

**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 16, 2023 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 8, 2022 Regular Board Meeting and January 12, 2023 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. EDC Construction, \$37,500, Containment Bays at County Line PS;**
 - 2. G Creek, Inc, Pay Application #2, \$447,720.75, Uplands Trident/Office Building Renovation.**
- D. Approve Contractor Pay Requests including:**
 - 1. Qro Mex Construction Co., Inc., Pay Application #5 (Final), \$155,138.93, 1340 Conversion;**
 - 2. S.J. Louis Construction of Texas, Ltd., Pay Application #6, \$416,601.37, 1080 Transmission Main-Segment A;**
 - 3. S.J. Louis Construction of Texas, Ltd., Pay Application #7, \$157,173.02, 1080 Transmission Main-Segment A;**

4. **TTE, LLC, Pay Application Final, \$8,010.00, West Bee Cave Pump Station Upgrade.**

E. Approve Change Orders for:

1. **Process Water Technologies, LLC, Change Order #1, \$0.00 Uplands Water Treatment Solids Dewatering;**
2. **Qro Mex Construction Co., Inc., Change Order #3, \$1,368.92, 1340 Conversion;**

V. NEW BUSINESS

A. Discuss, consider and take action on Wholesale Service Agreements for:

1. **Anarene (City of Dripping Springs);**
2. **Cannon Ranch (City of Dripping Springs).**

B. Discuss, consider and take action on approval of Service Availability Letters for :

1. **Sawyer Ranch, Lot 3A, 40 Water LUEs, 290 System;**
2. **16810 Hamilton Pool Road, 42 Water LUEs, 71 System.**

C. Discuss, consider and take action on approval of Non Standard Service Agreements for:

1. **Sawyer Ranch, Lot 3A;**
2. **16810 Hamilton Pool Road.**

D. Discuss, consider and take action on update to Board of Directors on water system capacity commitments and direction to staff on processing new applications for service (S. Roberts).

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

E. Discuss, consider and take action on authorization for the exploration and funding of additional water supply (S. Roberts).

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

F. Discuss possible date for March Special Meeting (J. Riechers).

G. Discuss, consider and take action regarding employee bonuses related to the February Ice Storm (J. Riechers).

VI. STAFF REPORTS

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

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

- C. **Operation’s Report (C. Jeffrey).**
- D. **Engineering Report (G. Murfee) including:**
 - 1. **Capital Improvements Plan Update.**

VII. ADJOURNMENT

Dated: February 9, 2023

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 8, 2022

Board:

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

Staff and Consultants:

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

I. CALL TO ORDER

The meeting was called to order and executive session began at 1:06 p.m.

II. ESTABLISH QUORUM

III. PUBLIC COMMENT

Terry Elam, Board President for Lake Pointe MUD introduced himself to the board. Mr. Elam stated there is a receding effort along Lake Pointe Property and an outreach committee has been organized. Penny Hansel will be the point of contact for the District. Ms. Hansel will be requesting a timeline and plan to convey property.

IV. CONSENT AGENDA

A. Approve minutes of October 20, 2022 Regular board meeting.

B. Approve payment of invoices.

C. Ratify payments approved by General Manager:

- 1. EDC Construction, \$37,500, Containment Bays at County Line PS;**
- 2. Austin Armature Works, LP, Lift Station #15 Pump #1, \$25,226.50;**
- 3. Austin Armature Works, LP, Lift Station #15 Pump #1 spare \$25,226.50;**

4. **Process Wastewater Technologies, Pay Application #2, \$588,200, Wastewater Sludge Dewatering Equipment;**
5. **S.J. Louis Construction of Texas, Ltd., Pay Application #4, \$418,256.31, 1080 Transmission Main-Segment A.**

D. Approve Contractor Pay Requests including:

1. **Preload, LLC, Pay Application #10, \$2,603, Hamilton Pool Road GST.**

E. Approve Change Orders for:

1. **Udelhoven Oilfield Services, Inc., Change Order #1, \$509,750.28, Lake Pointe Lift Station Rehab;**
2. **G Creek, Inc., Change Order #2, \$57,547.06, Uplands Water Treatment Plant Renovation Project;**
3. **Qro Mex Construction Co. Inc., Change Order #2, \$9,426.39, Sawyer Ranch 1340 Water Main Conversion;**

MOTION: A motion was made by Director Smith to approve the Consent Agenda as presented in items IV. A-E 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: Director Garza

V. NEW BUSINESS

A. Discuss, consider and take action on Service Availability Letter for:

1. **Serenity Hills, 50 Water LUEs, 290 System.**

MOTION: A motion was made by President Roberts to approve the item as presented in item V.A.1. of the Board Packet. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye: Unanimous

Voting Nay:

Abstained:

Absent: Director Garza

B. Discuss, consider and take action on Non-Standard Service Agreement for:

1. **Serenity Hills;**

MOTION: A motion was made by President Roberts to approve item as presented in item V.B.1. 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: Director Garza

- C. Discuss, consider and take action on Seventh Amendment to City of Dripping Springs Wholesale Water Agreement for 250 additional LUEs for Driftwood Commercial project (J. Riechers).**

President Roberts recused himself from discussion and voting. Director Creveling took charge of the discussion of this item.

- MOTION: A motion was made by Director Smith to approve item as presented in item V.C. of the Board Packet. The motion was seconded by Director Bethke.**

The vote was taken with the following result:

Voting Aye: Directors Smith, Bethke and Creveling

Voting Nay:

Abstained: President Roberts

Absent: Director Garza

- D. Discuss, consider and take action on planning for 88th Legislative Session including potential engagement of lobby team (W. Smith).**
(This item may be taken into Executive Session under the consultation with attorney exception).

Regular session resumed at 1:23 p.m. No action was taken in Executive Session.

- MOTION: A motion was made by President Roberts to approve this item. The motion was seconded by Director Bethke.**

The vote was taken with the following result:

Voting Aye: Unanimous

Voting Nay:

Abstained:

Absent: Director Garza

- E. Discuss, consider and take action on 1080 TM project easement acquisition (G. Murfee).**
(This item may be taken into Executive Session under the consultation with attorney exception).

No action taken.

F. Discuss, consider and take action on HEB #33 12” Transmission Main CIP 1240 Water Main Project (G. Murfee).

George Murfee presented this item. H-E-B would no longer wants to put in line.
No action taken.

G. Discuss, consider and take action on future WTCPUA meeting schedule (J. Riechers).

Jennifer Riechers presented this item. Ms. Riechers requested the Board postpone discussion of this item until after executive session. Next Board Meeting set for January 12, 2023.

VI. STAFF REPORTS

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

No matters to report.

B. Controller’s Report (J. Smith).

No matters to report.

C. Operation’s Report (C. Jeffrey).

No matters to report.

D. Engineering Report (G. Murfee) including:

1. Capital Improvements Plan Update.

George Murfee presented this item. Mr. Murfee discussed the utility relocation at Darden Hill and Sawyer Ranch developments and stated that a timetable needs to be determined. This project has been folded into the County project and will be up for bid in February.

VII. ADJOURNMENT

MOTION: A motion was made by President Roberts. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye: Unanimous
Voting Nay:
Abstained:
Absent: Director Garza

The meeting was adjourned at 1:31 p.m.

PASSED AND APPROVED this 16th day of February 2023

Walt Smith, Secretary
Board of Directors

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

January 12, 2023

Board:

Jack Creveling, Vice President
Jason Bethke, Director
Clint Garza, Director

Staff and Consultants:

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

I. CALL TO ORDER

Meeting was called to order at 1:06 p.m.

II. ESTABLISH QUORUM

II. PUBLIC COMMENT

No Comments.

IV. CONSENT AGENDA

A. Approve payment of invoices, including:

- 1. Smith Pump Company, Inc., \$60,950.00, Repair and Install Raw Water Pump #2.**
- 2. RDO Equipment Co., \$52,420.01, Line Maintenance Department Mini Excavator.**
- 3. BOK Financial Invoices for Bond Payments:**
 - a. Revenue Bonds, Series 2015, \$286,031.25;**
 - b. Revenue Bonds, Series 2017, \$3,105,575.00;**
 - c. Revenue Bonds, Series 2019, \$309,400.00;**
 - d. Revenue Bonds, Series 2022, \$872,975.00.**

B. Approve Contractor Pay Requests including:

- 1. G. Creek, Inc., Pay Application #6, \$143,299.29, Permanganate Chemical Feed Relocation.;**

2. **Preload, LLC, Pay Application #11, \$30,879.10, Hamilton Pool Road Ground Storage Tank 2;**
3. **B5 Construction Company, Inc., Pay Application #5, \$35,215.69, County Line 1420 Pump Station Upgrades;**
4. **SJ Louis Construction of Texas, Ltd., Pay Application #5, \$475,989.01, 1080 Transmission Main Segment A;**
5. **TTE LLC, Pay Application #3, \$10,374.00, West Bee Cave Pump Station Upgrade.**

C. Approve Change Order Requests:

1. **SJ Louis Construction of Texas, Ltd., Change Order #3, \$77,035.30, 1080 Transmission Main Segment A.**

MOTION: A motion was made by Director Garza to approve the Consent Agenda as presented in Items IV. A-C of the Board Packet. The motion was seconded by Director Bethke.

The vote was taken with the following result:

Voting Aye: Unanimous

Voting Nay:

Abstained:

Absent: Director Roberts and Director Smith

V. NEW BUSINESS

- A. Discuss, consider and take action on FY2023 Budget amendment (J. Smith).**
(This item may be taken into Executive Session under the consultation with attorney exception).

Ms. Smith presented this item.

MOTION: A motion was made by Director Garza to approve this item, as presented in Items V. D of the Board Packet. The motion was seconded by Director Bethke.

The vote was taken with the following result:

Voting Aye: Unanimous

Voting Nay:

Abstained:

Absent: Director Roberts and Director Smith

- B. Discuss, consider and take action authorizing the General Manager to approve and execute purchase agreements with landowners for acquisition of easements related to the 1080 Transmission Main Project (J. Riechers).**

Ms. Riechers presented this item.

MOTION: A motion was made by Director Garza to approve this item, as presented in Items V. E of the Board Packet. The motion was seconded by Director Bethke.

The vote was taken with the following result:

Voting Aye: Unanimous

Voting Nay:

Abstained:

Absent: Director Roberts and Director Smith

VI. ADJOURNMENT

MOTION: A motion was made by Director Garza. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye: Unanimous

Voting Nay:

Abstained:

Absent: Director Roberts and Director Smith

The meeting was adjourned at 1:08 p.m.

PASSED AND APPROVED this 16th day of February 2023

Walt Smith, Secretary
Board of Directors

ITEM B



West Travis County Public Utility Agency

Check Report

By Check Number

Date Range: 12/01/2022 - 12/31/2022

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	12/01/2022	EFT	0.00	16,850.43	110
110812012022	Invoice	12/01/2022	Lease Expense	0.00	16,850.43	
02758	EDC Construction	12/12/2022	EFT	0.00	37,500.00	111
1057	Invoice	11/17/2022	Containment Bays PS #7 WO #2970 - 5 Ye	0.00	37,500.00	
02784	Preload LLC	12/15/2022	EFT	0.00	2,603.00	113
Hamilton Pool Ro	Invoice	11/30/2022	Hamilton Pool Road GST #2- Pay Applicati	0.00	2,603.00	
02764	Malone Wheeler, Inc	12/23/2022	EFT	0.00	4,809.76	116
22640	Invoice	11/22/2022	General Engineering Services	0.00	1,375.00	
22644	Invoice	11/22/2022	Emergency Preparedness Implementation	0.00	2,804.65	
22658	Invoice	11/22/2022	EPP W2 Generator	0.00	630.11	
00130	AT&T Mobility-CC	12/09/2022	Regular	0.00	855.00	4954
YRB102022	Invoice	11/24/2022	SCADA System Cellular Network 10/19/2	0.00	855.00	
00686	Ferguson Enterprises, Inc.	12/09/2022	Regular	0.00	844.03	4955
1207885	Invoice	11/21/2022	LM Materials for WO #2743	0.00	844.03	
00752	Grainger	12/09/2022	Regular	0.00	295.12	4956
9522477620	Invoice	11/22/2022	EMD Supplies for WO #3160	0.00	295.12	
00842	HydroPro Solutions, LLC	12/09/2022	Regular	0.00	1,233.32	4957
19291.I-IN	Invoice	11/01/2022	Network Monitoring System	0.00	1,233.32	
01324	Lower Colorado River Authority	12/09/2022	Regular	0.00	140,722.61	4958
00549839-11/22	Invoice	11/30/2022	Purchase Water	0.00	8,308.82	
0549492-11/22	Invoice	11/30/2022	Purchase Water	0.00	132,413.79	
01349	Marcelo's Sand & Loam	12/09/2022	Regular	0.00	194.89	4959
554942	Invoice	11/10/2022	Leveling Dump Fee @ PS #7	0.00	18.00	
554950	Invoice	11/10/2022	Stock Material - PS#7	0.00	176.89	
01543	Murfee Engineering Company Inc.	12/09/2022	Regular	0.00	29,114.80	4960
45233	Invoice	10/01/2022	General Eng Services FYE 9/30/2021	0.00	27,715.84	
45873	Invoice	02/18/2022	County Line 1420 PS Upgrades	0.00	1,398.96	
02508	Quadient Postage Funding	12/09/2022	Regular	0.00	61.00	4961
7711 12/22	Invoice	12/01/2022	Postage Fees	0.00	61.00	
01911	Silver Electric and Solar	12/09/2022	Regular	0.00	2,230.00	4962
1001948	Invoice	10/06/2022	EMD Electrical Work WO #2756	0.00	2,230.00	
01915	Smith Pump Company, Inc.	12/09/2022	Regular	0.00	4,949.17	4963
1006103	Invoice	11/17/2022	Service Call RWI Pump #3 WO #3114	0.00	4,949.17	
02026	Texas Commission on Environmental Quality	12/09/2022	Regular	0.00	17,640.00	4964
PHS0212537	Invoice	11/30/2022	Water System Fee - FY23	0.00	17,640.00	
02138	United Site Services of Texas, Inc.	12/09/2022	Regular	0.00	174.25	4965
INV-01201915	Invoice	11/23/2022	County Line Pump Station	0.00	174.25	
00102	Aqua-Tech Laboratories, Inc	12/14/2022	Regular	0.00	3,633.50	4967
61539	Invoice	11/27/2022	October 2022 Analysis - Bohls WWTP	0.00	1,447.00	
61540	Invoice	11/27/2022	October 2022 Analysis	0.00	750.00	
61541	Invoice	11/27/2022	October 2022 Analysis - Lakepointe WWT	0.00	1,240.00	

Check Report

Date Range: 12/01/2022 - 12/31/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
61542	Invoice	11/27/2022	October 2022 Analysis WTP	0.00	196.50	
00245	Brenntag Southwest Inc.	12/14/2022	Regular	0.00	25,025.19	4968
BSW428231	Invoice	11/16/2022	Chlorine for Bohls WWTP	0.00	2,785.97	
BSW429603	Invoice	11/23/2022	Aquamine/LAS for WTP	0.00	9,494.22	
BSW431334	Invoice	12/02/2022	Chlorine for WTP	0.00	12,745.00	
02672	Cintas Corporation	12/14/2022	Regular	0.00	190.56	4969
5135300619	Invoice	12/02/2022	Medical Kit Replenishment @ WTP	0.00	127.78	
5135300646	Invoice	12/02/2022	Medical Kit Replenishment @ Lakepointe	0.00	62.78	
00447	Core & Main LP	12/14/2022	Regular	0.00	992.20	4970
S055015	Invoice	12/08/2022	LM Supplies for WO #2713	0.00	992.20	
00568	Diligent Delivery Systems	12/14/2022	Regular	0.00	91.00	4971
151998_362	Invoice	11/30/2022	Courier Services 11/1/2022-11/30/2022	0.00	91.00	
02842	DNA Chem INC	12/14/2022	Regular	0.00	4,520.00	4972
1246	Invoice	11/28/2022	Replacement Flow Scales for Lakepointe	0.00	4,520.00	
02839	EGSW LLC	12/14/2022	Regular	0.00	2,168.00	4973
INV-2051	Invoice	11/21/2022	WW Replacement Cartridge for Wager Un	0.00	2,168.00	
00686	Ferguson Enterprises, Inc.	12/14/2022	Regular	0.00	1,550.00	4974
1206413	Invoice	11/29/2022	Meter Boxes for LM County Line	0.00	1,550.00	
00725	Generator Field Services LLC	12/14/2022	Regular	0.00	3,987.54	4975
GFS8116	Invoice	12/02/2022	Water Pump Replaced & Coolant Service	0.00	3,050.04	
GFS8117	Invoice	12/02/2022	Service Call @ LS#22	0.00	937.50	
02779	Geotab USA, Inc	12/14/2022	Regular	0.00	450.99	4976
IN323730	Invoice	11/30/2022	Fleet Management Software & GPS Tracki	0.00	450.99	
00752	Grainger	12/14/2022	Regular	0.00	1,710.28	4977
9537705106	Invoice	12/07/2022	EMD Supplies for WO #3198	0.00	1,645.88	
9537705114	Invoice	12/07/2022	EMD Supplies for WO #3198	0.00	64.40	
01349	Marcelo's Sand & Loam	12/14/2022	Regular	0.00	875.15	4978
556171	Invoice	11/30/2022	Leveling Dump Fee @ PS #7	0.00	144.00	
556172	Invoice	11/30/2022	3/8s Pea Gravel - LM Stock for New Taps	0.00	731.15	
01434	McCoy's Building Supply	12/14/2022	Regular	0.00	424.34	4979
6990556	Invoice	12/12/2022	LM Supplies for Truck #702	0.00	44.99	
7498336	Credit Memo	11/30/2022	Sawzall 12A Milwaukee Truck #2202 Retur	0.00	-129.99	
7498337	Invoice	11/30/2022	LM Tool for Truck #2202	0.00	139.99	
7498338	Invoice	11/30/2022	LM Supplies for WO #2613	0.00	243.98	
7498766	Invoice	12/07/2022	LM Supplies for WO #2613	0.00	49.90	
7498848	Invoice	12/08/2022	EMD Supplies for Truck #703	0.00	5.99	
7498849	Invoice	12/08/2022	EMD Supplies for WO #3057	0.00	69.48	
01629	Pedernales	12/14/2022	Regular	0.00	9,803.16	4980
0950 2022.12	Invoice	12/08/2022	Electric Charges - Pump Station 7	0.00	37.50	
2795 2022.12	Invoice	12/08/2022	Electric Charges - Pump Station 7	0.00	4,500.70	
5199 2022.12	Invoice	12/08/2022	Electric Charges - EST 2	0.00	53.58	
6270 2022.12	Invoice	12/08/2022	Electric Charges - Pump Station 5	0.00	1,709.37	
6483 2022.12	Invoice	12/08/2022	Electric Charges - Pump Station 7	0.00	3,455.47	
6972 2022.12	Invoice	12/08/2022	Electric Expense - Pump Station 6	0.00	46.54	
01665	PSI-Pump Solutions,Inc	12/14/2022	Regular	0.00	8,325.00	4981
2022-1190	Invoice	11/21/2022	Repairs to Pump #1 @ LS #19 WO #3220	0.00	5,888.00	
2022-1191	Invoice	11/21/2022	Repairs to misc pump for LS #19 WO #322	0.00	2,437.00	
02029	Texas Excavation Safety System, Inc.	12/14/2022	Regular	0.00	503.50	4982
22-21421	Invoice	11/30/2022	Message Fees - November 2022	0.00	503.50	

