

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
NOTICE OF MEETING**

**TO: THE BOARD OF DIRECTORS OF THE WEST TRAVIS COUNTY PUBLIC
UTILITY AGENCY AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the West Travis County Public Utility Agency (“WTCPUA”) will hold a meeting at 1:00 p.m. on Thursday, February 15, 2024 at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas.

The following matters will be considered and may be acted upon at the meeting.

Public comments will be accepted only during designated portions of the Board meeting. Citizens wishing to address the Board should complete the Public Comment Form provided at the entrance to the meeting room so they may be recognized to speak. Speakers will be limited to three minutes to facilitate the opportunity to comment by all those so interested and to support the orderly flow of the meeting.

I. CALL TO ORDER

II. ESTABLISH QUORUM

III. PUBLIC COMMENT

IV. CONSENT AGENDA

- A. Approve minutes of December 14, 2023 Regular Board Meeting and January 3, 2024 Special Board Meeting.**
- B. Approve payment of invoices and other bookkeeping matters, including:**
 - 1. Quarterly Investment Report.**
- C. Ratify payments approved by General Manager:**
 - 1. BOK Financial, Series 2015 Revenue Bonds, \$268,656.25;**
 - 3. BOK Financial, Series 2017 Revenue Refunding Bonds, \$3,013,450.00;**
 - 4. BOK Financial, Series 2019 Revenue Bonds, \$303,100.00;**
 - 5. BOK Financial Series 2022 Revenue Bonds, \$853,637.50;**
 - 6. Cash Construction Company, Inc., Pay App #17 and Final, 30” Raw Water Transmission Main No. 2, \$130,580.00;**
 - 7. Hays County, Darden Hill at Sawyer Ranch Roundabout, \$154,199.53;**
 - 8. Landmark Structures, Pay App #6, 1240 EST, \$109,668.00;**

- D. Approve Contractor Pay Requests and invoices including:**
 - 1. Landmark Structures, Pay Application #7, \$162,839.50, 1240 EST;**
 - 2. T. Morales Company Electric & Controls, Ltd., Pay Application #1 and Final, \$331,700.00, County Line 1420 Pump Station Generator Replacement.**

- E. Approve Contractor Change Orders:**
 - 1. Landmark Structures, Change Order #1, \$46,006.00, 1240 EST.**

V. NEW BUSINESS

- A. Discuss, consider and take action regarding update on litigation with Belvedere Homeowners Association, Inc. and Belvedere Municipal Utility District (S. Clark).**

(This item may be taken into Executive Session under the consultation with attorney exception).

- B. Discuss, consider and take action on Amendment to the Water and Sewer Development Policies (J. Riechers).**

(This item may be taken into Executive Session under the consultation with attorney exception).

- C. Discuss, consider and take action on approval of City of Dripping Springs Wholesale Water Agreement (J. Riechers).**

(This item may be taken into Executive Session under the consultation with attorney exception).

- D. Discuss, consider and take action on Service Availability Letters for:**
 - 1. Harris Ranch, 68 Water LUEs, 71 System.**
 - 2. Penn Ranch, 1416 Water LUEs, 290 System.**
 - 3. Lunaroya/Silver Creek, 28 Water LUEs, 290 Water System.**

- E. Discuss, consider and take action on Non Standard Service Agreements for:**
 - 1. Harris Ranch, 68 Water LUEs, 71 System.**
 - 2. Lunaroya/Silver Creek, 28 Water LUEs, 290 Water System.**

- F. Discuss, consider and take action on Engagement Letters from Nelisa Heddin Consulting for 2024 Rate Study and 2024 Impact Fee Study (J. Riechers).**

- G. Discuss, consider and take action on Purchase Agreement for Easement on Parcel 64 and Parcel 65 for the 1080 Waterline (J. Riechers).**

(This item may be taken into Executive Session under the consultation with attorney exception).

- H. Discuss, consider and take action on Memorandum of Understanding with City of Bee Cave for effluent use at City Park (J. Riechers).**
- I. Discuss, consider and take action on Memorandum of Understanding with City of Bee Cave for Commercial Irrigation Policy.**
- J. Discuss, consider and take action on Billing Services Agreement with Travis County MUD 22 for wastewater services (J. Riechers).**
- K. Discuss, consider and take action on Notice to Proceed for 1080 Phase B construction (G. Murfee).**
- L. Discuss, consider and take action on Proposal from Malone Wheeler, Inc. for Bee Cave Elementary Wastewater Lift Station conversion (J. Riechers).**
- M. Discuss, consider and take action on Proposal from Malone Wheeler, Inc. for revisions to the PUA Drought Contingency Plan (J. Riechers).**
- N. Discuss possible date for March Special Meeting (J. Riechers).**

VI. STAFF REPORTS

- A. General Manager’s Report (J. Riechers).**
- B. Controller’s Report (J. Smith).**
- C. Operation’s Report (E. Morgan).**
- D. Engineering Report (G. Murfee).**

VII. ADJOURNMENT

Dated: February 11, 2024



Jennifer Riechers
WTCPUA General Manager

The Board of Directors may go into Executive Session, if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters under the following sections: Texas Government Code Ann. 551.071

– Consultation with Attorney; Texas Government Code Ann. 551.072 – Real and Personal Property; Texas Government Code Ann. 551.074 – Personnel Matters. No final action, decision, or vote will be taken on any subject or matter in Executive Session.

The West Travis County Public Utility Agency is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call Jennifer Riechers, General Manager at (512) 263-0100 for information.

IV. CONSENT AGENDA

ITEM A

**MINUTES OF MEETING OF
THE BOARD OF DIRECTORS OF THE
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

December 14, 2023

Board:

Scott Roberts, President
Jack Creveling, Vice President
Walt Smith, Secretary/Treasurer
Jason Bethke, Director
Clint Garza, Director

Staff and Consultants:

Jennifer Riechers, Agency General Manager
Eric Morgan, Agency Operations Manager
Jennifer Smith, Agency Controller
Lauren J. Kalisek (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
Kathryn Thiel (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
Jason Baze (Murfee Engineering Company, Inc.), District Engineer
George Murfee (Murfee Engineering Company, Inc.), District Engineer

I. CALL TO ORDER

The meeting was called to order by President Roberts at 1:03 p.m.

II. ESTABLISH QUORUM

A quorum was established with the above-referenced Directors, staff and consultants present.

III. PUBLIC COMMENT

Andrew Graham with the Morning Group provided comments. Mr. Graham requested that the Board table New Business item G regarding the 1st Amendment for the Pearl Non-Standard Service Agreement to allow for additional discussions with staff.

IV. CONSENT AGENDA

- A. Approve minutes of October 19, 2023 Regular Board Meeting and November 28, 2023 Special Board Meeting.**
- B. Approve payment of invoices and other bookkeeping matters.**
- C. Ratify payments approved by General Manager:**
 - 1. G Creek, Pay App #8, Uplands WTP Renovation, \$257,792.00;**

2. **G Creek, Pay App #8 and Final, Permanganate Chemical Feed Relocation, \$35,215.79;**
3. **Landmark Structures, Pay App #4, 1240 EST, \$411,487.75;**
4. **Process Water Technologies, Pay App #4 & Final, Wastewater Sludge Dewatering Equipment, \$36,950.00.**

D. Approve Contractor Pay Requests and invoices including:

1. **Landmark Structures, Pay Application #5, \$130,167.57, 1240 EST;**
2. **S.J. Louis Construction of Texas, Ltd., Pay App #12 & Final, \$204,040.32, 1080 Transmission Main;**

E. Approve Engagement Letter with Maxwell Locke and Ritter to perform FY 2024 Audit.

MOTION: A motion was made by Director Roberts to approve the Consent Agenda, presented in item IV. A-E of the Board Packet. The motion was seconded by Director Garza.

The vote was taken with the following result:

Voting Aye: Unanimous

Voting Nay:

Abstained:

Absent:

V. NEW BUSINESS

- A. Discuss, consider and take action regarding litigation with Belvedere Homeowners Association, Inc. and Belvedere Municipal Utility District (D-1-GN-23-008500) (S. Clark)**
(This item may be taken into Executive Session under the consultation with attorney exception).

This item was taken into Executive Session under the consultation with attorney exception at 1:13 p.m. in accordance with Texas Government Code Section 551.071.

Open session resumed at 2:48 p.m. This item was postponed until the next board meeting.

- B. Discuss, consider and take action on geologic evaluation report from Lonquist & Co., LLC (J. Creveling).**

Jack Creveling presented this item. Mr. Creveling stated that the reports did not reflect the expected outcome and the team from Lonquist & Co. is looking at new potential solutions including saltwater disposal and further exploration of well borings. Mr. Creveling stated that updated recommendations will be presented at the

next Board meeting. Director Roberts requested that staff explore options for disposal in Lake Austin or Lake Travis. No action was taken on this item.

C. Discuss, consider and take action on proposal from Lonquist & Co., LLC for additional studies for wastewater disposal options (J. Creveling).

Jack Creveling presented this item in conjunction with new business item B. No action was taken.

**D. Discuss, consider and take action on proposed service area for City of Dripping Springs Wholesale Water Contract (G. Murfee).
(This item may be taken into Executive Session under the consultation with attorney exception).**

This item was taken into Executive Session under the consultation with attorney exception in accordance with Texas Government Code Section 551.071. No action was taken.

E. Discuss, consider and take action on Service Availability Letter and Non Standard Service Agreement with Stormwater Management, LLC for 245 Water and Wastewater LUEs in the 71 System (J. Riechers).

This item was postponed until the February Board meeting.

F. Discuss, consider and take action on Second Amendment to Fitzhugh 83 Non Standard Service Agreement (J. Riechers).

This item was presented by Jennifer Riechers. Ms. Riechers presented the Board with information regarding the reimbursement agreement that allows for the replacement of 8 inch lines with 16 inch lines.

MOTION: A motion was made by Director Smith to approve this item, presented in item V.F of the Board Packet. The motion was seconded by President Roberts.

The vote was taken with the following result:

Voting Aye: Unanimous

Voting Nay:

Abstained:

Absent:

G. Discuss, consider and take action on First Amendment to The Pearl Non Standard Service Agreement (J. Riechers).

This item was postponed and will be presented at a future Board meeting.

- H. Discuss, consider and take action on Dripping Springs Water Supply Corporation Amended Wholesale Water Agreement (J. Riechers).
(This item may be taken into Executive Session under the consultation with attorney exception).**

This item was taken into Executive Session under the consultation with attorney exception in accordance with Texas Government Code Section 551.071.

The Board discussed establishing a sub-committee to work on negotiation of a restated wholesale agreement with Dripping Springs Water Supply Corporation and the Corporation's request for additional water. President Roberts asked J. Riechers to present an item at a future Board meeting authorizing the construction of a flow control valve for the Dripping Springs line and requested engineering staff to provide a cost estimate.

- MOTION: A motion was made by President Roberts and Director Smith to approve establishing a sub-committee to engage Dripping Springs Water Supply Corporation in negotiation/renegotiation of the wholesale water contract and request for additional water. The motion was seconded by Director Smith.**

The vote was taken with the following result:

Voting Aye: Unanimous

Voting Nay:

Abstained:

Absent:

- I. Discuss, consider and take action on Resolution declaring the public necessity for acquiring by condemnation certain described real property interests for purposes of the 1240 transmission main project and authorizing legal proceedings to secure right of entry (10308 Derecho Drive, Austin, Texas 78737) (L. Kalisek).
(This item may be taken into Executive Session under the consultation with attorney exception).**

This item was taken into Executive Session under the consultation with attorney exception in accordance with Texas Government Code Section 551.071.

- MOTION: A motion was made by Director Garza to approve this item, presented in item V.I of the Board Packet. The motion was seconded by Director Smith.**

The vote was taken with the following result:

Voting Aye: Unanimous

Voting Nay:

Abstained:

Absent:

VI. STAFF REPORTS

A. General Manager's Report (J. Riechers).

No discussion.

B. Controller's Report (J. Smith).

Jennifer Smith presented this item. Ms. Smith discussed the recent changes to the connection fee policy. Ms. Smith stated that the agency had collected \$5.4 million in impact fees. Ms. Smith further stated the Agency was 15% short of its goal.

C. Operation's Report (E. Morgan).

No discussion.

D. Engineering Report (G. Murfee).

No discussion.

VII. ADJOURNMENT

MOTION: A motion was made by Director Garza to adjourn the meeting. The motion was seconded by Director Smith.

The vote was taken with the following result:

Voting Aye: Unanimous

Voting Nay:

Abstained:

Absent:

The meeting was adjourned at 2:51 p.m.

PASSED AND APPROVED this 15th day of February 2024.

Walt Smith, Secretary
Board of Directors

**MINUTES OF MEETING OF
THE SPECIAL BOARD OF DIRECTORS OF THE
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

January 3, 2024

Board:

Scott Roberts, President
Jack Creveling, Vice President
Walt Smith, Secretary/Treasurer
Clint Garza, Director

Staff and Consultants:

Jennifer Riechers, Agency General Manager
Sara Clark (Scott Douglas McConnico LLP), Agency Litigation Counsel

I. CALL TO ORDER

The meeting was called to order by President Roberts at 2:32 p.m.

II. ESTABLISH QUORUM

A quorum was established with the above-referenced Directors, staff and consultants present.

III. PUBLIC COMMENT

There was no public comment.

IV. NEW BUSINESS

A. Discuss, consider and take action on Settlement Agreement with Belvedere Homeowners Association, Inc. and Belvedere Municipal Utility District.

This item was taken into Executive Session under the consultation with attorney exception at 2:35 p.m. in accordance with Texas Government Code Section 551.071.

Director Creveling recused himself from deliberations and the vote on this item.

Director Smith arrived at 2:40 p.m.

Open session resumed at 2:49 p.m. No action was taken in Executive Session.

President Roberts gave direction to the General Manager to authorize the settlement of the lawsuit.

V. ADJOURNMENT

MOTION: A motion was made by Director Roberts to adjourn the meeting. The motion was seconded by Director Garza.

The vote was taken with the following result:

Voting Aye: President Roberts, Directors Creveling, Smith and Garza

Voting Nay:

Abstained:

Absent: Director Bethke

President Roberts adjourned the meeting at 2:49 p.m.

PASSED AND APPROVED this 14th day of February, 2024.

Walt Smith, Secretary

ITEM B



West Travis County Public Utility Agency

Check Report

By Check Number

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank-AP Bank						
00825	Hill Country Texas Galleria, LLC	12/15/2023	EFT	0.00	17,357.86	181
110812012023	Invoice	12/01/2023	Lease Expense	0.00	17,357.86	
02895	Jennifer Hoff	12/15/2023	EFT	0.00	8,000.00	182
2023.12.15	Invoice	12/15/2023	Public Relations Services	0.00	8,000.00	
02764	Malone Wheeler, Inc	12/21/2023	EFT	0.00	32,735.00	184
23908	Invoice	12/01/2023	General Engineering Services	0.00	7,050.00	
23910	Invoice	12/01/2023	Southwest Parkway PS Generator - EPP W	0.00	4,695.00	
23911	Invoice	12/01/2023	RWI & WTP Emergency Power Feasibility	0.00	4,167.50	
23912	Invoice	12/01/2023	Uplands WTP Sludge Dewatering	0.00	15,860.00	
23913	Invoice	12/01/2023	Effluent Mgmt Master Plan Implementati	0.00	962.50	
00825	Hill Country Texas Galleria, LLC	12/27/2023	EFT	0.00	17,357.05	185
110801012024	Invoice	01/01/2024	Lease Expense	0.00	17,357.05	
02081	TX Health Benefits Pool	12/27/2023	EFT	0.00	40,066.36	186
PWESTTR12401	Invoice	01/01/2024	Employee Benefits - January 2024	0.00	40,066.36	
02826	Aerzen USA Corp	12/06/2023	Regular	0.00	321.17	6691
SEPI-23-005936	Invoice	11/20/2023	Delta Lube for WO #4106	0.00	321.17	
02894	AMDT LLC	12/06/2023	Regular	0.00	450.00	6692
815929	Invoice	11/29/2023	Monthly Drug Testing	0.00	450.00	
00102	Aqua-Tech Laboratories, Inc	12/06/2023	Regular	0.00	4,350.75	6693
68002	Invoice	11/23/2023	October 2023 Analysis - Bohls WWTP	0.00	1,610.25	
68003	Invoice	11/23/2023	October 2023 Analysis	0.00	1,196.00	
68004	Invoice	11/23/2023	October 2023 Analysis - Lakepointe WWT	0.00	1,340.25	
68005	Invoice	11/23/2023	October 2023 Analysis WTP	0.00	204.25	
00245	Brenntag Southwest Inc.	12/06/2023	Regular	0.00	26,426.75	6694
BSW508826	Invoice	11/21/2023	Chlorine for WTP	0.00	13,495.00	
BSW509134	Invoice	11/22/2023	Aqualum/Polymer for WTP	0.00	12,931.75	
00706	G Creek Inc	12/06/2023	Regular	0.00	293,007.79	6695
Permanganate Ch	Invoice	06/12/2023	Permanganate Chemical Feed Reloc- Pay	0.00	35,215.79	
Uplands WTP & H	Invoice	10/31/2023	Uplands WTP & HSPS Renovations - Pay A	0.00	257,792.00	
01239	Landmark Structures, LP	12/06/2023	Regular	0.00	411,487.75	6696
1240 Elevated St	Invoice	10/31/2023	1240 Elevated Storage Tank - Pay App 4	0.00	411,487.75	
01434	McCoy's Building Supply	12/06/2023	Regular	0.00	49.93	6697
7417726	Invoice	11/16/2023	WW Consumables	0.00	49.93	
02807	Process Wastewater Technologies, LLC	12/06/2023	Regular	0.00	36,950.00	6698
Wastewater Slud	Invoice	11/02/2023	Wastewater Sludge Dewatering Equip-Pay	0.00	36,950.00	
02138	United Site Services of Texas, Inc.	12/06/2023	Regular	0.00	343.38	6699
INV-3987461	Invoice	11/22/2023	Bee Cave EST - 5010 Avispa Bonita	0.00	343.38	
02177	Wastewater Transport Services, LLC	12/06/2023	Regular	0.00	7,965.50	6700
11126179	Invoice	11/14/2023	Lift Station Cleaning - Bohls WWTP	0.00	1,785.37	
11126180	Invoice	11/14/2023	Lift Station Cleaning - Lift Station #11	0.00	1,236.03	
11126181	Invoice	11/14/2023	Lift Station Cleaning - LS #14	0.00	1,373.36	
11126213	Invoice	11/17/2023	Lift Station Cleaning - Bohls WWTP	0.00	2,197.38	
11126214	Invoice	11/17/2023	Lift Station Cleaning - Lakepointe WWTP	0.00	1,373.36	

Check Report

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02886	WFG National Title Company of Texas, LLC	12/06/2023	Regular	0.00	14,995.20	6701
22-434127.10	Invoice	12/05/2023	Easement acquisition - Parcel 20 - 1080 T	0.00	14,995.20	
00016	Ace Contractor Supply	12/13/2023	Regular	0.00	375.75	6702
185704	Invoice	11/15/2023	LM Stock Supplies	0.00	325.50	
186110	Invoice	11/15/2023	LM Stock Supplies	0.00	50.25	
02894	AMDT LLC	12/13/2023	Regular	0.00	126.50	6703
816505	Invoice	12/03/2023	DOT Consotium Jan - Dec 2024	0.00	126.50	
00101	Aqua-Aerobic Systems, Inc.	12/13/2023	Regular	0.00	22,532.00	6704
1039687	Invoice	10/31/2023	Supplies for WO#4114	0.00	22,532.00	
00130	AT&T Mobility-CC	12/13/2023	Regular	0.00	855.00	6705
YRB102023	Invoice	11/24/2023	SCADA System Cellular Network 10/19/23	0.00	855.00	
00142	Austin Armature Works, LP	12/13/2023	Regular	0.00	945.71	6706
NSI16273	Invoice	11/22/2023	EMD Supplies for WO #3628/4332	0.00	945.71	
02789	B-5 Construction Co, Inc.	12/13/2023	Regular	0.00	48,756.50	6707
County Line 1420	Invoice	09/25/2023	County Line 1420 PS Upgrades- Pay App 1	0.00	48,756.50	
02672	Cintas Corporation	12/13/2023	Regular	0.00	334.81	6708
4171162391	Invoice	10/18/2023	Uniforms	0.00	334.81	
02672	Cintas Corporation	12/13/2023	Regular	0.00	49.50	6710
9249954442	Invoice	12/01/2023	Waterbreak Cooler Agreement - Admin O	0.00	49.50	
00547	Dedicated Controls LLC	12/13/2023	Regular	0.00	28,731.75	6711
3267	Invoice	10/16/2023	LS #2 Monitoring WO #3794 Change Orde	0.00	23,750.00	
3268	Invoice	11/16/2023	SCADA - 2021 Finish the Upper Wireless B	0.00	4,981.75	
00784	Halff Associates, Inc.	12/13/2023	Regular	0.00	5,912.00	6713
10108328	Invoice	11/17/2023	Engineering Review - Cade Spirit Bend	0.00	1,960.00	
10108329	Invoice	11/17/2023	Engineering Review - Ledgestone Terrace	0.00	1,996.00	
10108330	Invoice	11/17/2023	Engineering Review - 8921 West 290	0.00	1,956.00	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	12/13/2023	Regular	0.00	726.00	6714
97545071	Invoice	10/23/2023	Hatchett Tract	0.00	726.00	
02902	Lonquist Engineering, LLC	12/13/2023	Regular	0.00	11,940.00	6715
851	Invoice	11/30/2023	LE282 Initial Geologic Evaluation	0.00	11,940.00	
01434	McCoy's Building Supply	12/13/2023	Regular	0.00	1,004.34	6716
6214721	Invoice	11/17/2023	LM Supplies for County Line	0.00	299.95	
6910425	Invoice	11/16/2023	Plywood for LM TR-04	0.00	176.97	
6910458	Invoice	11/17/2023	LM Supplies for WO #4290	0.00	91.50	
6910557	Invoice	11/20/2023	LM Supplies for WO #4280	0.00	22.99	
6910585	Invoice	11/21/2023	Hydraulic Oil for EQ-05	0.00	59.99	
6910594	Invoice	11/21/2023	LM Supplies for WO #4281	0.00	159.96	
6910652	Invoice	11/22/2023	LM Supplies for WO #3729	0.00	115.95	
6910862	Invoice	11/28/2023	LM Supplies - WO #4290	0.00	9.99	
6910872	Invoice	11/28/2023	LM Supplies - WO #4290	0.00	9.99	
6910914	Invoice	11/29/2023	LM Supplies - WO #4290	0.00	14.36	
7417810	Invoice	11/17/2023	LM Consumable for Truck #802	0.00	6.99	
7417838	Invoice	11/17/2023	Supplies for WO #3750	0.00	12.72	
7418252	Invoice	11/28/2023	LM Consumable - Truck #2206	0.00	15.99	
7418518	Invoice	11/28/2023	LM Consumable - Truck #2206	0.00	6.99	
02508	Quadient Postage Funding	12/13/2023	Regular	0.00	100.00	6717
7711 2023.12	Invoice	12/01/2023	Postage Fees	0.00	100.00	
01907	Shows Utilities, Inc.	12/13/2023	Regular	0.00	13,500.00	6718
02	Invoice	11/29/2023	Road Bore for 3 Locations	0.00	13,500.00	

Check Report

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02013	Techline Pipe, LP	12/13/2023	Regular	0.00	942.81	6719
1139541-00	Invoice	11/20/2023	LM Supplies for WO #4281	0.00	835.54	
1139605-00	Invoice	11/20/2023	LM Supplies for WO #4280	0.00	107.27	
02108	Travis County MUD No 16	12/13/2023	Regular	0.00	32,233.09	6720
2023.11	Invoice	11/30/2023	Wastewater Billing Collections 2023.11.30	0.00	32,233.09	
02138	United Site Services of Texas, Inc.	12/13/2023	Regular	0.00	174.25	6721
INV-3987462	Invoice	11/22/2023	County Line Pump Station - 12004 W Hwy	0.00	174.25	
02760	Youngblood Automotive & Tire LLC	12/13/2023	Regular	0.00	4,386.60	6722
20020880	Invoice	11/17/2023	Tire Replacement LM Dump Truck 601	0.00	4,386.60	
00018	ACT Pipe & Supply	12/20/2023	Regular	0.00	677.55	6723
S101022954.001	Invoice	11/16/2023	LM Supplies for WO #4360	0.00	677.55	
02826	Aerzen USA Corp	12/20/2023	Regular	0.00	256.56	6724
SEPI-23-005446	Invoice	10/25/2023	Sealing Kit for WO #4106	0.00	256.56	
02894	AMDT LLC	12/20/2023	Regular	0.00	390.00	6725
816699A	Invoice	12/13/2023	Monthly Drug Testing	0.00	390.00	
02786	American Fasteners, INC	12/20/2023	Regular	0.00	713.72	6726
5517278	Invoice	12/01/2023	EMD Stock Supplies Consumables	0.00	713.72	
00133	AT&T- Internet	12/20/2023	Regular	0.00	933.03	6727
4106574802	Invoice	12/11/2023	Internet & Phone Service Admin	0.00	933.03	
00142	Austin Armature Works, LP	12/20/2023	Regular	0.00	40,532.00	6728
NS116270	Invoice	11/22/2023	Bohl's WWTP Effluent Pump #1 Replacem	0.00	20,266.00	
NS116271	Invoice	11/22/2023	Bohl's WWTP Effluent Pump #2 Replacem	0.00	20,266.00	
00245	Brenntag Southwest Inc.	12/20/2023	Regular	0.00	18,530.00	6729
BSW352409	Credit Memo	10/01/2023	Rtn - Chlorine for Lakepointe WWTP	0.00	-337.50	
BSW463511	Credit Memo	05/10/2023	Rtn - Chlorine 1 ton for WTP	0.00	-2,549.00	
BSW511709	Invoice	12/06/2023	Chlorine for WTP	0.00	13,495.00	
BSW511968	Invoice	12/07/2023	Chemicals for Bohls WWTP	0.00	5,230.50	
BSW511969	Invoice	12/07/2023	Chlorine for Lakepointe WWTP	0.00	2,691.00	
02522	Chameleon Industries	12/20/2023	Regular	0.00	12,816.80	6730
1241802	Invoice	10/25/2023	LAS for WTP	0.00	6,879.04	
1242197	Invoice	12/06/2023	LAS for WTP	0.00	5,937.76	
02672	Cintas Corporation	12/20/2023	Regular	0.00	8,261.66	6731
4171889226	Invoice	10/25/2023	Uniforms	0.00	310.66	
4172594519	Invoice	11/01/2023	Uniforms	0.00	395.15	
4173321235	Invoice	11/08/2023	Uniforms	0.00	403.06	
4173911682	Invoice	11/14/2023	Uniforms	0.00	389.12	
4175516800	Invoice	11/29/2023	Uniforms	0.00	389.15	
5182888462	Invoice	11/07/2023	Medical Kit Replenishment @ WTP	0.00	176.06	
5182888474	Invoice	11/07/2023	Medical Kit Replenishment @ Lakepointe	0.00	27.66	
5187099250	Invoice	12/06/2023	Medical Kit Replenishment @ WTP	0.00	360.30	
5187099276	Invoice	12/06/2023	Medical Kit Replenishment @ Lakepointe	0.00	89.53	
5188398278	Invoice	12/13/2023	Medical Kit Replenishment - Admin Office	0.00	71.22	
9246322486	Invoice	11/03/2023	Work Boots	0.00	979.96	
9246394213	Invoice	11/06/2023	Work Boots	0.00	3,409.83	
9247419339	Invoice	11/13/2023	Work Boots	0.00	429.98	
9247768976	Invoice	11/15/2023	Work Boots	0.00	529.98	
9249955240	Invoice	12/01/2023	ZollPlus AED Lakepointe WWTP	0.00	100.00	
9249958628	Invoice	12/01/2023	ZollPlus AED Bohls WWTP	0.00	100.00	
9249958781	Invoice	12/01/2023	ZollPlus AED WTP	0.00	100.00	
00462	Crocker Crane Rentals	12/20/2023	Regular	0.00	1,599.60	6742

