:

Other entity:

WATER CONSERVATION PLAN DATE:**Approvable****Adopted**

	Total GPCD	Residential GPCD	Water Loss GPCD
Baseline			
5-year Goal			
10-year Goal			

WATER LOSS AUDIT YEAR:

Service connections:

Length of main lines (miles):

Water Loss GCD:

Retail population:

Connections per mile:

Water Loss GPCD:

ILI:

Real Loss GMD:

WATER LOSS THRESHOLDS

Water Loss Project:

Waiver Requested:

Wholesale Adjusted:

Threshold Type:

Apparent Loss GCD		Real Loss GCD	
Reported	Threshold	Reported	Threshold

Does the applicant meet Water Loss Threshold Requirements?

Yes**No****NA****ADDITIONAL INFORMATION****STAFF NOTES AND RECOMMENDATIONS**

DEFINITIONS

Adopted refers to a water conservation plan that meets the minimum requirements of the water conservation plan rules and has been formally approved and adopted by the applicant's governing body.

Apparent losses are paper losses that occur when the water reaches a customer, but the volume is not accurately measured and/or recorded due to unauthorized consumption, customer meter inaccuracy, or billing system and collection data errors.

Approvable refers to a water conservation plan that substantially meets the minimum requirements of the water conservation plan rules but has not yet been adopted by the applicant's governing body.

Best Management Practices are voluntary efficiency measures that save a quantifiable amount of water, either directly or indirectly, and that can be implemented within a specific time frame.

GPCD means gallons per capita per day.

GCD means gallons per connection per day.

GMD means gallons per mile per day.

Infrastructure Leakage Index (ILI) is the current annual real loss divided by the unavoidable annual real loss (theoretical minimum real loss) and only applies to utilities with more than 3,000 connections and a connection density of more than 16 connections per mile. The **ILI** is recommended to be less than 3 if water resources are greatly limited and difficult to develop, between 3 and 5 if water resources are adequate to meet long-term needs but water conservation is included in long-term water planning, and between 5 and 8 if water resources are plentiful, reliable, and easily extracted. The **ILI** is recommended as a bench marking tool, but until there is increased data validity of the variables used in the calculation, the **ILI** should be viewed with care.

NA means not applicable.

Real losses are the physical losses, largely leakage, from the infrastructure: mains, valves, and storage tank overflows. Real loss constitutes background leakage (unreported and difficult to detect), unreported leakage (leaks that do not surface but could be detected), and reported leakage (leaks that often surface and those that are detected by the utility through leak detection).

Residential GPCD is the amount of residential water use (single and multi-family customer use) divided by the residential population divided by 365.

Total GPCD is the amount of total system input volume divided by the retail population divided by 365.

Total water loss is the sum of the apparent and real water losses.

Water loss is the difference between the input volume and the authorized consumption within a water system. Water Loss consists of real losses and apparent losses.

Water Loss GPCD is the amount of water loss divided by the retail population divided by 365.

Water Loss per Connection per Day Calculated as the water loss volume divided by the number service connections divided by 365. This indicator allows for reliable performance tracking in the water utility's efforts to reduce water losses. It replaces water loss percentage.

Water Loss Thresholds are levels of real and apparent water loss determined by the connection density of a retail public utility, at or above which a utility receiving financial assistance from the Texas Water Development Board must use a portion of that financial assistance to mitigate the utility's system water loss.

Wholesale Adjusted represents that some utilities provide large volumes of wholesale water to other providers that travel through the general distribution system, so a calculation has been established to adjust for that volume of wholesale water. These adjustments are only applicable for use in determining whether a utility meets or exceeds water loss thresholds in review of their application for financial assistance. These adjustments should not be used for performance tracking or benchmarking.



Royal Oaks Apartments Gillespie County