Check Report

Date Range: 12/01/2022 - 12/31/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02031	Texas Municipal League	12/14/2022	Regular	0.00	202,666.94	4983
2995 2022.10	Invoice	10/01/2022	Insuance Premium FY 2022/2023	0.00	202,666.94	
02081	TML MultiState Intergovernmental EBP	12/14/2022	Regular	0.00	35,499.05	4984
PWESTTR12212	Invoice	12/01/2022	Employee Benefits - December 2022	0.00	35,499.05	
02133	Tyler Technologies, Inc	12/14/2022	Regular	0.00	750.00	4985
025-403411	Invoice	11/29/2022	Payroll Clerk Training Academy - K Pattiso	0.00	750.00	
02138	United Site Services of Texas, Inc.	12/14/2022	Regular	0.00	343.38	4986
INV-01203121	Invoice	11/23/2022	Bee Cave EST	0.00	343.38	
02174	Waste Management of Texas	12/14/2022	Regular	0.00	1,538.34	4987
0163729-2161-5	Invoice	11/28/2022	Garbage Service 12/01/22-12/31/22	0.00	1,538.34	
02177	Wastewater Transport Services, LLC	12/14/2022	Regular	0.00	99,401.62	4988
11120486	Invoice	11/01/2022	Sludge Disposal - Bohls WWTP	0.00	25,592.54	
11120502	Invoice	11/01/2022	Sludge Disposal - Lakepointe WWTP	0.00	54,324.41	
11120667	Invoice	11/21/2022	Lift Station Cleaning - Bohls WWTP	0.00	1,336.44	
11120668	Invoice	11/21/2022	Lift Station Cleaning - LS #14	0.00	1,336.44	
11120669	Invoice	11/21/2022	Lift Station Cleaning - Lakepointe WWTP	0.00	1,336.44	
11120671	Invoice	11/21/2022	Lift Station Cleaning - LS #11	0.00	1,336.44	
11120786	Invoice	11/01/2022	Sludge Disposal - WTP	0.00	14,138.91	
02763	Zane Furr	12/14/2022	Regular	0.00	7,930.00	4990
ZF 2022-11	Invoice	11/28/2022	Monthly Grounds Maintenance - Novemb	0.00	7,930.00	
00133	AT&T- Internet	12/22/2022	Regular	0.00	923.14	4991
6145805701	Invoice	12/11/2022	Internet & Phone Service Admin	0.00	923.14	
00142	Austin Armature Works, LP	12/22/2022	Regular	0.00	409.45	4992
NSI14708	Invoice	10/21/2022	Flange installed on Pump 2 for LS 1 - WO	0.00	409.45	
00245	Brenntag Southwest Inc.	12/22/2022	Regular	0.00	3,581.96	4993
BSW432536	Invoice	12/09/2022	Chlorine for Lakepointe WWTP	0.00	2,387.97	
BSW432537	Invoice	12/09/2022	Chlorine for Bohls WWTP	0.00	1,193.99	
02771	Capital Surveying Company, Inc	12/22/2022	Regular	0.00	2,960.00	4994
CSCI-103461	Invoice	11/30/2022	1080 Transmission Main Project	0.00	2,960.00	
02821	CB Solutions LP	12/22/2022	Regular	0.00	3,406.98	4995
18033	Invoice	12/02/2022	EMD Stock Supplies	0.00	3,406.98	
02672	Cintas Corporation	12/22/2022	Regular	0.00	95.13	4996
5136891499	Invoice	12/14/2022	Medical Kit Replenishment - Admin Office	0.00	95.13	
00447	Core & Main LP	12/22/2022	Regular	0.00	390.40	4997
S023297	Invoice	12/02/2022	LM Stock Supply County Line	0.00	390.40	
00457	CP&Y	12/22/2022	Regular	0.00	747.00	4998
WTCP1800076.0	Invoice	12/02/2022	Uplands WTP Trident/Office Building & Hi	0.00	747.00	
00784	Halff Associates, Inc.	12/22/2022	Regular	0.00	2,032.50	4999
10084949	Invoice	11/29/2022	Engineering Review - Provence PH1 Sec 7	0.00	877.50	
10084950	Invoice	11/29/2022	Engineering Review - Wayfinder Apartme	0.00	630.00	
10084951	Invoice	11/29/2022	Engineering Review - Live Oak Springs	0.00	525.00	
00793	Harrington Industrial Plastics, LLC	12/22/2022	Regular	0.00	3,262.60	5000
04951032	Invoice	12/09/2022	EMD Supplies for WO #3198	0.00	3,262.60	
00800	Hays County MUD No 4	12/22/2022	Regular	0.00	19,297.48	5001
2022.11.30	Invoice	11/30/2022	Wastewater Billing Collections 2022.11	0.00	19,297.48	
00823	Hill Country Office Systems	12/22/2022	Regular	0.00	157.96	5002
6933	Invoice	12/21/2022	Quarterly Maintenance	0.00	157.96	

Check Report

Date Range: 12/01/2022 - 12/31/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00842	HydroPro Solutions, LLC	12/22/2022	Regular	0.00	8,001.37	5003
0020633-IN	Invoice	12/02/2022	Meter Tech Stock Supplies	0.00	1,197.65	
0020674-IN	Invoice	12/13/2022	Meter Tech Stock Supplies	0.00	3,637.80	
0020680-IN	Invoice	12/13/2022	Meter Tech Stock Supplies	0.00	1,932.60	
19291.J-IN	Invoice	12/01/2022	Network Monitoring System	0.00	1,233.32	
02655	Infosend, Inc	12/22/2022	Regular	0.00	4,908.93	5004
225538	Invoice	12/01/2022	Billing Support	0.00	4,908.93	
02730	KnowBe4 Inc.	12/22/2022	Regular	0.00	1,098.00	5005
INV223807	Invoice	11/30/2022	Subscription for Security Awareness Traini	0.00	1,098.00	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	12/22/2022	Regular	0.00	19,191.62	5006
97535981	Invoice	11/28/2022	General Counsel - October Services	0.00	7,875.00	
97535983	Invoice	11/28/2022	Backyard - October Services	0.00	69.00	
97535986	Invoice	11/28/2022	City of Dripping Springs - October Service	0.00	193.50	
97535987	Invoice	11/28/2022	1080 Transmission Main - October Service	0.00	4,078.50	
97535988	Invoice	11/28/2022	Anarene Tract Hill Tract SER - October Ser	0.00	1,524.00	
97535989	Invoice	11/28/2022	Lake Pointe WWTP - Oct. Services	0.00	135.00	
97535990	Invoice	11/28/2022	Extra Space Storage SER	0.00	250.54	
97535991	Invoice	11/28/2022	Sawyer Ranch 2A	0.00	447.08	
97535992	Invoice	11/28/2022	Wayfinder SER	0.00	346.50	
97535995	Invoice	11/28/2022	Ledgestone Terrace Apts Endeavor SER	0.00	187.50	
97535996	Invoice	11/28/2022	LBC Wastewater (CCNG) SER	0.00	1,140.00	
97536352	Invoice	11/28/2022	Spanish Oaks	0.00	94.50	
97536354	Invoice	11/28/2022	2022 Rate Amendments	0.00	472.50	
97536355	Invoice	11/28/2022	Water Conservation & Drought Contigenc	0.00	252.00	
97536357	Invoice	11/28/2022	Hwy 290 Project	0.00	63.00	
97536700	Invoice	11/28/2022	Rough Hollow	0.00	1,118.00	
97536821	Invoice	11/30/2022	Driftwood Commercial SER	0.00	945.00	
01434	McCoy's Building Supply	12/22/2022	Regular	0.00	134.22	5008
12135	Invoice	12/09/2022	EMD Supplies for WO #3057	0.00	134.22	
01543	Murfee Engineering Company Inc.	12/22/2022	Regular	0.00	181,580.71	5009
47540	Invoice	12/02/2022	Beneficial Water Recycling Facility Design	0.00	7,144.19	
47541	Invoice	11/07/2022	Bohls WWTP Exp Design, Approval & Cons	0.00	19,675.00	
47543	Invoice	11/07/2022	Permanganate Injection Relocation	0.00	471.25	
47544	Invoice	11/07/2022	Sawyer Ranch 1340 Conversion Water Lin	0.00	1,670.00	
47545	Invoice	11/07/2022	HPRPS Ground Storage Tank #2 Design, A	0.00	1,920.00	
47546	Invoice	11/07/2022	Wastewater Solids Management Master P	0.00	350.00	
47547	Invoice	11/07/2022	1240 Transmission Main CIP Project	0.00	917.50	
47548	Invoice	11/07/2022	County Line 1420 PS Upgrades	0.00	765.00	
47549	Invoice	11/07/2022	West Bee Cave PS Upgrades	0.00	5,391.52	
47550	Invoice	11/07/2022	Lakepointe WWTP Influent Lift Station Re	0.00	1,407.50	
47551	Invoice	11/07/2022	Water Distribution System Model Update	0.00	2,947.50	
47552	Invoice	11/07/2022	Circle Drive PS & GST Ph 1	0.00	4,095.00	
47553	Invoice	11/07/2022	HPR Phase II Mud 22 Coordination	0.00	2,291.25	
47554	Invoice	11/07/2022	Uplands WTP Expansion Site Permit Modi	0.00	575.00	
47555	Invoice	11/07/2022	Uplands WTP 5 MGD Expansion - CIP	0.00	29,685.00	
47556	Invoice	01/02/2023	Hwy 290 Parallel Water Trans Main Prelim	0.00	6,687.50	
47557	Invoice	11/07/2022	1240 Elevated Storage Tank Design, Appro	0.00	15,271.50	
47558	Invoice	11/07/2022	Lot 12, Block H Re-Plat Approvals	0.00	1,400.00	
47566	Invoice	11/08/2022	West Cypress Hill SER	0.00	750.00	
47567	Invoice	11/08/2022	Double L Ranch SER	0.00	2,020.00	
47568	Invoice	11/08/2022	TCWCID 18 Interconnect SER Application	0.00	440.00	
47569	Invoice	11/08/2022	Cannon SER	0.00	450.00	
47570	Invoice	11/08/2022	Julep Commercial Park SER	0.00	937.50	
47571	Invoice	11/08/2022	Hawkridge SER	0.00	62.50	
47572	Invoice	11/08/2022	Parten Ranch Ph 4	0.00	975.00	
47573	Invoice	11/08/2022	Cypress Hill	0.00	5,145.00	

Check Report

Date Range: 12/01/2022 - 12/31/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
47597	Invoice	11/14/2022	1080 Transmission Main Esmts Design, Ap	0.00	25,007.18	
47601	Invoice	11/14/2022	General Eng Services FYE 9/30/2023	0.00	27,535.00	
47609	Invoice	12/02/2022	290 Parallel Water TM Route Alignment	0.00	15,593.82	
01654	PostNet TX144	12/22/2022	Regular	0.00	17.38	5012
543358	Invoice	12/09/2022	Certified Mail	0.00	17.38	
01707	Ready Refresh	12/22/2022	Regular	0.00	141.89	5013
02L0126896174	Invoice	12/20/2022	Water Delivery & Rental Fees	0.00	141.89	
02773	Spectrum Enterprise	12/22/2022	Regular	0.00	833.33	5014
12278720112142	Invoice	12/14/2022	Internet & Fiber Connection - WTP	0.00	833.33	
02027	Texas Community Propane, Ltd	12/22/2022	Regular	0.00	25.14	5015
FAL01618 12/22	Invoice	12/15/2022	Gas Expense 3925 Sugarloaf Dr	0.00	25.14	
02037	The Bridge Group	12/22/2022	Regular	0.00	12,880.00	5016
2022-0114	Invoice	11/30/2022	Monthly Construction Inspection Fees	0.00	12,880.00	
02144	USIC Locating Services, LLC	12/22/2022	Regular	0.00	2,579.28	5021
552697	Invoice	11/30/2022	Locating Services 11/1/22 - 11/30/22	0.00	2,579.28	
02177	Wastewater Transport Services, LLC	12/22/2022	Regular	0.00	1,017.21	5022
11120864	Invoice	11/29/2022	Emergency Service - LS #9	0.00	1,017.21	
02768	Westbrook Metals, Inc	12/22/2022	Regular	0.00	823.09	5023
843941	Invoice	12/12/2022	EMD Supplies for WO #3198	0.00	641.00	
844221	Invoice	12/14/2022	EMD Supplies for WO #3198	0.00	182.09	
02770	Chase Card Services	12/02/2022	Bank Draft	0.00	2,526.88	DFT0001960
6305 - 2022.11	Invoice	11/10/2022	Credit Card Purchases	0.00	2,526.88	
02700	WEX Bank	12/14/2022	Bank Draft	0.00	8,456.55	DFT0002001
85176634	Invoice	11/23/2022	Fuel Purchases	0.00	8,456.55	
00416	City of Austin	12/14/2022	Bank Draft	0.00	24,622.13	DFT0002002
040747521412	Invoice	11/29/2022	Utility Expense	0.00	82.68	
441922429752	Invoice	12/02/2022	Utility Expense	0.00	24,539.45	
02066	Spectrum	12/16/2022	Bank Draft	0.00	278.26	DFT0002016
0020275112922	Invoice	11/29/2022	Internet Lakepointe & Phone Service - LS	0.00	278.26	
00128	AT&T	12/14/2022	Bank Draft	0.00	1,458.58	DFT0002017
20221205	Invoice	12/05/2022	Telephone Expense - Consolidated Bill	0.00	1,458.58	
00132	AT&T Wireless	12/14/2022	Bank Draft	0.00	2,307.60	DFT0002018
X12122022	Invoice	12/04/2022	Staff Wireless Expense - 12/5/22 - 1/4/23	0.00	2,307.60	
00416	City of Austin	12/21/2022	Bank Draft	0.00	88,129.62	DFT0002019
071968446570	Invoice	12/08/2022	Utility Expense	0.00	88,065.43	
399092562619	Invoice	12/12/2022	Utility Expense	0.00	64.19	
00416	City of Austin	12/23/2022	Bank Draft	0.00	17,412.33	DFT0002020
224516231725	Invoice	12/14/2022	Utility Expense	0.00	83.43	
398052209544	Invoice	12/15/2022	Utility Expense	0.00	396.91	
540480614205	Invoice	12/16/2022	Utility Expense	0.00	203.37	
718430622308	Invoice	12/13/2022	Utility Expense	0.00	16,728.62	
02791	Truist - Arriaga	12/29/2022	Bank Draft	0.00	864.17	DFT0002021
7323 - 2022.12	Invoice	12/05/2022	Credit Card Purchases	0.00	864.17	
02766	Truist - ERodriguez	12/29/2022	Bank Draft	0.00	2,000.44	DFT0002022
5125 - 2022.12	Invoice	12/05/2022	Credit Card Purchases	0.00	2,000.44	
00174	Truist - Jeffrey	12/29/2022	Bank Draft	0.00	786.84	DFT0002023

Check Report

Date Range: 12/01/2022 - 12/31/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1073 - 2022.12	Invoice	12/05/2022	Credit Card Purchases	0.00	786.84	
02604	Truist - Morgan	12/29/2022	Bank Draft	0.00	241.48	DFT0002024
2165 - 2022.12	Invoice	12/05/2022	Credit Card Purchases	0.00	241.48	
00178	Truist - Rendon	12/29/2022	Bank Draft	0.00	84.75	DFT0002025
1099 - 2022.12	Invoice	12/05/2022	Credit Cards Purchases	0.00	84.75	
00180	Truist - Sarot	12/29/2022	Bank Draft	0.00	2,036.29	DFT0002026
1040 - 2022.12	Invoice	12/05/2022	Credit Card Purchases	0.00	2,036.29	
00182	Truist - Sifuentes	12/29/2022	Bank Draft	0.00	603.62	DFT0002027
8145 - 2022.12	Invoice	12/05/2022	Credit Card Purchases	0.00	603.62	
02828	Truist - McGinn	12/29/2022	Bank Draft	0.00	1,887.43	DFT0002029
8909-2202.12	Invoice	12/30/2022	Credit Card Purchases	0.00	1,887.43	
00184	Truist - Strickland	12/29/2022	Bank Draft	0.00	191.00	DFT0002030
8622 - 2022.12	Invoice	12/05/2022	Credit Card Purchases	0.00	191.00	
00175	Truist - Main Office 4972	12/29/2022	Bank Draft	0.00	5,245.79	DFT0002046
4972 - 2022.12	Invoice	12/05/2022	Credit Card Purchases	0.00	5,245.79	
00179	Truist - Riechers	12/29/2022	Bank Draft	0.00	717.09	DFT0002047
5532 - 2022.12	Invoice	12/05/2022	Credit Card Purchases	0.00	717.09	
00183	Truist - Smith	12/29/2022	Bank Draft	0.00	897.51	DFT0002048
9968 - 2022.12	Invoice	12/05/2022	Credit Card Purchases	0.00	897.51	
02756	Enterprise FM Trust	12/20/2022	Bank Draft	0.00	7,477.58	DFT0002053
FBN4614993	Invoice	12/03/2022	Enterprise Fleet Monthly Vehicle Charges	0.00	7,477.58	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	142	61	0.00	881,190.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	26	21	0.00	168,225.94
EFT's	6	4	0.00	61,763.19
	174	86	0.00	1,111,179.83

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	142	61	0.00	881,190.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	26	21	0.00	168,225.94
EFT's	6	4	0.00	61,763.19
	174	86	0.00	1,111,179.83

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	12/2022	1,111,179.83
			1,111,179.83



West Travis County Public Utility Agency

Check Report

By Check Number

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

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	01/09/2023	EFT	0.00	16,857.41	117
110801012023	Invoice	01/01/2023	Lease Expense	0.00	16,857.41	
02764	Malone Wheeler, Inc	01/19/2023	EFT	0.00	7,007.50	119
22750	Invoice	12/23/2022	Effluent Management Master Plan	0.00	3,237.50	
22753	Invoice	12/23/2022	Emergency Preparedness Implementation	0.00	1,432.50	
22767	Invoice	12/23/2022	EPP W2 Generator	0.00	2,337.50	
02784	Preload LLC	01/19/2023	EFT	0.00	30,879.10	120
Hamilton Pool Ro	Invoice	12/31/2022	Hamilton Pool Road GST #2- Pay Applicati	0.00	30,879.10	
00016	Ace Contractor Supply	01/06/2023	Regular	0.00	2,125.86	5024
166602	Invoice	12/20/2022	LM Supplies for Trucks	0.00	2,125.86	
02786	American Fasteners, INC	01/06/2023	Regular	0.00	933.67	5025
5478860	Invoice	12/15/2022	EMD Stock Supply	0.00	21.58	
5479070	Invoice	12/13/2022	EMD Supplies for WO #3198	0.00	770.51	
5479123	Invoice	12/15/2022	EMD Supplies for WO #3198	0.00	141.58	
00102	Aqua-Tech Laboratories, Inc	01/06/2023	Regular	0.00	2,945.00	5026
62052	Invoice	12/29/2022	November 2022 Analysis - Bohls WWTP	0.00	1,664.00	
62054	Invoice	12/29/2022	November 2022 Analysis - Lakepointe W	0.00	1,281.00	
00130	AT&T Mobility-CC	01/06/2023	Regular	0.00	855.00	5027
YRB112022	Invoice	12/24/2022	SCADA System Cellular Network 11/19/2	0.00	855.00	
00142	Austin Armature Works, LP	01/06/2023	Regular	0.00	1,187.00	5028
NSI14761	Invoice	12/19/2022	Supplies for WO #3232	0.00	1,187.00	
00245	Brenntag Southwest Inc.	01/06/2023	Regular	0.00	12,745.00	5029
BSW434993	Invoice	12/21/2022	Chlorine for WTP	0.00	12,745.00	
02771	Capital Surveying Company, Inc	01/06/2023	Regular	0.00	690.00	5030
CSCI-103484	Invoice	12/31/2022	1080 Transmission Main Project	0.00	690.00	
02672	Cintas Corporation	01/06/2023	Regular	0.00	79.51	5031
5138979951	Invoice	12/30/2022	Medical Kit Replenishment @ Lakepointe	0.00	79.51	
00447	Core & Main LP	01/06/2023	Regular	0.00	293.20	5032
S095345	Invoice	12/15/2022	LM Supplies for WO #2613	0.00	98.00	
S148180	Invoice	12/30/2022	LM Supplies for WO #3258	0.00	195.20	
02516	EcoCare	01/06/2023	Regular	0.00	315.00	5033
48090	Invoice	12/20/2022	Janitorial Service - January 2023	0.00	315.00	
00686	Ferguson Enterprises, Inc.	01/06/2023	Regular	0.00	637.00	5034
1210164	Invoice	12/09/2022	LM Supplies for WO #3210	0.00	312.50	
1211694	Invoice	12/16/2022	EMD Supplies for WO #3198	0.00	324.50	
00752	Grainger	01/06/2023	Regular	0.00	23.39	5035
9544689046	Invoice	12/14/2022	EMD Tool for Truck #2101	0.00	23.39	
00770	GSG PNG LAG, FLP	01/06/2023	Regular	0.00	31,000.00	5036
GSG 2023 Lease	Invoice	01/01/2023	2023 Spillman Lease Payment	0.00	31,000.00	
00771	Guardian Industrial Supply LLC	01/06/2023	Regular	0.00	165.00	5037
080769	Invoice	12/16/2022	EMD Supplies for WO #3252	0.00	165.00	