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1079686	Invoice	12/07/2023	Crane Rental for WO #4331	0.00	1,599.60	
02903	Cy'Services	12/20/2023	Regular	0.00	5,015.30	6743
23-0059	Invoice	11/30/2023	Monthly Grounds Maintenance - Novemb	0.00	5,015.30	
00636	Elliott Electric Supply, Inc	12/20/2023	Regular	0.00	461.31	6744
49-77888-01	Invoice	12/04/2023	EMD Supplies for WO #4338	0.00	461.31	
00725	Generator Field Services LLC	12/20/2023	Regular	0.00	2,955.31	6745
GFS8478	Invoice	11/27/2023	Service Call @ Lake Pointe WWTP	0.00	2,955.31	
02779	Geotab USA, Inc	12/20/2023	Regular	0.00	502.65	6746
IN365490	Invoice	11/30/2023	Fleet Management Software & GPS Tracki	0.00	502.65	
00752	Grainger	12/20/2023	Regular	0.00	148.17	6747
9933097777	Invoice	12/12/2023	EMD Sound Meter	0.00	148.17	
00771	Guardian Industrial Supply LLC	12/20/2023	Regular	0.00	295.23	6748
086750	Invoice	12/06/2023	EMD Supplies for WO #3802	0.00	129.45	
086751	Invoice	12/06/2023	EMD Supplies for WO #4341	0.00	165.78	
00800	Hays County MUD No 4	12/20/2023	Regular	0.00	14,564.06	6749
2023.11	Invoice	11/30/2023	Wastewater Billing Collections 2023.11	0.00	14,564.06	
00841	Hydro Source Services, Inc	12/20/2023	Regular	0.00	600.00	6750
7910	Invoice	11/30/2023	Emergency Call #2 - Grinder Station Spani	0.00	600.00	
00842	HydroPro Solutions, LLC	12/20/2023	Regular	0.00	33,487.04	6751
IN101553	Invoice	11/17/2023	MT Stock Supplies	0.00	9,468.34	
IN101629	Invoice	11/30/2023	Network Monitoring System	0.00	1,233.32	
IN101668	Invoice	12/06/2023	MT 5/8" NRV Meters & 5/8" Meters	0.00	6,782.10	
IN101669	Invoice	12/06/2023	MT 5/8" Meters	0.00	6,557.52	
IN101695	Invoice	12/13/2023	MT Stock Supplies	0.00	1,635.11	
IN101696	Invoice	12/13/2023	MT Meters	0.00	7,810.65	
02655	Infosend, Inc	12/20/2023	Regular	0.00	5,722.63	6752
252165	Invoice	12/01/2023	Billing Support	0.00	5,722.63	
01239	Landmark Structures, LP	12/20/2023	Regular	0.00	130,167.57	6753
1240 Elevated St	Invoice	11/30/2023	1240 Elevated Storage Tank - Pay App 5	0.00	130,167.57	
02889	Linde Gas & Equipment Inc.	12/20/2023	Regular	0.00	595.39	6754
39784824	Invoice	11/30/2023	LM Supplies for WO #4044	0.00	595.39	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	12/20/2023	Regular	0.00	30,807.32	6755
97545095	Invoice	10/23/2023	518 Whirlaway	0.00	194.54	
97545780	Invoice	11/03/2023	Backyard - October Services	0.00	210.54	
97545783	Invoice	11/03/2023	City of Dripping Springs - October Service	0.00	1,518.00	
97545784	Invoice	11/03/2023	Dripping Springs WSC	0.00	132.00	
97545786	Invoice	11/03/2023	1080 Transmission Main - October Service	0.00	2,196.00	
97545789	Invoice	11/03/2023	Rough Hollow/TCMUD 12 - October Servi	0.00	1,980.00	
97545792	Invoice	11/03/2023	8921 Hwy 290 West SER Ardent - October	0.00	440.00	
97545793	Invoice	11/03/2023	Ledgestone Commercial Lots 1-4 SER - Oc	0.00	264.00	
97546324	Invoice	11/03/2023	General Counsel - October Services	0.00	8,250.00	
97546325	Invoice	11/03/2023	General Operations - October Services	0.00	6,061.00	
97546443	Invoice	11/30/2023	Cade Spirit Bend	0.00	1,008.00	
97546444	Invoice	11/30/2023	Lot 3 HCG Driveway/Utilities	0.00	448.00	
97546445	Invoice	11/30/2023	Pearl at Bee Cave	0.00	4,579.24	
97546446	Invoice	11/30/2023	Spring Creek Preserve	0.00	630.00	
97546505	Invoice	12/05/2023	1240 Transmission Main	0.00	672.00	
97546509	Invoice	12/05/2023	Juniper Trace Office	0.00	2,224.00	
01324	Lower Colorado River Authority	12/20/2023	Regular	0.00	142,999.16	6757
00549492-11/23	Invoice	11/30/2023	Purchase Water	0.00	139,451.52	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00549839-11/23	Invoice	11/30/2023	Purchase Water	0.00	3,547.64	
01434	McCoy's Building Supply	12/20/2023	Regular	0.00	1,458.22	6758
6910779	Invoice	11/27/2023	MT Supplies for Customer Hose Replacem	0.00	53.98	
6911033	Invoice	12/01/2023	LM Supplies for WO #4329	0.00	48.73	
6911156	Invoice	12/05/2023	Supplies for WO #3629	0.00	25.98	
6911162	Invoice	12/05/2023	LM Supplies for Truck #2202	0.00	117.96	
6911165	Invoice	12/05/2023	LM Tool for Truck #802	0.00	49.98	
6911311	Invoice	12/07/2023	LM Supplies for WO #3729	0.00	421.31	
7417988	Invoice	11/21/2023	MT Consumables for Truck #2303	0.00	55.93	
7418037	Invoice	11/21/2023	MT Supplies for WO #4320	0.00	71.88	
7418176	Invoice	11/27/2023	WW Supplies for WO #4084	0.00	139.86	
7418455	Invoice	11/30/2023	MT Supplies for WO #4320	0.00	16.99	
7418488	Invoice	11/30/2023	EMD Supplies for WO #4331	0.00	64.97	
7418762	Invoice	12/05/2023	Hose Bibb for PS #1	0.00	8.39	
7418850	Invoice	12/06/2023	LM Supplies for WO #4325	0.00	24.98	
7418905	Invoice	12/07/2023	LM LHRP Shovel for Truck #902	0.00	34.99	
7418906	Invoice	12/07/2023	LM Consumables	0.00	49.90	
7418908	Invoice	12/07/2023	WW Supplies for WO #4084	0.00	19.98	
7418912	Invoice	12/07/2023	LM Supplies for WO #3028	0.00	82.93	
7419129	Invoice	12/11/2023	MT Consumables for Truck #2302	0.00	85.52	
7419233	Invoice	12/12/2023	Supplies for RWI P4 WO #4331	0.00	63.98	
7419289	Invoice	12/13/2023	WW Supplies for Bohl's	0.00	19.98	
01543	Murfee Engineering Company Inc.	12/20/2023	Regular	0.00	305,975.84	6760
49760	Invoice	11/16/2023	Bohls WWTP Exp Design, Approval & Cons	0.00	5,128.61	
49761	Invoice	11/16/2023	1080 Transmission Main Esmts Design, Ap	0.00	907.50	
49762	Invoice	11/16/2023	Permanganate Injection Relocation	0.00	255.00	
49763	Invoice	11/16/2023	Wastewater Solids Management Master P	0.00	450.00	
49764	Invoice	11/16/2023	1240 Transmission Main CIP Project	0.00	893.75	
49765	Invoice	11/16/2023	County Line 1420 PS Upgrades	0.00	467.50	
49766	Invoice	11/16/2023	Lakepointe WWTP Influent Lift Station Re	0.00	779.95	
49768	Invoice	11/16/2023	Darden Hill Water Line RoundAbout/Elem	0.00	137.50	
49769	Invoice	11/16/2023	Circle Drive PS & GST Ph 1	0.00	10,678.75	
49771	Invoice	11/16/2023	Uplands WTP Expansion Site Permit Modi	0.00	19,208.75	
49772	Invoice	11/16/2023	Uplands WTP 5 MGD Expansion - CIP	0.00	151,572.45	
49773	Invoice	11/16/2023	Trautwein Road Water Main Relocation	0.00	1,715.29	
49774	Invoice	11/16/2023	1240 Elevated Storage Tank Const Admin	0.00	12,932.50	
49775	Invoice	11/16/2023	290 Parallel Water TM Easement Acquisti	0.00	44,052.15	
49776	Invoice	11/16/2023	General Eng Services FYE 9/30/2024	0.00	19,514.78	
49778	Invoice	11/16/2023	Hamilton Pool Road FM Relocation	0.00	12,700.58	
49779	Invoice	11/16/2023	Ledgestone Terrace Waterline Relocation	0.00	7,149.53	
49781	Invoice	11/16/2023	Pearl WL Extension	0.00	1,806.25	
49782	Invoice	11/16/2023	RM 620 Utility Relocation	0.00	6,363.75	
49783	Invoice	11/16/2023	Impact Fee Study 2024	0.00	3,541.25	
49787	Invoice	11/16/2023	Live Oak Springs SER	0.00	412.50	
49788	Invoice	11/16/2023	The Pearl SER	0.00	275.00	
49789	Invoice	11/16/2023	Dripping Springs WSC SER	0.00	2,695.00	
49790	Invoice	11/16/2023	City of Dripping Springs	0.00	2,175.00	
49791	Invoice	11/16/2023	Starbucks	0.00	162.50	
01657	Precision Calibrate Meter Services	12/20/2023	Regular	0.00	475.00	6763
1986	Invoice	11/26/2023	Meter Verification	0.00	475.00	
01832	S.J. Louis Construction of TX	12/20/2023	Regular	0.00	204,040.32	6764
1080 24 Transmis	Invoice	09/25/2023	1080 24"Transmission Main-Segment A-P	0.00	204,040.32	
02909	Sheridan Environmental	12/20/2023	Regular	0.00	4,405.00	6765
17201704	Invoice	11/30/2023	Sludge Disposal - Bohls	0.00	4,405.00	
01998	T. Morales Company Electric	12/20/2023	Regular	0.00	892.50	6766
12353S	Invoice	11/13/2023	Service Call - Bohl's WWTP WO #4300	0.00	472.50	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
12382S	Invoice	12/04/2023	Service RWI P#4 WO #4331	0.00	420.00	
02013	Techline Pipe, LP	12/20/2023	Regular	0.00	4,119.76	6767
1139414-00	Invoice	12/01/2023	LM Stock Supplies County Line	0.00	2,925.16	
1139525-00	Invoice	12/01/2023	LM Stock Supplies County Line	0.00	809.00	
1139900-00	Invoice	12/01/2023	LM Supplies for WO #4326	0.00	208.97	
1139901-00	Invoice	12/01/2023	LM Supplies for WO #4325	0.00	176.63	
02027	Texas Community Propane, Ltd	12/20/2023	Regular	0.00	25.73	6768
FAL01618 12/23	Invoice	12/08/2023	Gas Expense 3925 Sugarloaf Dr	0.00	25.73	
02726	Texas Comptroller of Public Accounts	12/20/2023	Regular	0.00	100.00	6769
D1210 2023.12	Invoice	11/27/2023	Texas SmartBuy Annual Membership	0.00	100.00	
02029	Texas Excavation Safety System, Inc.	12/20/2023	Regular	0.00	569.05	6770
23-21396	Invoice	11/30/2023	Message Fees - November 2023	0.00	569.05	
02037	The Bridge Group	12/20/2023	Regular	0.00	13,160.00	6771
2023-0113	Invoice	11/30/2023	Monthly Construction Inspection Fees	0.00	13,160.00	
02855	The Posey Law Firm PC	12/20/2023	Regular	0.00	5,000.00	6776
6122	Invoice	12/01/2023	Lobby Services - December 2023	0.00	5,000.00	
02585	Trihedral, Inc	12/20/2023	Regular	0.00	5,682.75	6777
6481	Invoice	12/06/2023	VT Scada Software Support	0.00	5,682.75	
02125	TRP Construction Group, LLC	12/20/2023	Regular	0.00	1,340.00	6778
00011045	Invoice	11/30/2023	Vinyl Roll Ups - Be Prepared To Stop Sign	0.00	1,340.00	
02785	US OXO, LLC	12/20/2023	Regular	0.00	42.20	6779
34566	Invoice	11/30/2023	Rental/Lease for Acetylene and Oxygen C	0.00	42.20	
02143	USA BlueBook	12/20/2023	Regular	0.00	3,596.27	6780
INV00205841	Invoice	11/28/2023	Supplies for WTP	0.00	286.83	
INV00205929	Invoice	11/28/2023	Chemicals & Tools for WTP	0.00	1,730.75	
INV00206148	Invoice	11/28/2023	Consumables for WTP	0.00	316.93	
INV00208119	Invoice	11/29/2023	Tool for WTP	0.00	127.90	
INV00216603	Invoice	12/08/2023	Supplies for WTP	0.00	435.86	
INV00216702	Invoice	12/08/2023	Supplies for WTP	0.00	698.00	
02174	Waste Management of Texas	12/20/2023	Regular	0.00	2,154.16	6782
0184545-2161-0	Invoice	11/27/2023	Garbage Service 12/01/23-12/31/23	0.00	2,154.16	
02177	Wastewater Transport Services, LLC	12/20/2023	Regular	0.00	59,482.37	6783
11126001	Invoice	11/30/2023	Sludge Disposal - Lakepointe WWTP	0.00	43,836.25	
11126034	Invoice	11/30/2023	Sludge Disposal - WTP	0.00	10,290.00	
11126215	Invoice	10/06/2023	Service Manhole - 12901 Flowering Senna	0.00	5,356.12	
02886	WFG National Title Company of Texas, LLC	12/20/2023	Regular	0.00	3,603.20	6784
22-434127-70A	Invoice	12/18/2023	Easement acquisition - Parcel 70A - 1080	0.00	3,603.20	
02773	Spectrum Enterprise	12/26/2023	Regular	0.00	838.37	6786
12278720112142	Invoice	12/14/2023	Internet & Fiber Connection - WTP	0.00	838.37	
00416	City of Austin	12/06/2023	Bank Draft	0.00	334.46	DFT0002737
040742954309	Invoice	11/29/2023	Utility Expense	0.00	109.82	
540373172042	Invoice	11/16/2023	Utility Expense	0.00	224.64	
02066	Spectrum	12/12/2023	Bank Draft	0.00	248.67	DFT0002741
18475120111212	Invoice	11/21/2023	Internet Lakepointe & Phone Service - LS	0.00	248.67	
02773	Spectrum Enterprise	12/12/2023	Bank Draft	0.00	838.37	DFT0002742
12278720111142	Invoice	11/14/2023	Internet & Fiber Connection - WTP	0.00	838.37	
02770	Chase Card Services	12/04/2023	Bank Draft	0.00	5,229.28	DFT0002744
2023.11	Invoice	11/13/2023	Return Stand Mixer	0.00	379.98	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2023.11-01	Credit Memo	11/13/2023	Returned Stand Mixer	0.00	-379.98	
2023.11-02	Credit Memo	11/13/2023	Returned Stand Mixer	0.00	-379.98	
6305 - 2023.11	Invoice	11/10/2023	Credit Card Purchases	0.00	5,609.26	
00416	City of Austin	12/17/2023	Bank Draft	0.00	24,160.32	DFT0002748
441300030967	Invoice	12/04/2023	Utility Expense	0.00	24,160.32	
02700	WEX Bank	12/17/2023	Bank Draft	0.00	6,565.44	DFT0002749
93266247	Invoice	11/23/2023	Fuel Purchases	0.00	6,565.44	
00128	AT&T	12/18/2023	Bank Draft	0.00	1,559.95	DFT0002750
20231205	Invoice	12/05/2023	Telephone Expense - Consolidated Bill	0.00	1,559.95	
00132	AT&T Wireless	12/18/2023	Bank Draft	0.00	131.44	DFT0002751
X12122023	Invoice	12/04/2023	Staff Wireless Expense - 12/5/23 - 1/4/24	0.00	131.44	
00416	City of Austin	12/18/2023	Bank Draft	0.00	90.94	DFT0002753
399044247423	Invoice	12/12/2023	Utility Expense	0.00	90.94	
02756	Enterprise FM Trust	12/20/2023	Bank Draft	0.00	14,914.69	DFT0002754
609436-120623	Invoice	12/06/2023	Enterprise Fleet Monthly Vehicle Charges	0.00	14,914.69	
01583	Office Depot	12/18/2023	Bank Draft	0.00	26.02	DFT0002755
6419 - 2023.12	Invoice	12/05/2023	Office Supplies for Admin Office	0.00	26.02	
01629	Pedernales	12/18/2023	Bank Draft	0.00	10,519.89	DFT0002756
0927 2023.12	Invoice	12/07/2023	Electric Charges - Pump Station 7 New Me	0.00	4,998.59	
0950 2023.12	Invoice	12/07/2023	Electric Charges - Pump Station 7	0.00	37.50	
5199 2023.12	Invoice	12/07/2023	Electric Charges - EST 2	0.00	52.97	
6270 2023.12	Invoice	12/07/2023	Electric Charges - Pump Station 5	0.00	1,886.87	
6483 2023.12	Invoice	12/07/2023	Electric Charges - Pump Station 7	0.00	3,506.46	
6972 2023.12	Invoice	12/07/2023	Electric Expense - Pump Station 6	0.00	37.50	
00416	City of Austin	12/26/2023	Bank Draft	0.00	119,872.13	DFT0002770
071021384216	Invoice	12/08/2023	Utility Expense	0.00	100,856.16	
718550340441	Invoice	12/13/2023	Utility Expense	0.00	19,015.97	
02862	Divvy Inc.	12/05/2023	Bank Draft	0.00	3,304.22	DFT0002771
2023.12.04	Invoice	12/04/2023	Divvy Card Purchases	0.00	3,304.22	
02862	Divvy Inc.	12/12/2023	Bank Draft	0.00	6,548.29	DFT0002787
2023.12.11	Invoice	12/11/2023	Divvy Card Purchases	0.00	6,548.29	
02766	Truist - ERodriguez	12/27/2023	Bank Draft	0.00	41.27	DFT0002788
6570 - 2023.12	Invoice	12/05/2023	Credit Card Purchases	0.00	41.27	
00174	Truist - Jeffrey	12/27/2023	Bank Draft	0.00	350.05	DFT0002789
1073 - 2023.12	Invoice	12/05/2023	Credit Card Purchases	0.00	350.05	
00178	Truist - Rendon	12/27/2023	Bank Draft	0.00	110.00	DFT0002790
1099 - 2023.12	Invoice	12/05/2023	Credit Cards Purchases	0.00	110.00	
00180	Truist - Sarot	12/27/2023	Bank Draft	0.00	1,376.90	DFT0002791
1040 - 2023.12	Invoice	12/05/2023	Credit Card Purchases	0.00	1,376.90	
00183	Truist - Smith	12/27/2023	Bank Draft	0.00	751.49	DFT0002792
9968 - 2023.12	Invoice	12/05/2023	Credit Card Purchases	0.00	751.49	
02819	Truist - Wastewater Dept	12/27/2023	Bank Draft	0.00	91.00	DFT0002793
7257 - 2023.12	Invoice	12/05/2023	Credit Card Purchases	0.00	91.00	
00416	City of Austin	12/21/2023	Bank Draft	0.00	8,861.99	DFT0002795
7988913	Invoice	12/08/2023	290 30 inch TM Segment 2 Site Plan Fees	0.00	8,861.99	
02862	Divvy Inc.	12/19/2023	Bank Draft	0.00	3,457.44	DFT0002800

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2023.12.18	Invoice	12/18/2023	Divvy Card Purchases	0.00	3,457.44	
02862	Divvy Inc.	12/26/2023	Bank Draft	0.00	1,402.40	DFT0002801
2023.12.25	Invoice	12/25/2023	Divvy Card Purchases	0.00	1,402.40	
02912	AT&T Mobility II, LLC	12/22/2023	Bank Draft	0.00	460.12	DFT0002802
X11232023	Invoice	11/15/2023	FirstNet Staff Wireless Expense-11/16/23-	0.00	460.12	
00175	Truist - Main Office 4972	12/27/2023	Bank Draft	0.00	6,287.47	DFT0002803
4972=2023.12	Invoice	12/05/2023	Credit Card Purchases	0.00	6,287.47	
00416	City of Austin	12/04/2023	Bank Draft	0.00	415.38	DFT0002804
7974479	Invoice	11/14/2023	Site Plan Fees	0.00	415.38	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	199	74	0.00	2,039,967.63
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	37	27	0.00	217,949.62
EFT's	9	5	0.00	115,516.27
	245	106	0.00	2,373,433.52

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	199	74	0.00	2,039,967.63
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	37	27	0.00	217,949.62
EFT's	9	5	0.00	115,516.27
	245	106	0.00	2,373,433.52

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	12/2023	2,373,433.52
			2,373,433.52



West Travis County Public Utility Agency

Check Report

By Check Number

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank-AP Bank						
02874	John Franklin Spillman Sr Estate	01/08/2024	EFT	0.00	31,000.00	187
2024 Spillman Le	Invoice	01/01/2024	2024 Spillman Lease Payment	0.00	31,000.00	
00330	Cash Construction Company, Inc.	01/17/2024	EFT	0.00	130,580.00	188
30 Raw Water Tra	Invoice	12/20/2023	30" Raw Water Transmis Main No. 2-Pay	0.00	130,580.00	
02895	Jennifer Hoff	01/17/2024	EFT	0.00	8,000.00	189
2024.01	Invoice	01/01/2024	Public Relations Services	0.00	8,000.00	
02764	Malone Wheeler, Inc	01/17/2024	EFT	0.00	1,113.97	191
23909	Invoice	12/01/2023	EPP W1 Generators	0.00	1,113.97	
02922	The Austin Peters Group, LLC	01/19/2024	EFT	0.00	5,372.50	192
2023	Invoice	12/27/2023	Salary Study - Project Deposit	0.00	5,372.50	
02764	Malone Wheeler, Inc	01/26/2024	EFT	0.00	2,360.00	194
24021	Invoice	01/11/2024	Effluent Management Master Plan	0.00	2,360.00	
02081	TX Health Benefits Pool	01/26/2024	EFT	0.00	35,726.94	195
PWESTTR12402	Invoice	02/01/2024	Employee Benefits - February 2024	0.00	35,726.94	
00245	Brenntag Southwest Inc.	01/05/2024	Regular	0.00	448.50	6817
BSW513740	Invoice	12/15/2023	Chemicals for Bohls WWTP	0.00	448.50	
02672	Cintas Corporation	01/05/2024	Regular	0.00	1,190.73	6818
1904400366	Invoice	11/03/2023	Work Boots	0.00	229.99	
4177666123	Invoice	12/20/2023	Uniforms	0.00	388.47	
4178314410	Invoice	12/27/2023	Uniforms	0.00	379.73	
5188398242	Invoice	12/13/2023	Medical Kit Replenishment - Bohls WWTP	0.00	43.04	
9253775297	Invoice	01/01/2024	Waterbreak Cooler Agreement - Admin O	0.00	49.50	
INV0001718	Invoice	01/01/2024	ZollPlus AED Bohls WWTP	0.00	100.00	
00725	Generator Field Services LLC	01/05/2024	Regular	0.00	1,277.75	6822
GFS8502	Invoice	12/12/2023	Service Call @ Home Depot PS #2	0.00	1,277.75	
00752	Grainger	01/05/2024	Regular	0.00	128.95	6823
9934844045	Invoice	12/13/2023	EMD Supplies for WO #4365	0.00	128.95	
00770	GSG PNG LAG, FLP	01/05/2024	Regular	0.00	31,000.00	6824
2024 Spillman Le	Invoice	01/01/2024	2024 Spillman Lease Payment	0.00	31,000.00	
00784	Halff Associates, Inc.	01/05/2024	Regular	0.00	4,444.50	6825
10110506	Invoice	12/21/2023	Engineering Review - Julep Commerical P	0.00	3,162.50	
10110507	Invoice	12/21/2023	Engineering Review - Cade Spirit Bend	0.00	1,282.00	
00823	Hill Country Office Systems	01/05/2024	Regular	0.00	257.34	6826
7243	Invoice	12/20/2023	Quarterly Maintenance	0.00	257.34	
01010	Joann Spillman	01/05/2024	Regular	0.00	31,000.00	6827
2024 Spillman Le	Invoice	01/01/2024	2024 Spillman Lease Payment	0.00	31,000.00	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	01/05/2024	Regular	0.00	28,952.13	6828
9754237	Invoice	09/28/2023	General Employmennt	0.00	5,273.00	
97545627	Invoice	08/01/2023	General Counsel - July Services	0.00	7,856.00	
97545648	Invoice	07/01/2023	General Operations - June Services	0.00	2,931.00	
97545649	Invoice	07/01/2023	Ledgestone Terrace Apts Endeavor - June	0.00	1,157.00	
97545650	Invoice	07/01/2023	8921 Hwy 290 West SER Ardent - June Ser	0.00	860.00	
97545657	Invoice	07/01/2023	Rough Hollow/TCMUD 12 - June Services	0.00	216.00	

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Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
97545659	Invoice	08/01/2023	Ledgestone Terrace Apts Endeavor - July S	0.00	964.13	
97545660	Invoice	08/01/2023	8921 Hwy 290 West SER Ardent - July Ser	0.00	501.00	
97545666	Invoice	09/01/2023	Ledgestone Terrace Apts Endeavor - Augu	0.00	2,567.00	
97545667	Invoice	09/01/2023	8921 Hwy 290 West SER Ardent - August	0.00	2,715.00	
97545678	Invoice	08/01/2023	General Operations - July Services	0.00	2,520.00	
97545679	Invoice	08/01/2023	Rough Hollow/TCMUD 12 - July Services	0.00	792.00	
97545741	Invoice	08/01/2023	Last Chance Bar - July Services	0.00	336.00	
97546504	Invoice	12/05/2023	Ledgestone Terrace Apts Endeavor - Oct.	0.00	264.00	
01434	McCoy's Building Supply	01/05/2024	Regular	0.00	679.13	6829
6911167	Invoice	12/05/2023	LM Batteries for Cut-off Machine replace	0.00	480.00	
6911169	Credit Memo	12/05/2023	Batteries for Cut-off Machine rtn recd wro	0.00	-280.00	
7419305	Invoice	12/13/2023	EMD Supplies for WO #4365	0.00	105.95	
7419431	Invoice	12/15/2023	EMD Supplies for WO #3628/4332	0.00	19.99	
7419467	Invoice	12/15/2023	EMD Supplies for WO #4365	0.00	280.27	
7419468	Invoice	12/15/2023	EMD Stock Supplies	0.00	56.93	
7419587	Invoice	12/19/2023	LM Stock Supplies for Truck #702	0.00	15.99	
01523	Mission Communications, LLC	01/05/2024	Regular	0.00	1,258.80	6830
1082907	Invoice	12/15/2023	Annual Services - Lift Stations #14 & #08	0.00	1,258.80	
01533	Moody's Investors Service, Inc.	01/05/2024	Regular	0.00	2,000.00	6831
P0424812	Invoice	12/19/2023	Outstanding Bonds Annual Review Fee	0.00	2,000.00	
01543	Murfee Engineering Company Inc.	01/05/2024	Regular	0.00	312,542.99	6832
49767	Invoice	11/16/2023	Water Distribution System Model Update	0.00	1,210.00	
49780	Invoice	11/16/2023	AWS Task 1 - Preliminary Water Demand S	0.00	33,496.25	
49909	Invoice	12/14/2023	Bohls WWTP Exp Design, Approval & Cons	0.00	10,200.00	
49910	Invoice	12/14/2023	1080 Transmission Main Esmts Design, Ap	0.00	11,899.53	
49911	Invoice	12/14/2023	Permanganate Injection Relocation	0.00	382.50	
49912	Invoice	12/14/2023	Wastewater Solids Management Master P	0.00	400.00	
49913	Invoice	12/14/2023	County Line 1420 PS Upgrades	0.00	440.00	
49914	Invoice	12/14/2023	Lakepointe WWTP Influent Lift Station Re	0.00	1,147.50	
49916	Invoice	12/14/2023	Darden Hill Water Line RoundAbout/Elem	0.00	325.00	
49917	Invoice	12/14/2023	Circle Drive PS & GST Ph 1	0.00	4,310.00	
49921	Invoice	12/14/2023	Uplands WTP Expansion Site Permit Modi	0.00	4,447.50	
49922	Invoice	12/14/2023	Uplands WTP 5 MGD Expansion - CIP	0.00	144,379.76	
49924	Invoice	12/14/2023	1240 Elevated Storage Tank Const Admin	0.00	15,217.50	
49925	Invoice	12/14/2023	290 Parallel Water TM Easement Acquisti	0.00	37,646.20	
49926	Invoice	12/14/2023	General Eng Services FYE 9/30/2024	0.00	10,768.75	
49928	Invoice	12/14/2023	Hamilton Pool Road FM Relocation	0.00	2,012.50	
49929	Invoice	12/14/2023	Ledgestone Terrace Waterline Relocation	0.00	707.50	
49930	Invoice	11/16/2023	AWS Task 2-Identify Candidate & Reasona	0.00	6,175.00	
49931	Invoice	12/14/2023	Pearl WL Extension	0.00	920.00	
49932	Invoice	12/14/2023	620 Widening Utilities Relocation	0.00	6,595.00	
49933	Invoice	12/14/2023	Impact Fee Study 2024	0.00	6,033.75	
49934	Invoice	12/14/2023	Bear Creek Pass Waterline	0.00	165.00	
49935	Invoice	12/14/2023	West Cypress Hill SER	0.00	650.00	
49936	Invoice	12/14/2023	Double L Ranch SER	0.00	812.50	
49937	Invoice	12/14/2023	Preservation Ranch SER	0.00	7,800.00	
49938	Invoice	12/14/2023	Live Oak Springs SER	0.00	2,176.25	
49940	Invoice	12/14/2023	Dripping Springs WSC SER	0.00	1,462.50	
49941	Invoice	12/14/2023	Huthnance Ranch SER	0.00	487.50	
49944	Invoice	12/14/2023	14501 Hamilton Pool Road SER Beck Cross	0.00	275.00	
01562	Net Solutions and Security, LLC	01/05/2024	Regular	0.00	1,788.00	6835
48131	Invoice	11/21/2023	Install Data Cables@WTP-Remaining 60%	0.00	1,788.00	
01665	PSI-Pump Solutions,Inc	01/05/2024	Regular	0.00	158,808.75	6836
2023-11136	Invoice	11/20/2023	Raw Water Pump #4	0.00	158,808.75	
02738	Quadient Leasing USA, Inc.	01/05/2024	Regular	0.00	219.00	6837

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Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Q1117086	Invoice	12/21/2023	Quadient Lease Payment	0.00	219.00	
02508	Quadient Postage Funding	01/05/2024	Regular	0.00	100.00	6838
7711 01/24	Invoice	01/01/2024	Postage Fees	0.00	100.00	
02044	The Scruggs Company	01/05/2024	Regular	0.00	8,449.69	6839
3002650	Invoice	12/15/2023	Influent Valve&Actuators Replaced Unit 1	0.00	8,449.69	
02138	United Site Services of Texas, Inc.	01/05/2024	Regular	0.00	517.63	6840
INV-4056324	Invoice	12/20/2023	County Line Pump Station - 12004 W Hwy	0.00	174.25	
INV-4056326	Invoice	12/20/2023	Bee Cave EST - 5010 Avispa Bonita	0.00	343.38	
02143	USA BlueBook	01/05/2024	Regular	0.00	1,164.76	6841
INV00220462	Invoice	12/13/2023	Supplies for WTP	0.00	1,164.76	
02174	Waste Management of Texas	01/05/2024	Regular	0.00	2,124.36	6842
0186135-2161-8	Invoice	12/26/2023	Garbage Service 01/01/24-01/31/24	0.00	2,124.36	
02177	Wastewater Transport Services, LLC	01/05/2024	Regular	0.00	12,481.07	6843
11126441	Invoice	12/05/2023	Lift Station Cleaning - Bohls WWTP	0.00	1,779.13	
11126448	Invoice	12/05/2023	Lift Station Cleaning - Lift Station #11	0.00	1,231.71	
11126449	Invoice	12/05/2023	Lift Station Cleaning - Lift Station #18	0.00	1,231.71	
11126450	Invoice	12/05/2023	Lift Station Cleaning - Lakepointe WWTP	0.00	1,231.71	
11126506	Invoice	12/08/2023	Emergency Service - Forcemain Break	0.00	1,390.00	
11126507	Invoice	12/08/2023	Emergency Service - Lift Station #8	0.00	2,501.90	
11126510	Invoice	12/10/2023	Emergency Service - Lift Station #3	0.00	3,114.91	
00013	Absolute Propane	01/16/2024	Regular	0.00	353.12	6844
348061	Invoice	01/08/2024	Fuel for Generator LS#17	0.00	353.12	
00016	Ace Contractor Supply	01/16/2024	Regular	0.00	1,357.47	6845
188083	Invoice	12/21/2023	LM Fence for Sandy Loam @ County Line	0.00	151.50	
188084	Invoice	12/21/2023	LM Fence for Sandy Loam @ Bee Cave PS	0.00	167.75	
188663	Invoice	01/09/2024	LM Tools for Truck #702 & 2202	0.00	1,038.22	
00018	ACT Pipe & Supply	01/16/2024	Regular	0.00	2,885.90	6846
S101029270.001	Invoice	12/07/2023	LM Supplies for WO #3028	0.00	1,442.95	
S101029280.001	Invoice	12/07/2023	LM Supplies for WO #3729	0.00	1,442.95	
02786	American Fasteners, INC	01/16/2024	Regular	0.00	630.32	6847
5519240	Invoice	12/19/2023	EMD Supplies for WO #4365	0.00	388.70	
55419841	Invoice	12/27/2023	EMD Supplies for WO #3628/4332	0.00	192.48	
5600946	Invoice	01/08/2024	Supplies for WO #4388	0.00	49.14	
00128	AT&T	01/16/2024	Regular	0.00	1,561.54	6848
20240105	Invoice	01/05/2024	Telephone Expense - Consolidated Bill	0.00	1,561.54	
02912	AT&T Mobility II, LLC	01/16/2024	Regular	0.00	3,440.91	6849
X12232023	Invoice	12/15/2023	FirstNet Staff Wireless Expense-12/16/23-	0.00	3,440.91	
00130	AT&T Mobility-CC	01/16/2024	Regular	0.00	855.00	6850
YRB112023	Invoice	12/24/2023	SCADA System Cellular Network 11/19/23	0.00	855.00	
02644	Batteries Plus, LLC	01/16/2024	Regular	0.00	122.54	6851
P69174885	Invoice	01/03/2024	Battery for WO #4399	0.00	122.54	
02672	Cintas Corporation	01/16/2024	Regular	0.00	-315.35	6852
02672	Cintas Corporation	01/16/2024	Regular	0.00	315.35	6852
5191221914	Invoice	01/03/2024	Medical Kit Replenishment @ Lakepointe	0.00	65.16	
5192310273	Invoice	01/10/2024	Medical Kit Replenishment - Admin Office	0.00	65.60	
5192310289	Invoice	01/10/2024	Medical Kit Replenishment - Bohls WWTP	0.00	84.59	
9253775553	Invoice	01/01/2024	ZollPlus AED Lakepointe WWTP	0.00	100.00	
00447	Core & Main LP	01/16/2024	Regular	0.00	2,942.73	6853
M091499C	Credit Memo	10/01/2023	Invoice Credit	0.00	-73.80	

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Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
N279585C	Credit Memo	11/16/2023	Invoice Credit	0.00	-436.36	
N538920	Invoice	10/01/2023	LM Stock Supplies	0.00	237.18	
P177469	Credit Memo	10/01/2023	Mainguards returned	0.00	-3,860.64	
P347273	Invoice	10/01/2023	LM Stock Supplies	0.00	414.00	
P771449	Invoice	10/01/2023	LM Stock Supplies	0.00	106.26	
T823235	Invoice	01/02/2024	LM Supplies for WO #4227	0.00	662.31	
T923304	Invoice	11/09/2023	LM County Line Stock Supplies	0.00	684.83	
T923343	Invoice	11/09/2023	LM Tool for Truck #2206	0.00	173.18	
T923504	Invoice	11/15/2023	LM Supplies for WO #4266	0.00	105.92	
T974579	Invoice	12/07/2023	LM Supplies for WO #4266	0.00	105.92	
T975150	Invoice	11/17/2023	LM Supplies for WO #4290	0.00	166.00	
U006625	Invoice	12/07/2023	LM Supplies for WO #4125	0.00	128.93	
U018908	Invoice	12/07/2023	LM Stock Supplies	0.00	1,033.66	
U131906	Invoice	12/20/2023	LM Stock Supplies	0.00	308.80	
U146257	Invoice	12/22/2023	LM Supplies for WO #4384	0.00	3,186.54	
00457	CP&Y		01/16/2024 Regular	0.00	2,288.75	6855
WTCP1800076.0	Invoice	12/26/2023	Uplands WTP Trident/Office Building & Hi	0.00	2,288.75	
00547	Dedicated Controls LLC		01/16/2024 Regular	0.00	740.00	6856
3368	Invoice	01/09/2024	Efflunet Valve Actuator Replaced WO # 39	0.00	740.00	
00725	Generator Field Services LLC		01/16/2024 Regular	0.00	6,405.00	6857
GFS8518	Invoice	12/18/2023	Quarterly Inspections	0.00	6,375.00	
GFS8519	Invoice	12/20/2023	Coolant for Chlorine Bldg Generator Kohle	0.00	30.00	
00752	Grainger		01/16/2024 Regular	0.00	2,076.68	6858
9943972845	Invoice	12/22/2023	EMD Supplies for WO #4385	0.00	545.82	
9953936805	Invoice	01/05/2024	EMD Supplies for WO #4262	0.00	1,530.86	
00800	Hays County MUD No 4		01/16/2024 Regular	0.00	1,200.00	6859
Grease Collection	Invoice	05/31/2023	WW Billing Grease Trap Collections	0.00	300.00	
Grease Collection	Invoice	06/30/2023	WW Billing Grease Trap Collections	0.00	825.00	
Grease Collection	Invoice	08/31/2023	WW Billing Grease Trap Collections	0.00	75.00	
00842	HydroPro Solutions, LLC		01/16/2024 Regular	0.00	12,886.61	6860
IN101466	Invoice	11/07/2023	8" Wholesale Meter Cannon Ranch WO #	0.00	5,755.54	
IN101733	Invoice	12/20/2023	MT 5/8" Meters	0.00	2,459.07	
IN101734	Invoice	12/20/2023	MT Stock Supplies	0.00	3,438.68	
IN101752	Invoice	12/28/2023	Network Monitoring System	0.00	1,233.32	
02655	Infosend, Inc		01/16/2024 Regular	0.00	5,254.22	6861
254168	Invoice	01/01/2024	Billing Support	0.00	5,254.22	
01061	Jones Heating and Air Conditioning		01/16/2024 Regular	0.00	4,225.00	6862
14478	Invoice	11/19/2023	A/C Replaced - LakePointe WWTP	0.00	4,225.00	
01266	LCRA		01/16/2024 Regular	0.00	537.00	6863
LAB-0069578	Invoice	10/01/2023	Lab Fees	0.00	537.00	
02889	Linde Gas & Equipment Inc.		01/16/2024 Regular	0.00	512.28	6864
40329523	Invoice	12/31/2023	LM Supplies for WO #4045	0.00	512.28	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.		01/16/2024 Regular	0.00	27,279.50	6865
97545787	Invoice	11/03/2023	Sweetwater Wholesale Service - Lazy Nin	0.00	165.00	
97546532	Invoice	12/12/2023	General Counsel - November Services	0.00	8,250.00	
97546539	Invoice	12/12/2023	Belterra/Hays County WCID Nos 1&2	0.00	2,421.00	
97546540	Invoice	12/12/2023	Fitzhugh 83 SER	0.00	1,340.00	
97546541	Invoice	12/12/2023	1080 Transmission Main - November Serv	0.00	1,584.00	
97546546	Invoice	12/12/2023	Pet Paradise SER	0.00	1,224.00	
97546549	Invoice	12/12/2023	Ladera Tract (Walters Southwest) SER	0.00	712.00	
97546550	Invoice	12/12/2023	Ledgestone Commercial Lots 1-4 SER - No	0.00	928.00	
97546551	Invoice	12/12/2023	Keystone Bank SER (Campa Investments)	0.00	672.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
97546561	Invoice	12/12/2023	Lot 3 HCG Driveway/Utilities	0.00	320.00	
97546562	Invoice	12/12/2023	1240 Transmission Main	0.00	7,759.50	
97546563	Invoice	12/12/2023	Pearl at Bee Cave	0.00	656.00	
97547114	Invoice	12/12/2023	Lake Pointe WWTP - November Services	0.00	1,248.00	
01349	Marcelo's Sand & Loam	01/16/2024	Regular	0.00	2,447.35	6866
579931	Invoice	12/20/2023	Standard Base for WO #4098	0.00	282.24	
580386	Invoice	12/31/2023	Leveling Dump Fee for WO #4098	0.00	18.00	
580387	Invoice	12/31/2023	Leveling Dump Fee - PS#7	0.00	54.00	
580388	Invoice	12/31/2023	Standard Base for WO #4387	0.00	261.17	
580389	Invoice	12/31/2023	3/8 F Crushed Lime - PS #7 County Line	0.00	1,831.94	
01434	McCoy's Building Supply	01/16/2024	Regular	0.00	261.74	6867
6912248	Invoice	12/28/2023	MT Supplies for Truck #2303	0.00	4.99	
6912264	Invoice	12/28/2023	Supplies Repair Line Clear Well 1 @ WTP	0.00	47.79	
7419799	Invoice	12/21/2023	LM Shop Consumables	0.00	64.97	
7420069	Invoice	12/29/2023	LM Supplies for TR-13	0.00	20.78	
7420174	Invoice	01/02/2024	LM Stock Supplies	0.00	13.98	
7420252	Invoice	01/04/2024	LM Diesel Exhaust Fluid EQ-11	0.00	47.97	
7420270	Invoice	01/04/2024	MT Supplies for Truck #2303	0.00	37.99	
7420445	Invoice	01/08/2024	Supplies for WO #4388	0.00	3.29	
7420446	Invoice	01/08/2024	Supplies for WO #4388	0.00	19.98	
01543	Murfee Engineering Company Inc.	01/16/2024	Regular	0.00	186,134.84	6868
48281	Invoice	03/09/2023	HPR Phase II Mud 22 Coordination	0.00	6,360.00	
48284	Invoice	03/09/2023	Hwy 290 Parallel Water Trans Main Prelim	0.00	975.00	
49040	Invoice	07/14/2023	HPR Phase II Transmission Main	0.00	18,731.25	
49217	Invoice	08/19/2023	HPR Phase II Transmission Main	0.00	5,609.25	
49262	Invoice	09/11/2023	HPR Phase II Transmission Main	0.00	33,800.72	
4927	Invoice	12/14/2023	SW Pkwy PS Expansion to 7,000gpm Firm	0.00	11,257.50	
49557	Invoice	10/12/2023	HPR Phase II Transmission Main	0.00	12,383.07	
49770	Invoice	11/16/2023	HPR Phase II Mud 22 Coordination	0.00	15,268.75	
49777	Invoice	11/16/2023	SW Pkwy PS Expansion to 7,000gpm Firm	0.00	4,622.50	
49915	Invoice	12/14/2023	Water Distribution System Model Update	0.00	96.00	
49919	Invoice	12/14/2023	HPR Phase II Transmission Main Eng Desig	0.00	30,069.55	
49920	Invoice	12/14/2023	HPR Phase II Consultants - Survey/Environ	0.00	45,880.00	
49939	Invoice	12/14/2023	The Pearl SER	0.00	756.25	
49942	Invoice	12/14/2023	City of Dripping Springs	0.00	325.00	
01560	Neltronics	01/16/2024	Regular	0.00	2,375.00	6870
23-1230	Invoice	12/18/2023	LP WWTP Dis Filter #1 Troubleshooting	0.00	2,375.00	
01583	Office Depot	01/16/2024	Regular	0.00	555.45	6871
6419 - 2024.01	Invoice	01/05/2024	Office Supplies for Admin Office	0.00	555.45	
01586	Omni Site	01/16/2024	Regular	0.00	2,372.00	6872
93751	Invoice	01/01/2024	Annual Wireless Service-Automated Alar	0.00	2,372.00	
02843	R.D. Offutt Company	01/16/2024	Regular	0.00	110,361.98	6873
E3564923	Invoice	12/29/2023	John Deere 310 P-tier Backhoe Loader	0.00	110,361.98	
02915	Scott, Douglass & McConnico, LLP	01/16/2024	Regular	0.00	8,599.00	6874
302861	Invoice	12/31/2023	Belvedere Homeowners v. Prlt Partners	0.00	8,599.00	
02829	Sun Coast Resources, Inc.	01/16/2024	Regular	0.00	5,311.06	6875
97209967	Invoice	12/27/2023	Fuel for Water & WW Equipment	0.00	2,503.46	
97209968	Invoice	12/27/2023	Fuel for Water & WW Equipment	0.00	2,807.60	
02013	Techline Pipe, LP	01/16/2024	Regular	0.00	2,268.42	6876
1140680-00	Invoice	01/05/2024	LM Supplies for WO #4396	0.00	610.29	
1140682-00	Invoice	01/05/2024	LM Consumables County Line	0.00	76.00	
1140696-00	Invoice	01/10/2024	LM Stock Supplies	0.00	836.54	

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1140804-00	Invoice	01/10/2024	LM Supplies for WO #4401	0.00	745.59	
02037	The Bridge Group	01/16/2024	Regular	0.00	11,200.00	6877
2023-0114	Invoice	12/30/2023	Monthly Construction Inspection Fees	0.00	11,200.00	
02108	Travis County MUD No 16	01/16/2024	Regular	0.00	36,801.91	6881
2023.12.31	Invoice	12/31/2023	Wastewater Billing Collections	0.00	36,801.91	
02133	Tyler Technologies, Inc	01/16/2024	Regular	0.00	13,918.55	6882
025-450811	Invoice	12/31/2023	Insite Transaction Fees - Quarterly Billing	0.00	13,791.25	
025-451214	Invoice	12/31/2023	Subscription - Utility Billing Notification C	0.00	127.30	
02137	United Rentals, Inc.	01/16/2024	Regular	0.00	1,537.05	6883
228737073-001	Invoice	01/02/2024	Pink Safety Vests for LM	0.00	74.00	
228982663-001	Invoice	01/11/2024	LM Rock Saw Rental for WO #4396	0.00	1,463.05	
02785	US OXO, LLC	01/16/2024	Regular	0.00	43.04	6884
35081	Invoice	12/31/2023	Rental/Lease for Acetylene and Oxygen C	0.00	43.04	
02143	USA BlueBook	01/16/2024	Regular	0.00	776.10	6885
INV00227832	Invoice	12/21/2023	Lab Supplies for WTP	0.00	115.35	
INV00227917	Invoice	12/21/2023	Supplies for WTP	0.00	618.80	
INV00230845	Invoice	12/27/2023	Lab Supplies for WTP	0.00	41.95	
02760	Youngblood Automotive & Tire LLC	01/16/2024	Regular	0.00	339.63	6886
20021450	Invoice	12/20/2023	Tire Replacement for EQ-04	0.00	339.63	
00013	Absolute Propane	01/18/2024	Regular	0.00	54.00	6887
343358	Invoice	12/14/2023	Fuel for Forklift	0.00	54.00	
00102	Aqua-Tech Laboratories, Inc	01/18/2024	Regular	0.00	4,573.75	6888
68532	Invoice	12/29/2023	November 2023 Analysis - Bohls WWTP	0.00	1,719.50	
68533	Invoice	12/29/2023	November 2023 Analysis	0.00	1,222.00	
68534	Invoice	12/29/2023	November 2023 Analysis - Lakepointe W	0.00	1,428.00	
68535	Invoice	12/29/2023	November 2023 Analysis WTP	0.00	204.25	
00133	AT&T- Internet	01/18/2024	Regular	0.00	933.14	6889
9503175807	Invoice	01/11/2024	Internet & Phone Service Admin	0.00	933.14	
00245	Brenntag Southwest Inc.	01/18/2024	Regular	0.00	21,416.50	6890
BSW514773	Invoice	12/20/2023	Chlorine for WTP	0.00	13,495.00	
BSW518867	Invoice	01/11/2024	Chemicals for Bohls WWTP	0.00	5,230.50	
BSW518868	Invoice	01/11/2024	Chlorine for Lakepointe WWTP	0.00	2,691.00	
02672	Cintas Corporation	01/18/2024	Regular	0.00	680.42	6891
5191221914	Invoice	01/03/2024	Medical Kit Replenishment @ Lakepointe	0.00	65.16	
5191221938	Invoice	01/03/2024	Medical Kit Replenishment @ WTP	0.00	265.07	
5192310273	Invoice	01/10/2024	Medical Kit Replenishment - Admin Office	0.00	65.60	
5192310289	Invoice	01/10/2024	Medical Kit Replenishment - Bohls WWTP	0.00	84.59	
9253775422	Invoice	01/01/2024	ZollPlus AED WTP	0.00	100.00	
9253775553	Invoice	01/01/2024	ZollPlus AED Lakepointe WWTP	0.00	100.00	
00447	Core & Main LP	01/18/2024	Regular	0.00	7,639.88	6892
U058270	Invoice	01/02/2024	LM County Line Stock Supplies	0.00	7,639.88	
02903	Cy'Services	01/18/2024	Regular	0.00	5,015.30	6893
23-0064	Invoice	12/31/2023	Monthly Grounds Maintenance - Decemb	0.00	5,015.30	
02779	Geotab USA, Inc	01/18/2024	Regular	0.00	496.74	6894
IN368265	Invoice	12/31/2023	Fleet Management Software & GPS Tracki	0.00	496.74	
01239	Landmark Structures, LP	01/18/2024	Regular	0.00	109,668.00	6895
1240 Elevated St	Invoice	12/31/2023	1240 Elevated Storage Tank - Pay App 6	0.00	109,668.00	
02914	Lone Star Blower, Inc.	01/18/2024	Regular	0.00	7,300.00	6896

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PS-INV108404	Invoice	01/05/2024	Blower rental for LP WWTP WO #4388	0.00	7,300.00	
01324	Lower Colorado River Authority	01/18/2024	Regular	0.00	112,318.16	6897
00549492-12/23	Invoice	12/29/2023	Purchase Water	0.00	109,059.89	
00549839-12/23	Invoice	12/29/2023	Purchase Water	0.00	3,258.27	
01629	Pedernales	01/18/2024	Regular	0.00	9,716.79	6898
0927 2024.01	Invoice	01/09/2024	Electric Charges - Pump Station 7 New Me	0.00	4,152.02	
0950 2024.01	Invoice	01/09/2024	Electric Charges - Pump Station 7	0.00	37.50	
5199 2024.01	Invoice	01/09/2024	Electric Charges - EST 2	0.00	51.13	
6270 2024.01	Invoice	01/09/2024	Electric Charges - Pump Station 5	0.00	1,573.69	
6483 2024.01	Invoice	01/09/2024	Electric Charges - Pump Station 7	0.00	3,864.95	
6972 2024.01	Invoice	01/09/2024	Electric Expense - Pump Station 6	0.00	37.50	
02909	Sheridan Environmental	01/18/2024	Regular	0.00	3,566.00	6899
17201772	Invoice	12/31/2023	Sludge Disposal - Bohls	0.00	3,566.00	
02027	Texas Community Propane, Ltd	01/18/2024	Regular	0.00	19.39	6900
FAL01618 1/24	Invoice	01/09/2024	Gas Expense 3925 Sugarloaf Dr	0.00	19.39	
02029	Texas Excavation Safety System, Inc.	01/18/2024	Regular	0.00	525.35	6901
23-23229	Invoice	12/31/2023	Message Fees - December 2023	0.00	525.35	
02177	Wastewater Transport Services, LLC	01/18/2024	Regular	0.00	60,669.70	6902
11126414	Invoice	12/31/2023	Sludge Disposal - Lakepointe WWTP	0.00	44,417.00	
11126486	Invoice	12/31/2023	Sludge Disposal - WTP	0.00	12,285.00	
11126638	Invoice	12/22/2023	Emergency Service - Lift Station #3 WO #4	0.00	2,817.02	
11126651	Invoice	12/24/2023	Emergency Service-Lift Station #3, #4 & #	0.00	1,150.68	
00447	Core & Main LP	01/25/2024	Regular	0.00	6,377.36	6903
U234839	Invoice	01/17/2024	LM Supplies for WO #4412	0.00	260.82	
U235771	Invoice	01/17/2024	LM Hydrant for WO #4426	0.00	3,058.27	
U235778	Invoice	01/17/2024	LM Hydrant for WO #4227	0.00	3,058.27	
00462	Crocker Crane Rentals	01/25/2024	Regular	0.00	2,363.00	6904
1081472	Invoice	01/10/2024	Crane Rental for Raw Water Pump #4 WO	0.00	2,363.00	
00686	Ferguson Enterprises, Inc.	01/25/2024	Regular	0.00	249.24	6905
1269431	Invoice	01/11/2024	LM Stock Supplies	0.00	249.24	
00725	Generator Field Services LLC	01/25/2024	Regular	0.00	2,395.07	6906
GFS8533	Invoice	01/12/2024	Service Call @ Lake Pointe WWTP	0.00	2,395.07	
00752	Grainger	01/25/2024	Regular	0.00	97.46	6907
9964982962	Invoice	01/17/2024	EMD Supplies for WO #4428	0.00	97.46	
00771	Guardian Industrial Supply LLC	01/25/2024	Regular	0.00	402.66	6908
087264	Invoice	01/16/2024	EMD Supplies for WO #4428	0.00	402.66	
00800	Hays County MUD No 4	01/25/2024	Regular	0.00	14,119.71	6909
2023.12	Invoice	12/31/2023	Wastewater Billing Collections 2023.12	0.00	14,119.71	
00842	HydroPro Solutions, LLC	01/25/2024	Regular	0.00	2,307.76	6910
IN101845	Invoice	01/17/2024	MT Stock Supplies	0.00	2,307.76	
01434	McCoy's Building Supply	01/25/2024	Regular	0.00	127.96	6911
6913210	Invoice	01/19/2024	LM Supplies for WO #4401	0.00	79.98	
7420878	Invoice	01/19/2024	EMD Consumables	0.00	47.98	
02138	United Site Services of Texas, Inc.	01/25/2024	Regular	0.00	174.25	6912
INV-4123246	Invoice	01/17/2024	County Line Pump Station - 12004 W Hwy	0.00	174.25	
02770	Chase Card Services	01/03/2024	Bank Draft	0.00	659.53	DFT0002752
6305 - 2023.12	Invoice	12/10/2023	Credit Card Purchases	0.00	659.53	
00416	City of Austin	01/05/2024	Bank Draft	0.00	524.75	DFT0002786

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
224327553899	Invoice	12/14/2023	Utility Expense	0.00	93.04	
398577907004	Invoice	12/15/2023	Utility Expense	0.00	431.71	
02066	Spectrum	01/05/2024	Bank Draft	0.00	248.67	DFT0002794
18475120112212	Invoice	12/21/2023	Internet Lakepointe & Phone Service - LS	0.00	248.67	
00416	City of Austin	01/18/2024	Bank Draft	0.00	123,622.74	DFT0002825
040206534424	Invoice	12/29/2023	Utility Expense	0.00	112.58	
071415911251	Invoice	01/09/2024	Utility Expense	0.00	97,993.70	
441141030667	Invoice	01/03/2024	Utility Expense	0.00	25,282.10	
540280791770	Invoice	12/18/2023	Utility Expense	0.00	234.36	
02862	Divvy Inc.	01/02/2024	Bank Draft	0.00	3,622.80	DFT0002826
2024.01.01	Invoice	01/01/2024	Divvy Card Purchases	0.00	3,622.80	
02700	WEX Bank	01/16/2024	Bank Draft	0.00	6,574.69	DFT0002827
94027387	Invoice	12/23/2023	Fuel Purchases	0.00	6,574.69	
00184	Truist - Strickland	01/30/2024	Bank Draft	0.00	1,098.98	DFT0002841
8622 - 2024.01	Invoice	01/05/2024	Credit Card Purchases	0.00	1,098.98	
02819	Truist - Wastewater Dept	01/30/2024	Bank Draft	0.00	78.96	DFT0002842
7257 - 2024.01	Invoice	01/05/2024	Credit Card Purchases	0.00	78.96	
00175	Truist - Main Office 4972	01/30/2024	Bank Draft	0.00	1,077.85	DFT0002843
4972 - 2024.01	Invoice	01/05/2024	Credit Card Purchases	0.00	1,077.85	
00178	Truist - Rendon	01/30/2024	Bank Draft	0.00	57.59	DFT0002844
1099 - 2024.01	Invoice	01/05/2024	Credit Cards Purchases	0.00	57.59	
02766	Truist - ERodriguez	01/30/2024	Bank Draft	0.00	1,107.16	DFT0002845
6570 - 2024.01	Invoice	01/05/2024	Credit Card Purchases	0.00	1,107.16	
00183	Truist - Smith	01/30/2024	Bank Draft	0.00	1,224.28	DFT0002846
9968 - 2024.01	Invoice	01/05/2024	Credit Card Purchases	0.00	1,224.28	
02756	Enterprise FM Trust	01/22/2024	Bank Draft	0.00	13,759.56	DFT0002847
609436-010524	Invoice	01/05/2024	Enterprise Fleet Monthly Vehicle Charges	0.00	13,759.56	
02862	Divvy Inc.	01/09/2024	Bank Draft	0.00	1,779.60	DFT0002848
2024.01.08	Invoice	01/08/2024	Divvy Card Purchases	0.00	1,779.60	
00416	City of Austin	01/30/2024	Bank Draft	0.00	17,749.45	DFT0002849
224022871298	Invoice	01/16/2024	Utility Expense	0.00	105.29	
398029186226	Invoice	01/17/2024	Utility Expense	0.00	549.10	
399646768528	Invoice	01/11/2024	Utility Expense	0.00	87.00	
540966091751	Invoice	01/18/2024	Utility Expense	0.00	259.45	
718329183365	Invoice	01/12/2024	Utility Expense	0.00	16,748.61	
02862	Divvy Inc.	01/16/2024	Bank Draft	0.00	2,665.01	DFT0002850
2024.01.15	Invoice	01/15/2024	Divvy Card Purchases	0.00	2,665.01	
02862	Divvy Inc.	01/23/2024	Bank Draft	0.00	1,754.54	DFT0002851
2024.01.22	Invoice	01/22/2024	Divvy Card Purchases	0.00	1,754.54	
02862	Divvy Inc.	01/29/2024	Bank Draft	0.00	1,489.83	DFT0002866
2024.01.29	Invoice	01/29/2024	Divvy Card Purchases	0.00	1,489.83	
00174	Truist - Jeffrey	01/30/2024	Bank Draft	0.00	1,522.74	DFT0002867
1073 - 2024.01	Invoice	01/05/2024	Credit Card Purchases	0.00	1,522.74	
00180	Truist - Sarot	01/30/2024	Bank Draft	0.00	4,167.09	DFT0002868

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1040 - 2024.01	Invoice	01/05/2024	Credit Card Purchases	0.00	4,167.09	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	243	86	0.00	1,437,214.71
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-315.35
Bank Drafts	28	20	0.00	184,785.82
EFT's	7	7	0.00	214,153.41
	278	114	0.00	1,835,838.59

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	243	86	0.00	1,437,214.71
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-315.35
Bank Drafts	28	20	0.00	184,785.82
EFT's	7	7	0.00	214,153.41
	278	114	0.00	1,835,838.59

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	1/2024	1,835,838.59
			1,835,838.59

**West Travis County Public Utility Agency
Investment Report
Quarter Ended December 31, 2023**

BOARD OF DIRECTORS

West Travis County Public Utility Agency

Attached is the Quarterly Investment Report for the Quarter Ended December 31, 2023.

This report and the Agency's investment portfolio are in compliance with the investment strategies set forth in the Agency's investment policy and the Public Funds Investment Act.

The Investment Officer must attend at least one training seminar for ten hours within twelve months of taking office and at least ten hours of training within each two year period thereafter.

Compliance Record:

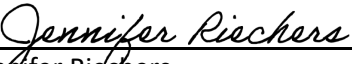
Investment Officer:

Jennifer Smith
Jennifer Smith
Jennifer Riechers
Jennifer Smith
Jennifer Riechers
Jennifer Smith
Jennifer Riechers

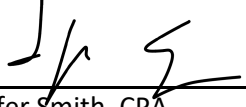
Training:

February 12, 2017 (Virtual Learning Concepts) - 10 hours
September 10-11, 2019 (UNT Center for Public Management) - 10 hours
September 10-11, 2019 (UNT Center for Public Management) - 10 hours
August 11-12, 2021 (UNT Center for Public Management/GTOT) - 10 hours
August 11-12, 2021 (UNT Center for Public Management/GTOT) - 10 hours
March 20, 2023 (UNT Center for Public Management/GTOT) - 6 hours
March 20, 2023 (UNT Center for Public Management/GTOT) - 6 hours

This report was presented for Board approval on February 15, 2024.



Jennifer Riechers
General Manager
Primary Investment Officer



Jennifer Smith, CPA
Controller
Investment Officer

Investment Accounts Activity Summary

All Funds	Oct-23	Nov-23	Dec-23	FY 2024
Beginning Balance	\$ 81,618,958.08	\$ 81,924,604.71	\$ 82,722,313.11	\$ 81,618,958.08
Interest	125,983.75	126,934.61	129,818.37	382,736.73
Accrued Interest Change	6,568.30	16,258.47	(8,611.75)	14,215.02
Net Amortization	118,253.71	53,618.44	214,131.61	386,003.76
Realized Gain (Loss)	(24,426.56)	(169,823.69)	(24,201.81)	(218,452.06)
Unrealized Gain (Loss)	81,840.13	797,693.72	598,959.17	1,478,493.02
Fees-Truist	(2,572.70)	(1,353.15)	(1,718.13)	(5,643.98)
Fees-Sterling	-	(25,620.00)	-	(25,620.00)
Ending Balance	<u>\$ 81,924,604.71</u>	<u>\$ 82,722,313.11</u>	<u>\$ 83,630,690.57</u>	<u>\$ 83,630,690.57</u>

	Total by Fund
Impact Fee Fund	\$ 30,988,760.48
Capital Projects Fund	26,342,794.50
Debt Service Fund	13,506,328.10
Facilities Fund	6,253,131.17
General Operating Fund	3,284,900.58
Rate Stabilization Fund	3,254,775.74
	<u>\$ 83,630,690.57</u>

	Total by Type
Cash/Due to Brokers	\$ -
Accrued Income	444,179.52
Money Market	132,116.37
US Govt Agency Bonds/Notes	37,744,571.92
Municipal Bonds	39,622,069.70
Corporate Bonds	5,687,753.06
	<u>\$ 83,630,690.57</u>

Portfolio Performance (net)	Time Weighted Return		
	One Month	Last Quarter	Fiscal YTD
	Dec-23	Oct 23-Dec 23	Oct 23-Dec 23
	1.12%	2.50%	2.50%



BALANCE SHEET

10/01/23 THROUGH 12/31/23

ACCOUNT M30024

WTCPUA

	<u>COST BEGINNING</u>	<u>MARKET VALUE BEGINNING</u>	<u>COST ENDING</u>	<u>MARKET VALUE ENDING</u>	<u>% OF TOTAL</u>
STIF & MONEY MARKET FUNDS	163,132.55	163,132.55	132,116.37	132,116.37	0.16
U.S. GOVERNMENT & AGENCY BONDS	43,188,325.12	42,026,535.60	38,115,670.04	37,744,571.92	45.37
CORPORATE OBLIGATIONS	2,657,608.16	2,622,442.53	5,668,296.91	5,687,753.06	6.84
MUNICIPAL OBLIGATIONS	37,682,952.47	36,376,882.90	40,294,959.43	39,622,069.70	47.63
CASH	0.00	0.00	0.00	0.00	0.00
PENDING CASH	0.00	0.00	0.00	0.00	0.00
TOTAL ASSETS	83,692,018.30	81,188,993.58	84,211,042.75	83,186,511.05	100.00
ACCRUED INCOME	429,964.50	429,964.50	444,179.52	444,179.52	
ACCOUNT TOTAL	84,121,982.80	81,618,958.08	84,655,222.27	83,630,690.57	

ITEM C



Corporate Trust Account Invoice Summary

Name of Issue:

West Travis County Public Utility Agency Revenue Bonds,
Series 2015 \$37,035,000

West Travis Co PUA
General Manager-Operator
13215 Bee Cave Parkway, Suite B-110
Bee Cave TX 78738

Ref. Number : WEST415RB

For questions contact: Tony Hongnoi 972-892-9968

DUE DATE 2/15/2024

	Principal Outstanding	\$14,355,000.00
Debt Service		
	Principal Due	\$0.00
	Interest Due	\$268,456.25
	Total Debt Service Due :	\$268,456.25
	Semi Annual Paying Agent Fee :	\$200.00
	TOTAL AMOUNT DUE:	\$268,656.25

**Wire payments must be received 1 business day prior to Due Date
Check & ACH Payments must be received 5 business days prior to the Due Date**

IF REMITTING CHECK PAYMENT, PLEASE RETURN THE BOTTOM SECTION AND RETAIN TOP PORTION FOR YOUR RECORDS.

Name of Issue:

West Travis County Public Utility Agency
Revenue Bonds, Series 2015 \$37,035,000

Remit Check To:

(Must be received 5 business days prior to Due Date)
BOKF, NA
Department 41113
PO Box 650020
Dallas, TX 75265

DUE DATE 2/15/2024

Reference Number:	WEST415RB
Net Amount Due:	\$268,656.25
Current Debt Service:	\$268,456.25
Paying Agent Fee:	\$200.00
Amount Enclosed:	

Wire/ACH Instructions:

(Wires must be received 1 business day prior to Due Date)
(ACHs must be received 5 business day prior to Due Date)
BOKF, NA
ABA 103900036
A/C Name: Wealth Management
A/C #: 600024642
REF: Texas Agency CT - WEST415RB



Corporate Trust Account Invoice Summary

Name of Issue:

West Travis County Public Utility Agency Revenue
Refunding Bonds, Series 2017 \$151,730,000

West Travis Co PUA
General Manager-Operator
13215 Bee Cave Parkway, Suite B-110
Bee Cave TX 78738

Ref. Number : WEST1217RR

For questions contact: Tony Hongnoi 972-892-9968

DUE DATE 2/15/2024

Debt Service	Principal Outstanding	\$141,430,000.00
	Principal Due	\$0.00
	Interest Due	\$3,013,250.00
	Total Debt Service Due :	\$3,013,250.00
	Semi Annual Paying Agent Fee :	\$200.00
	TOTAL AMOUNT DUE:	\$3,013,450.00

**Wire payments must be received 1 business day prior to Due Date
Check & ACH Payments must be received 5 business days prior to the Due Date**

IF REMITTING CHECK PAYMENT, PLEASE RETURN THE BOTTOM SECTION AND RETAIN TOP PORTION FOR YOUR RECORDS.

DUE DATE 2/15/2024

Name of Issue:
West Travis County Public Utility Agency
Revenue Refunding Bonds, Series 2017
\$151,730,000

Reference Number:	WEST1217RR
Net Amount Due:	\$3,013,450.00
Current Debt Service:	\$3,013,250.00
Paying Agent Fee:	\$200.00
Amount Enclosed:	

Remit Check To:
(Must be received 5 business days prior to Due Date)
BOKF, NA
Department 41113
PO Box 650020
Dallas, TX 75265

Wire/ACH Instructions:
(Wires must be received 1 business day prior to Due Date)
(ACHs must be received 5 business day prior to Due Date)
BOKF, NA
ABA 103900036
A/C Name: Wealth Management
A/C #: 600024642
REF: Texas Agency CT - WEST1217RR



Corporate Trust Account Invoice Summary

Name of Issue:

West Travis County Public Utility Agency Revenue Bonds,
Series 2019

West Travis Co PUA
General Manager-Operator
13215 Bee Cave Parkway, Suite B-110
Bee Cave TX 78738

Ref. Number : WEST419RB

For questions contact: Tony Hongnoi 972-892-9968

DUE DATE 2/15/2024

Debt Service	Principal Outstanding	\$14,385,000.00
	Principal Due	\$0.00
	Interest Due	\$302,900.00
	Total Debt Service Due :	\$302,900.00
	Semi Annual Paying Agent Fee :	\$200.00
	TOTAL AMOUNT DUE:	\$303,100.00

Wire payments must be received 1 business day prior to Due Date
Check & ACH Payments must be received 5 business days prior to the Due Date

IF REMITTING CHECK PAYMENT, PLEASE RETURN THE BOTTOM SECTION AND RETAIN TOP PORTION FOR YOUR RECORDS.