Check Report

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00784	Halff Associates, Inc.	01/06/2023	Regular	0.00	600.00	5038
10087038	Invoice	12/27/2022	Engineering Review - Provence PH1 Sec 7	0.00	247.50	
10087039	Invoice	12/27/2022	Engineering Review - Live Oak Springs	0.00	352.50	
00842	HydroPro Solutions, LLC	01/06/2023	Regular	0.00	3,472.80	5039
0020754-IN	Invoice	12/30/2022	Meter Tech Stock Supplies	0.00	3,472.80	
01010	Joann Spillman	01/06/2023	Regular	0.00	31,000.00	5040
2023 Spillman Le	Invoice	01/01/2023	2023 Spillman Lease Payment	0.00	31,000.00	
01324	Lower Colorado River Authority	01/06/2023	Regular	0.00	121,938.76	5041
00549492-12/22	Invoice	12/30/2022	Purchase Water	0.00	118,226.11	
00549839-12/22	Invoice	12/30/2022	Purchase Water	0.00	3,712.65	
01349	Marcelo's Sand & Loam	01/06/2023	Regular	0.00	54.00	5042
556551	Invoice	12/10/2022	Leveling Dump Fee @ PS #7	0.00	54.00	
01434	McCoy's Building Supply	01/06/2023	Regular	0.00	266.26	5043
1126883	Invoice	12/20/2022	LM Consumables	0.00	112.35	
6990901	Invoice	12/16/2022	LM Diesel Exhaust Fluid Dump Truck #601	0.00	63.96	
7499568	Invoice	12/20/2022	WW Winterize Supplies WO #3249	0.00	79.96	
7499577	Invoice	12/20/2022	EMD Supplies for WO #3057	0.00	9.99	
02681	Momar	01/06/2023	Regular	0.00	4,392.36	5044
PSI479038	Invoice	12/14/2022	Passage/Degreaser for LS14	0.00	4,392.36	
01543	Murfee Engineering Company Inc.	01/06/2023	Regular	0.00	3,630.00	5045
47775	Invoice	12/15/2022	West Cypress Hill SER	0.00	3,630.00	
02013	Techline Pipe, LP	01/06/2023	Regular	0.00	9.66	5046
1124521-08	Invoice	12/22/2022	Stock Supplies for LM Warehouse	0.00	9.66	
02081	TML MultiState Intergovernmental EBP	01/06/2023	Regular	0.00	36,252.75	5047
PWESTTR12301	Invoice	01/01/2023	Employee Benefits - January 2023	0.00	36,252.75	
02108	Travis County MUD No 16	01/06/2023	Regular	0.00	31,341.24	5048
2022.12	Invoice	12/31/2022	Wastewater Billing Collections 2022.12	0.00	31,341.24	
02585	Trihedral, Inc	01/06/2023	Regular	0.00	-5,682.75	5049
02585	Trihedral, Inc	01/06/2023	Regular	0.00	5,682.75	5049
5164	Invoice	12/13/2022	VT Scada Software Support	0.00	5,682.75	
02138	United Site Services of Texas, Inc.	01/06/2023	Regular	0.00	517.63	5050
INV-01283927	Invoice	12/21/2022	County Line Pump Station	0.00	174.25	
INV-01284931	Invoice	12/21/2022	Bee Cave EST	0.00	343.38	
02143	USA BlueBook	01/06/2023	Regular	0.00	135.90	5051
206578	Invoice	12/15/2022	WW Stock Supply	0.00	135.90	
02177	Wastewater Transport Services, LLC	01/06/2023	Regular	0.00	12,590.60	5052
11120957	Invoice	12/02/2022	Emergency Service - Bohls WWTP	0.00	3,668.61	
11121013	Invoice	12/08/2022	Lift Station Cleaning - Bohls WWTP	0.00	1,331.64	
11121014	Invoice	12/08/2022	Lift Station Cleaning - LS#17 Falconhead 2	0.00	1,331.64	
11121015	Invoice	12/08/2022	Lift Station Cleaning - LS#16 Falconhead 1	0.00	1,198.48	
11121016	Invoice	12/08/2022	Lift Station Cleaning - LS #14	0.00	1,331.64	
11121017	Invoice	12/08/2022	Lift Station Cleaning - LS #11	0.00	1,198.48	
11121018	Invoice	12/08/2022	Lift Station Cleaning - LS #2	0.00	1,065.31	
11121019	Invoice	12/08/2022	Lift Station Cleaning - Lakepointe WWTP	0.00	1,464.80	
02763	Zane Furr	01/06/2023	Regular	0.00	7,930.00	5053
ZF 2022-12	Invoice	12/21/2022	Monthly Grounds Maintenance - Decemb	0.00	7,930.00	
00013	Absolute Propane	01/18/2023	Regular	0.00	54.00	5054
272869	Invoice	10/28/2022	Fuel for Forklift	0.00	54.00	

Check Report

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00018	ACT Pipe & Supply	01/18/2023	Regular	0.00	1,490.21	5055
S100887548.001	Invoice	12/06/2022	LM Supplies for WO#3210	0.00	434.46	
S100889190.001	Invoice	12/08/2022	LM Collision Repair Kits WO# 3210 & Stoc	0.00	1,055.75	
00102	Aqua-Tech Laboratories, Inc	01/18/2023	Regular	0.00	946.50	5056
62053	Invoice	12/29/2022	November 2022 Analysis	0.00	750.00	
62055	Invoice	12/29/2022	November 2022 Analysis WTP	0.00	196.50	
00128	AT&T	01/18/2023	Regular	0.00	1,471.03	5057
20230105	Invoice	01/05/2023	Telephone Expense - Consolidated Bill	0.00	1,471.03	
02850	Austin Traffic Signal Construction Company, INC	01/18/2023	Regular	0.00	6,289.37	5058
9002	Invoice	11/07/2022	Traffic Signal Repairs @ Bee Cave Parkway	0.00	6,289.37	
02789	B-5 Construction Co, Inc.	01/18/2023	Regular	0.00	88,395.02	5059
County Line 1420	Invoice	10/25/2022	County Line 1420 PS Upgrades- Pay App 4	0.00	53,179.33	
County Line 1420	Invoice	11/30/2022	County Line 1420 PS Upgrades- Pay App 5	0.00	35,215.69	
02644	Batteries Plus, LLC	01/18/2023	Regular	0.00	112.50	5060
P57883076	Invoice	12/12/2022	12V Lead for EMD	0.00	112.50	
02679	Bell IT Services, Inc	01/18/2023	Regular	0.00	7,232.34	5061
100Q1549-01	Invoice	12/07/2022	Quote IT Network Switches	0.00	7,232.34	
00369	Chem Equip	01/18/2023	Regular	0.00	3,495.00	5062
6365	Invoice	10/03/2022	Service Call on Chlorine Regulator @ WTP	0.00	260.00	
6416	Invoice	12/01/2022	Service Call on Chlorine Cylinders @ WTP	0.00	3,235.00	
02672	Cintas Corporation	01/18/2023	Regular	0.00	128.39	5063
5138979973	Invoice	12/30/2022	Medical Kit Replenishment @ WTP	0.00	128.39	
00686	Ferguson Enterprises, Inc.	01/18/2023	Regular	0.00	1,307.26	5064
1210440	Invoice	12/09/2022	LM Supplies for WO# 3272	0.00	1,307.26	
00706	G Creek Inc	01/18/2023	Regular	0.00	143,299.29	5065
Permanganate Ch	Invoice	12/21/2022	Permanganate Chemical Feed Relocation-	0.00	143,299.29	
00725	Generator Field Services LLC	01/18/2023	Regular	0.00	6,044.26	5066
GFS8122	Invoice	12/14/2022	Repairs to TR-03 & EQ-03 mobile generat	0.00	2,888.26	
GFS8123	Invoice	12/14/2022	Repairs to TR-03 & EQ-03 mobile generat	0.00	2,500.00	
GFS8128	Invoice	12/14/2022	Repairs to TR-03 & EQ-03 mobile generat	0.00	656.00	
02779	Geotab USA, Inc	01/18/2023	Regular	0.00	452.88	5067
IN326746	Invoice	12/31/2022	Fleet Management Software & GPS Tracki	0.00	452.88	
00779	Hach Company	01/18/2023	Regular	0.00	582.00	5068
13396748	Invoice	12/21/2022	Ampule Calibration Kit for Bohls & Lakepo	0.00	582.00	
00785	Hamilton Electric Works, Inc.	01/18/2023	Regular	0.00	1,661.89	5069
591460	Invoice	12/28/2022	Replacement Motor for Jockey Pump @ S	0.00	1,661.89	
00800	Hays County MUD No 4	01/18/2023	Regular	0.00	13,438.27	5070
2022.12	Invoice	12/31/2022	Wastewater Billing Collections 2022.12	0.00	13,438.27	
00842	HydroPro Solutions, LLC	01/18/2023	Regular	0.00	5,107.72	5071
0020724-IN	Invoice	12/22/2022	Meter Replacement	0.00	922.40	
0020725-IN	Invoice	12/22/2022	6" Octave Meter Replacement 11800 Bee	0.00	2,952.00	
19291.K-IN	Invoice	01/04/2023	Network Monitoring System	0.00	1,233.32	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	01/18/2023	Regular	0.00	22,793.38	5072
97536909	Invoice	12/21/2022	General Counsel - November	0.00	7,875.00	
97536913	Invoice	12/21/2022	Parten Ranch NSSA - November	0.00	6,514.63	
97536914	Invoice	12/21/2022	City of Dripping Springs - November	0.00	53.00	
97536916	Invoice	12/21/2022	1080 Transmission Main - November	0.00	2,199.50	
97536917	Invoice	12/21/2022	Anarene Tract Hill Tract SER - November	0.00	1,260.00	

Check Report

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
97536919	Invoice	12/21/2022	Driftwood Commercial SER - November	0.00	1,216.00	
97536920	Invoice	12/21/2022	Rough Hollow - November	0.00	126.00	
97536923	Invoice	12/21/2022	Wayfinder SER - November	0.00	63.00	
97536924	Invoice	12/21/2022	Ledgestone Terrace Apts Endeavor SER -	0.00	30.00	
97536926	Invoice	12/21/2022	Ledgestone Commercial Lots 1-4 SER - No	0.00	523.94	
97537293	Invoice	12/27/2022	Water Conservation & Drought Contigenc	0.00	352.50	
97537295	Invoice	12/27/2022	Hwy 290 Project - November	0.00	63.00	
97537605	Invoice	01/04/2023	2022 Series Bond Issuance-Easment Repo	0.00	2,516.81	
01349	Marcelo's Sand & Loam	01/18/2023	Regular	0.00	930.81	5074
556552	Invoice	12/10/2022	Stock Material - PS#7	0.00	930.81	
01434	McCoy's Building Supply	01/18/2023	Regular	0.00	719.64	5076
13459	Invoice	01/04/2023	EMD Supplies for WO# 3057	0.00	62.96	
6294450	Invoice	01/04/2023	LM Consumables & Broom for Truck #902	0.00	304.30	
6991654	Invoice	01/03/2023	LM Supplies for WO #3250	0.00	119.96	
6991702	Invoice	01/05/2023	LM Supplies for WO #3210	0.00	31.14	
7400231	Invoice	01/04/2023	LM Supplies for WO #3211	0.00	51.90	
7400265	Invoice	01/04/2023	LM Supplies for WO #3211	0.00	35.96	
7400266	Invoice	01/09/2023	LM Supplies for Truck #802	0.00	10.47	
7499864	Invoice	12/27/2022	LM Supplies for WO# 3258	0.00	102.95	
01543	Murfee Engineering Company Inc.	01/18/2023	Regular	0.00	192,558.54	5078
47747	Invoice	12/15/2022	Beneficial Water Recycling Facility Design	0.00	3,717.50	
47748	Invoice	12/15/2022	Bohls WWTP Exp Design, Approval & Cons	0.00	11,960.00	
47750	Invoice	12/15/2022	1080 Transmission Main Esmts Design, Ap	0.00	28,508.77	
47751	Invoice	12/15/2022	Permanganate Injection Relocation	0.00	988.75	
47752	Invoice	12/15/2022	Sawyer Ranch 1340 Conversion Water Lin	0.00	2,708.75	
47753	Invoice	12/15/2022	HPRPS Ground Storage Tank #2 Design, A	0.00	550.00	
47754	Invoice	12/15/2022	Wastewater Solids Management Master P	0.00	2,961.62	
47755	Invoice	12/15/2022	1240 Transmission Main CIP Project	0.00	2,410.35	
47756	Invoice	12/15/2022	Water Treatment Solids Mgmt Master Pla	0.00	100.00	
47757	Invoice	12/15/2022	County Line 1420 PS Upgrades	0.00	618.75	
47758	Invoice	12/15/2022	West Bee Cave PS Upgrades	0.00	1,042.12	
47759	Invoice	12/15/2022	Lakepointe WWTP Influent Lift Station Re	0.00	1,410.00	
47760	Invoice	12/15/2022	Water Distribution System Model Update	0.00	2,847.50	
47761	Invoice	12/15/2022	Circle Drive PS & GST Ph 1	0.00	18,575.00	
47763	Invoice	12/15/2022	HPR Phase II Mud 22 Coordination	0.00	5,905.00	
47764	Invoice	12/15/2022	Uplands WTP Expansion Site Permit Modi	0.00	470.00	
47765	Invoice	12/15/2022	Uplands WTP 5 MGD Expansion - CIP	0.00	45,807.88	
47766	Invoice	12/15/2022	Trautwein Road Water Main Relocation	0.00	445.00	
47768	Invoice	12/15/2022	1240 Elevated Storage Tank Design, Appro	0.00	29,295.30	
47769	Invoice	12/15/2022	Lot 12, Block H Re-Plat Approvals	0.00	1,942.50	
47772	Invoice	12/15/2022	290 Parallel Water TM Easement Acquisti	0.00	20,710.00	
47776	Invoice	12/15/2022	The Backyard SER	0.00	343.75	
47777	Invoice	12/15/2022	Double L Ranch SER	0.00	4,381.25	
47778	Invoice	12/15/2022	TCWCID 18 Interconnect SER Application	0.00	1,230.00	
47779	Invoice	12/15/2022	Cannon SER	0.00	325.00	
47780	Invoice	12/15/2022	Julep Commercial Park SER	0.00	2,353.75	
47781	Invoice	12/15/2022	Hawkridge SER	0.00	462.50	
47782	Invoice	12/15/2022	Ledgestone Terrace Apartments SER	0.00	487.50	
01583	Office Depot	01/18/2023	Regular	0.00	1,364.68	5081
1900 - 2022-12	Invoice	01/05/2023	Office Supplies for Admin Office & WTP	0.00	1,364.68	
01629	Pedernales	01/18/2023	Regular	0.00	5,064.48	5083
0950 2023.01	Invoice	01/10/2023	Electric Charges - Pump Station 7	0.00	37.59	
5199 2023.01	Invoice	01/10/2023	Electric Charges - EST 2	0.00	52.32	
6270 2023.01	Invoice	01/10/2023	Electric Charges - Pump Station 5	0.00	1,759.25	
6483 2023.01	Invoice	01/10/2023	Electric Charges - Pump Station 7	0.00	3,215.32	
01629	Pedernales	01/18/2023	Regular	0.00	-5,064.48	5083

Check Report

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02849 47684	PeopleKeys, Inc. Invoice	01/04/2023	01/18/2023 Regular DISC Training Session and Personality Rep	0.00	1,200.00 1,200.00	5084
01654 544852	PostNet TX144 Invoice	01/17/2023	01/18/2023 Regular Postage for Dec monthly effluent report t	0.00	16.90 16.90	5085
01657 1787	Precision Calibrate Meter Services Invoice	11/04/2022	01/18/2023 Regular Meter Verification	0.00	675.00 675.00	5086
02738 N9725588	Quadient Leasing USA, Inc. Invoice	12/21/2022	01/18/2023 Regular Quadient Lease Payment	0.00	219.00 219.00	5087
01832 1080 24 Transmis	S.J. Louis Construction of TX Invoice	11/30/2022	01/18/2023 Regular 1080 24" Transmission Main - Segment A	0.00	475,989.01 475,989.01	5088
01915 1005682	Smith Pump Company, Inc. Invoice	10/01/2022	01/18/2023 Regular Quote Pump #1 at Lift Station #22 5-year	0.00	20,665.00 20,665.00	5089
02013 1124521-04 1127894-00	Techline Pipe, LP Invoice Invoice	12/22/2022 12/22/2022	01/18/2023 Regular Stock Supplies for LM Warehouse Tools for LM Trucks 2202 & 702	0.00 0.00	1,145.70 198.72 946.98	5090
02837 TH89816	Terracon Consultants, Inc. Invoice	12/30/2022	01/18/2023 Regular Uplands Water Treatment Plant	0.00	4,490.00 4,490.00	5091
02029 22-23230	Texas Excavation Safety System, Inc. Invoice	12/31/2022	01/18/2023 Regular Message Fees - December 2022	0.00	457.90 457.90	5092
02037 2023-0100	The Bridge Group Invoice	01/02/2023	01/18/2023 Regular Monthly Construction Inspection Fees	0.00	12,170.00 12,170.00	5093
02803 West Bee Cave PS	TTE, LLC Invoice	10/31/2022	01/18/2023 Regular West Bee Cave PS Upgrade - Pay App #3	0.00	10,374.00 10,374.00	5097
02133 025-407714 025-408085	Tyler Technologies, Inc. Invoice Invoice	12/31/2022 12/31/2022	01/18/2023 Regular Insite Transaction Fees - Quarterly Billing Subscription - Utility Billing Notification C	0.00 0.00	12,471.05 12,446.25 24.80	5098
02143 182003 182313 183566 186082 206587 214079 216344	USA BlueBook Invoice Invoice Invoice Invoice Invoice Invoice Invoice	11/18/2022 11/18/2022 11/21/2022 11/23/2022 12/15/2022 12/23/2022 12/28/2022	01/18/2023 Regular Consumables for WTP Consumables for WTP Supplies for WTP Chemicals for WTP Supplies for WTP Stock Supplies for WD Supplies for WTP	0.00 0.00 0.00 0.00 0.00 0.00 0.00	811.71 89.25 101.22 109.85 149.39 86.08 21.00 254.92	5099
02144 559084	USIC Locating Services, LLC Invoice	12/31/2022	01/18/2023 Regular Locating Services 12/1/22 - 12/31/22	0.00	2,465.88 2,465.88	5100
02174 0165687-2161-3	Waste Management of Texas Invoice	12/27/2022	01/18/2023 Regular Garbage Service 01/01/23-01/31/23	0.00	1,759.45 1,759.45	5101
02177 11121185	Wastewater Transport Services, LLC Invoice	12/22/2022	01/18/2023 Regular Emergency Service - LS #20	0.00	1,117.50 1,117.50	5102
00706 Uplands WTP & H	G Creek Inc Invoice	12/07/2022	01/25/2023 Regular Uplands WTP & HSPS Renovations - Pay A	0.00	447,720.75 447,720.75	5103
02770 6305 - 2022.12	Chase Card Services Invoice	12/10/2022	01/03/2023 Bank Draft Credit Card Purchases	0.00	4,739.50 4,739.50	DFT0002045
02066 0020275122922	Spectrum Invoice	12/29/2022	01/05/2023 Bank Draft Internet Lakepointe & Phone Service - LS	0.00	278.26 278.26	DFT0002049
02700	WEX Bank		01/05/2023 Bank Draft	0.00	6,778.70	DFT0002050