DUE DATE 2/15/2024

Name of Issue:

West Travis County Public Utility Agency
Revenue Bonds, Series 2019

Reference Number:	WEST419RB
Net Amount Due:	\$303,100.00
Current Debt Service:	\$302,900.00
Paying Agent Fee:	\$200.00
Amount Enclosed:	

Remit Check To:

(Must be received 5 business days prior to Due Date)
BOKF, NA
Department 41113
PO Box 650020
Dallas, TX 75265

Wire/ACH Instructions:

(Wires must be received 1 business day prior to Due Date)
(ACHs must be received 5 business day prior to Due Date)
BOKF, NA
ABA 103900036
A/C Name: Wealth Management
A/C #: 600024642
REF: Texas Agency CT - WEST419RB



Corporate Trust Account Invoice Summary

Name of Issue:

West Travis County Public Utility Agency Revenue Bonds,
Series 2022

West Travis Co PUA
General Manager-Operator
13215 Bee Cave Parkway, Suite B-110
Bee Cave TX 78738

Ref. Number : WEST522RB

For questions contact: Rayne Smith - 210-904-8597

DUE DATE 2/15/2024

Principal Outstanding	\$39,750,000.00
Debt Service	
Principal Due	\$0.00
Interest Due	\$853,437.50
Total Debt Service Due :	\$853,437.50
Semi Annual Paying Agent Fee :	\$200.00
TOTAL AMOUNT DUE:	\$853,637.50

Wire payments must be received 1 business day prior to Due Date
Check & ACH Payments must be received 5 business days prior to the Due Date

IF REMITTING CHECK PAYMENT, PLEASE RETURN THE BOTTOM SECTION AND RETAIN TOP PORTION FOR YOUR RECORDS.

DUE DATE 2/15/2024

Name of Issue:

West Travis County Public Utility Agency
Revenue Bonds, Series 2022

Reference Number:	WEST522RB
Net Amount Due:	\$853,637.50
Current Debt Service:	\$853,437.50
Paying Agent Fee:	\$200.00
Amount Enclosed:	

Remit Check To:

(Must be received 5 business days prior to Due Date)
BOKF, NA
Department 41113
PO Box 650020
Dallas, TX 75265

Wire/ACH Instructions:

(Wires must be received 1 business day prior to Due Date)
(ACHs must be received 5 business day prior to Due Date)
BOKF, NA
ABA 103900036
A/C Name: Wealth Management
A/C #: 600024642
REF: Texas Agency CT - WEST522RB



Murfee Engineering Company

December 20th, 2023

Mr. Scott Roberts, President and Board of Directors
West Travis County Public Utility Agency
13215 Bee Cave Parkway, Building B, Suite 110
Bee Cave, Texas 78738

**Re: 30" Raw Water Transmission Main No. 2 CIP Project
Contractor's Application for Payment No. 17 (Fiscal Release)**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 17 from Cash Construction Company, INC. for the period ending August 8th, 2023. This request specifically supplements the August 2023 release of retainage, with the release of the remaining fiscal cash security held by Travis County. We have received confirmation that Travis County has begun processing the fiscal release and we therefore recommend this application for approval in the amount of one hundred thirty thousand, five hundred eighty and 00/100 dollars (\$130,580.00). Please call if you have any questions or need any additional information:

Original Contract Price:	\$4,374,565.00
Net Change by Change Orders:	\$519,749.45
Current Contract Price:	\$4,894,314.45
Total Completed and Stored to Date:	\$4,894,314.45
Retainage (10%):	\$0.00
Amount Due this Application:	\$130,580.00

If you have any questions, please do not hesitate to contact me.

Sincerely,

Jason Baze, P.E.

cc: Jennifer Riechers – WTCPUA
MEC File No. 11051.116

APPLICATION FOR PAYMENT



CONTRACTOR:
 CASH CONSTRUCTION COMPANY, INC.
 217 KINGSTON LACY BLVD.
 PFLUGERVILLE, TEXAS 78660
 P(512) 251-7872
 F(512) 990-0616

OWNER:
 WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
 13215 BEE CAVE PARKWAY, BUILDING B, SUITE 110
 BEE CAVE, TEXAS 78738

PROJECT NAME: **30" Raw Water Transmission Main No. 2**
 CASH JOB NO: 901

PROJECT DATE AS OF:	12/31/2023
BILLED TO PAY REQUEST NO.:	17 FINAL
TOTAL WORK COMPLETED TO DATE	\$4,894,314.45
RETAINAGE:	\$0.00
AMOUNT DUE THIS ESTIMATE:	\$4,894,314.45
PREVIOUS BILLINGS:	\$4,763,734.45
CURRENT AMOUNT DUE	\$130,580.00

CONTRACT DATE:	09/13/2019
ORIGINAL CONTRACT AMOUNT:	\$4,374,565.00
ADD BID ALTERNATE #1	\$18,000.00
CHANGE ORDER #1	\$377,401.00
DEDUCT	-\$250.00
CHANGE ORDER #2	\$107,936.41
CHANGE ORDER #3	\$21,775.54
CHANGE ORDER #4	-\$5,113.50
REVISED CONTRACT AMOUNT:	\$4,894,314.45

	<u>12/19/2023</u>
Cash Construction	Date
Name: <u>Ty Egbert Senior Project Manager</u>	
Murfee Engineering Company as Design Engineer	Date
Name: 	<u>12-20-2023</u>
West Travis County PUA	Date
Name: _____	<u>1/5/24</u>

Rain Days:
 11/7/19, 11/8/19, 1/16/20, 1/17/20, 1/22/20, 1/28/20, 2/10/20, 2/11/20,
 2/12/20, 2/20/20, 2/21/20, 3/4/20, 3/5/20, 3/9/20, 3/20/20, 3/23/20,
 3/30/20, 4/2/20, 4/3/20, 4/6/20, 5/12/20, 5/13/20, 5/16/20, 5/26/20,
 5/28/20, 6/20/20, 6/23/20, 6/24/20, 6/26/20, 6/27/20, 9/3/20, 9/4/20,
 9/5/20, 9/9/20, 9/10/20, 9/21/20, 9/22/20, 9/23/20, 10/28/20, 12/30/20,
 12/31/20, 1/11/21, 1/20/21, 1/21/21, 1/22/21, 1/23/21, 2/11/21, 2/12/21,
 2/13/21, 2/14/21,
 2/15/21, 2/16/21, 2/17/21, 2/18/21, 2/19/21, 2/20/21, 3/1/21, 3/13/21

TO: WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
 13215 BEE CAVE PARKWAY, BUILDING B, SUITE 110
 BEE CAVE, TEXAS 78738

APPLICATION FOR PAYMENT

FROM: CASH CONSTRUCTION COMPANY, INC.
 217 KINGSTON LACY BLVD.
 PFLUGERVILLE, TEXAS 78660

JOB NAME: 30" Raw Water Transmission Main No. 2
 JOB# 901
 ESTIMATE # 17 FINAL
 DATE 12/31/2023
 ORIG. AMOUNT \$4,374,565.00
 REV. AMOUNT \$4,894,314.45
 RETAINAGE 0%

TOTAL WORK THIS ESTIMATE \$0.00
 TOTAL COMPLETED TO DATE \$4,894,314.45
 LESS RETAINAGE \$0.00
 TOTAL DUE TO DATE \$4,894,314.45
 PREVIOUS BILLINGS \$4,763,734.45
 AMOUNT DUE THIS ESTIMATE \$130,580.00

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
12/31/2023											
17 FINAL											
50	SILT FENCE	LF	16,900.00	\$42,250.00	\$2.50	16,900.00	0.00	\$0.00	16,900.00	\$42,250.00	100.00%
70	ROCK BERM	LF	120.00	\$3,000.00	\$25.00	120.00	0.00	\$0.00	120.00	\$3,000.00	100.00%
90	STABILIZED CONSTRUCTION ENTRANCE	EA	9.00	\$18,000.00	\$2,000.00	9.00	0.00	\$0.00	9.00	\$18,000.00	100.00%
110	LOC RESTORATION / HYDROMULCH SEEDING	SY	26,600.00	\$26,600.00	\$1.00	26,600.00	0.00	\$0.00	26,600.00	\$26,600.00	100.00%
130	SOIL RETENTION BLANKET (TRM)	SY	500.00	\$1,000.00	\$2.00	500.00	0.00	\$0.00	500.00	\$1,000.00	100.00%
150	TEMPORARY IRRIGATION SYSTEM	SY	10,000.00	\$3,000.00	\$0.30	10,000.00	0.00	\$0.00	10,000.00	\$3,000.00	100.00%
170	TREE PROTECTION	LF	4,500.00	\$13,500.00	\$3.00	4,500.00	0.00	\$0.00	4,500.00	\$13,500.00	100.00%
190	REMOVE & REPLACE EXISTING ROCK GABION	LF	20.00	\$16,000.00	\$800.00	20.00	0.00	\$0.00	20.00	\$16,000.00	100.00%
210	DRY STACK ROCK WALL FOR SLOPE STABILIZATION	LF	100.00	\$12,000.00	\$120.00	100.00	0.00	\$0.00	100.00	\$12,000.00	100.00%
230	CRUSHED STONE STABILIZED AREA FOR EROSION CONTROL	SY	500.00	\$10,000.00	\$20.00	500.00	0.00	\$0.00	500.00	\$10,000.00	100.00%
250	SWPPP COMPLIANCE	LS	1.00	\$2,000.00	\$2,000.00	1.00	0.00	\$0.00	1.00	\$2,000.00	100.00%
WATER											
310	30" DUCTILE IRON WATER MAIN	LF	8,982.00	\$1,985,022.00	\$221.00	8,982.00	0.00	\$0.00	8,982.00	\$1,985,022.00	100.00%
315	30" DI RESTRAINED JOINT	LF	2,200.00	\$1,144,000.00	\$520.00	2,200.00	0.00	\$0.00	2,200.00	\$1,144,000.00	100.00%
320	48" STEEL CASING BY BORE	LF	164.00	\$157,440.00	\$960.00	164.00	0.00	\$0.00	164.00	\$157,440.00	100.00%
330	42" STEEL ENCASMENT PIPE INSTALLED BY BORING	LF	365.00	\$313,900.00	\$860.00	365.00	0.00	\$0.00	365.00	\$313,900.00	100.00%
350	3 - 3" CPVC CHEMICAL LINES (CHLORINE)	LF	865.00	\$31,140.00	\$36.00	865.00	0.00	\$0.00	865.00	\$31,140.00	100.00%
370	2 - 1" CPVC CHEMICAL LINES (PERMANGANATE)	LF	1,570.00	\$14,130.00	\$9.00	1,570.00	0.00	\$0.00	1,570.00	\$14,130.00	100.00%
390	30" GATE VALVE & BOX	EA	4.00	\$140,000.00	\$35,000.00	4.00	0.00	\$0.00	4.00	\$140,000.00	100.00%
410	DRAIN VALVE ASSEMBLY	EA	5.00	\$50,000.00	\$10,000.00	5.00	0.00	\$0.00	5.00	\$50,000.00	100.00%
430	4" AIR RELEASE/VACUUM VALVE & VAULT	EA	6.00	\$78,000.00	\$13,000.00	6.00	0.00	\$0.00	6.00	\$78,000.00	100.00%
450	FLOW METER ASSEMBLY & VAULT	EA	1.00	\$45,000.00	\$45,000.00	1.00	0.00	\$0.00	1.00	\$45,000.00	100.00%
470	30" WET CONN AT PUMP HOUSE	LS	1.00	\$7,000.00	\$7,000.00	1.00	0.00	\$0.00	1.00	\$7,000.00	100.00%
490	TIE INTO EXISTING 30" RAW WATER MAIN	EA	1.00	\$10,000.00	\$10,000.00	1.00	0.00	\$0.00	1.00	\$10,000.00	100.00%
530	CONCRETE RETARD BLOCKS	EA	40.00	\$28,000.00	\$700.00	40.00	0.00	\$0.00	40.00	\$28,000.00	100.00%
550	CHEMICAL INJECTION MANHOLE	EA	2.00	\$14,000.00	\$7,000.00	2.00	0.00	\$0.00	2.00	\$14,000.00	100.00%
570	DISINFECTION AND TESTING	LF	8,982.00	\$8,982.00	\$1.00	8,982.00	0.00	\$0.00	8,982.00	\$8,982.00	100.00%
590	TRENCH SAFETY	LF	8,982.00	\$4,491.00	\$0.50	8,982.00	0.00	\$0.00	8,982.00	\$4,491.00	100.00%
MISC											
650	BONDS & INSURANCE	LS	1.00	\$40,000.00	\$40,000.00	1.00	0.00	\$0.00	1.00	\$40,000.00	100.00%
670	ORANGE CONSTRUCTION FENCE	LF	18,900.00	\$47,250.00	\$2.50	18,900.00	0.00	\$0.00	18,900.00	\$47,250.00	100.00%
690	TEMPORARY CHAIN LINK FENCE	LF	4,020.00	\$12,060.00	\$3.00	4,020.00	0.00	\$0.00	4,020.00	\$12,060.00	100.00%
710	REMOVE & REPLACE CONCRETE SIDEWALK	SY	20.00	\$1,600.00	\$80.00	20.00	0.00	\$0.00	20.00	\$1,600.00	100.00%
730	TEMPORARY BYPASS TRAIL AT SCHOOL SITE	SY	80.00	\$1,600.00	\$20.00	80.00	0.00	\$0.00	80.00	\$1,600.00	100.00%
750	REMOVE & REPLACE METAL FENCING AT SCHOOL SITE	LS	1.00	\$2,300.00	\$2,300.00	1.00	0.00	\$0.00	1.00	\$2,300.00	100.00%
760	REMOVE & REPLACE STONE WALL	LS	1.00	\$5,000.00	\$5,000.00	1.00	0.00	\$0.00	1.00	\$5,000.00	100.00%
810	RESTORATION OF HIKE & BIKE TRAIL (CRUSHED GRANITE)	SY	2,000.00	\$10,000.00	\$5.00	2,000.00	0.00	\$0.00	2,000.00	\$10,000.00	100.00%
830	TRAIL STAIRWAY (5' WIDE REINFORCED CONCRETE)	LS	1.00	\$20,000.00	\$20,000.00	1.00	0.00	\$0.00	1.00	\$20,000.00	100.00%
850	TREE PRUNING BY CERTIFIED ARBORIST	LS	1.00	\$5,000.00	\$5,000.00	1.00	0.00	\$0.00	1.00	\$5,000.00	100.00%
870	TREE REMOVAL	EA	23.00	\$25,300.00	\$1,100.00	23.00	0.00	\$0.00	23.00	\$25,300.00	100.00%
890	SEAL AND STRIPE HOA PARKING LOT	LS	1.00	\$12,000.00	\$12,000.00	1.00	0.00	\$0.00	1.00	\$12,000.00	100.00%
910	COORDINATION WITH POWER COMPANY	LS	1.00	\$1,000.00	\$1,000.00	1.00	0.00	\$0.00	1.00	\$1,000.00	100.00%
930	TRAFFIC CONTROL	LS	1.00	\$13,000.00	\$13,000.00	1.00	0.00	\$0.00	1.00	\$13,000.00	100.00%
DEDUCT											
850	TREE PRUNING BY CERTIFIED ARBORIST	LS	1.00	-\$250.00	-\$250.00	1.00	0.00	\$0.00	1.00	-\$250.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
CO1	ADDITIONAL CULVERT FOR EROSION STABILIZATION	LS	1.00	\$4,800.00	\$4,800.00	1.00	0.00	\$0.00	1.00	\$4,800.00	100.00%
CO1	ADDITIONAL TREE TRIMMING ALONG BEE CAVES ROW	DAY	2.00	\$7,000.00	\$3,500.00	2.00	0.00	\$0.00	2.00	\$7,000.00	100.00%
CO1	ADDITIONAL SIGNAGE PER SIGNAGE PLAN	LS	1.00	\$2,100.00	\$2,100.00	1.00	0.00	\$0.00	1.00	\$2,100.00	100.00%
CO1	UPSIZE 42" BORE TO 48" BORE	LF	100.00	\$10,000.00	\$100.00	100.00	0.00	\$0.00	100.00	\$10,000.00	100.00%
CO1	ADDITIONAL 48" BORES	LF	60.00	\$57,600.00	\$960.00	60.00	0.00	\$0.00	60.00	\$57,600.00	100.00%
CO1	RE STOCKING FEE OF 25% OF CASTING COST FOR 42" CASING	LS	1.00	\$3,375.00	\$3,375.00	1.00	0.00	\$0.00	1.00	\$3,375.00	100.00%
CO1	ADDITIONAL MOBILIZATION & SET UP FOR 20' BORES	MO	3.00	\$19,500.00	\$6,500.00	3.00	0.00	\$0.00	3.00	\$19,500.00	100.00%
CO1	ROLL SET UP TO ROLL ADDITIONAL 160 LF OF 48" CASING	LS	1.00	\$6,750.00	\$6,750.00	1.00	0.00	\$0.00	1.00	\$6,750.00	100.00%
CO2	ADDITIONAL 1.5" CONDUIT	LF	11,182.00	\$201,276.00	\$18.00	11,182.00	0.00	\$0.00	11,182.00	\$201,276.00	100.00%
CO2	REPROCESS DITCH FOR CONDUIT	LF	5,000.00	\$65,000.00	\$13.00	5,000.00	0.00	\$0.00	5,000.00	\$65,000.00	100.00%
ADD BID ALTERNATE #1											
ALT #1	TIE INTO EXISTING 8" RAW WATER LINE AT STA. 92+45	LS	1.00	\$18,000.00	\$18,000.00	1.00	0.00	\$0.00	1.00	\$18,000.00	100.00%
CHANGE ORDER #2											
CO2	Deduct: Decomposed Granite Material	TNS	-270.00	-\$4,860.00	\$18.00	-270.00	0.00	\$0.00	-270.00	-\$4,860.00	100.00%
CO2	Deduct: L. LOC Restoration / Hydromulch Seeding	SY	-1,560.00	-\$1,560.00	\$1.00	-1,560.00	0.00	\$0.00	-1,560.00	-\$1,560.00	100.00%
CO2	Add: LadyBirds's Lagacy Wildflower Mix #1814 to Bee Caves ROW Reveg	AC	4.46	\$4,821.26	\$1,081.00	4.46	0.00	\$0.00	4.46	\$4,821.26	100.00%
CO2	Add: Mulch Rolls along Bee Caves ROW	LF	800.00	\$3,600.00	\$4.50	800.00	0.00	\$0.00	800.00	\$3,600.00	100.00%
CO2	Add: Diversion Berm along Bee Caves ROW	LF	300.00	\$1,350.00	\$4.50	300.00	0.00	\$0.00	300.00	\$1,350.00	100.00%
CO2	Add: Rock Excavation	CY	2,636.00	\$21,088.00	\$8.00	2,636.00	0.00	\$0.00	2,636.00	\$21,088.00	100.00%
CO2	Add: Embankment	CY	3,155.00	\$10,253.75	\$3.25	3,155.00	0.00	\$0.00	3,155.00	\$10,253.75	100.00%
CO2	Add: Extend Trail Restoration (incl Landscape Bolder placement)	SY	1,560.00	\$12,480.00	\$8.00	1,560.00	0.00	\$0.00	1,560.00	\$12,480.00	100.00%
CO2	Add: Drainage Piping at Trail Crossing - Sta. 29+66	LF	40.00	\$2,000.00	\$50.00	40.00	0.00	\$0.00	40.00	\$2,000.00	100.00%
CO2	Add: Drainage Piping at Trail Crossing - Sta. 15+50	LF	20.00	\$1,000.00	\$50.00	20.00	0.00	\$0.00	20.00	\$1,000.00	100.00%
CO2	Add: Low Water Crossing Repair	LS	1.00	\$9,500.00	\$9,500.00	1.00	0.00	\$0.00	1.00	\$9,500.00	100.00%
CO2	Add: Level Up Turn-Around Area	LS	1.00	\$2,500.00	\$2,500.00	1.00	0.00	\$0.00	1.00	\$2,500.00	100.00%
CO2	Add: Stairs w/ Flume	LF	94.00	\$36,998.40	\$393.60	94.00	0.00	\$0.00	94.00	\$36,998.40	100.00%
CO2	Delete Seal and Stripe HOA Parking Lot	LS	-1.00	-\$12,000.00	\$12,000.00	-1.00	0.00	\$0.00	-1.00	-\$12,000.00	100.00%
CO2	Add: 1" HMA TY D Overlay and Striping - HOA Parking Lot	LS	1.00	\$20,575.00	\$20,575.00	1.00	0.00	\$0.00	1.00	\$20,575.00	100.00%
CO2	Add: Furnish and Install Wheel Stops	EA	2.00	\$190.00	\$95.00	2.00	0.00	\$0.00	2.00	\$190.00	100.00%
CHANGE ORDER #3											
CO3	Deduct: 210 - Dry Stack Rock Wall for Slope Stabilization	LF	-100.00	-\$12,000.00	\$120.00	-100.00	0.00	\$0.00	-100.00	-\$12,000.00	100.00%
CO3	Add: Cost Participation for WLE Irrigation System Install Subcontract	LS	1.00	\$18,211.43	\$18,211.43	1.00	0.00	\$0.00	1.00	\$18,211.43	100.00%
CO3	Add: Cost Participation for WLE Irrigation System Install Change Order #1	LS	1.00	\$3,314.11	\$3,314.11	1.00	0.00	\$0.00	1.00	\$3,314.11	100.00%
CO3	Add: Drain System at Pump House	LS	1.00	\$12,250.00	\$12,250.00	1.00	0.00	\$0.00	1.00	\$12,250.00	100.00%
CHANGE ORDER #4											
CO4	Retainage Reduction	LS	1.00	-\$5,113.50	-\$5,113.50	1.00	0.00	\$0.00	1.00	-\$5,113.50	100.00%
TOTAL CONTRACT				\$4,894,314.45				\$0.00		\$4,894,314.45	

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project 30" Raw Water Transmission Main No. 2
Job No. 901

On receipt by the signer of this document of a check from West Travis County Public Utility Agency in the sum of \$130,580.00 payable to Cash Construction Company, Inc. and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of West Travis County Public Utility Agency located at 30" Raw Water Transmission Main No. 2 to the following extent: Water Transmission Improvements.


This release covers a final payment for all labor, services, equipment, or materials furnished to the property or to West Travis County Public Utility Agency as indicated in the attached statement(s) or final payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or final payment request(s).

Date 12/19/2023

Cash Construction Company, Inc.

By 
Tyler Simmons, Controller

SWORN TO AND SUBSCRIBED BEFORE ME by Tyler Simmons, Controller
Construction Company, Inc., on this 19th day of December, 2023.

Notary Public Signature





OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA

County Auditor

712 S. Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

marisol.alonzo@co.hays.tx.us

512-393-2283

Fax: 512-393-2248

January 9, 2024

West Travis County Public Utility Agency
Attention: Tricia S. Tichenor-Altamirano, P.E.
13215 Bee Cave Parkway, Building B, Suite 110
Bee Cave, Texas 78738

Hays County Road Bond Program
Invoice No. 202309-Darden Hill at Sawyer Ranch Roundabout

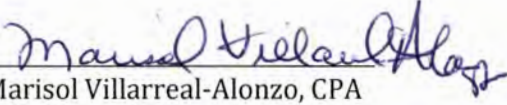
Reimbursement Period: 05/26/2023 to 11/25/2023
Project: Darden Hill at Sawyer Ranch Road
Roundabout
(Project Code 20-867-035)

Partial Reimbursement Request - In accordance with the Interlocal Agreement between the County and the West Travis County Public Utility Agency. Please submit the following payment to Hays County.

Total Amount Due: \$154,199.53

BASE BID - DARDEN HILL AT SAWYER RANCH ROUNDABOUT Sub Total =	\$ 3,118,634.50
BID BASE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY WATERLINE RELOCATION	\$ 468,662.00
CHANGE ORDER NO. 1 (Replace Type A Fencing with Type D Fencing)	\$ 40,533.97
CHANGE ORDER NO. 2 (Tree Removal, Electrical Conduit, Removal of Lime Treatment)	\$ (58,334.78)
CHANGE ORDER NO. 3 (Truck Apron, Change Type of Curb, Change Asphalt Base)	\$ (13,732.15)
CHANGE ORDER NO. 4 (Waterline Adjustments)	\$ (310,977.78)
DARDEN HILL AT SAWYER RANCH ROAD ROUNDABOUT PROJECT TOTAL =	\$ 3,244,785.76
PERCENTAGE OF WATERLINE ITEMS RELATIVE TO PROJECT TOTAL =	4.86%
ITEMS 61 - 72 WATERLINE ITEMS =	\$ 137,740.00
100-6002 PREP ROW (WATERLINE PERCENTAGE) =	\$ 2,405.51
500-6001 MOBILIZATION (WATERLINE PERCENTAGE) =	\$ 13,120.97
502-6001 BARRICADES, SIGNS AND TRAFFIC HANDLING (WATERLINE PERCENTAGE) =	\$ 933.05
ELIGIBLE WATERLINE ITEMS TOTAL (PAY ESTIMATE 1-6) =	\$ 154,199.53
TOTAL INVOICE AMOUNT =	\$ 154,199.53

Submitted:



Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Attachment: Calculation Worksheet
Executed Pay Estimates #1-6 for Aaron Concrete Contractors
Executed Change Orders #1-4 for Darden Hill Roundabout
Executed Interlocal Agreement
Disbursement for Pay Estimates #1-6

cc: Jerry Borcharding, P.E., Director, Hays County Transportation Department
Winton Porterfield, Assistant Director, Hays County Transportation Department
Carlos Lopez, P.E., HNTB Corporation
Maria C. Castanon, P.E., HNTB Corporation

Remit Payment:

Hays County Auditor's Office
ATTN: Doug Olson
Hays Government Center, Suite 1071
712 S. Stagecoach Trail
San Marcos, Texas 78666

Pay Estimate	Billing Period		Total Amount	Retainage (5%)	Total	BID ITEMS			
	From	To				100-6002 PREP ROW	500-6001 MOBILIZATION	502-6001 BARRICADES, SIGNS, AND TRAFFIC HANDLING	WATER LINE
						ITEM #1	ITEM #26	ITEM #27	(ITEMS #61 - #72)
1	5/26/2023	6/25/2023	\$ 599,977.87	\$ 29,998.89	\$ 569,978.98	\$ 24,750.00	\$ 225,000.00	\$ 3,200.00	\$ -
2	6/26/2023	7/31/2023	\$ 736,357.40	\$ 36,817.87	\$ 699,539.53	\$ 2,750.00	\$ 45,000.00	\$ 3,200.00	\$ -
3	8/1/2023	8/25/2023	\$ 210,437.98	\$ 10,521.90	\$ 199,916.08	\$ -	\$ -	\$ 3,200.00	\$ -
4	8/26/2023	9/25/2023	\$ 783,731.35	\$ 39,186.57	\$ 744,544.78	\$ 22,000.00	\$ -	\$ 3,200.00	\$ 76,590.00
5	9/26/2023	10/25/2023	\$ 158,029.12	\$ 7,901.46	\$ 150,127.66	\$ -	\$ -	\$ 3,200.00	\$ 61,150.00
6	10/26/2024	11/25/2024	\$ 8,521.35	\$ 426.07	\$ 8,095.28	\$ -	\$ -	\$ 3,200.00	\$ -
TOTAL =						\$ 49,500.00	\$ 270,000.00	\$ 19,200.00	\$ 137,740.00

BASE BID - DARDEN HILL AT SAWYER RANCH ROUNDABOUT Sub Total =	\$ 3,118,634.50
BID BASE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY WATERLINE RELOCATION	\$ 468,662.00
CHANGE ORDER NO. 1 (Replace Type A Fencing with Type D Fencing)	\$ 40,533.97
CHANGE ORDER NO. 2 (Tree Removal, Electrical Conduit, Removal of Lime Treatment)	\$ (58,334.78)
CHANGE ORDER NO. 3 (Truck Apron, Change Type of Curb, Change Asphalt Base)	\$ (13,732.15)
CHANGE ORDER NO. 4 (Waterline Adjustments)	\$ (310,977.78)
DARDEN HILL AT SAWYER RANCH ROAD ROUNDABOUT PROJECT TOTAL =	\$ 3,244,785.76
PERCENTAGE OF WATERLINE ITEMS RELATIVE TO PROJECT TOTAL =	4.86%
ITEMS 61 - 72 WATERLINE ITEMS =	\$ 137,740.00
100-6002 PREP ROW (WATERLINE PERCENTAGE) =	\$ 2,405.51
500-6001 MOBILIZATION (WATERLINE PERCENTAGE) =	\$ 13,120.97
502-6001 BARRICADES, SIGNS AND TRAFFIC HANDLING (WATERLINE PERCENTAGE) =	\$ 933.05
ELIGIBLE WATERLINE ITEMS TOTAL (PAY ESTIMATE 1-6) =	\$ 154,199.53
TOTAL INVOICE AMOUNT =	\$ 154,199.53



Murfee Engineering Company

January 4, 2024

Mr. Scott Roberts, President and
Board of Directors
West Travis County Public Utility Agency
13215 Bee Cave Parkway, Building B, Suite 110
Bee Cave, Texas 78738

**Re: WTCPUA 1240 Elevated Storage Tank
Contractor's Application for Payment No. 6**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 6 from Landmark Structures for the period ending December 31, 2023. We have reviewed this application for payment, concur with the items and quantities, and recommend approval and payment in the amount of one hundred nine thousand six hundred sixty-eight dollars and zero cents. (\$109,668.00). This application for payment is broken down as follows:

Original Contract Price:	\$3,980,000.00
Net change with Change Orders	\$0.00
Total Completed and stored to Date:	\$3,015,726.00
Retainage (5%):	\$150,786.31
Amount Due this Application:	\$109,668.00
Balance to Finish, Plus Retainage:	\$1,115,060.31

If you have any questions, please do not hesitate to contact me.

Sincerely,

Bryce Canady
Project Manager - MEC

cc: Jennifer Reichers – WTCPUA
MEC File No. 11051-169

TO OWNER/CLIENT: West Travis County Public Utility Agency 13215 Bee Cave Pkwy Bldg B, Ste 110 Bee Cave, Texas 78738

PROJECT: 1781 - 1781 West Travis Co TX - 1.0MG CET 304 Old Stone Rd. Austin, Texas 78737

FROM CONTRACTOR: Landmark Structures 1665 Harmon Rd Fort Worth, Texas 76177

VIA ARCHITECT/ENGINEER: Roberto Ferreira (Murfee Engineering Company)

APPLICATION NO: 6
INVOICE NO: 6
PERIOD: 12/01/23 - 12/31/23

OWNER'S CONTRACT NO:
CONTRACT DATE:

CONTRACT FOR: 1240 Elevated Storage Tank

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum \$3,980,000.00
 2. Net change by change orders \$0.00
 3. Contract Sum to date (Line 1 ± 2) \$3,980,000.00
 4. Total completed and stored to date (Column G on detail sheet) \$3,015,726.00
 5. Retainage:
 - a. 5.00% of completed work \$150,786.31
 - b. 0.00% of stored material \$0.00
- Total retainage (Line 5a + 5b or total in column I of detail sheet) \$150,786.31
6. Total earned less retainage (Line 4 less Line 5 Total) \$2,864,939.69
 7. Less previous certificates for payment (Line 6 from prior certificate) \$2,755,271.69
 8. Current payment due: \$109,668.00
 9. Balance to finish, including retainage (Line 3 less Line 6) \$1,115,060.31

CHANGE ORDER SUMMARY		
	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Landmark Structures

By:  Date: 1/4/2024

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$109,668.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By:  Date: 1/9/2024

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

ITEM D



Murfee Engineering Company

February 1, 2024

Mr. Scott Roberts, President and
Board of Directors
West Travis County Public Utility Agency
13215 Bee Cave Parkway, Building B, Suite 110
Bee Cave, Texas 78738

**Re: WTCPUA 1240 Elevated Storage Tank
Contractor's Application for Payment No. 7**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 7 from Landmark Structures for the period ending January 31, 2024. We have reviewed this application for payment, concur with the items and quantities, and recommend approval and payment in the amount of one hundred sixty-two thousand eight hundred thirty-nine dollars and fifty cents. (\$162,839.50). This application for payment is broken down as follows:

Original Contract Price:	\$3,980,000.00
Net change with Change Orders	\$0.00
Total Completed and stored to Date:	\$3,187,136.00
Retainage (5%):	\$159,356.81
Amount Due this Application:	\$162,839.50
Balance to Finish, Plus Retainage:	\$952,220.81

If you have any questions, please do not hesitate to contact me.

Sincerely,

Bryce Canady
Project Manager - MEC

cc: Jennifer Reichers – WTCPUA
MEC File No. 11051-169

TO OWNER/CLIENT:

West Travis County Public
Utility Agency 13215 Bee Cave Pkwy Bldg B, Ste 110
Bee Cave, Texas 78738

PROJECT:

1781 - 1781 West Travis Co TX - 1.0MG CET
304 Old Stone Rd.
Austin, Texas 78737

FROM CONTRACTOR:

Landmark Structures
1665 Harmon Rd
Fort Worth, Texas 76177

VIA ARCHITECT/ENGINEER:

Roberto Ferreira (Murfee Engineering Company)

CONTRACT FOR: 1240 Elevated Storage Tank

APPLICATION NO: 7

INVOICE NO: 7

PERIOD: 01/01/24 - 01/31/24

OWNER'S CONTRACT NO:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum		\$3,980,000.00	
2. Net change by change orders		\$0.00	
3. Contract Sum to date (Line 1 ± 2)		\$3,980,000.00	
4. Total completed and stored to date (Column G on detail sheet)		\$3,187,136.00	
5. Retainage:			
a. 5.00% of completed work	\$159,356.81		
b. 0.00% of stored material	\$0.00		
Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$159,356.81	
6. Total earned less retainage (Line 4 less Line 5 Total)		\$3,027,779.19	
7. Less previous certificates for payment (Line 6 from prior certificate)		\$2,864,939.69	
8. Current payment due:		\$162,839.50	
9. Balance to finish, including retainage (Line 3 less Line 6)		\$952,220.81	

CHANGE ORDER SUMMARY		
	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	\$0.00

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Landmark Structures

By:  Date: 1/31/2024

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$162,839.50

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:



Date: 2/1/2024

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 7

Contractor's signed Certification is attached.

APPLICATION DATE: 1/25/2024

Use Column I on Contracts where variable retainage for line items apply.

PERIOD: 01/01/24 - 01/31/24

A	B	C				D		E		G		H	I
		UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD	TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE		
1	1.01 Bonds	LS	1.0	\$19,700.00	\$19,700.00	\$19,700.00	\$0.00	\$19,700.00	100.00%	\$0.00	\$985.00		
2	1.02 Engineering - Elevated Tank - Design Basis / Foundation	LS	1.0	\$89,600.00	\$89,600.00	\$89,600.00	\$0.00	\$89,600.00	100.00%	\$0.00	\$4,480.00		
3	1.03 Engineering - Elevated Tank - Pedestal	LS	1.0	\$79,600.00	\$79,600.00	\$79,600.00	\$0.00	\$79,600.00	100.00%	\$0.00	\$3,980.00		
4	1.04 Engineering - Elevated Tank - Steel Tank	LS	1.0	\$69,700.00	\$69,700.00	\$69,700.00	\$0.00	\$69,700.00	100.00%	\$0.00	\$3,485.00		
5	1.05 Storm Water Pollution Plan	LS	1.0	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00		
6	2.01 Silt Fence	LF	1504.0	\$10.00	\$15,040.00	\$15,040.00	\$0.00	\$15,040.00	100.00%	\$0.00	\$752.00		
7	2.02 Stabilized Construction Entrance	EA	1.0	\$5,446.00	\$5,446.00	\$5,446.00	\$0.00	\$5,446.00	100.00%	\$0.00	\$272.30		
8	2.03 Concrete Washout Station	EA	1.0	\$4,400.00	\$4,400.00	\$4,400.00	\$0.00	\$4,400.00	100.00%	\$0.00	\$220.00		
9	2.04 Tree Removal / Clear & Grub	LS	1.0	\$24,800.00	\$24,800.00	\$24,800.00	\$0.00	\$24,800.00	100.00%	\$0.00	\$1,240.00		
10	2.05 Mass Grading to Balance Site for Tank	LS	1.0	\$49,800.00	\$49,800.00	\$49,800.00	\$0.00	\$49,800.00	100.00%	\$0.00	\$2,490.00		
11	2.06 Access Road	LS	1.0	\$74,900.00	\$74,900.00	\$74,900.00	\$0.00	\$74,900.00	100.00%	\$0.00	\$3,745.00		
12	3.01 Foundation - Excavation	LS	1.0	\$44,800.00	\$44,800.00	\$44,800.00	\$0.00	\$44,800.00	100.00%	\$0.00	\$2,240.00		
13	3.02 Foundation - Ring Foundation	LS	1.0	\$194,800.00	\$194,800.00	\$194,800.00	\$0.00	\$194,800.00	100.00%	\$0.00	\$9,740.00		
14	3.03 Foundation - Backfill Exterior	LS	1.0	\$34,900.00	\$34,900.00	\$34,900.00	\$0.00	\$34,900.00	100.00%	\$0.00	\$1,745.00		
15	4.01 Concrete Pedestal - Lifts 1 / Crane / Scaffold	LS	1.0	\$179,600.00	\$179,600.00	\$179,600.00	\$0.00	\$179,600.00	100.00%	\$0.00	\$8,980.00		
16	4.02 Concrete Pedestal - Lifts 2-3	PC	2.0	\$134,800.00	\$269,600.00	\$269,600.00	\$0.00	\$269,600.00	100.00%	\$0.00	\$13,480.00		
17	4.03 Concrete Pedestal - Lifts 3-11	PC	8.0	\$97,800.00	\$782,400.00	\$782,400.00	\$0.00	\$782,400.00	100.00%	\$0.00	\$39,120.00		
18	4.04 Concrete Pedestal - Tank Floor	LS	1.0	\$154,600.00	\$154,600.00	\$154,600.00	\$0.00	\$154,600.00	100.00%	\$0.00	\$7,730.00		
19	4.05 Backfill Interior	LS	1.0	\$17,500.00	\$17,500.00	\$17,500.00	\$0.00	\$17,500.00	100.00%	\$0.00	\$875.00		
20	5.01 Steel Tank - Materials / Fabrication	LS	1.0	\$449,500.00	\$449,500.00	\$449,500.00	\$0.00	\$449,500.00	100.00%	\$0.00	\$22,475.01		
21	5.02 Steel Tank - Erect - Ring Beam	LS	1.0	\$48,700.00	\$48,700.00	\$48,700.00	\$0.00	\$48,700.00	100.00%	\$0.00	\$2,435.00		
22	5.03 Steel Tank - Erect - Cone	LS	1.0	\$139,600.00	\$139,600.00	\$139,600.00	\$0.00	\$139,600.00	100.00%	\$0.00	\$6,980.00		
23	5.04 Steel Tank - Erect - Vertical Shell	LS	1.0	\$108,700.00	\$108,700.00	\$108,700.00	\$0.00	\$108,700.00	100.00%	\$0.00	\$5,435.00		
24	5.05 Steel Tank - Erect - Access Tube / Platform	LS	1.0	\$57,400.00	\$57,400.00	\$57,400.00	\$0.00	\$57,400.00	100.00%	\$0.00	\$2,870.00		
25	5.06 Steel Tank - Erect - Hoist	LS	1.0	\$34,300.00	\$34,300.00	\$34,300.00	\$0.00	\$34,300.00	100.00%	\$0.00	\$1,715.00		
26	5.07 Steel Tank - Erect - Floor	LS	1.0	\$15,400.00	\$15,400.00	\$15,400.00	\$7,700.00	\$7,700.00	50.00%	\$7,700.00	\$385.00		
27	5.08 Steel Tank - Erect - Roof	LS	1.0	\$19,700.00	\$19,700.00	\$19,700.00	\$9,850.00	\$9,850.00	50.00%	\$9,850.00	\$492.50		
28	6.01 Steel Tank - Field Coating - Ground Phase	LS	1.0	\$177,600.00	\$177,600.00	\$177,600.00	\$62,160.00	\$115,440.00	100.00%	\$0.00	\$8,880.00		
29	6.02 Steel Tank - Field Coating - Air Phase	LS	1.0	\$120,200.00	\$120,200.00	\$120,200.00	\$0.00	\$120,200.00	0.00%	\$120,200.00	\$0.00		
30	7.01 Mechanical - Base - Piping	LS	1.0	\$39,600.00	\$39,600.00	\$39,600.00	\$0.00	\$39,600.00	100.00%	\$0.00	\$1,980.00		
31	7.02 Mechanical - Pedestal - Riser Piping	LS	1.0	\$83,800.00	\$83,800.00	\$83,800.00	\$0.00	\$83,800.00	0.00%	\$83,800.00	\$0.00		
32	7.03 Mechanical - Chamber - Valves / Piping	LS	1.0	\$95,100.00	\$95,100.00	\$95,100.00	\$0.00	\$95,100.00	0.00%	\$95,100.00	\$0.00		
33	8.01 Concrete Pedestal - Ladders / Landings	LS	1.0	\$48,800.00	\$48,800.00	\$48,800.00	\$0.00	\$48,800.00	0.00%	\$48,800.00	\$0.00		
34	8.02 Steel Tank - Hatches / Vents	LS	1.0	\$5,100.00	\$5,100.00	\$5,100.00	\$0.00	\$5,100.00	0.00%	\$5,100.00	\$0.00		

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED		G TOTAL COMPLETE		H BALANCE TO FINISH (C - G)	I RETAINAGE	
		UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD	COMPLETE			% COMPLETE
35	9.01 Slab on Grade	LS	1.0	\$7,300.00	\$7,300.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,300.00	\$0.00
36	9.02 Doors	LS	1.0	\$10,400.00	\$10,400.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,400.00	\$0.00
37	10.01 Underground Duct / Raceways	LS	1.0	\$30,100.00	\$30,100.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,100.00	\$0.00
38	10.02 Panels / Lighting / Raceways / Wiring	LS	1.0	\$35,300.00	\$35,300.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,300.00	\$0.00
39	10.03 Instrumentation / Controls / SCADA	LS	1.0	\$40,300.00	\$40,300.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,300.00	\$0.00
40	10.04 Cathodic Protection	LS	1.0	\$16,300.00	\$16,300.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,300.00	\$0.00
41	11.01 16in Waterline	LF	95.0	\$500.00	\$47,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$47,500.00	\$0.00
42	11.02 Fire Hydrant and Assembly	EA	1.0	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,000.00	\$0.00
43	11.03 16in Tie-In	LS	1.0	\$11,500.00	\$11,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,500.00	\$0.00
44	11.04 Trench Safety System	LF	79.0	\$10.00	\$790.00	\$0.00	\$0.00	\$0.00	0.00%	\$790.00	\$0.00
45	11.05 Overflow Splash Pad	EA	1.0	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	\$0.00
46	11.06 12in Reinforced Concrete Pipe	LF	45.0	\$330.00	\$14,850.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,850.00	\$0.00
47	11.07 Concrete Trickle Channel	CY	59.0	\$300.00	\$17,700.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,700.00	\$0.00
48	11.08 V-5718 Grate	EA	1.0	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
49	12.01 Sidewalk	LS	1.0	\$5,700.00	\$5,700.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,700.00	\$0.00
50	12.02 Bollards	EA	2.0	\$1,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
51	12.03 Site Security Fence & Gate	LF	360.0	\$50.00	\$18,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,000.00	\$0.00
52	12.04 Asphalt Access Drive	SY	714.0	\$40.00	\$28,560.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,560.00	\$0.00
53	12.05 Grading	CY	18.0	\$250.00	\$4,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,500.00	\$0.00
54	12.06 LOC Restoration	SY	11014.0	\$1.00	\$11,014.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,014.00	\$0.00
55	13.01 16in STATIC WESTFALL MIXER	LS	1.0	\$33,000.00	\$33,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$33,000.00	\$0.00
56	13.02 HYDRODYNAMIC MIXER - Piping Material	LS	1.0	\$55,000.00	\$55,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
57	13.03 HYDRODYNAMIC MIXER - Valves	LS	1.0	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,000.00	\$0.00
		TOTALS:			\$3,980,000.00	\$3,015,726.00	\$171,410.00	\$3,187,136.00	80.08%	\$792,864.00	\$159,356.81

Grand Totals

A	B	C		D		E		G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE		WORK COMPLETED		TOTAL COMPLETE		% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE	
		UNIT	QTY	PRIOR APPLICATION	THIS PERIOD	COMPLETE	% COMPLETE				
GRAND TOTALS:				\$3,015,726.00	\$171,410.00	\$3,187,136.00	80.08%	\$792,864.00	\$159,356.81		

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00 81 00

AFFIDAVIT OF BILLS PAID, PARTIAL LIEN WAIVER AND INDEMNITY
[FOR USE BY CONTRACTOR ONLY]

THE STATE OF TEXAS §
 §
COUNTY OF ~~TRAVIS~~ §
 TARRANT

BEFORE ME, the undersigned authority, on this day personally came and appeared Nick Carsten, known to me to be a credible person, and Project Manager of Landmark Structures I, L.P., a General Contractor (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

2. I am the duly authorized agent for the said Contractor which has authorized me to make this affidavit, to enter into the agreements and to grant the lien waivers herein set forth, on its behalf and as its acts and deeds, and all the facts and recitations herein are true and correct.

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA 1240 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and Landmark Structures I, L.P. (the "Contractor") dated May 10, 2023.

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including _____, _____ (the "Release Date").

5. In consideration of the payment by Owner of all said sums and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Contractor has waived and released and, acting herein by and through me, does hereby waive and release, any and all liens, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the Constitution, statutes and laws of the State of Texas) owned, claimed or held, or to be owned, claimed or held by Contractor in and to the Facilities and on any property on which the Facilities are located (such property is referred to herein as the "Land"), or any part thereof, whether real or personal property and whether or not affixed to or severed or severable from the Land, for any materials supplied and labor performed in connection with construction of the Facilities up to and including the Release Date; and the Contractor for itself, its representatives and assigns does release, acquit and forever discharge Owner and his respective successors and assigns, from any and all such claims, debts, demands and causes of action that Contractor has or may have as a result of the same.

6. A full and complete list of all persons and entities which Contractor has engaged or with which Contractor has entered into any contractual arrangement to furnish materials or to perform any labor in connection with any construction or work on the Land or the Facilities up to and including the Release Date is set forth on Exhibit A, attached hereto and incorporated herein for all purposes. Contractor has actual knowledge that all bills owed by Contractor to others for materials furnished and labor performed in connection with any construction or work on the Land or the Facilities up to and including the Release

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00 81 00

Exhibit "A"
List of Subcontractors

1. No Subcontractors for the Month of January
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

February 2, 2024

Scott Roberts, President and Board of Directors
West Travis County Public Utility Agency
13215 Bee Cave Pkwy, Building B, Ste 110
Bee Cave, Texas 78738

RE: Recommendation of Payment for Payment Application 1& Final – County Line 1420 Pump Station

Mr. Roberts and Board:

Please find attached Pay Application No. 1 & Final from T. Morales Company Electric & Controls, Ltd for the County Line 1420 Pump Station Generator Replacement project. We have reviewed the application for conformance with the contract documents, observed the work, which has reached final completion, concur with the items and quantities, and recommend approval of a payment of \$331,700.00. This payment represents all WTCPUA obligations under the contract. Once payment is received by T. Morales we will secure an unconditional lienwaiver and affidavit of bills paid and add it to the file.

Should you have questions or need any additional information, please contact me at your convenience.

Sincerely,
Malone/Wheeler, Inc.

Dennis Lozano, P.E.
Principal, Engineer of Record

Attachments: Payment Application 1

APPLICATION AND CERTIFICATION FOR PAYMENT

To: West Travis County Public Utility Malone/Wheeler, Inc 5113 Southwest Parkway Suite 260 Austin, Texas 78735	PROJECT: County Line 1420 Pump Station Generator Replacement VIA Engineer: Malone /Wheeler, inc 5113 Southwest Parkway, Ste 260 Austin, TX. 78735	APPLICATION NO: PAP-01 R.03 JOB # 202237 PERIOD TO: 12/31/2023 INVOICE #: 231113 PURCHASE CONTRACT NO. PROJECT NO: 22-016-AUS FILE NAME: PAP-01 R.03 DATE: 2/1/2023	Distribution to: <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ENGINEER <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
From: T Morales Company 401 SH130 Georgetown, TX 78626	CONTRACT FOR: ELECTRICAL AND INSTRUMENTATION IMPROVEMENTS		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	_____
2. Net change by Change Orders	_____
3. CONTRACT SUM TO DATE (Line 1 ± 2)	_____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	_____
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	_____
b. 0 % of Stored Material (Column F on G703)	_____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	_____
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	_____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	_____
8. CURRENT PAYMENT DUE	_____
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	_____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and that current payment shown herein is now due.

CONTRACTOR: T Morales Company
 By: Steve Pascuzzi / Project Manager Date: February 1, 2023

State of Texas, County of Williamson
 Subscribed and sworn to before me
 this 01 day of FEB, 2024
 Notary Public [Signature]



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ **331,700.00**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ENGINEER:

By: [Signature] Date: **2.2.24**
 WTCUA: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: PAP-01 R.03
APPLICATION DATE: 2/1/2023

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 12/31/2023

Use Column I on Contracts where variable retainage for line items may apply.

ENGINEER'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	
1	Mobilization	\$49,750.00	\$0.00	\$49,750.00		\$49,750.00	100%	
2	Site restoration	\$4,750.00	\$0.00	\$4,750.00		\$4,750.00	100%	
3	Demolition	\$13,300.00	\$0.00	\$13,300.00		\$13,300.00	100%	
4	Generator Pad and Sidewalk	\$17,300.00	\$0.00	\$17,300.00		\$17,300.00	100%	
5	Emergency Generator	\$185,000.00	\$0.00	\$185,000.00		\$185,000.00	100%	
6	Electrical System	\$61,600.00	\$0.00	\$61,600.00		\$61,600.00	100%	
7			\$0.00					
26			\$0.00					
27			\$0.00					
28			\$0.00					
29			\$0.00					
30			\$0.00					
31			\$0.00					
32			\$0.00					
GRAND TOTALS		\$331,700.00		\$331,700.00		\$331,700.00	100.00%	

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: County Line 1420 Pump Station Generator Replacement

Job No. 22-016-AUS

On receipt by the signer of this document of a check from West Travis County Public Utility Agency (maker of check) in the sum of \$ 331,700.00 payable to T. Morales Company Electric & Controls, Ltd. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of West Travis County Public Utility Agency (owner) located at 12004 1/2 W U.S. 290 Hwy, Austin, TX 78737 (location) to the following extent: Generator Replacement.

This release covers a progress payment for all labor, services, equipment, or materials furnished by or through 12/31/2023 to the property or to West Travis County Public Utility Agency (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 2/1/2024

Signature: [Handwritten Signature]

Name and Title: Zoraida Villanreal / Manager

Company Name: T. Morales Company Electric & Controls, Ltd

The foregoing instrument was acknowledged before me on 2/1/2024, by Zoraida Villanreal the mgr of T. Morales Company Electric & Controls, Ltd. who acknowledged that he/she was authorized to execute the document and who executed it for the reasons set forth herein. The document was also subscribed to and sworn to before me by the signatory as being true and correct.



[Handwritten Signature]
Notary Public for the State of Texas
My Commission Expires:

ITEM E



Murfee Engineering Company

February 8, 2024

Mr. Scott Roberts, President and
Board of Directors
West Travis County Public Utility Agency
13215 Bee Cave Parkway, Building B, Suite 110
Bee Cave, Texas 78738

**Re: WTCPUA 1240 Elevated Storage Tank
Change Order #1 Evaluation and Recommendation**

Mr. Roberts and Board:

Attached please find Change Order #1 from Landmark Structures Inc. for an increase in the contract price and a total adjustment of the contract date by 21 days. 13 of these days are due to an extended submittal turnaround time during which no work began. 3 of the 21 days are due to the addition of a sensing line at grade which will include a pressure transmitter, pressure gauge, temperature switch, a spare tap, and thermostat provided with a hear tracing cable. Finally, PEC service to reroute the existing loop and primary into a new sectionalizer to provide electric service accounts for 5 of the total 21 additional days. This change order also accounts for the removal of a fire hydrant and lead from the scope of work.

We have reviewed the increased cost submitted by the Contractor and find it to be fair and reasonable. The change order increases the contract amount by **\$46,006.00**. We recommend that Change Order #1 be approved in this amount. The current contract amount and time is \$3,980,000 and 365 days respectively. Upon approval of this change order the total contract amount will be **\$4,026,006.00** and the contract time will be 386 days with a final completion date of July 1, 2024.

If you have any questions, please do not hesitate to contact me.

Sincerely,


Bryce Canady
Project Manager - MEC

cc: Jennifer Reichers – WTCPUA
MEC File No. 11051-169

Attached: Change Order 1, Request for Change Proposal 1 & Exhibits, Request for Change Proposal 2 & Exhibits



Landmark Structures

1665 Harmon Road
Fort Worth, Texas 76177
817.439.8888 Phone
817.439.9001 Fax

January 26, 2024

West Travis County PUA
Murfee Engineering Company

www.teamlandmark.com

Attn: Bryce Canady / Michael Sarot
Re: 1240 EST – Request for Change Orders

Mr. Canady,

Please see the below change order summary.

Item 1 – NTP Date - \$0 – 13 days

- Adjustment of NTP Date from 5/10/23 to 5/23/23
- No substantive submittal review or work began prior to 5/23/23

Item 2 – RCP 1 Removal of Fire Hydrant - <\$11,000.00> - 0 days

- Removal of fire hydrant from scope of work.

Item 3 – RCP 1 – Sensing Line at Grade - \$29,929.00 – 3 days

- Relocate pressure transducer to be located to 5' above finish floor
- Install PEX tubing to stainless steel distribution tree
- Install temperature gauge and solenoid valve
- Install splash block and drain to atmosphere
- Associated programming and SCADA controls

Item 4 – RCP 2 – PEC Service - \$27,077.00 – 5 days

- Expose existing loop
- Reroute existing loop and primary into new sectionalizer
- Install sectionalizer pad
- Coordinate all PEC work

Contract Amount

Base Contract Amount	\$3,980,000.00
Previous Approved Change Orders	\$ 0.00
Previous Revised Contract Amount	\$3,980,000.00
This Change Order	\$ 46,006.00
Current Revised Contract Amount	\$4,026,006.00

Contract Time

Base Contract Substantial Completion Date	May 10, 2024
Base contract Final Completion Date	June 10, 2024
Previous Approved Days	0 Days
Approved Days this Change	21 Days
Revised Substantial Completion Date	May 31, 2024
Revised Final Completion Date	July 1, 2024

Respectfully,

LANDMARK STRUCTURES I, LP

Nick Carsten
Project Manager
512-629-7407

ncarsten@teamlandmark.com

Landmark Structures
 1665 Harmon Rd
 Fort Worth, Texas 76177
 Phone: 817 439 8888

 Project: 1781 - 1781 West Travis Co TX - 1.0MG CET
 304 Old Stone Rd.
 Austin, Texas 78737

Prime Contract Change Order #001: NTP Date / Hydrant Removal / Sensing Line / PEC Service

TO:	West Travis County Public Utility Agency 13215 Bee Cave Pkw,Bldg B,Ste 110 Bee Cave, Texas 78738	FROM:	Landmark Structures 1665 Harmon Rd Fort Worth, Texas 76177
DATE CREATED:	8/09/2023	CREATED BY:	Nick Carsten (Landmark Structures)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	13 days
SIGNED CHANGE ORDER RECEIVED DATE:			
FIELD CHANGE:	No	CONTRACT FOR:	1:1240 Elevated Storage Tank
		TOTAL AMOUNT:	\$46,006.00

DESCRIPTION:

Item 1 – NTP Date

- Adjustment of NTP Date from 5/10/23 to 5/23/23

Item 2 – RCP 1 Removal of Fire Hydrant

- Removal of fire hydrant from scope of work.

Item 3 – RCP 1 – Sensing Line at Grade

- Relocate pressure transducer to be located to 5' above finish floor
- Install PEX tubing to stainless steel distribution tree
- Install temperature gauge and solenoid valve
- Install splash block and drain to atmosphere
- Associated programming and SCADA controls

Item 4 – RCP 2 – PEC Service

- Expose existing loop
- Reroute existing loop and primary into new sectionalizer
- Install sectionalizer pad
- Coordinate all PEC work

ATTACHMENTS:
[1781 - Change Order 01 Letter.pdf](#)
CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
1	160-30-914.SB Utility Contract.Subcontract	Fire Hydrant Deletion	-1.0	LS	\$11,000.00	\$(11,000.00)
2		Sensing Line at Grade	1.0	LS	\$29,929.00	\$29,929.00

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
3		PEC Service	1.0	LS	\$27,077.00	\$27,077.00
Grand Total:						\$46,006.00

The original (Contract Sum)	\$3,980,000.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$3,980,000.00
The contract sum would be changed by this Change Order in the amount of	\$46,006.00
The new contract sum including this Change Order will be	\$4,026,006.00
The contract time will be increased by this Change Order by 13 days.	

Roberto Ferreira (Murfee Engineering Company)

West Travis County Public

Utility Agency 13215 Bee Cave Pkw,Bldg
 B,Ste 110
 Bee Cave, Texas 78738

Landmark Structures

1665 Harmon Rd
 Fort Worth, Texas 76177

 SIGNATURE

 DATE

 SIGNATURE

 DATE

 SIGNATURE

 DATE

VI. NEW BUSINESS

ITEM B

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY (“WTCPUA”)
WATER AND SEWER SERVICE AND DEVELOPMENT POLICIES**

June 19, 2014

Amended January 21, 2021

Amended February 15, 2024

A. Water Service and Development Policies

- 1. Existing Commitments.** Honor water service commitments in existing wholesale and retail water service contracts and agreements.
- 2. Standard Service.** Provide Standard Water Service upon application from a person or entity with an existing service agreement with the WTCPUA or located within WTCPUA Water certificate of convenience and necessity (“CCN”) No. 13207, in accordance with WTCPUA Schedule for Rates, Charges, and Terms and Conditions of Water and Wastewater Services.
- 3. Planning Service Level/Service Level A.** Apply a base level of service for planning purposes throughout the Water Service Area¹ that is consistent with the WTCPUA’s Land Use Assumptions and Capital Improvements Plan. This base level of service shall be defined as “Service Level A” and shall be no greater than one (1) living unit equivalent (“LUE”) per acre “Gross Site Area”.²
- 4. Approval by General Manager.** The General Manager may approve or deny any Service Availability Letter (“SAL”) and/or any Non-Standard Service Agreement (“NSSA”) for 20 LUEs or less of service capacity for applicants for Non-Standard Water Service. All other applications for service or NSSAs shall be presented to the Board for approval or denial.
- 5. General Requirements for New Non-Standard Service.** For applicants for Non-Standard Water Service that are in the Water Service Area and do not have an existing service agreement with the WTCPUA, the Board may consider extension of service under the following conditions:
 - a. Applicant submits a conceptual site plan or preliminary plat/final plat/legal lot determination for review and approval by the WTCPUA demonstrating compliance with the appropriate Service Level as established by these Policies.

¹ “Water Service Area” shall mean and include (1) the area that is within WTCPUA’s water CCN No. 13207, as may be amended from time to time, and (2) the area that can be served by the WTCPUA’s Water Transmission System, as constructed on September 26, 2013 (regardless of whether such area is within the boundaries of water CCN No. 13207), without the need to construct additional central facilities other than those identified in the WTCPUA’s Water Capital Improvements Plan; and Water Service Area is more particularly depicted in Attachment 1, attached hereto and incorporated herein for all purposes.

² “Gross Site Area” means the total amount of acreage in a development. “Net Site Area” means the difference obtained by subtracting the Development’s Gross Site Area minus the area located within undisturbed native vegetative buffers and sensitive environmental features as described in the September 1, 2000 USFWS Recommendations

- b. Annual non-reimbursable payment of Water Reservation Fees for unused LUEs, as follows:
 - i. The initial, annual non-reimbursable Water Reservation Fees for any unset water services (i.e., LUEs) shall be due and payable within 6 months of the effective date for the WTCPUA's written service commitment;
 - ii. Subsequent annual non-reimbursable Water Reservation Fees for any unset water services shall be due and payable upon each annual anniversary date of the WTCPUA's written service commitment; and
 - iii. The Non-Standard Service Agreement may be terminated if any reservation fees are not paid for all or any portion of the unset LUEs.
- c. Pre-Payment of 100% of impact fees for each development phase upfront prior to final plat or earlier if required to fund construction of capital improvements needed to provide service and required by the WTCPUA in its sole discretion.
- d. Payment or funding of capital projects needed to serve the project that are not included in the WTCPUA approved Capital Improvements Plan upfront or provision of a financial guarantee for such funds in a form acceptable to the WTCPUA.
- e. Phase water demands of the project in unison with WTCPUA approved Capital Improvements Plan.
- f. Project has no substantive impacts to its approved Capital Improvements Plan, including no impact to the calculation of impact fees as determined by the WTCPUA.
- g. Project has no substantive impact to rates to current customers from extending service to the project as determined by the WTCPUA.
- h. Project has no substantive impacts to system operations as determined by the WTCPUA.
- i. Provide water service, following the 75% - 90% Guideline,³ to the extent existing capacity is available.

6. **Service Level Determination.** Service levels for a new project in the Water Service Area will be determined as follows:

- a. Applicants for Non-Standard Water Service who (i) are located outside of the corporate limits and extra-territorial jurisdiction ("ETJ") of the City of Bee Cave (as such ETJ boundaries exist on January 9, 2014); (ii) who are located outside of the City of Dripping Springs corporate limits; and (iii) who do not have an existing service agreement with the WTCPUA will be required, as a matter of policy, to adopt one of the alternative water quality measures required of new development as specified in that certain "Memorandum of Understanding" between LCRA and the United States Fish and Wildlife Service (the "USFWS"), dated May 24, 2000 (the "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, Cale Norton, Secretary of the Department of the Interior, and Lower Colorado River Authority, W.D. Tex.

³ When a WTCPUA central facility reaches 75% of rated or design capacity, the WTCPUA will commence planning and design of needed central facility improvements to expand such facility and when a WTCPUA central facility reaches 90% of rated or design capacity, the WTCPUA will commence construction of needed central facility improvements

2002 (No. AOOCA 826SS) (the "Settlement Agreement") to establish the service capacity level including:

- U.S. Fish and Wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000 ("2000 USFWS Recommendations");
- TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348 ("OEM"); or
- Alternative water quality measures approved by USFWS through separate independent consultation.

For the purposes of this Policy, Service Level A is equivalent to the 2000 USFWS Recommendations. Service exceeding Service Level A, to be defined as "Service Level B," is that service level that may be obtained for a project by compliance with the MOU.

- i. The Board may consider a commitment to Service Level B for projects greater than five acres Gross Site Area if the following additional conditions are met (in addition to the General Requirements of Paragraph 6 above):

(A) Applicant submits a conceptual site plan or preliminary plat or final plat/legal lot determination and construction plans for PUA review and approval demonstrating compliance with one of the three alternative measures outlined above.

(B) Applicant provides the WTCPUA with written certification of MOU compliance (Engineer's Design Certification) for the project and obtain approval by an independent third-party engineer (retained by the WTCPUA and to be paid for by the Applicant for each development phase prior to construction of each respective project phase and Non-Standard Service Agreement may be terminated if approval not obtained within a reasonable time.

(C) Applicant provides the WTCPUA with written certification of MOU compliance (Engineer's Certification of Acceptance and Completion) after obtaining approval by an independent third party engineer (retained by the WTCPUA and to be paid for by the Applicant) for post construction.⁴

- ii. The Board may consider a commitment to Service Level B for projects equal to or less than five acres Gross Site Area if Applicant submits a conceptual site plan preliminary plat or final plat/legal lot determination and construction plans demonstrating compliance of the project with the MOU. The WTCPUA Engineer shall review the plat or construction plans for MOU compliance.