Check Report

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

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
85933271	Invoice	12/23/2022	Fuel Purchases		0.00	6,778.70	
00416	City of Austin		01/09/2023	Bank Draft	0.00	21,411.38	DFT0002052
040048089619	Invoice	12/29/2022	Utility Expense		0.00	82.68	
441669898856	Invoice	01/04/2023	Utility Expense		0.00	21,328.70	
00416	City of Austin		01/23/2023	Bank Draft	0.00	99,379.64	DFT0002068
071838329422	Invoice	01/10/2023	Utility Expense		0.00	82,857.77	
399329718623	Invoice	01/12/2023	Utility Expense		0.00	76.11	
718353314490	Invoice	01/13/2023	Utility Expense		0.00	16,445.76	
02756	Enterprise FM Trust		01/23/2023	Bank Draft	0.00	15,174.87	DFT0002069
FBN4631668	Invoice	01/05/2023	Enterprise Fleet Monthly Vehicle Charges		0.00	15,174.87	
00132	AT&T Wireless		01/26/2023	Bank Draft	0.00	1,903.34	DFT0002070
X01122023	Invoice	01/04/2023	Staff Wireless Expense - 1/5/23 - 2/4/23		0.00	1,903.34	
00183	Truist - Smith		01/27/2023	Bank Draft	0.00	3,315.70	DFT0002071
9968 - 2023.01	Invoice	01/05/2023	Credit Card Purchases		0.00	3,315.70	
02602	Truist - CRodriguez		01/27/2023	Bank Draft	0.00	479.74	DFT0002072
2173 - 2023.01	Invoice	01/05/2023	Credit Card Purchases		0.00	479.74	
02766	Truist - ERodriguez		01/27/2023	Bank Draft	0.00	217.47	DFT0002073
5125 - 2023.01	Invoice	01/05/2023	Credit Card Purchases		0.00	217.47	
00416	City of Austin		01/31/2023	Bank Draft	0.00	85.95	DFT0002104
224906601132	Invoice	01/17/2023	Utility Expense		0.00	85.95	
02791	Truist - Arriaga		01/17/2023	Bank Draft	0.00	117.90	DFT0002107
7323 - 2023.01	Invoice	01/05/2023	Credit Card Purchases		0.00	117.90	
02828	Truist - McGinn		01/17/2023	Bank Draft	0.00	167.81	DFT0002108
8909 - 2023.01	Invoice	01/05/2023	Credit Card Purchases		0.00	167.81	
00182	Truist - Sifuentes		01/17/2023	Bank Draft	0.00	5,735.44	DFT0002109
8145 - 2023.01	Invoice	01/05/2023	Credit Card Purchases		0.00	5,735.44	
00184	Truist - Strickland		01/17/2023	Bank Draft	0.00	30.03	DFT0002110
8622 - 2023.01	Invoice	01/05/2023	Credit Card Purchases		0.00	30.03	
00180	Truist - Sarot		01/27/2023	Bank Draft	0.00	332.04	DFT0002111
1040 - 2023.01	Invoice	01/05/2023	Credit Card Purchases		0.00	332.04	
00174	Truist - Jeffrey		01/27/2023	Bank Draft	0.00	530.29	DFT0002112
1073 - 2023.01	Invoice	01/05/2023	Credit Card Purchases		0.00	530.29	
00175	Truist - Main Office 4972		01/27/2023	Bank Draft	0.00	2,048.29	DFT0002113
4972 - 2023.01	Invoice	01/05/2023	Credit Card Purchases		0.00	2,048.29	
01629	Pedernales		01/24/2023	Bank Draft	0.00	37.50	DFT0002115
6972 2023.01	Invoice	01/10/2023	Electric Expense - Pump Station 6		0.00	37.50	
01629	Pedernales		01/24/2023	Bank Draft	0.00	11,239.51	DFT0002116
0927 2023.01	Invoice	01/06/2023	Electric Charges - Pump Station 7 New Me		0.00	2,590.90	
0950 2023.01	Invoice	01/10/2023	Electric Charges - Pump Station 7		0.00	37.59	
2795 2023.01	Invoice	01/12/2023	Electric Charges - Pump Station 7		0.00	3,584.13	
5199 2023.01	Invoice	01/10/2023	Electric Charges - EST 2		0.00	52.32	
6270 2023.01	Invoice	01/10/2023	Electric Charges - Pump Station 5		0.00	1,759.25	
6483 2023.01	Invoice	01/10/2023	Electric Charges - Pump Station 7		0.00	3,215.32	
00416	City of Austin		01/24/2023	Bank Draft	0.00	20,411.50	DFT0002117
040958292142	Invoice	01/30/2023	Utility Expense		0.00	98.15	

Check Report

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
441565945339	Invoice	02/02/2023	Utility Expense	0.00	20,313.35	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	154	71	0.00	1,812,497.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-10,747.23
Bank Drafts	30	21	0.00	194,414.86
EFT's	5	3	0.00	54,744.01
	189	97	0.00	2,050,909.29

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	154	71	0.00	1,812,497.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-10,747.23
Bank Drafts	30	21	0.00	194,414.86
EFT's	5	3	0.00	54,744.01
	189	97	0.00	2,050,909.29

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	1/2023	2,050,909.29
			2,050,909.29

**West Travis County Public Utility Agency
Investment Report
Quarter Ended December 31, 2022**

BOARD OF DIRECTORS

West Travis County Public Utility Agency

Attached is the Quarterly Investment Report for the Quarter Ended December 31, 2022.

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

Training:

February 12, 2017 (Virtual Learning Concepts) - 10 hours

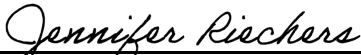
September 10-11, 2019 (UNT Center for Public Management) - 10 hours

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

This report was presented for Board approval on February 16, 2023.



Jennifer Riechers

General Manager

Primary Investment Officer



Jennifer Smith, CPA

Controller

Investment Officer

Investment Accounts Activity Summary

All Funds	FY22	Oct-22	Nov-22	Dec-22	FY23
Beginning Balance	\$ 82,746,356.74	\$ 79,314,915.83	\$ 79,228,972.79	\$ 79,676,893.49	\$ 79,314,915.83
Interest	1,305,716.52	70,828.37	127,538.25	85,127.93	283,494.55
Accrued Interest Change	25,848.11	49,991.02	(8,168.72)	36,325.04	78,147.34
Other Income	182.99	-	-	-	-
Net Amortization	(449,574.22)	498.45	(37,994.75)	(10,204.30)	(47,700.60)
Transfer to BB&T/Other	-	-	-	-	-
Realized Gain (Loss)	64,679.68	-	-	-	-
Unrealized Gain (Loss)	(4,252,976.30)	(205,713.02)	394,302.34	111,643.58	300,232.90
Fees-Truist	(23,066.69)	(1,547.86)	(2,536.42)	(1,794.01)	(5,878.29)
Fees-Sterling	(102,251.00)	-	(25,220.00)	-	(25,220.00)
Ending Balance	<u>\$ 79,314,915.83</u>	<u>\$ 79,228,972.79</u>	<u>\$ 79,676,893.49</u>	<u>\$ 79,897,991.73</u>	<u>\$ 79,897,991.73</u>

Impact Fee Fund	\$ 29,600,867.70
Capital Projects Fund	25,162,882.03
Debt Service Fund	12,909,972.26
Facilities Fund	5,974,651.70
General Operating Fund	3,139,362.87
Rate Stabilization Fund	3,110,255.17
	<u>\$ 79,897,991.73</u>

Cash/Due to Brokers	\$ -
Accrued Income	416,912.46
Money Market	286,309.78
US Govt Agency Bonds/Notes	35,725,895.29
Municipal Bonds	40,126,087.35
Corporate Bonds	3,342,786.85
	<u>\$ 79,897,991.73</u>

Portfolio Performance (net)	Time Weighted Return			
	One Month	Last 3 Months	Fiscal YTD	Since Inception
	Dec-22			12/31/2017
	0.28%	0.77%	0.77%	1.10%

TRUIST BANK
COLLATERAL MGMT 4320 KAHN DR
BLDG 2 MC 151-90-01-30
FMPFPLEDGING@TRUIST.COM
LUMBERTON, NC 28358

12/30/2022
Sales Representative: E. Michael Sessoms

Deposit Balance Collateral Verification Statement

Account No: 218000842

**WEST TRAVIS PUBLIC UTILITY AGENCY
6500 RIVER PLACE BLVD STE 104
AUSTIN, TX 78730-1119**

ITEM C



Invoice

2716 E 2nd St. Austin TX 78702

Date	Invoice #
11/17/2022	1057

Bill To
West Travis County Public Utility Agency WO00002970 County Line PS7 12004 W. Hwy 290 County Line

Description	Est Amt	Draw Amount
ATTN: Joey Sifuentes Containment Bays 700 SQFT Foundation 15" Beams (105 LF) 12" Walls 6' High (105 LF) #4 Re-bar for foundation 14" o/c #5 Re-bar for beams top and bottom w/4" Stirrup Broom Finish 1" Champer on top of wall 12" wall ties 5 Sac 3000 psi 16' Deep Total	75,000.00	37,500.00
Payments: 2 Draws 1st Draw: \$37,500 Beams and Pad Poured 2nd Draw: \$37,500 Upon Completion		
Total		\$37,500.00

Payments/Credits	\$0.00
Balance Due	\$37,500.00

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No. 2

Contract Time: _____ Days Project No.: WTCP1800076
 Elapsed Time: _____ Days Period: 9/1/22 To: 12/7/22
 Project Name: Uplands WTP & HS Pump Station Architect: CP&Y, Inc.
 Owner: West Travis County PUA Contractor: Travis Industries, LLC

1.	Original Contract Amount.....	\$	3,090,371.00	-
2.	Owners Change Orders Thru No. _____	\$	(206,655.00)	-
3.	Total Current Contract Amount	\$	2,883,716.00	-
4.	Total Completed To Date	\$	659,030.00	-
5.	Total Materials Stored To Date	\$		-
6.	Total Completed And Stored To Date	\$	659,030.00	-
7.	Retainage (5% Of Line 6)	\$	32,951.50	-
8.	Total Completed, Less Retainage	\$	626,078.50	-
9.	Less Amount Of Previous Estimates	\$	178,357.75	-
10.	Amount Due This Application	\$	447,720.75	-

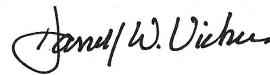
11. Balance To Finish, Plus Retainage (Line 3 - Line 6) \$ 2,224,686.00
 12. Percent Completed To Date (Line 6 : Line 3) \$ 22.8%

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 12/7/22

Payment of: \$ 447,720.75
 (Line 10 or other - attach explanation of the other amount) Inspector's Approval of Quantities

Recommended by:  December 8, 2022
 (Architect) (Date)

Payment of: \$
 (Line 10 or other - attach explanation of the other amount)

is approved by:  1/24/23
 (Owner) (Date)

Contractor:

G. Creek Inc.
PO Box 163764
Austin, Tx. 78716

Owner:

Western Travis County PUA
13215 Bee Cave Parkway, Bldg. B, Suite 110
Bee Cave, TX 78738

Job Name:

Uplands WTP Trident/Office Bldg & HSPS Renovations
Project Number WTCP 1800076

Application #: 2

Application Date Period From: 09/01/22

Application Date Period To: 12/08/22

Project Numbers:

G. Creek project # 22-655

Total Completed this Pay Application	\$264,630.00
Total Installed to Date:	\$659,030.00
Total Retainage Withheld:	\$32,951.50
Total Due to Date:	\$626,078.50
Previously Paid:	\$178,357.75
Due this Estimate:	\$447,720.75

A	B	C	D	E	F	G	H	I	
					Materials	Total	Balance		
			Work Completed		Presently	Completed and	to		
		Scheduled	From Previous	This	Stored, Not in	Stored	%	Finish	
Item	Description of Work	Value	Application	Period	D or E	To Date	(G/C)	(C-G)	retainage
1	1.01 Mobilization	\$ 135,000.00	\$135,000.00	\$0.00		\$135,000.00	100%	\$0.00	\$6,750.00
2	1.02 Bonding and Insurance	\$ 52,745.00	\$52,745.00	\$0.00		\$52,745.00	100%	\$0.00	\$2,637.25
3	1.03 WTP Bldg and Facilities Improvements (\$1,483,500)								
4	General Conditions	\$ 79,500.00		\$0.00		\$0.00	0%	\$79,500.00	\$0.00
5	Equipment Rentals - skytracks, skidsteers, lifts, etc	\$ 11,000.00		\$0.00		\$0.00	0%	\$11,000.00	\$0.00
6	General Labor	\$ 8,500.00		\$0.00		\$0.00	0%	\$8,500.00	\$0.00
7	Final Clean	\$ 1,500.00				\$0.00	0%	\$1,500.00	\$0.00
8	Demolition - Interior	\$ 25,000.00				\$0.00	0%	\$25,000.00	\$0.00
9	Demolition - Exterior	\$ 15,000.00				\$0.00	0%	\$15,000.00	\$0.00
10	Demo-remove spray insulation in operation room and protect equipment	\$ 10,000.00				\$0.00	0%	\$10,000.00	\$0.00
11	Masonry - power wash and clean/seal	\$ 6,000.00				\$0.00	0%	\$6,000.00	\$0.00
12	Masonry - CMU patching	\$ 4,000.00				\$0.00	0%	\$4,000.00	\$0.00
13	Millwork - LOC Cabinets	\$ 30,000.00				\$0.00	0%	\$30,000.00	\$0.00
14	Architectural Millwork	\$ 15,000.00				\$0.00	0%	\$15,000.00	\$0.00
15	Countertops	\$ 5,000.00				\$0.00	0%	\$5,000.00	\$0.00
16	Roofing and metal siding	\$ 145,000.00				\$0.00	0%	\$145,000.00	\$0.00
17	Gutters and Downspouts	\$ 15,000.00				\$0.00	0%	\$15,000.00	\$0.00
18	Fire Caulking and Joint Sealants	\$ 3,500.00				\$0.00	0%	\$3,500.00	\$0.00
19	Batt Insulation	\$ 3,000.00				\$0.00	0%	\$3,000.00	\$0.00
20	Hollow Metal doors/frames/hardware	\$ 7,500.00				\$0.00	0%	\$7,500.00	\$0.00
21	FRP doors and frames	\$ 95,000.00				\$0.00	0%	\$95,000.00	\$0.00
22	Installation of all doors, frames, and hardware	\$ 12,000.00				\$0.00	0%	\$12,000.00	\$0.00
23	Framing and Gyp Board Interior walls	\$ 25,000.00				\$0.00	0%	\$25,000.00	\$0.00
24	Acoustical Ceilings	\$ 17,500.00				\$0.00	0%	\$17,500.00	\$0.00
25	LVT and wall base	\$ 25,500.00				\$0.00	0%	\$25,500.00	\$0.00
26	Ceramic Tile	\$ 8,500.00				\$0.00	0%	\$8,500.00	\$0.00
27	Tape, Float and Paint	\$ 44,000.00				\$0.00	0%	\$44,000.00	\$0.00
28	Pump Room Wainscott painting	\$ 13,500.00				\$0.00	0%	\$13,500.00	\$0.00
29	Toilet Partitions and Accessories	\$ 12,000.00				\$0.00	0%	\$12,000.00	\$0.00
28	Appliances	\$ 5,000.00				\$0.00	0%	\$5,000.00	\$0.00
29	Installation of Appliances	\$ 1,000.00				\$0.00	0%	\$1,000.00	\$0.00
30	Lockers	\$ 9,000.00				\$0.00	0%	\$9,000.00	\$0.00
31	Plumbing	\$ 65,000.00				\$0.00	0%	\$65,000.00	\$0.00
32	Existing trench drain grating replace	\$ 3,500.00				\$0.00	0%	\$3,500.00	\$0.00
33	HVAC - Materials	\$ 25,000.00				\$0.00	0%	\$25,000.00	\$0.00
34	HVAC - Labor and Install	\$ 25,000.00				\$0.00	0%	\$25,000.00	\$0.00
34	SCADA	\$ 35,000.00				\$0.00	0%	\$35,000.00	\$0.00
35	Electrical Fixtures labor and material	\$ 145,000.00		\$85,000.00		\$85,000.00	59%	\$60,000.00	\$4,250.00
36	Electrical - ceiling rough labor and material	\$ 110,000.00				\$0.00	0%	\$110,000.00	\$0.00
37	Electrical - Plugs labor and material	\$ 45,000.00				\$0.00	0%	\$45,000.00	\$0.00
38	Electrical -Gear labor and material	\$ 125,000.00				\$0.00	0%	\$125,000.00	\$0.00
39	Electrical- Trim Out labor and material	\$ 50,000.00				\$0.00	0%	\$50,000.00	\$0.00
40	Electrical- Stainless Cabinets labor and material	\$ 150,000.00				\$0.00	0%	\$150,000.00	\$0.00
41	Chemical Bldg Misc Work	\$ 7,500.00				\$0.00	0%	\$7,500.00	\$0.00
42	Maintence Bldg Bathroom work (includes plumbing)	\$ 45,000.00				\$0.00	0%	\$45,000.00	\$0.00

43	1.04 High Service Pump Station Bldg and Facilities Improvments (\$993,536)								
44	General Conditions	\$ 79,836.00		\$25,000.00		\$25,000.00	31%	\$54,836.00	\$1,250.00
45	Equipment Rentals - skytracks, skidsteers, lifts, etc	\$ 12,000.00		\$5,000.00		\$5,000.00	42%	\$7,000.00	\$250.00
46	General Labor	\$ 8,000.00		\$2,500.00		\$2,500.00	31%	\$5,500.00	\$125.00
47	Final Clean	\$ 2,000.00				\$0.00	0%	\$2,000.00	\$0.00
48	Demolition/misc/utility work/erosion controls	\$ 25,000.00		\$20,000.00		\$20,000.00	80%	\$5,000.00	\$1,000.00
49	Asphalt Patching	\$ 5,000.00				\$0.00	0%	\$5,000.00	\$0.00
49	Pier Drilling	\$ 14,000.00		\$14,000.00		\$14,000.00	100%	\$0.00	\$700.00
50	Concrete Foundation	\$ 112,500.00		\$28,000.00		\$28,000.00	25%	\$84,500.00	\$1,400.00
51	Concrete sidewalks and ramps	\$ 5,000.00				\$0.00	0%	\$5,000.00	\$0.00
52	Masonry - CMU and Split Face	\$ 175,000.00				\$0.00	0%	\$175,000.00	\$0.00
53	Structural Steel and Erection	\$ 70,000.00				\$0.00	0%	\$70,000.00	\$0.00
54	Bollards	\$ 3,500.00				\$0.00	0%	\$3,500.00	\$0.00
55	Metal Roofing	\$ 25,000.00				\$0.00	0%	\$25,000.00	\$0.00
56	Gutters and Downspouts	\$ 8,000.00				\$0.00	0%	\$8,000.00	\$0.00
57	Water Proofing, Fire Caulking, and Joint Sealants	\$ 2,500.00				\$0.00	0%	\$2,500.00	\$0.00
58	2" rigid insulation in block cavity wall	\$ 3,500.00				\$0.00	0%	\$3,500.00	\$0.00
59	Foam insulation in block	\$ 20,000.00				\$0.00	0%	\$20,000.00	\$0.00
60	Hollow Metal doors/frames/hardware	\$ 5,000.00				\$0.00	0%	\$5,000.00	\$0.00
61	Installation of all doors, frames, and hardware	\$ 1,200.00				\$0.00	0%	\$1,200.00	\$0.00
62	Overhead Door	\$ 16,000.00				\$0.00	0%	\$16,000.00	\$0.00
63	Windows	\$ 1,000.00				\$0.00	0%	\$1,000.00	\$0.00
64	LVT and Base	\$ 4,000.00				\$0.00	0%	\$4,000.00	\$0.00
65	Seal floors and paint walls at bathroom	\$ 15,000.00				\$0.00	0%	\$15,000.00	\$0.00
66	Lockers	\$ 5,000.00				\$0.00	0%	\$5,000.00	\$0.00
67	Crane	\$ 55,000.00				\$0.00	0%	\$55,000.00	\$0.00
68	Jarke Pipe Racks	\$ 6,000.00				\$0.00	0%	\$6,000.00	\$0.00
69	HVAC and Louvers material	\$ 20,000.00				\$0.00	0%	\$20,000.00	\$0.00
70	HVAC and Louvers labor	\$ 9,500.00				\$0.00	0%	\$9,500.00	\$0.00
70	Plumbing	\$ 55,000.00				\$0.00	0%	\$55,000.00	\$0.00
71	Electrical- Fixtures labor and material	\$ 95,000.00		\$55,650.00		\$55,650.00	59%	\$39,350.00	\$2,782.50
72	Electrical - Ceiling Rough labor and material	\$ 45,000.00				\$0.00	0%	\$45,000.00	\$0.00
73	Electrical - Plugs labor and material	\$ 15,000.00				\$0.00	0%	\$15,000.00	\$0.00
74	Electrical - Gear labor and material	\$ 65,000.00		\$30,000.00		\$30,000.00	46%	\$35,000.00	\$1,500.00
75	Electrical - Trim out labor and material	\$ 10,000.00				\$0.00	0%	\$10,000.00	\$0.00
76	1.05 Allowance - WTP Bldg piping/conduit exploration and determination (Trident Tank Ro	\$ 30,000.00				\$0.00	0%	\$30,000.00	\$0.00
77	1.06 Allowance - General Contingency Allowance	\$ 45,000.00				\$0.00	0%	\$45,000.00	\$0.00
78	1.07 Allowance- Furniture Allowance	\$ 35,000.00				\$0.00	0%	\$35,000.00	\$0.00
79	2.01A - Exterior stair, door 201, and assoc framing and flatwork	\$ 109,455.00				\$0.00	0%	\$109,455.00	\$0.00
80	2.02A - 5 Canopy Parking Shade Structures	\$ 206,135.00		\$206,135.00		\$206,135.00	100%	\$0.00	\$10,306.75
81	2.03A - Clean stainless enclosures -NOT TAKEN								
82	Change order 1 - deduct Canopy shade structures and exterior stair	\$ (206,655.00)		(\$206,655.00)					
83	Change Order 2 - pending								
	Grand Totals without tax	\$ 2,883,716.00	\$187,745.00	\$264,630.00		\$659,030.00		\$2,431,341.00	\$32,951.50
	Sales Tax on total	\$ -							
	Total contract amount	\$ 3,090,371.00							

Matt Haralson
G. Creek Construction

12/7/22

Date

Darrell Vickers
CP&Y

Date

December 8, 2022

ITEM D



Murfee Engineering Company

February 9, 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: WTCPUA 1340 Conversion (Sawyer Ranch Rd) Contractor’s Application for Payment No. 5 (Final) Revised

Mr. Roberts and Board:

Enclosed is Application for Payment No. 5 from Qro Mex Construction Co, Inc. for the period ending November 16th, 2022. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, recommend acceptance of the project for operation and maintenance, and recommend approval and payment in the amount of one hundred fifty-five thousand one hundred thirty-eight and 93/100 Dollars (\$155,138.93). This application for payment is broken down as follows:

Table with 2 columns: Description and Amount. Rows include Original Contract Price, Net Change by Change Orders, Current Contract Price, Total Completed and Stored to Date, Retainage (5%), Amount Due this Application, and Balance to Finish, Plus Retainage.