- b. Applicants for Non-Standard water service who (i) are located inside the corporate limits or ETJ City of Bee Cave (as such ETJ boundaries exist on January 9, 2014) and (ii) who do not have an existing service agreement with the WTCPUA will be required, as a matter of policy, to follow water quality protection measures in compliance with City of Bee Cave water quality requirements. Any applicant

⁴ Certification forms are included at Attachment 2-B.

requesting non-standard water service for a project in the City of Bee Cave corporate limits or ETJ shall have service levels approved by the WTCPUA and determined in consideration of City of Bee Cave water quality, zoning, platting and site plan requirements.

- c. Applicants for Non-Standard water service who (i) are located inside the corporate limits of the City of Dripping Springs and (ii) who do not have an existing service agreement with the WTCPUA will be required, as a matter of policy, to follow water quality protection measures in compliance with City of Dripping Springs water quality requirements. Any applicant requesting non-standard water service for a project in the City of Dripping Springs corporate limits shall have service levels approved by the WTCPUA and determined in consideration of City of Dripping Springs water quality, zoning, platting and site plan requirements.
7. Expand Uplands Regional Water Treatment Plant (within its current footprint) and Lake Austin Raw Water Intake and Raw Water Transmission System to the maximum day capacity of 33 mgd,
8. Obtain additional LCRA Contract Raw Water, as necessary, to match maximum Uplands Regional Water Treatment Plant capacity.
9. Commence investigating supplemental alternative water supplies of no more than 7.5 mgd maximum capacity, including but not limited to:
 - a. In cooperation with Hays County entities, investigate groundwater importation alternatives.
 - b. Purchase wholesale water from the City of Austin and/or other entities.
10. Plan and estimate capital improvements necessary to provide water service at “build-out” level within the Water Service Area.
12. Negotiate memorandums of understanding/interlocal agreements with the cities of Austin, Bee Cave, and Dripping Springs, and Travis and Hays Counties, for coordinating the site review and approval processes, and for conducting plumbing inspections.
13. Wholesale water customers requesting to increase their maximum annual quantity, maximum peak day use, and/or max day reservation (as such terms are defined in the relevant wholesale agreement) shall be required to demonstrate that their current retail distribution systems are adequately sized or will be expanded (with sufficient engineering design and financing plans) to accommodate the additional flow. WTCPUA will meet TCEQ minimum requirements for delivery of water at the master meter, and wholesale customers shall be responsible for providing adequate storage within its retail system to meet the service needs of its individual retail customers.

B. Sewer Service and Development Policies

1. Adopt an interlocal agreement between the WTCPUA, City of Bee Cave and WTCMUD 5 pertaining to the provision of retail sewer service within Bee Cave corporate and extra-territorial jurisdiction (“ETJ”) boundaries, providing for:
 - a. Provisions for retail service
 - b. Development densities and sewer service level
 - c. Coordinated platting and service extension request processes
 - d. Needed City and developer contributions (e.g., capital, land, 210 treated effluent reuse, and pre-paid fees and charges)
 - e. No wholesale sewer service, unless approved by WTCPUA
 - f. Considerations for developer installed and maintained on site sewer facilities and/or Alternative Sewer Treatment Systems
 - g. WTCPUA maximum sewer treatment and treated effluent disposal in a quantity not to exceed 1.8 mgd
2. Do not provide retail or wholesale sewer service outside of “Sewer Service Area.”⁵
3. Developer to install and maintain sewage treatment facilities for property located outside of Sewer Service Area.
4. For applicants for non-standard sewer service within WTCPUA Sewer Service Area:
 - a. Require annual non-reimbursable payment of Wastewater Reservation Fees for unset LUEs, as follows:
 - i. The initial, annual non-reimbursable Wastewater Reservation Fees for any unset wastewater services (i.e., LUEs) shall be due and payable within 6 months of the effective date for the WTCPUA’s written service commitment; and
 - ii. Subsequent annual non-reimbursable Wastewater Reservation Fees for any unset wastewater services shall be due and payable upon each annual anniversary date of the WTCPUA’s written service commitment.
 - b. Consider providing retail sewer service, if feasible and if in the best interests of the WTCPUA as determined by the WTCPUA in its sole discretion, and:
 - i. Prepayment if 100% of impact fees for each development phase upfront prior to final plat, or earlier if required to fund construction of capital improvements needed to provide service and required by the WTCPUA in its sole discretion.
 - ii. Payment or funding of capital projects needed to serve the project that are not included in the WTCPUA—approved Capital Improvements Plan upfront or provision of a financial guarantee for such funds in a form acceptable to the WTCPUA.
 - iii. Provide sewer service, following the 75% - 90% Requirement described in TCEQ Texas Land Application Permit No. WQ0013594-001, to the extent ~~existing capacity~~ is available.

⁵ “Sewer Service Area” shall mean and include the area that can be served by the WTCPUA’s wastewater system, as constructed on September 26, 2013 without the need to construct additional central facilities except those included in the WTCPUA’s Wastewater Capital Improvements Plan; and such area is more particularly depicted in Attachment 3, attached hereto and incorporated herein for all purposes.

5. Approval by General Manager. The General Manager may approve or deny any SAL and/or any NSSA for 20 LUEs or less of service capacity for applicants for Non-Standard Wastewater Service. All other applications for service or NSSAs shall be presented to the Board for approval or denial.
6. Negotiate memorandums of understanding/interlocal agreements with the cities of Austin and Bee Cave, and Travis County, for coordinating the site review and approval processes, and for conducting plumbing inspections.

ATTACHMENT 1

WATER SERVICE AREA

ATTACHMENT 2

WATER AND SEWER DEVELOPMENT POLICY FLOWCHART AND FORMS

ATTACHMENT 2

**WATER AND SEWER DEVELOPMENT POLICY
FLOWCHART AND FORMS NON-STANDARD SERVICE/NO
EXISTING AGREEMENT**

GENERAL REQUIREMENTS FOR NON-STANDARD SERVICE

- Payment of annual Water Reservation Fees
- Payment of service extension costs and CIP upgrades (if needed) upfront or provision of financial guarantee in form acceptable to PUA
- Phase demand in unison with approved CIP program
- Service subject to 75/90 Guideline
- Applicant to submit detailed site plan or jurisdictional preliminary plat/final plat/legal lot determination and construction plans for PUA review and approval (see Attachment 2-A)
- Less than 20 Water/Wastewater LUEs inside CCN approved by General Manager/all other Water LUEs and Wastewater LUEs approved by Board
- Impact Fees paid upfront prior to final plat or earlier if required to fund construction of capital improvements needed to provide service
- Determination that project will not have substantive impact to retail rates, system operations or Capital Improvements Plan, including calculation of impact fees
- Capacity commitment in NSSA based on WTCPUA planning service levels (see below)

**Planning Service Level Out of
Bee Cave (City Limits/ETJ) and
Dripping Springs City Limits**

**Planning Service Level In
Bee Cave (City Limits/ETJ) and
Dripping Springs City Limits**

**Outside Bee Cave (City Limits /ETJ) and Dripping Springs City
Limits**

Water quality protection measures must comply with one of three options:

- 1) September 1, 2000 USFWS Recommendations
- 2) TCEQ OEM without variance to TCEQ RG 348 Appendix A and B requirements
- 3) Separate written approval of site-specific water quality measures by USFWS

**WTCPUA Determination of Service Level
Out of Bee Cave (City Limits/ETJ) and
Dripping Springs City Limits**

**WTCPUA Determination of Service Level
In Bee Cave (City Limits/ETJ) and
Dripping Springs City Limits**

**WTCPUA Determination of Service Level
Out of Bee Cave and Dripping Springs City
Limits
(Choose EITHER Service Level A OR Service
Level B)**

WTCPUA to conduct Feasibility Review of Service Level Request

- WTCPUA Engineer to review Site Plan/Preliminary Plat/Final Plat, legal lot determination and Construction Plans for compliance with applicable water quality, zoning and platting (including PUA plat notes), and Utility Service requirements

Service Level A (NSSA):

- Sept 1 2000 USFWS Recommendations are implemented:
 - 1 LUE per gross site acre

Service Level B (NSSA) -

- For projects greater than 5 acres, Board **may** consider approving an NSSA for increased capacity beyond Service Level A if Applicant meets the MOU requirements and:
 - provides written TCEQ OEM approval for each development phase, without variance to TCEQ RG 348 Appendix A and B requirements for project; OR
 - provides separate written approval of site-specific water quality measures by USFWS; AND
 - provides certification of MOU compliance (Engineer's Design Certification and Engineer's Certification of Acceptance and Completion) and obtain approval of MOU compliance from an independent third party engineer (retained by the PUA and to be paid for by the Applicant) for pre and post construction (See forms at Attachment 2-B)
- For projects less than 5.0 acres: review by WTCPUA District Engineer for compliance with TCEQ RG 348 Appendix A & B requirements

**WATER AND SEWER DEVELOPMENT POLICY
FLOWCHART
NON-STANDARD SERVICE/NO EXISTING AGREEMENT
(In Bee Cave City Limits/ETJ or Dripping Springs City Limits)**

**Planning/Water Quality Measures
In Bee Cave Limits and ETJ**

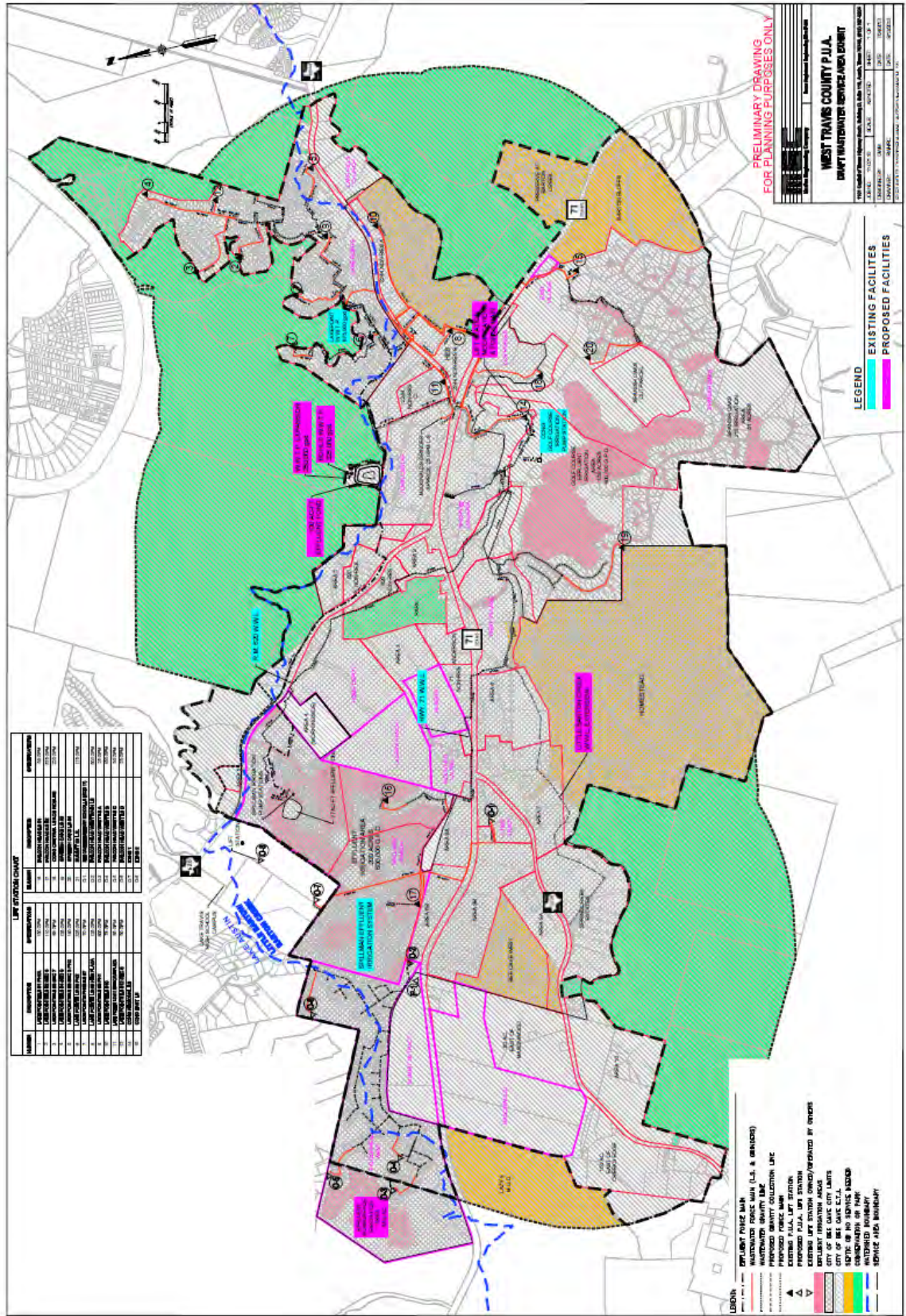
- **Water quality protection measures must be in compliance with Bee Cave water quality requirements**
- **Service level determined in consideration of compliance with Bee Cave water quality, zoning, platting and site plan requirements**

**Planning/Water Quality Measures
In Dripping Springs City Limits**

- **Water quality protection measures must be in compliance with City of Dripping Springs water quality requirements**
- **Service level determined in consideration of compliance with City of Dripping Springs water quality, zoning, platting and site plan requirements**

ATTACHMENT 3

SEWER SERVICE AREA



LIFT STATION DATA			
STATION	NAME	ELEVATION	CAPACITY
1	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD
2	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD
3	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD
4	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD
5	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD
6	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD
7	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD
8	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD
9	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD
10	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD
11	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD
12	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD
13	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD
14	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD
15	LEOMINSTER WASTEWATER TREATMENT PLANT	112.00'	10.0 MGPD

ATTACHMENT 2-A

SITE PLAN/PRELIMINARY PLAT REQUIREMENTS

ATTACHMENT 2-A

(Site Plan/Preliminary Plat/Final Plat/Construction Plan Requirements)

Final Plat / Site Plan Requirements

For every submittal review of either a preliminary plat/final plat/legal lot determination and construction plans or site plan, Applicant shall submit a preliminary plat/final plat/construction plans or site plan that shows buffers and all planned improvements/features demonstrating conformance with water quality measures.

Water Quality Controls shall be based on Lower Colorado River Authority's Water Quality Management Guidance Manual dated July 1, 2007, as amended or updated from time to time.

ATTACHMENT 2-B

ENGINEER'S DESIGN CERTIFICATION

ATTACHMENT 2-B

ENGINEER'S DESIGN CERTIFICATION

The undersigned person, a professional engineer licensed with the State of Texas, hereby certifies to the following:

1. I am generally familiar with the Project/Subdivision Phase _____ subdivision (the "Project /Subdivision"), commonly known as "_____" which is part of a master planned development in _____ County, Texas (the "Master Development").

2. I am familiar with the alternative water quality measures required of a new development as specified in the "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), which requires new development to adopt one the alternative water quality measures:

- Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
- Texas Commission on Environmental Quality's Edwards Aquifer Protection Program and, specifically, "Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer" published as Appendices A and B to the TCEQ's Regulatory Guidance Document RG-348 (February 14, 2005) approved by the United States Fish & Wildlife Service as an alternative to a no "take" determination under the Endangered Species Act ("OEM"). The OEM is incorporated herein by reference for all purposes.
- US Fish Wildlife Service Recommendations for Protection of water quality of the Edwards Aquifer dated September 1, 2000. ("2000 USFWS Recommendations")

3. In addition to conducting site visits of the Subdivision, I have reviewed the following plans and plats for the subdivision:

- (a) Subdivision plat of _____, Phase _____
- (b) Construction plans for _____, Phase _____

4. It is my opinion, as a professional engineer, that the facilities contemplated by the above-referenced (Project/Subdivision) construction plans, plats, and deed restrictions are designed as such that the (Project/Subdivision) will be in substantial compliance with the MOU described in Paragraph 2 above, that pertain to stream buffers, permanent BMP implementation, TSS removal requirements, impervious cover (where applicable), and measures to protect stream morphology. Furthermore, the plans, plats, deed restrictions and/or restrictive covenants for the (Project/Subdivision) incorporate physical elements, such as stream buffers and permanent best management practices for the Subdivision, that are reasonably consistent with the MOU.

Signature

Printed Name

Date

(Seal) Texas Registration Number

ENGINEER’S CERTIFICATION OF ACCEPTANCE & COMPLETION

The undersigned person, a professional engineer licensed with the State of Texas, hereby certifies to the following:

1. I am generally familiar with the Project/Subdivision _____ Phase ____ subdivision (the “Project/Subdivision”), commonly known as “_____” which is part of a master planned development in _____ County, Texas (the “Master Development”).
2. I am familiar with the alternative water quality measures required of a new development as specified in the “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), which requires new development to adopt one the alternative water quality measures:
 - Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
 - Texas Commission on Environmental Quality’s Edwards Aquifer Protection Program and, specifically, “Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer” published as Appendices A and B to the TCEQ’s Regulatory Guidance Document RG-348 (February 14, 2005) approved by the United States Fish & Wildlife Service as an alternative to a no “take” determination under the Endangered Species Act (“OEM”). The OEM is incorporated herein by reference for all purposes.
 - US Fish Wildlife Service Recommendations for Protection of water quality of the Edwards Aquifer dated September 1, 2000. (“2000 USFWS Recommendations”)
 -
3. The Developer chose (separate Section 7 consultation with USFWS, TCEQ OEM, or USFWS September 1, 2000 Recommendations) Select One.
4. In addition to conducting site visits of the Project/Subdivision and having reviewed the plans, plats, deed restrictions, for the Project/Subdivision, I have inspected the completed facilities:

4. Construction plans and plats for the Project/Subdivision are filed as public records as follows:

5. It is my opinion, as a professional engineer, that the facilities were constructed as contemplated by the above-referenced Subdivision plans and plats and, accordingly, the Subdivision is in substantial compliance with the MOU-described in Paragraph 2 above,

that pertain to stream buffers, permanent BMP implementation, TSS removal requirements, impervious cover (where applicable), and measures to protect stream morphology. Furthermore, the plans, plats, deed restrictions and/or restrictive covenants for the Subdivision incorporate physical elements, such as stream buffers and permanent best management practices for the Subdivision, that are reasonably consistent with the MOU.

Signature

Printed Name

Date

(Seal) Texas Registration Number

ITEM D



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

February 15, 2024

Mr. David Hinkle
360 ATX Hamilton LLC
13453 W Hwy 71
Bee Cave, Texas 78738

Re: PW-2024-5-SER
Harris Ranch Subdivision
Hamilton Pool Rd
Bee Cave, Texas 78738
WTCPUA Project # 71-24-001

Dear Mr. Hinkle,

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed sixty-eight (68) single-family lot subdivision. Service Availability for 68 LUEs 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 68 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. In order to advance the required projects and assist with funding, the contingency will be removed upon full payment of impact fees.** Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under WTCPUA Rules and Policies. 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.

3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
4. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Developer, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and 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 engineering review fees and legal fees.
7. The Developer and/or Retail Customers shall pay all fees for each new service connection in the Proposed Development, including but not limited to tap fees, meter drop-in fees and Impact Fees.
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 Determination from Travis County, or secure an approved subdivision plat in Travis 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 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 situated within Travis County and the Edwards Aquifer Contributing Zone.
13. The proposed project is subject to the West Travis County Public Utility Agency plat requirements.
14. This project requires the developer to construct a 12" water line connecting to an existing 16" water line at the Provence Subdivision GST/PS site and extending to an 8" water line in Harris Ranch, then extending an 8" water line through Harris Ranch connecting to an existing 8" water line in Preservation Ranch and obtain any required easements at his sole cost and expense.

Mr. David Hinkle
Page 3
February 15, 2024

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 the 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.

Sincerely,

Jennifer Riechers
General Manager

Accepted by:

360 ATX Hamilton LLC

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.



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

February 15, 2024

Mr. Brian Sewell
SLC Development, LLC
39990 Hillsboro Pike Ste 400
Nashville, TN 37215
brian.sewell@southernland.com

Re: PW-2024-6-SER
Penn Ranch
25501 RR 12
Dripping Springs, Texas 76820
WTCPUA Project # 290-24-002

Dear Mr. Sewell,

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed development consisting of 942 single-family lots (942 LUEs), 170-unit apartment (85 LUEs), 113-unit condo (79 LUEs), 66-unit townhome (46 LUEs), 80,193 SF retail/shopping center (48 LUEs), 34,368 SF Restaurant (172 LUEs), 71,608 SF Amenity (24 LUEs), and 28-unit Live/Work (20 LUEs) Residential and Commercial/Mixed Use. Development Service Availability for 1416 LUEs 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 1416 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. In order to advance the required projects and assist with funding, the contingency will be removed upon full payment of impact fees.** Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under WTCPUA Rules and Policies. 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.

3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
4. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Developer, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and 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 engineering review fees and legal fees.
7. The Developer and/or Retail Customers shall pay all fees for each new service connection in the Proposed Development, including but not limited to tap fees, meter drop-in fees and Impact Fees.
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 Determination from Hays County, or secure an approved subdivision plat in 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 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 currently situated within the ETJ of the City of Dripping Springs but will require annexation for the proposed development. The proposed project is situated within Hays County and the Edwards Aquifer Contributing Zone.
13. The proposed project is subject to the West Travis County Public Utility Agency plat requirements.

Mr. Brian Sewell
Page 3
February 15, 2024

14. The developer shall finance the design, easement(s), and construction of the Darden Hill transmission main from Sawyer Ranch Rd to RR 12.

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 the 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.

Sincerely,

Jennifer Riechers
General Manager

Accepted by:

SLC Development, LLC

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.



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

February 15, 2024

Mr. Brian Sewell
Southern Land Company
39990 Hillsboro Pike Ste 400
Nashville, TN 37215
brian.sewell@southernland.com

Re: PW-2024-9-SER
Lunaroya Subdivision (aka Silver Creek Subdivision)
Silver Creek Rd
Dripping Springs, Texas 76820
WTCPUA Project # 290-24-003

Dear Mr. Sewell,

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed 28 lot single-family subdivision. Service Availability for 28 LUEs 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 28 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. In order to advance the required projects and assist with funding, the contingency will be removed upon full payment of impact fees.** Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under WTCPUA Rules and Policies. 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.

3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
4. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Developer, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and 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 engineering review fees and legal fees.
7. The Developer and/or Retail Customers shall pay all fees for each new service connection in the Proposed Development, including but not limited to tap fees, meter drop-in fees and Impact Fees.
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 Determination from Hays County, or secure an approved subdivision plat in 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 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 the ETJ of the City of Dripping Springs. The proposed project is situated within Hays County and the Edwards Aquifer Contributing Zone.
13. The proposed project is subject to the West Travis County Public Utility Agency plat requirements.
14. The developer will dedicate a 25' wide permanent water line easement and 40' wide temporary construction easement extending from the northern boundary of the Proposed Development on Silver Creek Drive for the entire frontage of the tract and extend the easement to terminate at the boundary with Double L Ranch.

Mr. Brian Sewell
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The developer shall provide the permanent water line easement and temporary construction easement, as needed, at his sole cost and expense.

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 the 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.

Sincerely,

Jennifer Riechers
General Manager

Accepted by:

Southern Land Company

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.

ITEM E

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE**

This Agreement for the Provision of Nonstandard Retail Water Service (the “Agreement”) is entered into by and between the West Travis County Public Utility Agency (the “WTCPUA”) a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and 360 ATX Hamilton LLC (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop an 68 lot single family subdivision within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

WHEREAS, Developer desires to obtain retail water service to the Proposed Development;

WHEREAS, Developer and the WTCPUA desire to enter into this Agreement to set forth the terms and conditions upon which the WTCPUA will provide retail water service to the Proposed Development; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following:

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

Section 1.1 **Definition of Terms**: In addition to the terms defined in the Recitals above, the words and phrases as used in this Agreement shall have the meanings set forth below:

- (a) “Agreement” shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) “Developer” shall mean 360 ATX Hamilton LLC (“or its Assignees”).
- (d) “Developer Deposit” shall mean the payment made by Developer as specified in Section 3.2 herein.
- (e) “Developer Facilities” shall mean those facilities to be solely constructed by Developer pursuant to this Agreement that are required to extend water service from the WTCPUA System to the Proposed Development as described on the attached **Exhibit B**.
- (f) “Effective Date” shall mean the date of the last signature to this Agreement.

- (g) “Impact Fees” shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water facilities that are identified in the WTCPUA’s ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) “Reservation Fee” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) “Reservation Period” shall mean a four (4) year period commencing on the date of the Written Service Commitment.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “Written Service Commitment” shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (m) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) “WTCPUA Rules and Policies” shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies as amended from time to time.
- (o) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.
- (p) “Offsite 12-inch/8-inch water line extensions” mean a 12” water line connecting to an existing 16” water line at the Provence Subdivision GST/PS site and extending to an 8” water line in Harris Ranch, then extending an 8” water line through Harris Ranch connecting to an existing 8” water line in Preservation Ranch and obtaining all required easements at his sole cost and expense as depicted in **Exhibit B**.

Section 1.2 Article and Section Headings. The headings and titles of the several articles and sections of this Agreement are solely for convenience and reference and shall not affect the meaning, construction or effect of the provisions hereof.

Section 1.3 Interpretation. The singular form of any word used herein shall include the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender herein shall include all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide up to 68 LUEs of water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's 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. In order to advance the required projects and assist with funding, the contingency will be removed upon full payment of impact fees.** In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 68 LUEs of water service. Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under WTCPUA Rules and Policies.

Section 2.2 No Implied Waivers or Credits. Nothing in this Agreement shall be interpreted to waive service conditions for Retail Customers in the Proposed Development or otherwise grant credit to Developer or the Proposed Development or any portion thereof for any fee, charge, or payment, otherwise applicable under this Agreement or WTCPUA's Rules and Policies, except as provided in Section 4.2.

Section 2.3 USFWS Compliance. The Developer shall adopt one of the alternative water quality measures required for the Proposed 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.

ARTICLE III

FACILITIES FOR THE PROPOSED DEVELOPMENT

Section 3.1 Construction of Facilities. 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. 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. Further, the Developer, at its sole cost and expense, shall grant to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.

Section 3.2 Construction of Offsite Water Facilities. Developer shall convey to WTCPUA in a form and manner acceptable to WTCPUA, a 12" water line connecting to an existing 16" water line at the Provence Subdivision GST/PS site and extending to an 8" water line in Harris Ranch, then extending an 8" water line through Harris Ranch to an existing 8" water line in Preservation Ranch to connect to the WTCPUA water system, as depicted in **Exhibit B**, at Developer's sole cost and expense. The Developer shall be responsible for obtaining all easements as required by the WTCPUA at his sole cost and expense.

Section 3.3 Developer Deposit. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000 ("Developer Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV **COMMENCEMENT OF SERVICE BY WTCPUA**

Section 4.1 Conditions Precedent to Commencement of Facilities Construction or Service. Except as provided in Section 4.2, Developer and WTCPUA agree that the WTCPUA is not required to approve commencement of facilities construction or commence retail water service to a Retail Customer in the Proposed Development until Developer and/or a Retail Customer has complied with WTCPUA Rules and Policies including:

Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.

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 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 engineering review fees and legal fees. Further, the Developer and/or Retail Customers shall pay all fees for each new service connection in the Proposed Development, including but not limited to tap fees, meter drop-in fees and Impact Fees as provided in Section 4.2.

Each customer within the Proposed Development is encouraged to install and maintain a customer service pressure reducing valve located on the water service line located outside the respective customer's meter box.

Developer agrees and understands that the WTCPUA's commitment of 68 LUEs of water service runs with and is assigned to the Proposed Development.

Section 4.2 **Impact Fees**. Developer agrees to pay such Impact Fees (current Impact Fees in effect at the time of submission) for 68 LUEs to the WTCPUA within thirty (30) days of the Effective Date as consideration for WTCPUA's agreement to make capacity available in the WTCPUA System in the time frame set out in this agreement. Otherwise, Developer and/or Retail Customers in the proposed development shall pay water Impact Fees prior to the commencement of service and setting of the retail meter to the Proposed Development.

Section 4.3 **Reservation Fees**. Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the date of the Written Service Commitment times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period ("Due Date"). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable. If Reservation Fees are not paid on the Due Date, such nonpayment shall be an event of default. **If Developer fails to pay Reservation Fees on the Due Date, the WTCPUA may terminate this Agreement, with immediate effect, by giving notice to the Developer.** Any remaining LUEs for which Reservation Fees are not paid will no longer be considered in "reserved status" and such nonpayment will be considered a breach of contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

Should Developer transfer or assign this Agreement, neither the reservation of nor right to reserve LUEs shall be automatically assigned to any future successor in interest of the Developer as a component of any assignment of this Agreement without express written consent of the WTCPUA.

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 68 LUEs of water has not been installed in accordance with WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for

which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years' Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of 68 LUEs of water service runs with and is assigned to the Proposed Development.

Section 4.4 **Right of Access.** Developer agrees to provide the WTCPUA with immediate access to the Developer Facilities, or any other portion of the Developer Facilities, when required for the WTCPUA to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Developer Facilities.

ARTICLE V
TERM; DEFAULT

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the "Effective Date"). WTCPUA may terminate this agreement upon written notice to Developer for any of the 68 LUEs water for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money to WTCPUA and is not capable of being cured within thirty days, WTCPUA may terminate this Agreement upon written notice to Developer. Upon termination of this Agreement, including termination for nonpayment of Reservation Fees, WTCPUA will retain all payments made, if any, by Developer to the WTCPUA made under this Agreement and WTCPUA shall have no duty to extend water service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.

- (b) In the event that WTCPUA defaults on or materially breaches any one or more of the provisions of this Agreement, Developer shall give WTCPUA thirty (30) days to cure such

default or material breach after Developer has made written demand to cure the same and before Developer files suit to enforce the Agreement. In the event of default by WTCPUA, Developer may, as its sole and exclusive remedy either: (a) seek specific performance or a writ of mandamus from a court of competent jurisdiction compelling and requiring WTCPUA and its officers to observe and perform their obligations under this Agreement; or (b) if specific performance and a writ of mandamus are barred by governmental immunity, then pursue all other legal and equitable remedies. A breach is material if WTCPUA violates its obligations and responsibilities as set forth in this Agreement.

ARTICLE VI **GENERAL PROVISIONS**

Section 6.1 Entire Agreement. This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes any prior negotiations, agreements, representations and understandings, oral or written, if any, between the Parties respecting such matters. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto.

Section 6.2 Assignment. Developer may assign this Agreement only with the express written consent of the WTCPUA, which consent shall not be unreasonably withheld. WTCPUA may assign this agreement, including to a successor organization created for the purpose of assuming all of the WTCPUA's assets and liabilities, including a water conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution.

Section 6.3 Notices. Written notice to the respective Parties pursuant to this Agreement must be in writing and may be given via regular U.S. Mail, via electronic mail or by hand delivery to the addresses of the Parties shown below. A notice shall be deemed delivered on the earlier of (1) the date actually received; or (2) three (3) days after posting in the U.S. Mail. Notice shall be provided to the following addresses:

WTCPUA: General Manager
 West Travis County PUA
 13215 Bee Cave Parkway
 Building B, Suite 110
 Bee Cave TX 78738

Email: jriechers@wtcpua.org

Copy to: Lauren Kalisek
 Lloyd Gosselink Rochelle & Townsend, PC
 816 Congress Avenue Suite 1900
 Austin, Texas 78701

Email: lkalisek@lglawfirm.com

Developer: Mr. David Hinkle
360 ATX Hamilton LLC
13453 W Hwy 71
Bee Cave, Texas 78738

Email: _____

Section 6.4 Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a Court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

Section 6.5 Applicable Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Venue for any action arising under this Agreement shall be in Travis County, Texas.

Section 6.6 Time is of the Essence. Time shall be of the essence in this Agreement.

Section 6.7 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their heirs, personal representatives, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

Section 6.8 Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be acceptable if performed on the next business day following such Saturday, Sunday or legal holiday. For purposes of this subparagraph, "legal holiday" shall mean any state or federal holiday for which financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

Section 6.9 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 6.10 Exhibits. All recitals and all schedules and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

Section 6.11 No Joint Venture, Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the Parties hereto.

[Signature pages to follow]

IN WITNESS WHEREOF, this instrument is executed on the Effective Date.

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts
President

Date: _____

ATTEST:

360 ATX Hamilton LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE**

This Agreement for the Provision of Nonstandard Retail Water Service (the “Agreement”) is entered into by and between the West Travis County Public Utility Agency (the “WTCPUA”) a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and Southern Land Company (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop an 28 lot single family subdivision within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

WHEREAS, Developer desires to obtain retail water service to the Proposed Development;

WHEREAS, Developer and the WTCPUA desire to enter into this Agreement to set forth the terms and conditions upon which the WTCPUA will provide retail water service to the Proposed Development; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following:

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

Section 1.1 **Definition of Terms**: In addition to the terms defined in the Recitals above, the words and phrases as used in this Agreement shall have the meanings set forth below:

- (a) “Agreement” shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) “Developer” shall mean Southern Land Company (“or its Assignees”).
- (d) “Developer Deposit” shall mean the payment made by Developer as specified in Section 3.2 herein.
- (e) “Developer Facilities” shall mean those facilities to be solely constructed by Developer pursuant to this Agreement that are required to extend water service from the WTCPUA System to the Proposed Development as described on the attached **Exhibit B**.

Nonstandard Service Agreement – Lunaroya Subdivision aka Silver Creek Subdivision

- (f) “Effective Date” shall mean the date of the last signature to this Agreement.
- (g) “Impact Fees” shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water facilities that are identified in the WTCPUA’s ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) “Reservation Fee” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) “Reservation Period” shall mean a four (4) year period commencing on the date of the Written Service Commitment.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “Written Service Commitment” shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (m) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) "WTCPUA Rules and Policies" shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies as amended from time to time.
- (o) "WTCPUA System" shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.
- (p) Water line easement means a 25’ wide permanent water line easement and 40’ wide temporary construction easement extending from the northern boundary of the Proposed Development on Silver Creek Dr for the entire frontage of the tract and extending to terminate at the boundary with Double L Ranch. The developer shall provide the permanent water line easement and temporary construction easement, as needed, at his sole cost and expense.

Section 1.2 Article and Section Headings. The headings and titles of the several articles and sections of this Agreement are solely for convenience and reference and shall not affect the meaning, construction or effect of the provisions hereof.

Section 1.3 Interpretation. The singular form of any word used herein shall include the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender herein shall include all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide up to 28 LUEs of water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's 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. In order to advance the required projects and assist with funding, the contingency will be removed upon full payment of impact fees.** In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 28 LUEs of water service. Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under WTCPUA Rules and Policies.

Section 2.2 No Implied Waivers or Credits. Nothing in this Agreement shall be interpreted to waive service conditions for Retail Customers in the Proposed Development or otherwise grant credit to Developer or the Proposed Development or any portion thereof for any fee, charge, or payment, otherwise applicable under this Agreement or WTCPUA's Rules and Policies, except as provided in Section 4.2.

Section 2.3 USFWS Compliance. The Developer shall adopt one of the alternative water quality measures required for the Proposed 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.

ARTICLE III
FACILITIES FOR THE PROPOSED DEVELOPMENT

Section 3.1 Construction of Facilities. 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. 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. Further, the Developer, at its sole cost and expense, shall grant to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.

Section 3.2 Construction of Offsite Water Facilities. Developer shall convey to WTCPUA in a form and manner acceptable to WTCPUA, a 25' wide permanent water line easement and 40' wide temporary construction easement extending from the northern boundary of the Proposed Development on Silver Creek Dr for the entire frontage of the tract and extending to terminate at the boundary with Double L Ranch. The developer shall provide the permanent water line easement and temporary construction easement, as needed, at his sole cost and expense.

Section 3.3 Developer Deposit. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000 ("Developer Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV
COMMENCEMENT OF SERVICE BY WTCPUA

Section 4.1 Conditions Precedent to Commencement of Facilities Construction or Service. Except as provided in Section 4.2, Developer and WTCPUA agree that the WTCPUA is not required to approve commencement of facilities construction or commence retail water service to a Retail Customer in the Proposed Development until Developer and/or a Retail Customer has complied with WTCPUA Rules and Policies including:

Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.

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 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 engineering review fees and legal fees. Further, the Developer and/or Retail Customers shall pay all fees for each new service connection in the Proposed Development, including but not limited to tap fees, meter drop-in fees and Impact Fees as provided in Section 4.2.

Each customer within the Proposed Development is encouraged to install and maintain a customer service pressure reducing valve located on the water service line located outside the respective customer's meter box.

Developer agrees and understands that the WTCPUA's commitment of 28 LUEs of water service runs with and is assigned to the Proposed Development.

Section 4.2 **Impact Fees**. Developer agrees to pay such Impact Fees (current Impact Fees in effect at the time of submission) for 28 LUEs to the WTCPUA within thirty (30) days of the Effective Date as consideration for WTCPUA's agreement to make capacity available in the WTCPUA System in the time frame set out in this agreement. Otherwise, Developer and/or Retail Customers in the proposed development shall pay water Impact Fees prior to the commencement of service and setting of the retail meter to the Proposed Development.

Section 4.3. **Reservation Fees**. Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the date of the Written Service Commitment times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period ("Due Date"). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable. If Reservation Fees are not paid on the Due Date, such nonpayment shall be an event of default. **If Developer fails to pay Reservation Fees on the Due Date, the WTCPUA may terminate this Agreement, with immediate effect, by giving notice to the Developer.** Any remaining LUEs for which Reservation Fees are not paid will no longer be considered in "reserved status" and such nonpayment will be considered a breach of contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

Should Developer transfer or assign this Agreement, neither the reservation of nor right to reserve LUEs shall be automatically assigned to any future successor in interest of the Developer as a component of any assignment of this Agreement without express written consent of the WTCPUA.

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 28 LUEs of water has not been installed in accordance with WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years' Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of 28 LUEs of water service runs with and is assigned to the Proposed Development.

Section 4.4 **Right of Access.** Developer agrees to provide the WTCPUA with immediate access to the Developer Facilities, or any other portion of the Developer Facilities, when required for the WTCPUA to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Developer Facilities.

ARTICLE V **TERM; DEFAULT**

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the "Effective Date"). WTCPUA may terminate this agreement upon written notice to Developer for any of the 28 LUEs water for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money to WTCPUA and is not capable of being cured within thirty days, WTCPUA may terminate this Agreement upon written notice to Developer. Upon termination of this Agreement, including termination for nonpayment of Reservation Fees, WTCPUA will retain all payments made, if any, by Developer to the WTCPUA made under this Agreement and WTCPUA shall have no duty to extend water service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under

Email: ikalisek@lglawfirm.com

Developer: Brian Sewell
Southern Land Company
39990 Hillsboro Pike Ste 400
Nashville, TN 37215
brian.sewell@southernland.com

Section 6.4 Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a Court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

Section 6.5 Applicable Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Venue for any action arising under this Agreement shall be in Travis County, Texas.

Section 6.6 Time is of the Essence. Time shall be of the essence in this Agreement.

Section 6.7 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their heirs, personal representatives, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

Section 6.8 Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be acceptable if performed on the next business day following such Saturday, Sunday or legal holiday. For purposes of this subparagraph, "legal holiday" shall mean any state or federal holiday for which financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

Section 6.9 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 6.10 Exhibits. All recitals and all schedules and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

Section 6.11 No Joint Venture, Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the Parties hereto.

[Signature pages to follow]

IN WITNESS WHEREOF, this instrument is executed on the Effective Date.

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts
President

Date: _____

ATTEST:

Southern Land Company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

ITEM F



February 5, 2024

Jennifer Reichers
General Manager
West Travis County Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, Texas 78738

Re: Cost of Service and Rate Design Study

Dear Mr. Reichers

Nelisa Heddin Consulting, LLC (NH Consulting) is pleased to have the opportunity to assist the West Travis County Public Utility Agency (Agency) with conducting a cost of service and rate design study. This engagement would involve determining the Agency's cost to serve its customers, by customer class, and then would include designing rates to recover those costs. The scope of services and tasks associated with this project are listed below, and detailed on the proposal dated January 31, 2024:

1. Determination of Annual Revenue Requirements
2. Allocation of Revenue Requirements into Functional Cost Components for the Water and Wastewater Utilities
3. Distribute Cost Components into Customer Classes
4. Determine Cost of Service Based Rates

Cost Analysis

NH Consulting proposes to provide services on for a guaranteed-not-to-exceed fee of \$54,740, plus out of pocket expenses.

The PUA will be billed monthly based upon percentage of completion, with the final payment due upon delivery of final report and presentation of findings.

NHC is pleased to offer these services. If this letter is in agreement with your understanding of the engagement and services to be provided, please sign one copy and return it to our office at, P.O. Box 341855, Lakeway, TX, 78734. If you have any questions concerning this engagement letter, please call Ms. Nelisa Heddin at (512) 589-1028.

Sincerely,

A handwritten signature in blue ink, appearing to read 'NH' followed by a long horizontal stroke.

Nelisa Heddin
President

P.O. Box 341855 Lakeway TX 78734
Phone: 512-589-1028
Email: Nheddin@NelisaHeddinConsulting.com
NelisaHeddinConsulting.com

Agreed to this _____ day of _____, 2024

Signature

Title



February 5, 2024

Jennifer Reichers
General Manager
West Travis County Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, Texas 78738

Re: Impact Fee Study

Dear Ms. Reichers:

Nelisa Heddin Consulting, LLC (NH Consulting) is pleased to have the opportunity to assist the West Travis County Public Utility Agency (Agency) with conducting an impact fee study. This engagement would involve providing assistance throughout the Agency's evaluation of impact fees as outlined in the proposal dated January 31, 2024, including but not limited to:

- Assistance with development/update of Land Use Assumptions;
- Assistance with impact fee calculation;
- Development of impact fee report(s);
- Attendance at and participation in Impact Fee Advisory Committee (IFAC) meetings;
- Preparation of materials for IFAC and/or Board meetings as necessary;
- Participation in Board meetings and Public Hearings as necessary;
- Additional items related to determination of the Agency's impact fees as directed by the General Manager.

Cost Analysis

NH Consulting proposes to provide services on for a guaranteed-not-to-exceed fee of \$28,470, plus out of pocket expenses.

The PUA will be billed monthly based upon percentage of completion, with the final payment due upon delivery of final report and presentation of findings.

NHC is pleased to offer these services. If this letter is in agreement with your understanding of the engagement and services to be provided, please sign one copy and return it to our office at, P.O. Box 341855, Lakeway, TX, 78734. If you have any questions concerning this engagement letter, please call Ms. Nelisa Heddin at (512) 589-1028.

Sincerely,

A handwritten signature in blue ink, appearing to read 'NH' followed by a long horizontal stroke.

Nelisa Heddin
President

P.O. Box 341855 Lakeway TX 78734
Phone: 512-589-1028
Email: Nheddin@NelisaHeddinConsulting.com
NelisaHeddinConsulting.com

Agreed to this _____ day of _____, 2024

Signature

Title


ITEM H



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

MEMORANDUM

TO: Scott Roberts, President and
Board of Directors - WTCPUA

FROM: Dennis Lozano, P.E. 

DATE: February 8, 2024

RE: **City of Bee Cave Effluent Partnership – Memorandum of Understanding**

CC: Jennifer Riechers – General Manager

The purpose of this memo is to provide a brief background of the process and present the condensed-format terms that underlie the Memorandum of Understanding (MoU) between the City of Bee Cave and the WTCPUA regarding the effluent partnership for irrigation of Bee Cave Central Park.

We first developed the terms presented below late last year and vetted them through WTCPUA executive and operations staff for input and comment. Following that, we provided the draft terms to the City of Bee Cave and then called a meeting for discussion of the terms and to open the dialogue for comment and input. It seemed appropriate to memorialize the terms and mutual understanding between the WTCPUA and City staff in the MoU, which is provided for your consideration and input. We offered to the City to advance the process by having Lloyd Gosselink draft the MoU based on the terms we had agreed to with City staff. Lloyd Gosselink was provided the terms and a briefing meeting held to shade in the history and flavor of discussions with the City regarding the terms.

Our next steps are to advance the terms development with any input from the WTCPUA Board and City Council, and immediately begin drafting the agreements for implementation of the partnership according to the terms, which are presented below.

INTENT

- Central Park will operate with a primary purpose of recreational use.

DESIGN

- Bee Cave to delineate areas available for a subsurface area drip dispersal system (SADDs) as a part of the park master plan design.
- Design will consider maximizing areas available for irrigation and provide a minimum amount of irrigation areas of various types
- open field/turf
- landscape bed



- native rangeland, etc.).
- City will provide the WTCPUA the opportunity to have input on the conceptual layout process.
- Design will include transmission main through the park and separate from the fields to promote expansion of the reclaimed water service area

TLAP & COMPLIANCE

- City and WTCPUA will enter into a lease for the purpose of including the irrigated areas under the WTCPUA TLAP.
- City agrees to work proactively to address any comments raised by TCEQ personnel regarding the lease.
- City will have review and input on the Site Prep, Springs & Seeps Monitoring, and Annual Cropping Plans
- WTCPUA will have inspection ability/access to ensure and confirm that the provisions of the TLAP are being satisfied.
- Consequences
- Life cycle/replacement cost
- Reclaimed signage

OPERATION

- SADDs areas will be used as the primary application method for irrigation water. Supplemental irrigation may be applied by the City at the City's sole discretion, except that such application shall not create a violation of the WTCPUA TLAP.
- Application of irrigation via the SADDs fields will be managed by City maintenance personnel in compliance with the WTCPUA TLAP.
- Daily maximum application rate will be limited to 0.1 gallons per square foot per day (0.16" per day) for any area irrigated via SADDs.
- WTCPUA will provide a minimum amount of irrigation water of X" per day.

COST

- WTCPUA will design, procure, fund, and oversee construction of the SADDs and transmission main.
- The SADDs system design and installation will include a new pump station.
- Bee Cave will maintain the SADDs fields in exchange for reclaimed water provided without cost.
- Should Bee Cave desire to cease maintenance of the SADDs, reclaimed water will be provided at a cost necessary to cover the maintenance expenses.

PUBLIC RELATIONS

- Education partnership
- Middle Trinity Aquifer

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
THE CITY OF BEE CAVE
(Central Park Reclaimed Water Irrigation Project)**

The West Travis County Public Utility Agency (the “WTCPUA”) and the City of Bee Cave (the “City”) (collectively the “Parties”) enter into this memorandum of understanding (“MOU”) regarding their intent to undertake a project that will provide reclaimed water for irrigation through a subsurface area drip dispersal system (“SADDS”) to the City’s Central Park pursuant to the applicable rules of the Texas Commission on Environmental Quality (“TCEQ”) and amendment of the WTCPUA’s Texas Land Application Permit (“TLAP”) No. WQ0013594001.

WHEREAS, the WTCPUA is a public utility agency governed by Chapter 572 of the Texas Local Government Code and created pursuant to a Concurrent Ordinance approved by the participating entities of Hays County, the City, and Lake Pointe Municipal Utility District¹; and

WHEREAS, the WTCPUA, under the TLAP, performs domestic wastewater treatment operations, including operations relating to disposal of effluent by irrigation; and

WHEREAS, TCEQ has previously administratively authorized the use of reclaimed water for irrigation from WTCPUA wastewater treatment facilities under Title 30, Texas Administrative Code, Chapter 210, Reuse Authorization No. R13594001 (“WTCPUA 210 Authorization”); and

WHEREAS, the City is in the design phase of parkland known as Central Park, and desires to incorporate SADDS into its park master plan design and utilize reclaimed water provided by the WTCPUA to irrigate said parkland; and

WHEREAS, the WTCPUA and the City desire to work together on a common plan for the provision of reclaimed water for irrigation of Central Park.

NOW THEREFORE, the WTCPUA and the City enter into this Memorandum of Understanding (the “MOU”) and understand and agree to the following:

1. Defined terms in the above Recitals are incorporated herein for all purposes.
2. The WTCPUA and the City will negotiate a service agreement whereby the WTCPUA will provide reclaimed water to the City’s Central Park to be used for irrigation purposes to be authorized under the WTCPUA’s TLAP. The City agrees to work proactively to address any comments raised by TCEQ personnel regarding the agreement between the parties.

¹ Lake Pointe Municipal Utility District is a successor in interest to West Travis County Municipal Utility District No. 5.

Memorandum of Understanding (Central Park Reclaimed Water Irrigation Project)

3. The City agrees to delineate areas available for SADDS as part of the park master plan, which WTCPUA will seek to include as irrigated areas under its TLAP in a future amendment application. The City will provide the WTCPUA with the opportunity to provide input on the conceptual layout process. Design will include a transmission main through the parkland and separate from the irrigation fields to promote expansion of the WTCPUA's reclaimed water service area.
4. The City will execute a long-term lease of the SADDS irrigation areas to the WTCPUA on terms and conditions mutually agreeable to both parties without cost to the WTCPUA within the timeframe necessary to support WTCPUA's application to amend its TLAP permit.
5. Both the WTCPUA and the City agree that the City will have review and input on the Site Preparation, Springs and Seeps Monitoring, and Annual Cropping Plans as those project components are required by TCEQ. The parties further agree that the WTCPUA will have inspection ability and access to the irrigation areas to ensure and confirm that the provisions of the TLAP are being met.
6. The WTCPUA and the City agree that the SADDS will be used as the primary application method for irrigation water, and that supplemental irrigation may be applied by the City at the City's sole discretion, except that such application shall not cause a violation of the WTCPUA TLAP.
7. Irrigation of reclaimed water via the SADDS fields will be managed by City maintenance personnel in compliance with the WTCPUA TLAP, which includes (a) a daily maximum application rate limited to 0.1 gallons per square foot per day (0.16" per day) for any irrigated area via SADDS, and (b) the WTCPUA is willing to provide a minimum amount of water at no cost to the City as mutually agreed to and depending on the nature and priority of various application areas.
8. The WTCPUA agrees to design, procure, fund, and oversee construction of the SADDS transmission main. The SADDS system design and installation will include a new pump station. The WTCPUA agrees that all costs associated with installation of the SADDS system, including but not limited to, installation of the irrigation lines and the transmission line shall be the sole responsibility of WTCPUA.
9. The City agrees to lease the property and maintain the SADDS fields in exchange for WTCPUA's provision of reclaimed water without cost to the City. Should the City desire to cease maintenance of the SADDS, WTCPUA will charge the City a reasonable and regular rate for delivery and provision of such water to recoup its operations and maintenance costs.
10. The parties agree that reclaimed water irrigation also may be extended to Central Park and applied via the SADDS contemplated herein pursuant to the WTCPUA 210 Authorization during an interim period, if any, between construction and commissioning of the system and issuance of the final TLAP authorizing the irrigation under the terms thereof. The intent

Memorandum of Understanding (Central Park Reclaimed Water Irrigation Project)

of this provision is to allow the irrigation project to be built and used for the mutual benefit of both parties as quickly as possible. The Parties will execute any necessary service agreement under the WTCPUA 210 Authorization required by TCEQ to effectuate irrigation during this interim period.

11. The parties may also mutually agree to the use of spray irrigation in some areas if the use of reclaimed water would be maximized by such irrigation method while remaining in compliance with TCEQ regulations and requirements.
12. The parties may modify this MOU only by mutual consent. Any modification shall be effective only if written and executed by the authorized representatives of each Party.
13. The term of this MOU is two years from the Effective Date described below.

Effective and agreed to as of the date of the last signature (“Effective Date”).

[Signature pages to follow]

Memorandum of Understanding (Central Park Reclaimed Water Irrigation Project)

CITY OF BEE CAVE

By: _____

Name: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Memorandum of Understanding (Central Park Reclaimed Water Irrigation Project)

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President

Date: _____

ATTEST:

_____, Secretary

ITEM I

RESOLUTION NO. 2024-05

A RESOLUTION OF THE BEE CAVE CITY COUNCIL REQUESTING THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY AMEND ITS POLICY TO ALLOW TEMPORARY METERS FOR COMMERCIAL LANDSCAPE IRRIGATION TO FACILITATE THE ESTABLISHMENT OF VEGETATION.

- WHEREAS**, the City of Bee Cave recognizes the significance of sustainable landscaping and efficient water use in commercial developments within its jurisdiction; and
- WHEREAS**, the establishment of landscaping within City Limits is essential for enhancing community aesthetics, supporting local ecosystems, and providing water quality benefits, such as permanent stabilization to mitigate stormwater erosion; and
- WHEREAS**, incorporating native and drought-tolerant plants in commercial landscaping substantially reduces long-term irrigation needs, these plants require minimal watering during the first one to three years post-planting to ensure proper establishment.
- WHEREAS**, at the West Travis County Public Utility Agency (WTCPUA) Board meeting on August 17, 2023, the board adopted a policy to restrict the issuance of meters for commercial landscape irrigation until the expansion of the Water Treatment Facility (water treatment plant) located on Bee Cave Road, which will impede the effective establishment of vegetation for commercial developments; and
- WHEREAS**, the adoption of this temporary policy by the WTCPUA is motivated by the fact that 70% of water usage is attributable to irrigation during the summer months, leading to recent and recurring challenges in water supply; and
- WHEREAS**, in an effort to address water supply issues, the WTCPUA is actively engaged in the design and construction of an expansion to the water treatment plant. However, until such expansion is completed, restrictions on the issuance of meters for commercial landscape irrigation are deemed necessary to ensure sustainable water availability; and
- WHEREAS**, the City of Bee Cave and the WTCPUA recognize the importance of established vegetation in the help to minimize stormwater pollution and that a sufficient supply of treated water is available for existing customers; and
- WHEREAS**, both the City of Bee Cave and the WTCPUA have engaged in constructive discussions aimed at finding a balanced approach that accommodates the vital need for environmental conservation through the establishment of vegetation while also ensuring the provision of adequate treated water supplies to meet the demands of existing customers; and
- WHEREAS** both entities also recognize that continuing to require the use of silt fencing as a temporary measure in lieu of vegetation during this period of peak demand is a reasonable compromise solution, but not a long-term solution; and

WHEREAS both entities recognize that allowing a commercial business to plant vegetation October through May provides a seven-month window to establish planting during a period when the PUA has not historically experienced an unserviceable demand for water

WHEREAS, allowing temporary water meters for commercial landscape irrigation would promote the efficient and responsible use of water resources; and **WHEREAS**, the use of native and drought-tolerant plants in commercial landscaping is crucial for reducing water demand; and

WHEREAS, in circumstances where planting cannot occur between October and March, there is a need for fiscal security to ensure the establishment of vegetation at a suitable later date; **WHEREAS**, introducing a policy for temporary meters with a duration limit not to exceed one year, would balance the needs of landscape establishment with water conservation principles effectively; and

WHEREAS, during the vegetation establishment period, to cover any gap between irrigation water demand and water supply in accordance with water restrictions, as a condition of site plan approval, land owners need to identify their supplemental source(s) of water for irrigation and a plan for implementation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS, THAT:

1. The City Council of Bee Cave formally requests the West Travis County Public Utility Agency to implement a policy allowing the issuance of temporary meters for commercial landscape irrigation, intended solely for facilitating vegetation establishment.
2. The City Council of Bee Cave further requests that any proposed temporary meters that are approved should be authorized only for a period not exceeding one year.
3. The City of Bee Cave recommends that planting of landscaping for commercial purposes should be restricted to the months between October and March, in line with the optimal conditions for vegetation growth and adherence to water conservation strategies.
4. In cases where planting is not feasible between the months of October and March, the City Council requires that commercial developments provide fiscal security for the postponement of landscaping and ensure proper landscaping at a later date.
5. In all cases, the City of Bee Cave will require as conditions of site plan approval that the landowner commit to adhering to water restrictions imposed by West Travis County Public Utility Agency at all times and that, during the period of vegetation establishment, the land owner must expressly identify its supplemental source(s) of irrigation water and means for implementation during periods when permitted water usage is less than that which is necessary for establishment of vegetation; the acceptance of said supplemental water source(s) and means for implementation shall be subject to approval by the City Engineer for the City of Bee Cave.

PASSED & APPROVED this, the ___ day of _____, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City of Bee Cave, Texas City Council

CITY OF BEE CAVE, TEXAS:

By: _____

Kara King, Mayor

ATTEST:

By: _____

Kaylynn Holloway, City Secretary

ITEM J

AGREEMENT FOR BILLING AND DISCONNECTION OF RETAIL WATER SERVICES

(SUBDIVISION)

This Agreement for Billing and Disconnection of Retail Water Services (the "Agreement") is entered into effective as of March 1, 2024 (the "Effective Date"), between **West Travis County Public Utility Agency**, ("WTCPUA"), and Travis County MUD 22, a political subdivision of the State of Texas, operating under Chapters 49 and 54 of the Texas Water Code (the "District"). The parties to this Agreement are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

- A. The District was created and functions under Chapters 49 and 54 of the Texas Water Code in order, among other things, to provide wastewater treatment and disposal services to residents and property owners within the District's boundaries.
- B. WTCPUA provides retail water services to customers located within the District's boundaries to the property now commonly known as "__Provence__", containing __911__ acres of land, more or less, in __Travis__ County, Texas, and more fully described or depicted on the attached **Exhibit "A"** (the "Retail Area").
- C. WTCPUA has administrative and field personnel who can collect tap fees and other fees and charges of WTCPUA for water service, read customer water meters, and prepare monthly bills for WTCPUA's water customers.
- D. The District has requested, and WTCPUA is willing to provide, certain WTCPUA billing information on its retail water customers within the Retail Area for the District's use in billing its wastewater customers.
- E. The District has further requested that, pursuant to Texas Water Code §13.250(b)(2) and 30 Texas Administrative Code, 291.88(e), WTCPUA agree to disconnect retail water services to any customer of the District who has not paid that same customer's retail wastewater service charges to the District or complied with the District's wastewater connection requirements for service within the Retail Area.
- F. WTCPUA is willing to provide these requested services on the terms and conditions set forth in this Agreement.
- G. Each Party represents and warrants to the other Party that the following are true, accurate and complete as of the Effective Date:
 - (1) The Party has full right and authority to enter into this Agreement and to consummate the transaction described in this Agreement;
 - (2) This Agreement constitutes the valid and legally binding obligations of the Party and is enforceable against the Party in accordance with its terms; and

- (3) Neither the execution nor delivery of this Agreement nor the performance of each Party's obligations under this Agreement violates, or will violate, any contract or agreement to which each Party is a party or by which each Party is otherwise bound.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, it is mutually covenanted and agreed by the Parties as follows:

ARTICLE I. **SERVICES AND COMPENSATION**

1.1 WTCPUA will perform the following services during the term of this Agreement:

- a) District Application Forms. WTCPUA agrees to provide each retail water customer within the Retail Area with any District wastewater services application and/or agreement that the District may provide to WTCPUA (the "WW Application"). The District agrees to give WTCPUA at least 15 days prior written notice of any change in its WW Application or its tariff or rate schedule for wastewater services (the "Tariff").
- b) Disconnection Services. WTCPUA will disconnect water service to a retail water customer of WTCPUA within the Retail Area for non-payment of a District wastewater bill or if the customer is not in compliance with the Tariff or the WW Application. WTCPUA agrees that it will not reconnect service to any delinquent or non-compliant customer until all amounts due and owing to the District are paid by such customer. The WTCPUA agrees that it will only reconnect service to any delinquent or non-compliant customer on the date and during the times specified in writing by the District or the District's authorized representative. By execution of this Agreement, the District authorizes WTCPUA to terminate water services to any District customer to whom the District provides written notice that payment is past due, or that the customer is not in compliance with the Tariff or the WW Application, and who fails to provide payment of past-due charges, or take actions necessary to comply with the Tariff or the WW Application, within the period provided in the written notice.

1.2 Billing Reports. WTCPUA agrees to provide the District with the following monthly reports :

- a) A report showing all new water connections made or new service at an existing water connection, including the date, the customer name and service address. The report will also confirm that the WW Applications were received for each new connection or new service.
- b) A report showing the water meter reading for each water customer within the Retail Area during the prior billing period by customer name and service address.

- c) The reports will be sent to the District by fax or electronic mail by the 5th business day after the end of each month to the following contact:

Attention: _____

_____, Texas _____
Phone: _____
Fax: _____
Email: _____

1.3 Excluded Services. All services not specifically identified in Sections 1.1 through 1.2 of this Agreement are excluded from this Agreement.

1.4 Compensation. As compensation for the performance of the services to be performed by WTCPUA under this Agreement, the District will pay WTCPUA the following sums:

- a) A flat fee in the amount of \$500 per month.
- b) \$150 per month for the provision of the billing report as set forth in Section 1.2 above.
- c) For service disconnections or reconnections for past due amounts for wastewater bills or other charges due to the District only:
 - (i) Disconnection fee of \$125 for 5/8" or 3/4";
 - (ii) Disconnection fee in the amount of the actual, reasonable cost to the WTCPUA for meters larger than 3/4";
 - (iii) Reconnection fee of \$60 during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday); and
 - (iv) Reconnection fee of \$180 during weekends or after normal business hours (after 5:00 p.m. and before 8:00 a.m. Monday through Friday).

All compensation, fees and charges are subject to modification by the WTCPUA to ensure adequate coverage of the cost of the services described herein; provided, however, that any such increase shall not exceed 3% annually. The WTCPUA will notify the District of any modifications no later than 90 days prior to the effective date of the change.

1.5 Additional Services and Charges. If the District requests additional services not included in this Agreement, the Parties will agree in advance by separate agreement on the terms of and payment for such services.

1.6 Payment and Billing Terms. WTCPUA will invoice the District for all compensation required under this Agreement. The District agrees to make the required payments to WTCPUA by check or bank

wire on or before the due date specified on the invoice, which will be no sooner than 30 days from the date of the invoice, or if no due date is specified, on or before 30 days from the date of the invoice. Payments will be mailed to the address indicated on the invoice, or can be hand-delivered to WTCPUA's headquarters in Bee Cave, Texas, upon prior arrangement or wired to WTCPUA pursuant to separate arrangement. If payments will be made by bank wire, the District will verify wiring instructions with WTCPUA's finance department or bookkeeper. Payment must be received by WTCPUA by the due date in order not to be considered past due or late. In the event payment is not received by the due date, the District will then pay a one-time late payment charge of 5% of the unpaid balance of the invoice.

ARTICLE II.

LIABILITY

- 2.1 Hold Harmless. WTCPUA will not be liable or responsible for, and will be saved and held harmless by the District, to the extent provided by law, from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of the services as described in this Agreement, except to the extent such claims of damages arise from WTCPUA's breach of this Agreement, or the claimed gross negligence, strict liability, or willful misconduct of WTCPUA. In the event WTCPUA is sued for any such matter or claim, it will provide a copy of the petition to the District. In the event a conflict arises between the interests of WTCPUA and the District in connection with any such litigation, then the District may retain separate legal counsel.

ARTICLE III.

MISCELLANEOUS TERMS AND CONDITIONS OF THE AGREEMENT

- 3.1 Term of Agreement. The term of this Agreement will begin on the Effective Date and will remain in effect until the expiration of one year from the Effective Date. The Agreement will automatically renew for up to four additional one-year terms unless either Party provides the other Party with written notice of termination, at least 60 days in advance of the applicable termination date. In addition, each party may terminate this Agreement at any time by providing not less than 120 days prior written notice of termination to the other Party
- 3.2 Assignment. This Agreement will be binding upon and inure to the benefit of the Parties, their successors and assigns. This Agreement will not be assignable by either Party without prior written approval by the other Party.
- 3.3 No Oral Modification. This Agreement may not be modified or amended, except by an agreement in writing signed by the authorized representatives of the Parties.
- 3.4 No Oral Waiver. The Parties may waive any of the conditions contained in this Agreement or any of the obligations of the other Party, but any such waiver will be effective only if in writing and signed by the authorized representative of the Party waiving such conditions or obligations.

- 3.5 Total Agreement. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement will be binding upon the Parties or will affect or be effective to interpret, change or restrict the provisions of this Agreement.
- 3.6 Partial Invalidity. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms of this Agreement, then and in that event, it is the intention of the Parties that the remainder of this Agreement will not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable such that the intention of the Parties is effected as closely as is possible.
- 3.7 Counterpart Execution. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It will not be necessary that the signature of all persons required to bind any Party appear on each counterpart. All counterparts will collectively constitute a single instrument. It will not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of or on behalf of, each Party.
- 3.8 Holidays. In the event that the date upon which any duties or obligations hereunder to be performed occurs upon a Saturday, Sunday or legal holiday, then, in such event, the due date for performance of any duty or obligation will automatically extended to the next succeeding business day.
- 3.9 Governing Law and Forum. THIS AGREEMENT WILL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS.
- 3.10 Authorized Representatives and Addresses. Any deliveries made under this Agreement will be effective on the date of delivery if forwarded to a Party by hand-delivery to the address of the Party indicated below. Written notices given under this Agreement will be effective on the date of actual receipt if: (i) forwarded to a Party by hand-delivery to the address of the Party indicated below; (ii) transmitted to a Party by confirmed telecopy to the address of the Party indicated below; or, (iii) deposited with the U.S. Postal Service, postage prepaid, to the address of the Party indicated below. Either Party may notify the other Party of changes in address or authorized representatives by written notice given in accordance with this Agreement.