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

Sincerely,

Jason Baze, P.E.

cc: Jennifer Riechers – WTCPUA MEC File No. 11051.134



PAYMENT REQUEST (4.51)

PROJECT:	<u>Sawyer Ranch 1340 Conversion Water Main</u>	PROJECT NUMBER
OWNER:	<u>West Travis County Public Utility Agency</u>	
CONTRACTOR:	<u>Qro Mex Construction Co., Inc.</u>	<u>2114</u>
ENGINEER:	<u>Murfee</u>	<u>11051-134</u>

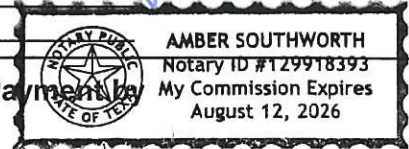
PAYMENT PERIOD FROM: 09/01/22 **TO** 11/16/22 **ESTIMATE NO.:** 5

SUMMARY OF PAYMENT ESTIMATE VALUES FROM ATTACHED TABULATIONS

Original Contract Amount	\$	1,277,720.50
Approved Change Orders	\$	11,576.99
Current Contract Amount	\$	1,289,297.49
Total Value of Original Contract Performed (Attachment "A" consisting of <u>1</u> pages)	\$	1,277,720.50
Extra Work on Approved Change Orders (Attachment "B" consisting of <u> </u> pages)	\$	11,576.99
Materials on Hand (Attachment "C" consisting of <u> </u> pages)	\$	-
Total Value of Work to Date	\$	1,289,297.49
Less Amount Retained at <u>5</u> %		
Net Amount Earned on Contract	\$	1,289,297.49
Less Amount of Previous Payments	\$	1,134,158.56
BALANCE DUE THIS STATEMENT	\$	155,138.93
Percentage of Contract Paid to Date		100.00%

The undersigned Contractor certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.

Contractor: Qro Mex Construction Co., Inc. By [Signature]
 Date: 2/9/2023
 Subscribed and sworn to before me this 9th day of February, 2023
 Notary Public: [Signature]
 My Commission expires: 8/12/2026



Recommended for Payment by Murfee	Approved for Payment by [OWNER]
By _____ Date _____	By _____ Date _____
Approved for Payment by [Inspector]	Approved for Payment by [OWNER]
By _____ Date _____	By _____ Date _____

ATTACHMENT "A"
PAYMENT REQUEST
TABULATION OF VALUES FOR ORIGINAL CONTRACT WORK PERFORMED

PROJECT:		Sawyer Ranch 1340 Conversion Water Main								PROJECT NUMBER		
OWNER:		West Travis County Public Utility Agency								0		
CONTRACTOR:		Qro Mex Construction Co., Inc.								2114		
ENGINEER:		Murfee								11051-134		
PAYMENT PERIOD FROM:		9/1/2022		TO		11/16/2022		ESTIMATE NO.:				
								5				
LINE ITEMS	DESCRIPTION OF ITEM	QUANTITY ORIGINAL ESTIMATE	UNIT OF MEASURE	UNIT PRICE	TOTAL CONTRACT AMOUNT	QUANTITY THIS ESTIMATE	WORK COMPLETED THIS ESTIMATE	HIDE	WORK COMPLETED FROM PREVIOUS ESTIMATE	BALANCE OF MATERIALS ON HAND	TOTAL VALUE OF WORK COMPLETED	% OF WORK COMPLETE
Erosion & Sedimentation Control Item												
1	Silt Fence	2400	LF	\$ 4.00	\$ 9,600.00		\$ -	2,400.00	\$ 9,600.00		\$ 9,600.00	100.00%
2	Rock Berm	100	LF	\$ 54.00	\$ 5,400.00		\$ -	100.00	\$ 5,400.00		\$ 5,400.00	100.00%
3	Stabilized Construction Entrance	2	EA	\$ 1,800.00	\$ 3,600.00		\$ -	2.00	\$ 3,600.00		\$ 3,600.00	100.00%
4	LOC Restoration/Hydromulch Seeding	21200	SY	\$ 0.80	\$ 16,960.00	1033	\$ 826.40	20,167.00	\$ 16,133.60		\$ 16,960.00	100.00%
5	Soil Retention Blanket (TRM)	200	SY	\$ 16.00	\$ 3,200.00		\$ -	200.00	\$ 3,200.00		\$ 3,200.00	100.00%
6	SWPPP Compliance	1	LS	\$ 12,000.00	\$ 12,000.00		\$ -	1.00	\$ 12,000.00		\$ 12,000.00	100.00%
Erosion & Sedimentation Control Items Subtotal					\$ 50,760.00		\$ 826.40		\$ 49,933.60		\$ 50,760.00	100.00%
Water Items												
7	8" Ductile Iron Water Main (Unrestrained)	5660	LF	\$ 82.00	\$ 464,120.00	635	\$ 52,070.00	5,025.00	\$ 412,050.00	-	\$ 464,120.00	100.00%
8	8" Ductile Iron Water Main (Restrained)	513	LF	\$ 98.00	\$ 50,274.00		\$ -	513.00	\$ 50,274.00	-	\$ 50,274.00	100.00%
9	16" Steel Encasement Pipe Installed by Boring	1174	LF	\$ 340.00	\$ 399,160.00		\$ -	1,174.00	\$ 399,160.00	-	\$ 399,160.00	100.00%
10	Fire Hydrant Assembly	2	EA	\$ 6,900.00	\$ 13,800.00		\$ -	2.00	\$ 13,800.00		\$ 13,800.00	100.00%
11	AVV/ARV Assembly & Vault	2	EA	\$ 4,600.00	\$ 9,200.00		\$ -	2.00	\$ 9,200.00		\$ 9,200.00	100.00%
12	PRV Assembly & Vault	1	EA	\$ 12,300.00	\$ 12,300.00		\$ -	1.00	\$ 12,300.00		\$ 12,300.00	100.00%
13	20" x 8" Tapping Sleeve	1	EA	\$ 28,000.00	\$ 28,000.00	1	\$ 28,000.00		\$ -		\$ 28,000.00	100.00%
14	8" Gate Valve & Box	9	EA	\$ 2,800.00	\$ 25,200.00		\$ -	9.00	\$ 25,200.00		\$ 25,200.00	100.00%
15	1 1/2" Service Tap/Lead; Disconnect Lead from Existing Water Main and Connect to Proposed 8" Water Main	8	EA	\$ 1,900.00	\$ 15,200.00		\$ -	8.00	\$ 15,200.00		\$ 15,200.00	100.00%
16	Remove Existing Fire Hydrant Assembly; Plug and Abandon Existing 6" Lead	2	EA	\$ 600.00	\$ 1,200.00		\$ -	2.00	\$ 1,200.00		\$ 1,200.00	100.00%
17	Water Main Connection -- Cut Into Existing 6" Water Main and Connect to Proposed 8" Water Main (8" x 6" Tee); Plug and Abandon in Place Remaining Existing Water Main	2	EA	\$ 4,200.00	\$ 8,400.00		\$ -	2.00	\$ 8,400.00		\$ 8,400.00	100.00%
18	Wet Connection -- Cut-In 45° Bend(s) on Existing Water Main; Plug and Abandon in Place Existing Water Main	2	EA	\$ 4,800.00	\$ 9,600.00		\$ -	2.00	\$ 9,600.00		\$ 9,600.00	100.00%
19	Wet Connection -- Remove Existing Plug and Connect to Existing 6" Water Main (White Wash Way)	1	EA	\$ 3,800.00	\$ 3,800.00		\$ -	1.00	\$ 3,800.00		\$ 3,800.00	100.00%
20	Disinfection and Testing	6173	LF	\$ 2.50	\$ 15,432.50	635	\$ 1,587.50	5,538.00	\$ 13,845.00		\$ 15,432.50	100.00%
21	Trench Safety	6173	LF	\$ 3.00	\$ 18,519.00	635.00	\$ 1,905.00	5,538.00	\$ 16,614.00		\$ 18,519.00	100.00%
Water Items Subtotal					\$ 1,074,205.50		\$ 83,562.50		\$ 990,643.00		\$ 1,074,205.50	100.00%
Miscellaneous Items												
22	Bonds & Insurance	1	LS	\$ 80,000.00	\$ 80,000.00		\$ -	1.00	\$ 80,000.00		\$ 80,000.00	100.00%
23	Construction Permitting	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00		\$ 10,000.00	100.00%
24	Project Installation Plan & Schedule	1	LS	\$ 6,700.00	\$ 6,700.00		\$ -	1.00	\$ 6,700.00		\$ 6,700.00	100.00%
25	Orange Construction Fence	500	LF	\$ 4.00	\$ 2,000.00	250.00	\$ 1,000.00	250.00	\$ 1,000.00		\$ 2,000.00	100.00%
26	Temporary Chain Link Fence	500	LF	\$ 8.00	\$ 4,000.00	250.00	\$ 2,000.00	250.00	\$ 2,000.00		\$ 4,000.00	100.00%
27	Coordination with Property Owners for Service Meter Connections	1	LS	\$ 7,800.00	\$ 7,800.00		\$ -	1.00	\$ 7,800.00		\$ 7,800.00	100.00%
28	Coordination with Power Company	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -	1.00	\$ 2,000.00		\$ 2,000.00	100.00%
29	Coordination with WTCPUA Staff	1	LS	\$ 6,700.00	\$ 6,700.00		\$ -	1.00	\$ 6,700.00		\$ 6,700.00	100.00%
30	Traffic Control	1	LS	\$ 25,555.00	\$ 25,555.00		\$ -	1.00	\$ 25,555.00		\$ 25,555.00	100.00%
31	Temporary Drainage Control	1	LS	\$ 8,000.00	\$ 8,000.00		\$ -	1.00	\$ 8,000.00		\$ 8,000.00	100.00%
Miscellaneous Items Subtotal					\$ 152,755.00		\$ 3,000.00		\$ 149,755.00		\$ 152,755.00	100.00%
TOTAL FOR PAGE / PROJECT					\$ 1,277,720.50		\$ 87,388.90		\$ 1,190,331.60	\$ -	\$ 1,277,720.50	100.00%



Murfee Engineering Company

January 9th, 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: 1080 24" Transmission Main – Segment A
Contractor's Application for Payment No. 6**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 6 from S.J. Louis Construction of Texas LTD. for the period ending December 31st, 2022. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of four hundred sixteen thousand, six hundred one and 37/100 dollars (\$416,601.37). This application for payment is broken down as follows:

Original Contract Price:	\$3,514,023.10
Net Change by Change Orders:	\$182,738.99
Current Contract Price:	\$3,696,762.09
Total Completed and Stored to Date:	\$3,166,363.26
Retainage (10%):	\$316,636.33
Amount Due this Application:	\$416,601.37
Balance to Finish, Plus Retainage:	\$847,035.16

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

Sincerely,

Jason Baze, P.E.

cc: Jennifer Riechers – WTCPUA
MEC File No. 11051.122

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
PROJECT CONSTRUCTION**

CONSTRUCTION ESTIMATE CERTIFICATION FORM

PAYMENT ESTIMATE No:

6

Project: 1080 24" TRANSMISSION MAIN - SEGMENT A
ENGINEER PROJECT
11051.122

Date: 4-Jan-23

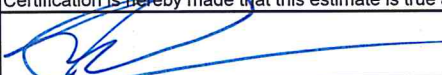
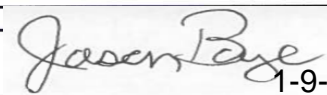
For Period: 12/1/2022 to 12/31/2022

Contractor: S.J. LOUIS CONSTRUCTION OF TEXAS LTD.
520 S. 6TH AVE.
MANSFIELD, TX 76063

Design Engineer: *Murfee Engineering Company*

Original Water Contract Amount:	\$ 3,514,023.10
Change Order(s) Approved:	\$ 105,703.69
Revised Total Contract Amount:	\$ 3,619,726.79
Change Order Percentage	3.01%

Total Water Work Completed to Date on Original Bids:	\$ 2,512,234.97
Change Orders Completed:	\$ 88,357.50
Materials Stored on Site:	\$ 565,770.79
Total Value of Work To Date:	\$ 3,166,363.26
Less 10% Retained:	\$ 316,636.33
Less Previous Payment(s):	\$ 2,433,125.56
Amount Due This Period:	\$ 416,601.37

Certification is hereby made that this estimate is true and correct and eligible for payment			
	1/4/2023		1-9-2023
Contractor	Date	Consultant: Recommended for Payment	Date
Area Inspector	Date		
		Owner: WTCPUA	Date

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
SAN, ANTONIO, TX

1080 24" TRANSMISSION MAIN - SEGMENT A
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
ENGINEER PROJECT 11051.122

CONTRACTOR: S.J. LOUIS CONSTRUCTION OF TEXAS LTD.
ADDRESS: 520 S. 6TH AVE.
MANSFIELD, TX 76063

PAY ESTIMATE NO. 6

LINE NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	CONTRACT AMOUNT	PREV. QTY	CURRENT QTY	TOTAL QTY	TOTAL AMOUNT
BASE BID									
E-1	Silt Fence Including J-Hooks Installation and Maintenance	Linear Foot	14,016.00	\$ 2.40	\$ 33,638.40	10,512.00	0.00	10,512.00	\$ 25,228.80
E-2	Inlet Protection Installation and Maintenance	Each	2.00	\$ 800.00	\$ 1,600.00	1.50	0.00	1.50	\$ 1,200.00
E-3	Stabilized Construction Entrance Installation and Maintenance	Each	10.00	\$ 1,600.00	\$ 16,000.00	7.50	0.00	7.50	\$ 12,000.00
E-4	LOC Restoration / Hydromulch Seeding	Square Yard	61,452.27	\$ 0.46	\$ 28,268.04	0.00	0.00	0.00	\$ -
E-5	Restoration of Irrigation System / Trees replacement complete in place, per Allowance	Allowance	1.00	\$ 92,000.00	\$ 92,000.00	0.00	0.00	0.00	\$ -
E-6	Soil Retention Blanket Installation and Maintenance	Square Yard	6,413.48	\$ 3.10	\$ 19,881.79	0.00	0.00	0.00	\$ -
E-7	Tree Protection Installation and Maintenance	Linear Foot	3,885.00	\$ 2.00	\$ 7,770.00	2,913.00	0.00	2,913.00	\$ 5,826.00
E-8	Rock Berm	Linear Foot	245.00	\$ 21.00	\$ 5,145.00	183.00	0.00	183.00	\$ 3,843.00
E-9	SWPPP Compliance	Lump Sum	1.00	\$ 8,400.00	\$ 8,400.00	0.75	0.00	0.75	\$ 6,300.00
W-1	12-Inch Ductile Iron Water Main	Linear Foot	60.00	\$ 126.15	\$ 7,569.00	0.00	0.00	0.00	\$ -
W-2	Connection Existing 12-inch Water Main	Each	1.00	\$ 11,050.00	\$ 11,050.00	0.00	0.00	0.00	\$ -
W-3	24-Inch Ductile Iron Water Main (Unrestrained)	Linear Foot	6,168.00	\$ 259.96	\$ 1,603,433.28	2,737.00	1836.00	4,573.00	\$ 1,188,797.08
W-4	24-Inch Ductile Iron Water Main (Restrained)	Linear Foot	2,237.00	\$ 366.76	\$ 820,442.12	958.00	642.00	1,600.00	\$ 586,816.00
W-5	24-Inch Ductile Iron Water Main (Bee Cave Parkway-Restrained)	Linear Foot	228.00	\$ 366.76	\$ 83,621.28	228.00	0.00	228.00	\$ 83,621.28
W-6	24-Inch Ductile Iron Water Main (Bee Cave Parkway-Unrestrained)	Linear Foot	190.00	\$ 259.96	\$ 49,392.40	190.00	0.00	190.00	\$ 49,392.40
W-7	36-Inch Encasement Pipe (Bore)	Linear Foot	404.00	\$ 670.00	\$ 270,680.00	404.00	0.00	404.00	\$ 270,680.00
W-8	36-Inch Encasement Pipe (open cut)	Linear Foot	32.00	\$ 328.00	\$ 10,496.00	0.00	0.00	0.00	\$ -
W-9	24-Inch Gate Valve and Box	Each	5.00	\$ 26,250.00	\$ 131,250.00	2.00	1.00	3.00	\$ 78,750.00
W-10	12-Inch Gate Valve and Box	Each	3.00	\$ 4,211.00	\$ 12,633.00	0.00	0.00	0.00	\$ -
W-11	Fire Hydrant Assembly	Each	4.00	\$ 11,095.00	\$ 44,380.00	0.00	1.00	1.00	\$ 11,095.00
W-12	2-Inch Air Release Valve and Vault	Each	3.00	\$ 8,650.00	\$ 25,950.00	1.00	2.00	3.00	\$ 25,950.00
W-13	3-Inch Air Release/Vacuum Valve and Vault	Each	3.00	\$ 9,351.00	\$ 28,053.00	1.00	1.00	2.00	\$ 18,702.00
W-14	Connection to Existing 24-inch DIP	Each	1.00	\$ 40,190.00	\$ 40,190.00	0.00	0.00	0.00	\$ -
W-15	Trench Safety	Linear Foot	8,479.00	\$ 0.01	\$ 84.79	4,113.00	2478.00	6,591.00	\$ 65.91
W-16	Pavement Repair Bee Cave Parkway	Lump Sum	1.00	\$ 62,720.00	\$ 62,720.00	1.00	0.00	1.00	\$ 62,720.00
W-17	Driveway Repair	Linear Foot	139.00	\$ 100.00	\$ 13,900.00	0.00	0.00	0.00	\$ -
W-18	Remove and Replace Concrete Sidewalk	Square Yard	20.00	\$ 100.00	\$ 2,000.00	0.00	0.00	0.00	\$ -
W-19	Restoration of Hike and Bike Trail (Crushed Granite)	Square Yard	311.00	\$ 20.00	\$ 6,220.00	0.00	311.00	311.00	\$ 6,220.00
W-20	8-Inch Water Stub	Each	1.00	\$ 5,000.00	\$ 5,000.00	1.00	0.00	1.00	\$ 5,000.00
M-1	Bonds and Insurance	Lump Sum	1.00	\$ 27,000.00	\$ 27,000.00	1.00	0.00	1.00	\$ 27,000.00
M-2	Orange Construction Fence	Linear Foot	1,642.00	\$ 2.50	\$ 4,105.00	0.00	1231.00	1,231.00	\$ 3,077.50
M-3	Tree Removal	Each	31.00	\$ 150.00	\$ 4,650.00	23.00	0.00	23.00	\$ 3,450.00
M-4	Traffic Control	Lump Sum	1.00	\$ 36,500.00	\$ 36,500.00	1.00	0.00	1.00	\$ 36,500.00

TOTAL BASE BID \$ 3,514,023.10

BASE BID SUBTOTAL \$ 2,512,234.97

CHANGE ORDERS

1	Additional Pipe and Fittings	Lump Sum	1	\$ 17,346.19	\$ 17,346.19	0.00	0.00	0.00	\$ -
1	Additional 24" Bore	Lump Sum	1	\$ 88,357.50	\$ 88,357.50	0.50	0.50	1.00	\$ 88,357.50

CHANGE ORDER SUBTOTAL \$ 88,357.50

ORIGINAL WATER CONTRACT AMOUNT	\$ 3,514,023.10	BASE BID SUBTOTAL	\$ 2,512,234.97
CHANGE ORDER(S) APPROVED AMOUNT	\$ 105,703.69	CHANGE ORDER SUBTOTAL	\$ 88,357.50
REVISED CONTRACT AMOUNT	\$ 3,619,726.79	TOTAL WORK COMPLETE	\$ 2,600,592.47
		(+) MATERIAL LUMP SUM STORED	\$ 565,770.79
		SUBTOTAL	\$ 3,166,363.26
		(-) 10% RETAINAGE	\$ 316,636.33
		SUBTOTAL LESS RETAINAGE	\$ 2,849,726.93
		(-) PREVIOUS PAYMENTS	\$ 2,433,125.56
		AMOUNT DUE THIS ESTIMATE	\$ 416,601.37



Murfee Engineering Company

February 8th, 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: 1080 24" Transmission Main – Segment A
Contractor's Application for Payment No. 7**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 7 from S.J. Louis Construction of Texas LTD. for the period ending January 31st, 2023. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of one hundred fifty-seven thousand, one hundred seventy-three and 02/100 dollars (\$157,173.02). This application for payment is broken down as follows:

Original Contract Price:	\$3,514,023.10
Net Change by Change Orders:	\$182,738.99
Current Contract Price:	\$3,696,762.09
Total Completed and Stored to Date:	\$3,340,999.95
Retainage (10%):	\$334,100.00
Amount Due this Application:	\$157,173.02
Balance to Finish, Plus Retainage:	\$612,826.83

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

Sincerely,

Jason Baze, P.E.

cc: Jennifer Riechers – WTCPUA
MEC File No. 11051.122

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
PROJECT CONSTRUCTION**

CONSTRUCTION ESTIMATE CERTIFICATION FORM

PAYMENT ESTIMATE No:

7

Project: 1080 24" TRANSMISSION MAIN - SEGMENT A
ENGINEER PROJECT
11051.122

Date: 4-Jan-23



For Period: 1/1/2023 to 1/31/2023

Contractor: S.J. LOUIS CONSTRUCTION OF TEXAS LTD.
520 S. 6TH AVE.
MANSFIELD, TX 76063

Design Engineer: *Murfee Engineering Company*

Original Water Contract Amount:	\$ 3,514,023.10
Change Order(s) Approved:	\$ 105,703.69
Revised Total Contract Amount:	\$ 3,619,726.79
Change Order Percentage	3.01%

Total Water Work Completed to Date on Original Bids:	\$ 2,943,513.91
Change Orders Completed:	\$ 121,110.75
Materials Stored on Site:	\$ 276,375.29
Total Value of Work To Date:	\$ 3,340,999.95
Less 10% Retained:	\$ 334,100.00
Less Previous Payment(s):	\$ 2,849,726.93
Amount Due This Period:	\$ 157,173.02

Certification is hereby made that this estimate is true and correct and eligible for payment			
	21/123		2-8-23
Contractor	Date	Consultant: Recommended for Payment	Date
Area Inspector	Date		
		Owner: WTCPUA	Date

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
SAN, ANTONIO, TX

1080 24" TRANSMISSION MAIN - SEGMENT A
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
ENGINEER PROJECT 11051.122

CONTRACTOR: S.J. LOUIS CONSTRUCTION OF TEXAS LTD.
ADDRESS: 520 S. 6TH AVE.
MANSFIELD, TX 76063

PAY ESTIMATE NO.

7

LINE NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	CONTRACT AMOUNT	PREV. QTY	CURRENT QTY	TOTAL QTY	TOTAL AMOUNT
BASE BID									
E-1	Silt Fence Including J-Hooks Installation and Maintenance	Linear Foot	14,016.00	\$ 2.40	\$ 33,638.40	10,512.00	0.00	10,512.00	\$ 25,228.80
E-2	Inlet Protection Installation and Maintenance	Each	2.00	\$ 800.00	\$ 1,600.00	1.50	0.00	1.50	\$ 1,200.00
E-3	Stabilized Construction Entrance Installation and Maintenance	Each	10.00	\$ 1,600.00	\$ 16,000.00	7.50	0.00	7.50	\$ 12,000.00
E-4	LOC Restoration / Hydromulch Seeding	Square Yard	61,452.27	\$ 0.46	\$ 28,268.04	0.00	0.00	0.00	\$ -
E-5	Restoration of Irrigation System / Trees replacement complete in place, per Allowance	Allowance	1.00	\$ 92,000.00	\$ 92,000.00	0.00	0.00	0.00	\$ -
E-6	Soil Retention Blanket Installation and Maintenance	Square Yard	6,413.48	\$ 3.10	\$ 19,881.79	0.00	0.00	0.00	\$ -
E-7	Tree Protection Installation and Maintenance	Linear Foot	3,885.00	\$ 2.00	\$ 7,770.00	2,913.00	0.00	2,913.00	\$ 5,826.00
E-8	Rock Berm	Linear Foot	245.00	\$ 21.00	\$ 5,145.00	183.00	0.00	183.00	\$ 3,843.00
E-9	SWPPP Compliance	Lump Sum	1.00	\$ 8,400.00	\$ 8,400.00	0.75	0.00	0.75	\$ 6,300.00
W-1	12-Inch Ductile Iron Water Main	Linear Foot	60.00	\$ 126.15	\$ 7,569.00	0.00	0.00	0.00	\$ -
W-2	Connection Existing 12-inch Water Main	Each	1.00	\$ 11,050.00	\$ 11,050.00	0.00	0.00	0.00	\$ -
W-3	24-Inch Ductile Iron Water Main (Unrestrained)	Linear Foot	6,168.00	\$ 259.96	\$ 1,603,433.28	4,573.00	869.00	5,442.00	\$ 1,414,702.32
W-4	24-Inch Ductile Iron Water Main (Restrained)	Linear Foot	2,237.00	\$ 366.76	\$ 820,442.12	1,600.00	404.00	2,004.00	\$ 734,987.04
W-5	24-Inch Ductile Iron Water Main (Bee Cave Parkway-Restrained)	Linear Foot	228.00	\$ 366.76	\$ 83,621.28	228.00	0.00	228.00	\$ 83,621.28
W-6	24-Inch Ductile Iron Water Main (Bee Cave Parkway-Unrestrained)	Linear Foot	190.00	\$ 259.96	\$ 49,392.40	190.00	0.00	190.00	\$ 49,392.40
W-7	36-Inch Encasement Pipe (Bore)	Linear Foot	404.00	\$ 670.00	\$ 270,680.00	404.00	0.00	404.00	\$ 270,680.00
W-8	36-Inch Encasement Pipe (open cut)	Linear Foot	32.00	\$ 328.00	\$ 10,496.00	0.00	32.00	32.00	\$ 10,496.00
W-9	24-Inch Gate Valve and Box	Each	5.00	\$ 26,250.00	\$ 131,250.00	3.00	1.00	4.00	\$ 105,000.00
W-10	12-Inch Gate Valve and Box	Each	3.00	\$ 4,211.00	\$ 12,633.00	0.00	0.00	0.00	\$ -
W-11	Fire Hydrant Assembly	Each	4.00	\$ 11,095.00	\$ 44,380.00	1.00	1.00	2.00	\$ 22,190.00
W-12	2-Inch Air Release Valve and Vault	Each	3.00	\$ 8,650.00	\$ 25,950.00	3.00	0.00	3.00	\$ 25,950.00
W-13	3-Inch Air Release/Vacuum Valve and Vault	Each	3.00	\$ 9,351.00	\$ 28,053.00	2.00	1.00	3.00	\$ 28,053.00
W-14	Connection to Existing 24-inch DIP	Each	1.00	\$ 40,190.00	\$ 40,190.00	0.00	0.00	0.00	\$ -
W-15	Trench Safety	Linear Foot	8,479.00	\$ 0.01	\$ 84.79	6,591.00	1066.00	7,657.00	\$ 76.57
W-16	Pavement Repair Bee Cave Parkway	Lump Sum	1.00	\$ 62,720.00	\$ 62,720.00	1.00	0.00	1.00	\$ 62,720.00
W-17	Driveway Repair	Linear Foot	139.00	\$ 100.00	\$ 13,900.00	0.00	0.00	0.00	\$ -
W-18	Remove and Replace Concrete Sidewalk	Square Yard	20.00	\$ 100.00	\$ 2,000.00	0.00	0.00	0.00	\$ -
W-19	Restoration of Hike and Bike Trail (Crushed Granite)	Square Yard	311.00	\$ 20.00	\$ 6,220.00	311.00	0.00	311.00	\$ 6,220.00
W-20	8-Inch Water Stub	Each	1.00	\$ 5,000.00	\$ 5,000.00	1.00	0.00	1.00	\$ 5,000.00
M-1	Bonds and Insurance	Lump Sum	1.00	\$ 27,000.00	\$ 27,000.00	1.00	0.00	1.00	\$ 27,000.00
M-2	Orange Construction Fence	Linear Foot	1,642.00	\$ 2.50	\$ 4,105.00	1,231.00	0.00	1,231.00	\$ 3,077.50
M-3	Tree Removal	Each	31.00	\$ 150.00	\$ 4,650.00	23.00	0.00	23.00	\$ 3,450.00
M-4	Traffic Control	Lump Sum	1.00	\$ 36,500.00	\$ 36,500.00	1.00	0.00	1.00	\$ 36,500.00

TOTAL BASE BID \$ 3,514,023.10

BASE BID SUBTOTAL \$ 2,943,513.91

CHANGE ORDERS

1	Additional Pipe and Fittings	Lump Sum	1	\$ 17,346.19	\$ 17,346.19	0.00	1.00	1.00	\$ 17,346.19
2	Additional 24" Bore	Lump Sum	1	\$ 88,357.50	\$ 88,357.50	1.00	0.00	1.00	\$ 88,357.50
3	Relocate 4" & 6" Foremain & Additional Paving @ Bee CaveRd	Lump Sum	1	\$ 77,035.30	\$ 77,035.30	0.00	0.20	0.20	\$ 15,407.06

CHANGE ORDER SUBTOTAL \$ 121,110.75

ORIGINAL WATER CONTRACT AMOUNT	\$ 3,514,023.10	BASE BID SUBTOTAL	\$ 2,943,513.91
CHANGE ORDER(S) APPROVED AMOUNT	\$ 182,738.99	CHANGE ORDER SUBTOTAL	\$ 121,110.75
REVISED CONTRACT AMOUNT	\$ 3,696,762.09	TOTAL WORK COMPLETE	\$ 3,064,624.66
		(+) MATERIAL LUMP SUM STORED	\$ 276,375.29
		SUBTOTAL	\$ 3,340,999.95
		(-) 10% RETAINAGE	\$ 334,100.00
		SUBTOTAL LESS RETAINAGE	\$ 3,006,899.96
		(-) PREVIOUS PAYMENTS	\$ 2,849,726.93
		AMOUNT DUE THIS ESTIMATE	\$ 157,173.02



Murfee Engineering Company

January 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: WTCPUA West Bee Cave Pump Station Upgrade
Contractor's Application for Payment FINAL**

Mr. Roberts and Board:

Enclosed is Application for Payment final from TTE, LLC. for the period ending October 31st, 2022. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of eight thousand ten dollars and zero cents (\$8,010.00). Also attached are all close-out documents required by the Contract. The Work is completed, and Application for Payment Final represents the release of the contractual retainage of 5% and all remaining WTCPUA obligations under the contract. We therefore recommend payment of Application for Payment Final in the amount of \$8,010.00 and final acceptance of the facilities for the purposes of the warranty period.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Evan Parker', is written over a light blue circular stamp.

Evan Parker, E.I.T.

cc: Jennifer Riechers – WTCPUA
Jason Baze, P.E. – MEC
MEC File No. 11051.148

ITEM E

Date of Issuance: **January 19, 2021**
 Owner: **West Travis County PUA.**
 Contractor: **PWTech**
 Engineer: **Murfee Engineering Company, Inc.**
 Project: **Water Treatment Solids Dewatering Equipment**

Effective Date: **January 19, 2023**
 Owner's Contract No.: **11051-145**
 Contractor's Project No.: **VDPTX19228**
 Engineer's Project No.: **11051-145**
 Contract Name: **Water Treatment Solids Dewatering Equipment**

The Contract is modified as follows upon execution of this Change Order:

Description: **Two primary pieces of equipment have been delayed in delivery to the contractor. These items are anticipated by the middle of January. An extension of the contract time will allow for the equipment to be delivered as single package.**

Attachments: **Process Wastewater Technologies letter requesting extension (1 page)**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$705,800.00</u>	Original Contract Times: Substantial Completion: <u>January 21st, 2023</u> Ready for Final Payment: <u>February 20th, 2023</u> days or dates
No previously approved Change Orders: <u>\$0.00</u>	No previously approved Change Orders: Substantial Completion: <u>0</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: <u>\$705,800.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>January 21st, 2023</u> Ready for Final Payment: <u>February 20th, 2023</u> days or dates
No contract price change in this Change Order: <u>\$0.00</u>	Increase of this Change Order: Substantial Completion: <u>March 31st, 2023</u> Ready for Final Payment: <u>April 30th, 2023</u> days or dates
Contract Price incorporating this Change Order: <u>\$705,800.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>March 31st, 2023</u> Ready for Final Payment: <u>April 30th, 2023</u> days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: 
 Engineer (Authorized Signature)

By: _____
 Owner (Authorized Signature)

By: _____
 Contractor (Authorized Signature)

Date: January 2nd, 2023

Date: _____

Date: _____



Date: December 12, 2022

To: Andrea Wyatt, P.E.
Mufree Engineering Company
1001 S. Capital of Texas Hwy, Bldg D
Austin, Texas 78746
512-327-9204

From: David Funes
Process Wastewater Technologies, LLC
9004 Yellow Brick Road, Suite D
Rosedale, MD 21237
410-238-7977

Andrea,

PWTech is experiencing delays on major component for the Uplands RWTP project, which will not be available prior to the Substantial Completion date of 1/20/2022:

1. Three (3) Constant Pitch Dewatering Drums for the Volute Dewatering, expected to arrive by 2/7/2022.
2. Steel grating for the platform, cut and fitted to the equipment, is expected to be ready by 1/26/2022.

In order to complete the press and ship the equipment such that everything arrives at once, ready for installation, may we request an extension on the Substantial Completion date?

Sincerely,

David Funes

Project Manager

Process Wastewater Technologies, LLC

Andrea Wyatt

From: David Funes <dfunes@pwtech.us>
Sent: Friday, January 6, 2023 11:53 AM
To: Andrea Wyatt
Cc: Christopher Cortez
Subject: RE: Schedule for Uplands, TX VDPTX20017

Follow Up Flag: Follow up
Due By: Monday, January 9, 2023 12:00 PM
Flag Status: Completed

Andrea,

Conveyors has just informed me that the conveyor will be ready to ship this month but that the electromechanical actuator for the gate will not be available until March.

Do you know when install would be planned? The actuator can be installed after the conveyor is mounted to the platform.

Regards,

David Funes

Project Manager

Process Wastewater Technologies, LLC

9004 Yellow Brick Road

Suite D

Rosedale, MD 21237

443-596-8381 Direct Number

410-238-7977 phone

410-238-7559 fax





Murfee Engineering Company

February 9, 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: WTCPUA 1340 Conversion Sawyer Ranch Road Waterline
Change Order #3**

Mr. Roberts and Board:

Attached please find Change Order #3 from Qro Mex Construction, for reimbursement of materials supplied by the WTCPUA maintenance crew. We recommend that Change Order #3 be approved accordingly for an amount of one thousand three hundred sixty-eight and 92/100 dollars. (\$1,368.92). The total Contract price, if this change order is approved, will be revised to \$1,289,297.49.

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

Sincerely,

A handwritten signature in blue ink that reads "Jason Baze". The signature is written in a cursive style.

Jason Baze, P.E.

File 11051-134

**Bidding Requirements, Contract Forms & Conditions of the Contract
Change Order - Section 00941**

CHANGE ORDER # 3

Date of Issuance: 2/9/2023 Effective Date: 2/18/2023

Project: 1340 Conversion Waterline	Owner: West Travis County Public Utility Agency	Owner's Contract No.:
Contract: 1340 Conversion Sawyer Ranch Road Waterline		Date of Contract: 9/16/2021
Contractor: Qro Mex Construction, Co. inc.		Engineer's Project No.: 11051.134

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Material Supplied by WTCPUA

Reimbursement Deduction

Attachments: (List documents supporting change): Material Cost Itemization

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>1,277,720.50</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>180</u> Ready for final payment (days or date): _____
Increase [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> \$ <u>12,945.91</u>	Increase [Decrease] from previously approved Change Orders No. <u>n/a</u> to No. <u>n/a</u> Substantial completion (days): <u>n/a</u> Ready for final payment (days): <u>n/a</u>
Contract Price prior to this Change Order: \$ <u>1,290,666.41</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>180</u> Ready for final payment (days or date): _____
Increase [Decrease] of this Change Order: (\$ <u>1,368.92</u>)	Increase [Decrease] of this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date): <u>0</u>
Contract Price incorporating this Change Order: \$ <u>1,289,297.49</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>180</u> Ready for final payment (days or date): _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:



By: _____
Engineer (Authorized Signature)

By: _____

By: _____
Contractor (Authorized Signature)

By: _____

2-9-2023

Date: _____

Date: _____

Date: 02/09/2023

Approved by Funding Agency (if applicable):

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

VI. NEW BUSINESS

ITEM A

**WHOLESALE WATER SERVICES AGREEMENT
BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
THE CITY OF DRIPPING SPRINGS FOR THE ANARENE/ DOUBLE L RANCH
SUBDIVISION**

This WHOLESALE WATER SERVICES AGREEMENT (this “**Agreement**”) is made and entered into by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency created pursuant to Chapter 572, Texas Local Government Code (“**WTCPUA**”) and THE CITY OF DRIPPING SPRINGS, a Texas municipality (the “**City**”).

RECITALS

1. WTCPUA owns and operates raw water intake and pumping system facilities, a water treatment plant, treated water storage facilities, and treated water transmission and distribution facilities which have been designed to serve the existing needs of customers in western Travis and northern Hays County, and which may be expanded and added to serve future needs of WTCPUA water customers (collectively, the “**WTCPUA Water System**”).
2. The City desires to obtain wholesale services for the treatment of raw water and delivery of potable water to City from the WTCPUA Water System for the Wholesale Service Area, as defined herein, and WTCPUA desires to provide such services to City.
3. City will be responsible for construction of all improvements necessary to deliver the potable water provided by WTCPUA under this Agreement from the Delivery Points, as defined herein, to the City’s utility system to allow the City to supply retail potable water service to the City’s customers within the Wholesale Service Area
4. Consistent with the WTCPUA Service Rules and Policies the WTCPUA issued a Service Availability Letter to the City for the Wholesale Service Area on April 13, 2022 in the amount of 3,393 water LUEs, as shown in **Exhibit A**.
5. Subject to the City’s compliance with the provisions of this Agreement, and to the extent indicated, WTCPUA agrees that the WTCPUA Water System will be capable of providing Wholesale Water Services, as defined in this Agreement.
6. The City represents that provision of Wholesale Water Services to the Wholesale Service Area pursuant to this Agreement is consistent with the terms and conditions of the March 11, 2003 Wholesale Water Services Agreement, as amended, between the City and the WTCPUA relating to the service areas and potential service area.
7. WTCPUA and City now desire to execute this Agreement to evidence the agreement of WTCPUA to provide Wholesale Water Services, as more fully defined herein, to City under the conditions described in this Agreement.

8. The City, for the Wholesale Service Area, acknowledges that certain water system improvements are needed, and that the City will perform, or cause to be performed, necessary improvements at no cost and expense to WTCPUA, and provide and convey, or cause to be provided and conveyed, easements, water lines, and storage and pump station sites to the WTCPUA, at no cost to WTCPUA.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WTCPUA and City agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions of Terms. In addition to the terms otherwise defined in the above recitals or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below.

“**Agreement**” means this agreement.

“**Annual Raw Water Supply**” means the quantity of raw water purchased by City pursuant to its Raw Water Contract and allocated to the Wholesale Service Area, to be diverted, treated and delivered by the WTCPUA to the City under this Agreement and for which the City is responsible for payment under this Agreement. The Annual Raw Water Supply shall be 1710 acre-feet per annum.

“**AWWA**” means the American Water Works Association.

“**City**” means the City of Dripping Springs.

“**City System**” means the City’s water transmission, distribution and delivery systems that provide service to the City’s retail customers through the Wholesale Water Services provided under this Agreement, including any facilities required to extend service to the Wholesale Service Area from City’s side of the Delivery Points. The City System shall be owned, operated and maintained by City and shall not include the Master Meter or any facilities on WTCPUA’s side of the Delivery Points.

“**Delivery Points**” means the point or points at which WTCPUA will deliver treated water to the City under this Agreement, as depicted in **Exhibit B**.

“**Delivery Point Improvements**” means the installation of the tap and Master Meters at the Delivery Points, and any valves and pressure reducing devices required by WTCPUA for City to connect to and receive service from the WTCPUA Water System but does not include any facilities on WTCPUA’s side of the Delivery Points and does not include any facilities comprising the City System.

“**Effective Date**” means the last date this Agreement has been executed by both City and WTCPUA.

“**Emergency**” means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of WTCPUA. The term includes Force Majeure and acts of third parties that cause the WTCPUA Water System to be unable to provide the Wholesale Water Services agreed to be provided herein.

“**Force Majeure**” means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than WTCPUA or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

“**LCRA**” means the Lower Colorado River Authority.

“**LUE**” or “**Living Unit Equivalent**” means an amount of Wholesale Water Services sufficient for one single family residential connection or its equivalent. The number of LUEs for each retail connection in the Wholesale Service Area shall be calculated based on the WTCPUA Service Rules and Policies governing the calculation of LUEs for service connections.

“**Master Meters**” means the master meters meter vault, and all metering and telemetering equipment required to measure Wholesale Water Services provided by WTCPUA pursuant to this Agreement that shall be installed by City at the Delivery Points as described in this Agreement.