To the District: __ Travis County MUD 22 __

__ 4301 Bull Creek Rd., Ste. 150 __

__ Austin, TX 78731 __

Fax: __ 512-328-2409 __

Email: tcorbett@mcleanhowardlaw.com

To WTCPUA:

West Travis County Public Utility Agency

Attn: General Manager

13215 Bee Cave Parkway

Building B, Suite 110

Bee Cave, Texas 78738

(512) 263-0100


[SIGNATURE PAGES FOLLOW]

Travis County Municipal Utility District No. 22

By: 

, President

ATTEST:

By: 

Name: MANIC SMITH
Title: Secretary

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
Scott Roberts, President
Board of Directors

ATTEST:

By: _____
Walt Smith, Secretary
Board of Directors

EXHIBIT "A"

RETAIL AREA

ITEM L



CIVIL ENGINEERING * DEVELOPMENT CONSULTING * PROJECT MANAGEMENT

Work Authorization Proposal

Project Name: Bee Cave Elementary WW Conversion
Project Number:
Client: West Travis County Public Utility Agency
Contact: Jennifer Riechers, General Manager
Address: 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738
Phone: (512) 263-0100
Email: jriechers@wtcpua.org

Client hereby requests and authorizes Malone/Wheeler, Inc. to perform the following services:

Scope of Services:

M/W proposes to provide engineering services as necessary to facilitate the transfer of wastewater service to Bee Cave Elementary from WCID 17 to the WTCPUA. Services included shall be coordination and communication with WCID 17, analysis and identification of the appropriate delivery point for wastewater, analysis and negotiation of the scope of services for a WCID 17-funded rehabilitation of the lift station at Bee Cave Elementary to ensure that the WTCPUA is not acquiring and outsized maintenance obligation and that the lift station integrates with the WTCPUA collection system smoothly.

Compensation:

This project will be billed on a Time and Materials (T & M) basis with an estimated fee of \$21,000.

T&M tasks will be billed per hourly rates found in the approved Billing Rate Schedule. If additional services are requested and authorized by CLIENT, Malone/Wheeler, Inc. will obtain written approval for the additional services prior to beginning work.

Services covered by this authorization shall be performed in accordance with the *Engineering Services Agreement Between West Travis County Public Utility Agency and Malone/Wheeler, Inc.*, dated October 21st, 2021.

Approved by CLIENT

By: _____

Printed Name: Jennifer Riechers

Title: General Manager

Date: _____

Approved for Malone/Wheeler, Inc.

By:  _____

Printed Name: Dennis Lozano, P.E.

Title: Principal

Date: February 7th, 2024

ITEM M



CIVIL ENGINEERING * DEVELOPMENT CONSULTING * PROJECT MANAGEMENT

Work Authorization Proposal

Project Name: Drought Contingency Plan Updates & Filings
Project Number:
Client: West Travis County Public Utility Agency
Contact: Jennifer Riechers, General Manager
Address: 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738
Phone: (512) 263-0100
Email: jriechers@wtcpua.org

Client hereby requests and authorizes Malone/Wheeler, Inc. to perform the following services:

Scope of Services:

M/W proposes to provide engineering services as necessary to update the WTCPUA Drought Contingency Plans to comply with new requirements of the LCRA regarding irrigation schedules, as well as bring both contracts' DCPs into sync following the comprehensive update of the municipal DCP. Additionally, M/W will prepare and file the required update with the Texas Water Development Board to comply with State requirements.

Compensation:

This project will be billed on a Time and Materials (T & M) basis with an estimated fee of \$17,000.


T&M tasks will be billed per hourly rates found in the approved Billing Rate Schedule. If additional services are requested and authorized by CLIENT, Malone/Wheeler, Inc. will obtain written approval for the additional services prior to beginning work.

Services covered by this authorization shall be performed in accordance with the *Engineering Services Agreement Between West Travis County Public Utility Agency and Malone/Wheeler, Inc.*, dated October 21st, 2021.

Approved by CLIENT

By: _____
 Printed Name: Jennifer Riechers
 Title: General Manager
 Date: _____

Approved for Malone/Wheeler, Inc.

By:  _____
 Printed Name: Dennis Lozano, P.E.
 Title: Principal
 Date: February 7th, 2024

Subject: Proposed maximum once-per-week watering schedule
Date: Friday, January 26, 2024 at 2:00:11 PM Central Standard Time
From: Lower Colorado River Authority
To: Jennifer Riechers



Jan. 26, 2024

At its Feb. 21 meeting, the LCRA Board of Directors will consider requiring you and other firm water customers to adopt a maximum once-per-week watering schedule as part of your drought response measures. This measure is designed to be in effect as the spring growing season begins.

If the Board adopts the change, you would be required to put the schedule into effect anytime combined storage in lakes Buchanan and Travis falls below 900,000 acre-feet, or 45% of capacity, including after the Feb. 21 Board meeting if combined storage is below that level. You can monitor combined storage, which currently is below 900,000 acre-feet, on LCRA's [River Operations Report](#).

Visit www.lcra.org/firmwateruse to read more about the proposed amendment to the Drought Contingency Plan for Firm Water Customers and DCP rules or to submit comments about the proposed change.

The deadline to submit comments is noon on Monday, Feb. 12.

Sincerely,

Gabe Smith
Senior Account Manager



LOWER COLORADO RIVER AUTHORITY

P.O. Box 220, Austin, Texas 78767-0220

[Update your preferences](#) or [Unsubscribe from this list](#)

VII. STAFF REPORTS

ITEM A



General Manager's Report

February 15, 2024

Significant Meeting Updates

- 1/8/24 Meeting with Region K consultant regarding PUA contracts with wholesale customers.
- 1/9/24 Attend City of Bee Cave Council Meeting for PUA update report.
- 1/10/24 Meeting with Double L Ranch regarding service contract requirements.
- 1/12/24 Meeting with Murfee Engineering staff for CIP quarterly update.
- 1/17/24 Meeting with City of Bee Cave staff regarding landscape irrigation policy.
- 1/17/24 Attend 90% Design Workshop for Uplands WTP Expansion.
- 1/22/24 Meeting with Austin Energy regarding electric service for WTP Expansion building.
- 1/31/24 Meeting with Municipal Operations representatives to discuss Hays WCID 1 & 2.
- 2/1/24 Meeting with DSWSC board members to discuss additional water request.
- 2/5/24 Meeting with Hydro Pro representatives regarding AMI meters.
- 2/6/24 Meeting with Dennis Lozano, Bryce Canady and George Murfee regarding Bee Cave Central Park effluent terms.
- 2/9/24 Meeting with Strategies 360 and RSAH20 regarding public utility agency legislation.
- 2/9/24 Meeting with The Pearl representatives regarding reimbursement agreement.

Updates

Late Fees/Disconnects

December

129 delinquent notices were mailed to Hwy. 290 customers on 12/6/23. 17 accounts were disconnected on 12/27/23.

143 delinquent notices were mailed to Hwy. 71 customers on 11/21/23. 20 accounts were disconnected on 12/12/23.

Admin staff are working with a consultant to perform a Salary Study to help determine if PUA salaries and benefits are competitive with other utilities in the Central Texas area. The findings of this study will help guide staff for recruiting new employees and retaining existing staff.

LCRA is proposing new Drought Contingency triggers which will limit all firm water customers to 1 X per week watering restrictions if lake levels are below 900,000 acre feet. **Current (2/11/24) lake levels are at 845,205 acre feet.**

ITEM B



West Travis County Public Utility Agency

Budget Variance Report

As Of: 1/31/2024

Fund: 10 - General Fund

	CURRENT MONTH			ANNUAL BUDGET			%
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	REMAINING	
<u>REVENUE SUMMARY</u>							
Water Revenue	1,548,490	1,663,125	(114,635)	7,906,462	27,230,000	19,323,538	
Wastewater Revenue	419,009	436,361	(17,352)	1,764,368	5,400,000	3,635,632	
SER Project Revenue	46,784	89,085	(42,301)	615,278	1,951,000	1,335,722	
Other Income	3,262	4,165	(903)	20,007	50,000	29,993	
Investment Income	88,194	8,330	79,864	353,966	100,000	(253,966)	
Investment Unrealized Gain (Loss)	14,421	-	14,421	72,351	-	(72,351)	
TOTAL REVENUE	2,120,160	2,201,066	(80,906)	10,732,432	34,731,000	23,998,568	69%
<u>EXPENSE SUMMARY</u>							
Water	244,652	486,277	241,625	1,661,321	5,977,325	4,316,004	
Wastewater	206,787	279,787	73,000	707,253	2,339,225	1,631,972	
Electromechanical	29,603	43,212	13,609	174,958	559,050	384,092	
Line Maintenance	84,673	103,950	19,277	441,822	1,335,950	894,128	
SER Projects	-	17,493	17,493	37,450	210,000	172,550	
Engineering	24,084	34,019	9,935	114,519	443,250	328,731	
Customer Service	27,523	33,941	6,418	135,466	444,425	308,959	
Meter Tech	42,302	58,073	15,771	251,130	777,425	526,295	
Information Technology	18,738	39,688	20,950	210,924	738,700	527,776	
Admin	210,298	214,497	4,199	1,038,035	3,020,550	1,982,515	
Transfers Out	1,875,000	1,875,000	-	7,500,000	25,500,000	18,000,000	
TOTAL EXPENSE	2,763,660	3,185,937	422,277	12,272,878	41,345,900	29,073,022	70%
REVENUE OVER/(UNDER) EXPENDITURE	(643,500)	(984,871)	341,371	(1,540,446)	(6,614,900)	(5,074,454)	

Balance Sheet-All Funds

Account Summary

As Of 1/31/2024

MajorGroup	10 - General Fund	20 - Rate Stabilization Fund	30 - Facilities Fund	40 - Debt Service Fund	50 - Capital Projects Fund	60 - Impact Fee Fund	Total
Asset							
10 - Cash & Cash Equivalents	\$ 32,557,445	\$ 2,015,648	\$ 2,054,136	\$ 16,391,425	\$ 28,197,213	\$ 1,852,984	\$ 83,068,851
11 - Investments	3,299,169	3,268,820	6,280,612	13,566,134	26,457,755	31,124,111	83,996,601
12 - Receivables	4,523,971	-	-	-	-	-	4,523,971
17 - Deposits	36,087	-	-	-	111,032	-	147,119
Total Asset:	\$ 40,416,672	\$ 5,284,468	\$ 8,334,748	\$ 29,957,559	\$ 54,766,000	\$ 32,977,095	\$ 171,736,542
Liability							
30 - Accounts Payable	\$ 407,629	\$ -	\$ 314,404	\$ 4,438,844	\$ 709,939	\$ 7,398	\$ 5,878,214
31 - Refundable Deposits	2,466,581	-	-	-	-	-	2,466,581
32 - Other Accrued Liabilities	628,340	-	-	-	-	-	628,340
33 - Unearned New Service Fees	4,431,494	-	-	-	-	-	4,431,494
Total Liability:	7,934,044	-	314,404	4,438,844	709,939	7,398	13,404,629
Equity							
50 - Fund Balances	34,023,074	5,191,969	7,226,710	24,753,791	53,544,334	31,832,498	156,572,376
Total Beginning Equity:	34,023,074	5,191,969	7,226,710	24,753,791	53,544,334	31,832,498	156,572,376
Total Revenue	10,732,432	94,288	1,847,559	5,211,364	2,429,608	1,822,987	22,138,238
Total Expense	12,272,878	1,789	1,053,925	4,446,440	1,917,881	685,788	20,378,701
Revenues Over/Under Expenses	(1,540,446)	92,499	793,634	764,924	511,727	1,137,199	1,759,537
Total Equity and Current Surplus (Deficit):	32,482,628	5,284,468	8,020,344	25,518,715	54,056,061	32,969,697	158,331,913
Total Liabilities, Equity and Current Surplus (Deficit):	\$ 40,416,672	\$ 5,284,468	\$ 8,334,748	\$ 29,957,559	\$ 54,766,000	\$ 32,977,095	\$ 171,736,542

Income Statement-All Funds

Account Summary

For the Period Ending 1/31/2024

	10 General Fund	20 Rate Stabilization Fund	30 Facilities Fund	40 Debt Service Fund	50 Capital Projects Fund	60 Impact Fee Fund	Total
Revenue							
60 - Water Revenue	\$ 7,906,462	\$ -	\$ -	\$ -	\$ -	\$ 825,106	\$ 8,731,568
61 - Wastewater Revenue	1,764,368	-	-	-	-	104,188	1,868,556
62 - SER Project Revenue	615,278	-	-	-	-	-	615,278
68 - Other Income	20,007	-	-	-	-	-	20,007
69 - Investment Income	353,966	23,175	42,299	82,034	173,118	199,969	874,561
69 - Investment Unrealized Gain (Loss)	72,351	71,113	138,594	306,845	589,823	693,724	1,872,450
89 - Bond Proceeds	-	-	-	-	-	-	-
90 - Other Financing Sources (Uses)	-	-	1,666,666	4,822,485	1,666,667	-	8,155,818
Revenue Total:	10,732,432	94,288	1,847,559	5,211,364	2,429,608	1,822,987	22,138,238
Expense							
70 - Water Expense	1,661,321	-	-	-	-	-	1,661,321
71 - Wastewater Expense	707,253	-	-	-	-	-	707,253
72 - Shared Operations Expense	616,781	-	-	-	-	-	616,781
74 - SER Project Expense	37,450	-	-	-	-	-	37,450
79 - Shared Admin Expense	1,750,073	1,789	2,942	7,596	10,443	29,970	1,802,813
80 - Capital Outlay	-	-	1,050,983	-	1,907,438	-	2,958,421
88 - Debt Service	-	-	-	4,438,844	-	-	4,438,844
89 - Bond Issuance Costs	-	-	-	-	-	-	-
90 - Other Financing Sources (Uses)	7,500,000	-	-	-	-	655,818	8,155,818
Expense Total:	12,272,878	1,789	1,053,925	4,446,440	1,917,881	685,788	20,378,701
Current Surplus (Deficit):	\$ (1,540,446)	\$ 92,499	\$ 793,634	\$ 764,924	\$ 511,727	\$ 1,137,199	\$ 1,759,537

ITEM C

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY



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

Operations Report

February 2024

Executive Summary

During the Month of **December 2023**, all Water facilities performed well with no environmental compliance issues. The Lake Pointe WWTP had no compliance failures, however due to equipment failures the plant struggled causing odors in the nearby area. Staff continue to perform corrective and preventative maintenance on all facility equipment and machinery. We are still waiting for equipment repair and return from a subcontractor for the Lake Pointe WWTP.

During the Month of **January**, all Water facilities performed well with no environmental compliance issues. Wastewater Lake Pointe facility was out of compliance in Avg CBOD and Avg Fecal Coliform. Adjustments have been made and temporary equipment is in place while we wait for repairs to the original equipment. Staff continue to perform corrective and preventative maintenance on all facility equipment and machinery. We have restored compliance and plant odors have improved. We continue to work to rectify all issues that pertain to these projects.

Environmental Compliance

All TCEQ compliance parameters were within State limits during the month of **December 2023**. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

Water and Wastewater Process Summary: December 2023

Water Treatment Plant	Actual
AVG Raw Water	7.713 MGD
AVG Treated Water	8.163 MGD
PEAK Treated Water	10.307 MGD
AVG CFE Turbidity	0.06 NTU
AVG Chlorine	2.98 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.333 MGD	0.675 MGD
MAX Flow	0.429 MGD	
AVG CBOD	1.50 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.00 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.222 MGD	0.325 MGD
MAX Flow	0.327 MGD	
AVG CBOD	1.33 mg/l	5 mg/L
AVG Fec.Coli	1.13 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.08 mg/l	3 mg/L

Environmental Compliance

Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants for January 2024.

Water and Wastewater Process Summary: January 2024

Water Treatment Plant	Actual
AVG Raw Water	7.006 MGD
AVG Treated Water	7.112 MGD
PEAK Treated Water	10.008 MGD
AVG CFE Turbidity	0.06 NTU
AVG Chlorine	2.97 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.357 MGD	0.675 MGD
MAX Flow	0.557 MGD	
AVG CBOD	12.2 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.10 mg/l	2 mg/L
AVG Turbidity	1.26 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.287 MGD	0.325 MGD
MAX Flow	0.377 MGD	
AVG CBOD	1.20 mg/l	5 mg/L
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.06 mg/l	2 mg/L
AVG Turbidity	1.00 mg/l	3 mg/L

Electromechanical Department Update

Water Treatment Plant

- Replacement of HSP 2 & 3 (per 5-yr plan).
 - The contractor scheduled for the 15th of February to identify scope and provide proposal.
- Unit #2 Air compressors purchased.
 - Contractor scheduled February 9th to provide installation proposal.
- Unit #3 Blower PM scheduled for the week of February 19th.
- Replaced Unit #3 Filter #2 Turbidity monitor supply pump.
- Replaced Unit #2 Filter #4 raw water ARV and Filters 1-4 effluent ARV.

Raw Water Intake

- Ordered Pump #4 replacement Per 5yr plan.
 - Pump is on-site. Installation of the pump is scheduled for the 17th of February.
- Replaced packing seal on Pump #4.
- Replaced UPS on panel in building A.

Pump Station #1

- Pump control valve #3 has been installed.

Pump Station #2

- Replaced pilot device on GST #1 fill valve.

Pump Station #4

- Replaced bearings and seals on Pump #4.

Pump Station #7

- Generator replacement for 1420 pumps is in process.
 - Generator installation is complete.
- Ordered Pump #4 replacement per 5-year plan.
 - The pump is currently being modified to match duty conditions of the recently installed pumps 1&2. After the pump modifications are complete installation will be scheduled.
- Pump Control Valve #4 replacement per 5-yr plan.
 - PCV is on site; installation will coincide with Pump #4.
- Installation of electrical, mechanical, and pneumatic devices and equipment for County Line maintenance building will be starting in March.
- Completed PM of 1340 Pumps.

Lake Pointe WWTP

- Replacement of V-seals on filters 1&2 has been scheduled(10-12wks).
- Contractor scheduled to start replacement of various facility valves February 8th.

-
- Installed Temp blower while we wait for blower repairs and replacement options.
 - Replaced packing seals on Effluent Pumps.

Bohls WWTP

- Replaced packing seal on Polymer Pump.
- Replaced intake filters on contact basin blowers.
- Replaced damaged piping on dewatering due to freeze.

Lift Station #4

- Pump #3 replacement per 5-yr plan.
 - Pumps are on site, installation scheduled for the of week February 12th.

Lift Station #10

- Pump #1 replacement per 5-yr plan.
 - The pump has been delivered; installation scheduled for the week of February 12th.

Lift Station #11

- Pulled and cleared debris from both pumps.
- Pump #2 replacement per 5-yr plan.
 - Pump has arrived; ; installation scheduled for the week of February 19th.

Lift Station #12

- Pump #1 and spare replacement per 5-yr plan.
 - Pumps have been delivered; installation scheduled for the week of February 26th.

Lift Station #17

- Pump #2 replacement per 5-yr plan.
 - Pump is on site; installation scheduled for the week of March 4th.

Lift Station #18

- Pump has been purchased per 5-yr plan.

The pump has been delivered; installation scheduled for the week of March 4th.

Lift Station #22

- Pump #1 replacement per 5-yr plan.
 - The pump has been delivered; installation scheduled for the week of March 11th.

Communication Project

- Phase 2(Lake Pointe Area)
 - Lift stations 2, 3, 6, 7, and the Lake Pointe WWTP are in process.
 - Lift Station #2: Grading, fence and revegetation will be completed based on weather conditions.
 - Lift Station #6: Completed.
 - Lift Station #7: Fence in process.

Staffing

Needs:

Electromechanical Department

- Advertising to hire an Electromechanical electrician (electrical and telemetry devices).
- Advertising to hire an Electromechanical assistant for PM (preventative maintenance).

Wastewater Department

- Class "C" or higher Wastewater Treatment Plant Operator.

Line Maintenance Department Update

New Water Taps/ Connections

- 11309 Zyle Rd. – Install tap for guest house.
- Installed tap at Dripping Springs MM for pressure gauge.
- 14720 Bear Creek Pass – Installed water tap for double service line.
- 9414 Zyle Rd. – Excavated and installed water tap for long service line.

Leak repairs:

- Repaired 12" D 1 pipe that separated from 45 MJ connection at SW Pkwy Pump Station.
- Lift station #3 – repair leak on 3" force main, sanitary tee cracked.
- 2041 Onion Creek Bend – Replaced broken curb stop valve.
- 8860 Appaloosa Run – Excavated and repaired 2" mainline.
- 11603 Uplands Rd – Replaced leaking curb stop valve.
- 3507 Well Spring Dr – Replaced leaking curb stop valve.

Leaks caused by contractor:

- Gas line contractor - Boring contractor hit 8" waterline on FM 2244.
- Gas line contractor - Boring contractor hit 4" effluent line FM 2244.

Hydrants:

- Surveying, inspecting, painting, and performing maintenance in 290 areas – 90% complete.
- Surveying, inspecting, painting, and performing maintenance – Lake Pointe – 80% complete.
- Surveying, inspecting, painting, and performing maintenance – Falcon Head – Complete.
- Cool Springs – Replaced main valve, installed new traffic kit, reassembled hydrant.
- Oak branch subdivision – Raise hydrant, serviced, and painted.
- 160 Enchanted – Serviced hydrant, removed debris from valve stack, flushed.
- 32 Longwood – Repaired hydrant, exercised valve and hydrant, now operating properly.
- 13400 Bee Cave Rd. – Hydrant flow test for Morgan Group Construction.
- 1403 Grassy Field – Repaired hydrant, replaced main valve.
- 8819 Rocky Creek Blvd – Repaired hydrant, replaced mainline valve.

Street /WW manholes:

- Surveying, inspecting, and performing maintenance – Lake Pointe.
- Surveying, inspecting, and performing maintenance – Spanish Oaks.

Misc. repairs/projects:

- 11906 Colleyville Dr. – Replaced broken curb stop valve.
- 5207 Avispa Way – Replaced broken curb stop valve.
- 12613 Galleria Circle (Saltgrass) – Excavated around meter to expose for meter replacement, repaired service line bypass.
- Assist contractor Grace Ln – Test waterline shut down for future tie in.
- Installed meter for Cannon Ranch.
- 13020 Trails End – Replaced missing meter box lid.
- 11904 La Barzola Bend – repaired broken curb stop valve, inoperable.
- WTP- Replace broken door lock with coded lock unit.
- Lake Pointe WWTP – Repair 2” main water line to hose bibs.

ITEM D

MURFEE ENGINEERING COMPANY, INC.

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

M E M O R A N D U M

DATE: February 9, 2024
TO: BOARD OF DIRECTORS – WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
FROM: George Murfee, P.E.
RE: Engineer’s Report – February 2024
CC: Jennifer Riechers – WTCPUA General Manger

MEC File No.: 11051.174

Current Items

Wastewater Flow

An updated figure tracking wastewater flows is attached.

Raw and Treated Water Flows

Figures are attached. Trend is typical.

Water-System Wide

Beneficial Water Recycling Project

The TCEQ Application for a Class V injection well has been denied by the TCEQ. The injection well, as a method of effluent disposal would have complemented the pilot effort required for the BWR (Beneficial Water Recycling) facility. Alternative disposal alternatives are being assessed – drip fields at Falconhead West and potential conversion at CoBC City Park.

Uplands Water Treatment Plant Design

The project has reached 90% design completion, and a design workshop was held with the consultant team and PUA staff on January 17th. MEC and its subconsultants are working on finalizing the design. The site plan and TCEQ CZP have been submitted and MEC is working on responding to comments. MEC and its electrical consultant are coordinating with Austin Energy to obtain electrical service for the expansion. Multiple service options are being designed around to minimize the risk of a schedule delay caused by long Austin Energy lead times in determining available service options.

WCID 20 Wholesale Water Service Analysis

Findings were presented to the WCID #20 Board during the January 2024 meeting, with the final determination to be shared with the WTCPUA’s attorney by the WCID #20 attorney in February 2024.

Impact Fee Study

MEC is updating the CIP program files and coordinating with staff and stakeholders on revised development projects to update the Land Use Assumptions (LUAs) within the WTCPUA service planning area. We are reviewing the current customer service account summary and existing SER list for development of the updated LUA and updating construction costs for the 2021 CIP.

Alternative Water Supply

Capital Cost estimates for one of two groundwater supply alternatives have been completed. Capital cost estimates for the second groundwater supply alternative as well as the expansion of the existing Uplands WTP are currently being prepared and are anticipated to be completed in mid-February. Estimates for operation and maintenance costs of these alternatives will follow. The detailing and cost alternatives for surface water supply from Lake Travis have not yet been complete, however, basemaps for these two alternatives are being developed.

Water – SH71 System

Highway 620 Widening

MEC and WTCPUA staff have begun coordination with TxDOT consultants for the Highway 620 widening project. We are investigating what facilities may conflict with the proposed road construction plans and identifying which utilities are in the ROW and which are in WTCPUA Easements, including water, wastewater and effluent facilities along Highway 620 and within Highway 71 at the intersection with Highway 620.

1080 Transmission Main

Segment A has been accepted for the operation during the one-year warranty period.

Segment B plans were resubmitted for review to the City of Bee Cave and to TXDOT (Texas Department of Transportation), all outstanding comments have been addressed except for the easement acquisition. We continue to coordination among the staff, attorney, the surveyor, and land acquisition agents. We have prepared plans and bidding documents, and the bidding phase has begun, with bids being received on February 13th. We will prepare a recommendation of award following receipt of a qualified bid.

Hamilton Pool Road Transmission Main No. 2

Masonwood development is working on securing easements. We continue to coordinate with the developer as necessary on easement acquisition. Following easement acquisition by the developer, MEC will submit site development plans for review to the reviewing agencies. The oversizing options for the transmission main will be considered during the ongoing CIP update.

TCWCID 18 Emergency Interconnect

MEC has coordinated with TCWCID 18's district engineer on the final plan comments. The project was bid on November 29th, 2023, by the district engineer, and awarded to TTE construction. We anticipate construction beginning soon.

Water – US290 System

Southwest Parkway Pump Station

The design of the pump station structural, electrical, instrumentation and control, mechanical and civil specialties are under design. Major components are being coordinated with WTCPUA operations staff. The site plan exemption has been approved by the City of Austin. We are preparing bidding documents for advertisement in late February.

US 290 Parallel Transmission Main Design

Right of Entry (ROE) letters have been prepared and transmitted for all easements, and ROEs (Right of Entry) for the environmental work have been analyzed and prioritized. We are responding to resident requests for site meetings for permanent and temporary easements and resident questions. Appraisals are being conducted and offer letters delivered. We are continuing discussions with homeowners to acquire easements voluntarily. Counter offers and agreements on easements are being received. We will continue to analyze the existing easements and identify easement constraints that will require additional permanent or construction easements. Constraints near the County Line Pump Station must be investigated more thoroughly as an additional 16-inch waterline for Fitzhugh Road must be accommodated. Work on the transmission main is being coordinated with the associated Plant and Pump Station projects.

- Segment 2 is scheduled to be the first contract to be let for construction (from North of Circle Drive Pump Station to South of Hwy 71 ROW). Permit application to COA was submitted 9/1/23 and Travis County 9/5/23. Comments were received and responded to on 11/3/2023.
- Segment 3 was submitted to the City of Austin and Travis County on 11/13/2023. Comments have been received from the County on 12/5/23. Comments have been received by the City of Austin and a response has been submitted 1/9/24.
- Segment 4 has begun preliminary profile design and permit submittal will follow.
- Segment 1 has begun horizontal and vertical preliminary alignment design.

Design surveys have been completed for all segments. Subsurface Utility Engineering (SUE) level D (records research) has been completed for all segments and locations for higher level locations are being determined. field work for environmental constraints identification is complete and the final report is being drafted.

Ledgestone Terrace Waterline Relocation

MEC coordinated plans with the County design team and received approval for construction. Public Bids were opened on October 12th, 2023, and the contract executed with EVT. A Pre-Construction Conference was held on Dec 28, 2023, the notice to proceed was issued. Submittals have been reviewed and the contractor is ordering materials. We anticipate construction to begin in a few weeks.

Bear Creek Pass Waterline Relocation

MEC and WTCPUA staff continue coordinating plans and ROW modifications with the County design Team. We have received County roadway design plans and are beginning our relocation design efforts.

1240 Conversion Waterline

Site development permits were received by Travis County and the City of Austin in July 2023. A reimbursement agreement was executed for the work being constructed through the Phase 1 Live Oak Springs development, which is under construction. Public bids were opened on March 16 2023, and our recommendation is to investigate an alternative alignment and easement acquisition for the transmission main between the Live Oaks Springs Subdivision and Highway 290, due to major constraints involved with construction along Derecho Drive. An alternative route has been determined and easement acquisition is in process.

1240 Elevated Storage Tank

The tank bowl was hoisted in early January and the tank roof has been welded. Additional work in progress includes interior tank coatings, site electrical coordination with the PEC, and installation of the primary electrical service. Painting of the tank in the air to occur between February and March. MEC continues holding monthly progress meetings, reviewing submittals and RFIs (Request for Information), and coordinating site inspections.

The attached change order #1 is being presented to extend the contract period by 21 days, remove the installation of a fire hydrant and corresponding lead that was provided as part of the Hawkrigde development, account for the addition of a line drop from the tank to a stainless-steel header to be installed five feet above the tank pedestal to allow for the installation of the specified pressure transmitter, a new solenoid and corresponding drain line, temperature sensor, hose bibb, insulation, and heat tracing to ensure adequate weather proofing and operation of the tank instrumentation during future freezes, and concludes with scope and cost for installation of the primary service to the EST site. Project final completion is scheduled for July 1, 2024.

Circle Drive Pump Station and Ground Storage Tank

Design work has commenced, the design survey is complete, and the site plan permit set was submitted for approval to COA and Travis County on February 24, 2023. Comments from the City of Austin were received, and we have submitted a response to comments along with an updated plan set. A Class B Permit for tree removal within the R.O.W. permit has been issued by Travis County which allows geotechnical and survey work to be performed. Design of the bidding and construction documents for the pump station and reservoir are underway. Geotechnical work is anticipated soon. Facility capacity analysis has been completed and flow rate has been determined.

12 Inch Waterline Extension Hwy 290

MEC has begun preliminary design of a 12" waterline extension to serve the Endeavor tract. Right of entry (ROE) and Survey have been engaged. Sub-surface utility engineering (SUE) will be incorporated shortly to examine the existing 6" WL and tie-in utilities.

Wastewater – US290 System

Bohls Wastewater Treatment Plant Expansion Design

Final approval of the site plan has been received. Final coordination between structural and electrical to ensure no conflicts during construction. “For Review” sets will go out to preferred contractors at least 2 weeks prior to bid advertisement. Anticipate bidding in March.

Lake Pointe Lift Station Rehab

The bypass pumping plan has been finalized through coordination between the contractor, WTCPUA operations staff, and MEC. The PUA and MEC are presenting the bypass plan to the Lake Pointe HOA and Lake Pointe MUD in February prior to beginning onsite work.

Wastewater Permit Renewal/Major Amendment and Renewal

The Bohls WWTP expansion requires coordination of capacities with the TCEQ and the TLAP (Texas Land Application Permit). The amendment to the TLAP permit is being proposed to move the drip disposal ahead of the BWR facility because permitting of the BWR facility and authorization to construct and operate the facility may take several years to complete.

Preliminary Engineering Report for the Development of 50,000 gpd of Effluent Drip Fields at Falconhead West Property

MEC has generated preliminary alignment alternatives and proposed pump station locations for the proposed force main to extend the existing effluent distribution system to the drip fields. MEC has determined existing easements and utilities along the preliminary alignments along with identification of potential and priority for phasing the improvements. The WTCPUA and Falconhead Golf Course Operations Staff are working to confirm a pressure test at the proposed take point at the golf course that will be used to convey flows to the drip field site. Once this is completed with proposed alignments and constraints identified, MEC can move forward with estimates of construction costs for each with considerations to be included as part of the overall preliminary engineering report.