“**Max Day Reservation**” means the maximum amount of water to be delivered to the City for the Wholesale Service Area on a daily basis based on the flow rates and capacity commitments established in this Agreement. The City’s Max Day Reservation for the Wholesale Service Area is 864 gallons per day per LUE.

“**Monthly Charge**” means the monthly charge by the WTCPUA to the City for the provision of Wholesale Water Services by the WTCPUA to the Wholesale Service Area as described in Section 4.04 below.

“**Parties**” means the City of Dripping Springs and the WTCPUA.

“**Raw Water Contract**” means the Water Sale Contract to be entered into between the City and the LCRA, as it may be amended, superseded or supplemented, executed on September 22, 2022.

“**Raw Water Supply**” means a minimum of 1710 acre-feet per annum of raw water that the City shall reserve from LCRA under the Raw Water Contract for the Wholesale Service Area for the provision of Wholesale Water Services.

“**TCEQ**” means the Texas Commission on Environmental Quality or its successor agency.

“**USFWS MOU**” means the “Memorandum of Understanding” between the LCRA and the United States Fish and Wildlife Service, dated May 24, 2000, 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).

“**Water Impact Fee**” means a charge imposed per water LUE in accordance with Chapter 395 of the Local Government Code for funding the costs of water capital improvements or facility expansions necessary to serve the Wholesale Service Area in the amount set forth in the WTCPUA Service Rules and Policies and as amended from time to time by the WTCPUA Board of Directors.

“**Wholesale Water Services**” means the diversion of the Raw Water Supply from the Colorado River, the transmission of the Raw Water Supply to a place or places of treatment, the treatment of the water into potable form, and the transmission of the potable water to the Delivery Points.

“**Wholesale Service Area**” means the territory more particularly described or depicted in **Exhibit B** attached hereto, shown as the property located within the Anarene (also known as Double L Ranch) Subdivision which the Parties contemplate to be a mixed use residential and commercial development.

“**WTCPUA**” means the West Travis County Public Utility Agency or its successor.

“**WTCPUA Capital Projects**” means WTCPUA capital projects that need to be completed to allow the WTCPUA to provide service to the ultimate number of LUEs identified in Section 2.01 for the Wholesale Service Area and which such projects include the Fitzhugh Road Water Line and the 1340 Elevated Storage Tank.

“**WTCPUA Service Rules and Policies**” means the WTCPUA’s Schedule for Rates, Fees, and Charges, the WTCPUA Service and Development Policies, and any other rules or policies applicable to the provision of wholesale treated water service, as amended by the WTCPUA Board of Directors from time to time.

“**WTCPUA Service Area**” means the service area for the WTCPUA Water System, as depicted in the WTCPUA Service Rules and Policies, together with such other service areas as may be added by WTCPUA in the future.

“**WTCPUA Water System**” means the facilities owned and operated by WTCPUA, as described in this Agreement, together with all extensions, expansions, improvements, enlargements, betterments and replacements to provide water or Wholesale Water Services to WTCPUA’s customers in the WTCPUA Service Area, including the 16-Inch Water Transmission Line, 1340 Elevated Storage Tank, Fitzhugh Road Water Line, and Delivery Point Improvements. The WTCPUA Water System does not include any improvements on City’s side of the Delivery Point for purposes of this Agreement, and does not include any facilities used by WTCPUA solely to provide retail potable water service, such as costs of retail distribution lines and related valves,

pressure reducing devices, pressure boosting facilities and improvements; retail meters and taps and individual retail customer service lines.

“**WTCPUA Water Conservation and Drought Contingency Plan**” means, collectively, the WTCPUA Water Conservation Plan and the WTCPUA Drought Contingency Plan, as may be amended by the WTCPUA Board of Directors from time to time. A copy of the WTCPUA Water Conservation and Drought Contingency Plan in effect as of the Effective Date is attached hereto as **Exhibit C**.

“**1340 EST Site**” means the site the City will cause to be conveyed to WTCPUA for the construction by WTCPUA of a future elevated storage tank and related facilities located at the 1340 pressure plane as generally shown on **Exhibit B** under the terms and conditions of this Agreement.

“**16-Inch Water Transmission Line**” means the future 16-inch waterline that the City will cause to be constructed from the WTCPUA 1240 pressure plane infrastructure at US Highway 290 to Ranch Road 12 as shown on **Exhibit B** and to be conveyed to WTCPUA as provided in this Agreement.

Section 1.02 Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II **PROVISION OF WHOLESALE WATER SERVICES**

Section 2.01 Wholesale Water Services. WTCPUA agrees to provide Wholesale Water Services to the City for the Annual Raw Water Supply to serve the Wholesale Service Area in accordance with the flow limitations and other provisions of this Agreement, including the provisions located in Article III, all as hereafter specified. The Parties agree that this Agreement contemplates total ultimate service to, but not in excess of, 3,393 LUEs of Wholesale Water Services in the Wholesale Service Area subject to phasing as discussed below.

- a. The Parties agree that the first phase of service to the Wholesale Service Area shall be no greater than 243 LUEs as described in **Exhibit A**.
- b. The Parties agree that service beyond 243 LUEs up to 1,000 LUEs shall be subject to WTCPUA review prior to completion of the WTCPUA Capital Projects by WTCPUA as described in **Exhibit A**.
- c. Upon completion of the WTCPUA Capital Projects by WTCPUA, WTCPUA will provide Wholesale Services up to 3,393 LUEs (inclusive of irrigation meters) to the Wholesale Service Area.

Section 2.02 City Responsible for Retail Connections. City will be solely responsible for providing retail water service within the Wholesale Service Area. City shall not provide or sell water received under this Agreement to any entity, private or public, other than the City’s retail

customers located within the Wholesale Service Area. City will be solely responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement, for the applicable provisions of the WTCPUA Service Rules and Policies, and for the proper and lawful application of City's policies and regulations governing connection to the City System.

Section 2.03 Diversion of Water; Primary Source.

- a. WTCPUA agrees to provide Wholesale Water Services to City for the Raw Water Supply purchased by the City from LCRA pursuant to the Raw Water Contract in accordance with the terms provided in this Agreement.
- b. It shall be the City's sole responsibility to secure and maintain the right for WTCPUA to divert and use water under the Raw Water Contract as may be necessary in order for WTCPUA to provide Wholesale Water Services to the City. Water made available under the Raw Water Contract and provided through the Wholesale Water Services furnished by WTCPUA pursuant to this Agreement will be used by City in order to provide potable water service within the Wholesale Service Area prior to the use of potable water obtained from any other source.
- c. WTCPUA, by entering into this Agreement with City, does not confer upon City, and City, as a result of this Agreement, shall never have or claim, any interest in raw water owned or controlled by WTCPUA.
- d. The Parties agree that the Master Meters shall be utilized for purposes of measuring the quantity of raw water purchased by the City under the Raw Water Supply Contract, and the WTCPUA agrees to fully cooperate with the City for purposes of furnishing all Master Meter readings to LCRA for City billing and payment purposes under the Raw Water Contract.

Section 2.04 Title to and Responsibility for Water; Delivery Points.

- a. Title to the water diverted, treated, and transported to City by WTCPUA under this Agreement shall remain with WTCPUA at all times until it reaches the Delivery Points. At the Delivery Points, title, control, and dominion of the water shall pass to the City.
- b. City shall be solely responsible for conveying water from the Delivery Points to the City's intended places of use. Upon request by the City and at the City's cost and expense, the Delivery Points may be changed by written amendment to this Agreement.

Section 2.05 Quantity and Pressure.

- a. Subject to the terms of this Agreement, including Section 2.01 above and Article III below, WTCPUA agrees to divert, transport and treat for City all water needed and requested by City for the Wholesale Service Area, up to, but not in excess of (i) the Raw Water Supply; (ii) a maximum daily flow rate of 2,931,552 gallons per day, (iii) a maximum hourly rate of 407,160 gallons per hour; and (iv) the minimum rates required for purchased water systems under TCEQ rules (30 TAC §290.45(f), as amended from time to time). WTCPUA

agrees that the Wholesale Water Services shall be delivered at a delivery pressure necessary to maintain a minimum pressure of 35 psi to the Delivery Points under normal operating conditions. WTCPUA reserves the right to require the City, at its expense, to install flow restriction devices at such locations as WTCPUA may reasonably specify if necessary in order to restrict the flow of water to City to the specified levels.

- b. If the demands of City for Wholesale Water Services ever exceed the amount specified in this Agreement, then City shall notify WTCPUA of the amount of additional potable water needed. If WTCPUA is unable to provide the additional water required by City, City, at its option, may acquire additional water from other sources so long as the addition of such other sources does not conflict with or impact the WTCPUA Water System or the collection of Water Impact Fees.
- c. The City, at any time and upon first giving WTCPUA sixty (60) days prior written notice, may reduce the Annual Raw Water Supply. The written notice furnished by City to WTCPUA shall specify the number of LUEs to be released. In the event of any such reduction, WTCPUA's obligation to provide Wholesale Water Services shall be reduced accordingly. Notwithstanding the foregoing, the City shall not reduce its Annual Raw Water Supply for the Wholesale Service Area to a quantity less than 1710 acre-feet per year without the written approval of the WTCPUA.

Section 2.06 Quality of Water Delivered to City. The water delivered by WTCPUA at the Delivery Point shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations, or orders, including requirements of the TCEQ applicable to water provided for human consumption and other domestic use. Each Party agrees to provide to the other Party, in a timely manner, any information or data regarding this Agreement or the quality of treated water provided through this Agreement as required for reporting to the TCEQ or other state and federal regulatory agencies.

Section 2.07 Maintenance and Operation; Future Construction. WTCPUA shall be responsible for operating, maintaining, repairing, replacing, extending, improving, and enlarging the WTCPUA Water System, including the Master Meters, in good working condition and shall promptly repair any leaks or breaks in the WTCPUA Water System. City shall be responsible for operating, maintaining, repairing, replacing, extending, improving, and enlarging the City System in good working condition and shall promptly repair any leaks or breaks in the City System.

Section 2.08 Rights and Responsibilities in Event of Leaks or Breaks. City shall be responsible for paying for all water delivered to it under this Agreement at the Delivery Points even if such water passed through the Delivery Points as a result of leaks or breaks in the City System. In the event a leak, break, rupture or other defect occurs within the City System that could either endanger or contaminate the WTCPUA Water System or prejudice WTCPUA's ability to provide water service to its other customers, WTCPUA, after providing reasonable notice to City and an opportunity for consultation, shall have the right to take reasonable, appropriate action to protect the public health or welfare of the WTCPUA Water System or the water systems of WTCPUA's customers including, without limitation, the right to restrict, valve off or discontinue service to City until such leak, break, rupture or other defect has been repaired.

Section 2.09 Wholesale Service Commitment Not Transferable. WTCPUA's commitment to provide Wholesale Water Services is solely to City and solely for the Wholesale Service Area. City may not assign or transfer in whole or in part its right to receive Wholesale Water Services without WTCPUA's prior written approval. Notwithstanding the foregoing, the WTCPUA reserves the right to provide water service to other properties located within the WTCPUA Service Area, as may be amended from time to time.

Section 2.10 Conservation and Drought Planning. City, by signing below, certifies that it has adopted a water conservation plan and a drought contingency plan in compliance with TCEQ rules, 30 Texas Administrative Code, Chapter 288, and that the provisions of such plans are at least as stringent as the provisions of the WTCPUA Water Conservation and Drought Contingency Plan. City agrees that it will enforce such water conservation plan and drought contingency plan in the Wholesale Service Area.

Section 2.11 Plumbing Regulations. To the extent WTCPUA and City have the authority, both covenant and agree to adopt and enforce adequate plumbing regulations with provisions for the proper enforcement thereof, to ensure that neither cross-connection nor other undesirable plumbing practices are permitted, including an agreement with each of their respective water customers that allows it to inspect individual water facilities prior to providing service to ensure that no substandard materials are used and to prevent cross-connection and other undesirable plumbing practices.

Section 2.12 Curtailment of Service. The Parties agree that, if water service is curtailed by WTCPUA to other similarly situated customers of the WTCPUA Water System, WTCPUA may impose a like curtailment, with notice to City, on Wholesale Water Services delivered to City under this Agreement. WTCPUA will impose such curtailments in a nondiscriminatory fashion. The Parties agree that they will not construe this Agreement to prohibit WTCPUA from curtailing service completely in the event of a maintenance operation or Emergency for a reasonable period necessary to complete such maintenance operations or repairs or respond to an Emergency circumstance. The City acknowledges and agrees that the WTCPUA's provision of Wholesale Water Services under this Agreement is subject to applicable provisions of the WTCPUA Water Conservation and Drought Contingency Plan.

Section 2.13 Fire Flows. The City understands and agrees the WTCPUA does not and is not required to provide fire flows to the Wholesale Service Area. As such, the City is solely responsible for the installation and maintenance of any water improvements necessary to provide fire flows to the Wholesale Service Area. Such improvements, if installed, shall be located on the City's side of the Delivery Points.

Section 2.14 Cooperation During Maintenance or Emergency. City will reasonably cooperate with WTCPUA during periods of Emergency or required maintenance.

Section 2.15 Right of Entry. City agrees to provide WTCPUA the right of entry and access to the City System at all reasonable times upon prior notice in order to inspect those facilities, to investigate the source of operational or maintenance problems or for preventive purposes intended

to detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonably related to the provision of Wholesale Water Services.

Section 2.16 Confirmation of Service Availability. When requested by City, the WTCPUA shall issue letters of service availability or other evidence of service commitment consistent with the City's obligations under this Agreement, to a developer in the City, such developer's lenders, prospective purchasers, the applicable governing municipal jurisdiction, or any other governmental entity having jurisdiction over development in the Wholesale Service Area.

Section 2.17 Maintenance of Raw Water Supply. City shall be responsible for maintaining compliance with its Raw Water Contract. In the event the LCRA terminates or suspends the Raw Water Supply to the City for any reason, WTCPUA may similarly terminate or suspend its provision of Water Services under this Agreement. The WTCPUA shall not commence Wholesale Water Services to the Wholesale Service Area until the Raw Water Contract is fully executed and effective or amended to include the Raw Water Supply.

ARTICLE III
CONSTRUCTION OF IMPROVEMENTS AND METERING PROVISIONS;
CONVEYANCE OF 1340 EST SITE

Section 3.01 City to Construct 16-Inch Water Transmission Line, Points of Delivery Improvements, Master Meter. As a condition precedent to the commencement of Wholesale Water Services by the WTCPUA, the City shall install, or cause the installation of, the 16-Inch Water Transmission Line and Points of Delivery Improvements, including the Master Meters, at or near each of the Delivery Points. The design, location, and installation of the 16-Inch Water Transmission Line and Points of Delivery Improvements are subject to prior review and written approval by WTCPUA, which approval shall not be unreasonably withheld, denied or delayed provided the facilities comply with applicable standards of the TCEQ and the WTCPUA. WTCPUA acknowledges that timely review and approval of the plans for the 16-Inch Water Transmission Line and Points of Delivery Improvements are necessary in order for City to begin providing service as contemplated by this Agreement. The WTCPUA agrees to review all plans and either approve the plans or provide written comments specifically identifying the required changes within a reasonable amount of time from the submittal, provided that all submittals are complete. After completion of installation of the 16-Inch Water Transmission Line and Points of Delivery Improvements and inspection and written acceptance by the WTCPUA, City shall, as a condition precedent to this Agreement, dedicate and convey the 16-Inch Water Transmission Line and Points of Delivery Improvements to WTCPUA free and clear of any liens, claims and encumbrances and execute an appropriate document in form and substance reasonably acceptable to WTCPUA evidencing the dedication and conveyance. The Points of Delivery Improvements shall be located in public rights of way, easements in final plats, or separate easements granted to the WTCPUA to facilitate maintenance, repair, and improvement of the facilities. The 16-Inch Water Transmission Line shall be located within right-of-way or in an exclusive easement dedicated to the WTCPUA in a form acceptable to the WTCPUA. Thereafter, the 16-Inch Water Transmission Line and Points of Delivery Improvements will be part of the WTCPUA Water System, and WTCPUA will repair, maintain, and replace the 16-Inch Water Transmission Line and Points of Delivery Improvements. The WTCPUA shall not commence Wholesale Water

Services to the Wholesale Service Area until the 16-Inch Water Transmission Line and Points of Delivery Improvements are accepted by and conveyed to the WTCPUA.

Section 3.02 Master Meter Accuracy; Calibration.

(a) The Master Meters shall be calibrated each calendar year by the WTCPUA, and the City shall reimburse the WTCPUA its reasonable costs associated with such calibration. The WTCPUA shall provide not less than 48 hours prior written notice of each such calibration, and a representative of the City may be present to observe each calibration.

(b) The Master Meters may be calibrated at any reasonable time by either party to this Agreement, provided that the party making the calibration notifies the other party in writing at least five days in advance and allows the other party to witness the calibration. In the event any question arises at any time as to the accuracy of the Master Meter, but not more than a frequency of once per consecutive 12-month period without mutual consent of both parties, then the Master Meter shall be tested by WTCPUA promptly upon request by the City. The expense of such test shall be borne by City if the Master Meter is found to be within AWWA and manufacturer's standards of accuracy for the type and size of meter, and by WTCPUA if the Master Meter is found to not be within AWWA and manufacturer's standards for the type and size of meter.

(c) If, as a result of any test, the Master Meter is found to be registering inaccurately (in excess of AWWA and manufacturer's standards for the type and size of meter), the readings of the Master Meter shall be corrected at the rate of their inaccuracy for any period which is definitely known or agreed upon and WTCPUA shall pay for the testing or, if no such period is known or agreed upon, the shorter of:

- (1) a period extending back either 60 days from the date of demand for the test or, if no demand for the test was made, 60 days from the date of the test; or
- (2) a period extending back one-half of the time elapsed since the last previous test;

The records of the readings, and all payments which have been made on the basis of such readings, shall be adjusted accordingly.

Section 3.03 Conveyance of 1340 EST Site. Also, as a condition of Wholesale Water Services to the City pursuant to this Agreement in an amount greater than 243 LUEs, the City shall convey or cause to be conveyed the 1340 EST Site at a size, location, layout, and form and manner acceptable to WTCPUA, at the location generally shown on **Exhibit B**. The conveyance shall be in the form of an exclusive easement for the benefit of the WTCPUA or fee simple title with adequate access from a public right of way. Notwithstanding anything stated in the Service Availability Letter, the 1340 EST Site will be conveyed to WTCPUA at the location shown generally on **Exhibit B**.

ARTICLE IV
RATES AND CHARGES

Section 4.01 Wholesale Water Rates, Fees, and Charges

(a) City will pay WTCPUA for the Wholesale Water Services provided under this Agreement based on rates, charges and fees for the Wholesale Water Services set by the WTCPUA Board of Directors and amended from time to time. The WTCPUA shall provide Wholesale Water Supply to the City for the Wholesale Service Area in an amount not to exceed 3,393 LUEs as measured at the Delivery Points. The Parties agree that pursuant to the Agreement, the City shall provide retail potable water utility service for the Wholesale Service Area in the amount of 3,393 LUEs.

For purposes of this Agreement, the average daily water use within the Wholesale Service Area, as measured at the Delivery Points, shall not exceed 450 gallons per day per LUE or a total of 1,526,800 gallons per day (i.e., 557 million gallons per year) for 3,393 LUEs, computed as a daily average over a calendar year. In the event the total annual quantity of water as measured at the Delivery Points exceed 557 million gallons per year, the WTCPUA may assess, and the City agrees to pay a water surcharge for water used that is in excess of 557 million gallons.

In addition, the maximum or peak day water use for the Wholesale Service Area, as measured at the Delivery Points, shall not exceed 864 gallons per day per LUE, or 2,931,552 gallons per day. In the event the City's maximum or peak day water use on any given day exceeds 2,931,552 gallons over any 24-hour day, the WTCPUA may:

1. Install, at the City's sole cost, a water rate flow of controller to restrict or limit the maximum flow to the Property to a maximum of 2036 gpm on an instantaneous basis; and/or
2. Assess a surcharge for any quantity used in excess for 2,931,552 gallons per day.

(b) The City shall be solely responsible for establishing, billing, and collecting water or other rates, charges, and fees from customers within the Wholesale Service Area in accordance with applicable law. Failure to collect from its customers will not affect the City's obligation to make all payments due to the WTCPUA.

Section 4.02 Rates and Charges.

(a) The WTCPUA shall utilize the base-extra capacity methodology performed by a qualified professional to determine the appropriate Monthly Charge and Volume Charge for each wholesale customer, including the City for the Wholesale Service Area, and may be adjusted from time to time by the WTCPUA's Board of Directors.

(b) The City shall pay to the WTCPUA a Monthly Charge for each full calendar month in accordance with Section 4.04(b). The Monthly Charge has been designed primarily to recover allocated pro-rata debt service for installment payments to the LCRA, including interest, and for the City's pro-rata share of debt related to capital costs, including interest, for facilities necessary

to maintain and expand WTCPUA System capacity to serve the Wholesale Service Area, including costs for rehabilitation and regulatory improvements which may be necessary to provide continuous and adequate service. Upon the effective date of this Agreement, the initial Monthly Charge for the City for the Wholesale Service Area will be \$308,894.06 per year, or \$25,741.17 per month. The Monthly Charge shall be assessed by the WTCPUA on a monthly basis. The absorption (i.e., build-out) schedule used as part of the Monthly Charge calculation for the Wholesale Service Area is thirty (30) years, and based on the schedule incorporated as **Exhibit D**. The City shall pay the Monthly Charge regardless of whether build-out within the Wholesale Service Area meets the absorption schedule used to develop the Monthly Charge.

(c) The City shall pay to the WTCPUA a monthly Volume Charge for the diversion, transportation, treatment, and delivery of the actual amount of water delivered to the City for the Wholesale Service Area, as measured by the Master Meter at each Delivery Point. The Volume Charge shall recover the City's pro-rata portion of the WTCPUA's expenses associated with operating and maintaining the WTCPUA System, including system raw water loss. The Effective Date of this Agreement, the initial monthly Volume Charge will be \$1.57 per thousand gallons used. The Volume Charge does not include any charges for raw water, and the City shall remain liable for such costs under the Raw Water Contract with LCRA.

(d) Within ten business days of a written request from the WTCPUA, the City shall provide the WTCPUA with copies of the City's monthly operating reports indicating the City's peak day consumption for the Wholesale Service Area. At any time, the WTCPUA may also install, at its sole discretion, a max-day meter and/or a flow regulator on the City System, including for the Wholesale Service Area, to assess or control actual maximum daily demands by the City.

(e) If the WTCPUA determines that the City is exceeding the Max Day Reservation for the City for the Wholesale Service Area, the City will be subject to a surcharge as determined by the WTCPUA Service Rules and Policies.

Section 4.03 Amendment of Wholesale Rates, Fees and Charges, Notice to and Review by City.

(a) WTCPUA may amend the Monthly Charge, the Volume Charge, and Water Impact Fees from time to time as approved by the WTCPUA Board of Directors.

(b) City will have the right to inspect and copy, at its expense, WTCPUA's books and records to verify any statement, billing, charge, computation, or demand made to City by WTCPUA. WTCPUA agrees to make all such information available to City for inspection and copying with reasonable promptness during normal business hours.

Section 4.04 Volume and Minimum Monthly Charges.

(a) WTCPUA will measure water flows monthly based on monthly readings of the Master Meters. The total of these amounts multiplied by the Volume Charges will be used by WTCPUA to compute the monthly bill for the Volume Charges.

(b) Upon the commencement of delivery of wholesale treated water to the City for the Wholesale Service Area, the City will commence payment to the WTCPUA of the Minimum Monthly Charge based on the absorption schedule provided as **Exhibit D**.

(c) For each monthly billing period, WTCPUA will forward to City a bill providing a statement of the total Minimum Monthly Charge and Volume Charges owed by City for Wholesale Water Services provided to City during the previous monthly billing period. City will pay WTCPUA for each bill submitted by WTCPUA to City by check or bank-wire on or before thirty (30) days from the date of the invoice. Payments shall be mailed to the address indicated on the invoice or can be hand-delivered to WTCPUA's administrative office in Travis County, Texas, upon prior arrangement. If payments will be made by bank-wire, City shall verify wiring instructions. Payment must be received at WTCPUA's administrative office or bank by the due date in order not to be considered past due or late. In the event City or an assignee responsible for payment in accordance with this Agreement fails to make payment of a bill within said thirty (30) day period, City shall pay late payment charges in accordance with WTCPUA Rules and Policies on the unpaid balance of the invoice.

(d) With respect to the Volume Charge and Minimum Monthly Charge, if WTCPUA has not received payment from City by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, WTCPUA will notify City, or its assignee responsible for payment in accordance with this Agreement, of such delinquency in writing, if City or its assignee fails to make payment of the delinquent billing within 30 calendar days from the date of transmittal of such written notice of delinquency from WTCPUA, then WTCPUA may, at its discretion, terminate or reduce the level of Wholesale Water Services to City until payment is made.

Section 4.05 Water Impact Fees.

(a) City shall be obligated to pay WTCPUA, or cause to be paid, a Water Impact Fee for each new retail water customer that connects to the City System within the Wholesale Service Area and receives water provided under this Agreement. For the term of this Agreement, the Water Impact Fee will be the amount established from time to time in the WTCPUA Service Rules and Policies and as authorized by Chapter 395 of the Local Government Code. The Water Impact Fee paid for each new retail water connection to the City System within the Wholesale Service Area shall be due and payable to WTCPUA within 45 days after the end of the calendar month in which the new retail water connection is made.

(b) Within 45 days after the end of each calendar month, City shall submit a monthly report to WTCPUA, reflecting the new customer(s), service address(es), meter size(s) and number of LUE(s) for which payment of a Water Impact Fee is being made. The WTCPUA reserves the right to audit all City's submitted data and modify the City's claimed LUE calculations in accordance with the WTCPUA Services Rules and Policies. If no new connections have been made, the monthly report will still be required, but will reflect that there have been no changes from the prior reporting period. If City fails to submit any report within the time period required by this Agreement, WTCPUA may assess City a \$50 late charge per customer account not reported. Unless changed by written notice in accordance with Section 9.09, the Water Impact

Fees and monthly reports required by subsection 5.05 and this subsection will be submitted to the following address:

Jennifer Riechers, General Manager
West Travis County Public Utility Agency
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
jriechers@wtcpua.org

(c) The Water Impact Fee has been designed to fund or recover all or a part of the costs of the WTCPUA Water System for capital improvements or facility expansions intended to serve “new development” (as that term is defined in the Texas Impact Fee Law, Chapter 395 of the Texas Local Government Code) in the WTCPUA Service Area and, upon payment, City will have a guaranteed reservation of capacity in the WTCPUA Water System, to serve the Wholesale Service Area, for the number of LUEs for which a Water Impact Fee has been paid. The Water Impact Fee will be reasonable and just and established as required by law and in accordance with the provisions of this Agreement.

(d) City shall be responsible for payment to LCRA for the availability and supply of raw water under the Raw Water Contract.

Section 4.06 Protests, Disputes or Appeals. Nothing in this Agreement is intended to limit, impair or prevent any right of City to protest, dispute or appeal with respect to rate making, the establishment of fees and charges or any other related legal or administrative proceedings affecting services or charges to the City under this Agreement.

Section 4.07 City Water Rates and Charges. City will determine and charge its retail water customers such rates as are determined by its governing body. During the term of this Agreement, City will fix and collect rates and charges for retail water service that are, in the opinion of its governing body, sufficient, together with any other revenues available to City, to produce the amount necessary to operate, repair, and maintain the City System, and to pay the cost of Wholesale Water Services from WTCPUA. City will establish retail rates consistent with AWWA ratemaking principles. City will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 4.08 City Water Impact Fees. The Parties acknowledge that City has the right to the extent allowed under applicable law to assess, charge, and collect such impact fees, capital recovery fees, connection fees, meter fees, or other service fees, rates, taxes, or other charges as its governing body will deem appropriate in addition to the Water Impact Fee. This Agreement will not be construed to require, limit, or restrict the governmental power of City to implement the same. City will be solely responsible for the proper exercise of its governmental power to assess and collect such fees and charges and for ensuring that all fees, taxes, rates, and charges City elects to charge are in compliance with applicable law.

Section 4.09 Verification of City Connections. For verification of the Water Impact Fees paid to WTCPUA and for any other purpose, City will make available for inspection and copying during regular business hours, at WTCPUA's expense, all records for retail connections to the City System. In addition, WTCPUA will have the right to inspect the City System at any time, at WTCPUA's sole expense, after giving City written notice of its intention to inspect and allowing the opportunity for City to be present, to verify the type and amount of retail connections made or the condition of the City System and City will provide lawful access to WTCPUA for this purpose.

Section 4.10 Additional Required Notices. In addition to the monthly reports required by Section 4.05(b) above, City shall:

(a) Provide to WTCPUA a copy of each final subdivision plat of property within the Wholesale Service Area.

(b) Provide to WTCPUA by June 1 of every year during the term of this Agreement a report setting forth: (i) the total number of retail water service connections within the Wholesale Service Area as of April 1 of the same year; and, (ii) the total number of new retail water service connections to the City System during the prior annual period ending April 1 of the same year, which connections shall be set forth in LUEs as determined by WTCPUA Service Rules and Policies.

(c) Reports provided pursuant to this Section shall be provided substantially in the form attached as **Exhibit E**.

ARTICLE V **REGULATORY COMPLIANCE**

Section 5.01 Agreement Subject to Applicable Law. The Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 5.02 Cooperation to Assure Regulatory Compliance. Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each party will cooperate in good faith with the other Party at all times to assure compliance with any such governmental requirements where noncompliance or non-cooperation may subject the parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

ARTICLE VI **TERM, TERMINATION, DEFAULT, REMEDIES**

Section 6.01 Term and Termination. This Agreement shall become effective upon the Effective Date and shall extend for a term of forty (40) years unless terminated earlier as provided herein. Provided the City provides at least twelve (12) months written notice to the WTCPUA, it may renew this Agreement for one additional term of forty (40) years. WTCPUA may terminate this

Agreement upon written notice to City for any of the 3,393 LUEs for which a Water Impact Fee has not been paid in accordance with this Agreement by the fifteenth anniversary of the Effective Date. WTCPUA agrees that the City may prepay or cause to be prepaid Water Impact Fees no earlier than ten (10) years from the Effective Date but prior to such expiration in order to preserve the WTCPUA's service obligation with respect to such prepaid LUEs. To the extent any prepaid Water Impact Fees relate to real property that has not received final subdivision plat approval as of the date of payment, and the WTCPUA subsequently increases the amount of the Water Impact Fee between the date of prepayment and the date of final subdivision plat approval, then the incremental amount of the Water Impact Fee not prepaid shall be paid to WTCPUA within 45 days after the end of the calendar month in which the new retail water connection is made for the connection in accordance with the terms of Section 4.05 of this Agreement. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement.

Section 6.02 Default.

(a) In the event City shall default in the payment of any amounts due to WTCPUA under this Agreement, or in the performance of any material obligation to be performed by City under this Agreement, then WTCPUA shall give City at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, WTCPUA shall have the right to temporarily limit Wholesale Water Services to City under this Agreement pending cure of such default by City and also to pursue any remedy available at law or in equity, pending cure of such default by City. Anything herein to the contrary notwithstanding, any Water Impact Fees paid to WTCPUA under this Agreement after the effective date of WTCPUA's written notice which are accepted by WTCPUA, or which are awarded as a remedy to WTCPUA shall increase the number of LUEs for which WTCPUA will provide Wholesale Water Services in accordance with this Agreement.

(b) In the event WTCPUA shall default in the performance of any material obligation to be performed by WTCPUA under this Agreement, then City shall give WTCPUA at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, the City shall have the right to pursue any remedy available at law or in equity, pending cure of such default by WTCPUA. In the event such default remains uncured for an additional 180 days, then City shall, in addition to and not in lieu of any other remedies available to City, have the right to notify WTCPUA that City intends to take a more limited amount of Wholesale Water Services from WTCPUA (which shall be at least the amount WTCPUA is then able to provide to City) and City may then obtain other water or Wholesale Water Services from another provider or may take appropriate action to supply itself with additional water or Wholesale Water Services upon giving WTCPUA written notice of its intent to do so.

ARTICLE VII
GENERAL PROVISIONS

Section 7.01 Assignability. Assignment of this Agreement by either party is prohibited without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 7.02 Amendment. This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of City and WTCPUA and executed by duly authorized representatives of each.

Section 7.03 Necessary Documents and Actions. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 7.04 Entire Agreement. This Agreement constitutes the entire agreement of the Parties, and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Water Services by WTCPUA to City for the Wholesale Service Area. In the event of a conflict between this Agreement and the Service Availability Letter, attached as **Exhibit A**, this Agreement controls. The City has the right to provide water service to the Wholesale Service Area and, accordingly, the Wholesale Service Area is not required to be added to the City's Certificate of Convenience and Necessity as a condition of service.

Section 7.05 Applicable Law. This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 7.06 Venue. All obligations of the Parties created in this Agreement are performable in Travis County, Texas, and venue for any action arising under this Agreement will be in Travis County, Texas.

Section 7.07 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 7.08 Duplicate Originals. This Agreement may be executed in duplicate originals each of equal dignity.

Section 7.09 Notices. Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery and by email to the address of the other party shown below:

City: Deputy City Administrator
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

WTCPUA: Jennifer Riechers, General Manager
West Travis County Public Utility Agency
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
jriechers@wtcpua.org

With copy to: Lauren Kalisek
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue, Suite 1900
Austin, Texas 78701
Email: lkalisek@lglawfirm.com

Notices shall be deemed received on the date of hand delivery or within three days of deposit in first-class mail.

Section 7.10 Consents and Approvals. Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval, or similar action will not be unreasonably withheld or delayed.

Section 7.11 Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 7.12 Records. WTCPUA and City each agree to preserve, for a period of at least two years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. WTCPUA and City shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 7.13 State Approval; Compliance with TCEQ Rules; MOU Compliance.

(a) Each party represents and warrants that the plans and specifications for its respective system have been or will be approved by the TCEQ or its successors. Anything herein to the contrary notwithstanding, it is the intention of the parties that this Agreement fully comply with the requirements of the TCEQ applicable to public drinking water systems which receive water through a sole-source water supply contract, including the requirements of 30 Texas Administrative Code, Section 290.45(f). The parties each agree to provide any information which may be requested by the other in order to respond to any inquiries or reports required by the TCEQ. If, at any time, it is determined that this Agreement does not comply with all applicable TCEQ requirements, the parties agree to cooperate to modify this Agreement in order to effect such compliance.

(b) City agrees that it will provide retail water service to the Wholesale Service Area in a manner that complies with the USFWS MOU. The City agrees to provide written documentation to WTCPUA detailing the manner and method in which it will comply with the USFWS MOU.

Section 7.14 Force Majeure. If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 7.15 Good Faith. Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination, or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 7.16 Authority of Parties Executing Agreement, Validity. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document. Each of the parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 7.17 Other Agreements. Nothing in this Agreement shall be construed as amending, modifying, or limiting the rights and obligations of the Parties under any other agreements between the Parties.

Section 7.18 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A Service Availability Letter
- Exhibit B City of Dripping Springs Northeast Quadrant Master Water Plan Exhibit
- Exhibit C WTCPUA Water Conservation and Drought Contingency Plan
- Exhibit D Wholesale Service Area Absorption Schedule
- Exhibit E Annual Reporting Form on Service Connections

Section 7.19 Effective Date. This Agreement will be effective from and after the last date of due execution by all Parties.

[Remainder of page left intentionally blank – signature pages to follow]

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST: _____
Walt Smith, Secretary

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Jr., Mayor

Date: _____

ATTEST: _____
Andrea Cunningham, City Secretary

**WHOLESALE WATER SERVICES AGREEMENT
BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
THE CITY OF DRIPPING SPRINGS FOR THE CANNON RANCH SUBDIVISION**

This WHOLESALE WATER SERVICES AGREEMENT (this “**Agreement**”) is made and entered into by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency created pursuant to Chapter 572, Texas Local Government Code (“**WTCPUA**”) and THE CITY OF DRIPPING SPRINGS, a Texas municipality (the “**City**”).

RECITALS

1. WTCPUA owns and operates raw water intake and pumping system facilities, a water treatment plant, treated water storage facilities, and treated water transmission and distribution facilities which have been designed to serve the existing needs of customers in western Travis and northern Hays County, and which may be expanded and added to serve future needs of WTCPUA water customers (collectively, the “**WTCPUA Water System**”).
2. The City desires to obtain wholesale services for the treatment of raw water and delivery of potable water to City from the WTCPUA Water System for the Wholesale Service Area, as defined herein, and WTCPUA desires to provide such services to City.
3. City will be responsible for construction of all improvements necessary to deliver the potable water provided by WTCPUA under this Agreement from the Delivery Points, as defined herein, to the City’s utility system to allow the City to supply retail potable water service to the City’s customers within the Wholesale Service Area
4. Consistent with the WTCPUA Service Rules and Policies the WTCPUA issued a Service Availability Letter to the City for the Wholesale Service Area on January 21, 2021 in the amount of 396 water LUEs, as shown in **Exhibit A**.
5. Subject to the City’s compliance with the provisions of this Agreement, and to the extent indicated, WTCPUA agrees that the WTCPUA Water System will be capable of providing Wholesale Water Services, as defined in this Agreement.
6. The City represents that provision of Wholesale Water Services to the Wholesale Service Area pursuant to this Agreement is consistent with the terms and conditions of the March 11, 2003 Wholesale Water Services Agreement, as amended, between the City and the WTCPUA relating to the service areas and potential service area.
7. WTCPUA and City now desire to execute this Agreement to evidence the agreement of WTCPUA to provide Wholesale Water Services, as more fully defined herein, to City under the conditions described in this Agreement.

8. The City, for the Wholesale Service Area, acknowledges that certain water system improvements are needed, and that the City will perform, or cause to be performed, necessary improvements at no cost and expense to WTCPUA, and provide and convey, or cause to be provided and conveyed, easements, water lines, and storage and pump station sites to the WTCPUA, at no cost to WTCPUA.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WTCPUA and City agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions of Terms. In addition to the terms otherwise defined in the above recitals or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below.

“**Agreement**” means this agreement.

“**Annual Raw Water Supply**” means the quantity of raw water purchased by City pursuant to its Raw Water Contract and allocated to the Wholesale Service Area, to be diverted, treated and delivered by the WTCPUA to the City under this Agreement and for which the City is responsible for payment under this Agreement. The Annual Raw Water Supply shall be 1710 acre-feet per annum.

“**AWWA**” means the American Water Works Association.

“**City**” means the City of Dripping Springs.

“**City System**” means the City’s water transmission, distribution and delivery systems that provide service to the City’s retail customers through the Wholesale Water Services provided under this Agreement, including any facilities required to extend service to the Wholesale Service Area from City’s side of the Delivery Points. The City System shall be owned, operated and maintained by City and shall not include the Master Meter or any facilities on WTCPUA’s side of the Delivery Points.

“**Delivery Points**” means the point or points at which WTCPUA will deliver treated water to the City under this Agreement, as depicted in **Exhibit B**.

“**Delivery Point Improvements**” means the installation of the tap and Master Meters at the Delivery Points, and any valves and pressure reducing devices required by WTCPUA for City to connect to and receive service from the WTCPUA Water System but does not include any facilities on WTCPUA’s side of the Delivery Points and does not include any facilities comprising the City System.

“**Effective Date**” means the last date this Agreement has been executed by both City and WTCPUA.

“**Emergency**” means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of WTCPUA. The term includes Force Majeure and acts of third parties that cause the WTCPUA Water System to be unable to provide the Wholesale Water Services agreed to be provided herein.

“**Force Majeure**” means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than WTCPUA or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

“**LCRA**” means the Lower Colorado River Authority.

“**LUE**” or “**Living Unit Equivalent**” means an amount of Wholesale Water Services sufficient for one single family residential connection or its equivalent. The number of LUEs for each retail connection in the Wholesale Service Area shall be calculated based on the WTCPUA Service Rules and Policies governing the calculation of LUEs for service connections.

“**Master Meters**” means the master meters meter vault, and all metering and telemetering equipment required to measure Wholesale Water Services provided by WTCPUA pursuant to this Agreement that shall be installed by City at the Delivery Points as described in this Agreement.

“**Max Day Reservation**” means the maximum amount of water to be delivered to the City for the Wholesale Service Area on a daily basis based on the flow rates and capacity commitments established in this Agreement. The City’s Max Day Reservation for the Wholesale Service Area is 864 gallons per day per LUE.

“**Monthly Charge**” means the monthly charge by the WTCPUA to the City for the provision of Wholesale Water Services by the WTCPUA to the Wholesale Service Area as described in Section 4.04 below.

“**Parties**” means the City of Dripping Springs and the WTCPUA.

“**Raw Water Contract**” means the Water Sale Contract to be entered into between the City and the LCRA, as it may be amended, superseded or supplemented, executed on September 22, 2022.

“**Raw Water Supply**” means a minimum of 1710 acre-feet per annum of raw water that the City shall reserve from LCRA under the Raw Water Contract for the Wholesale Service Area for the provision of Wholesale Water Services.

“**TCEQ**” means the Texas Commission on Environmental Quality or its successor agency.

“**USFWS MOU**” means the “Memorandum of Understanding” between the LCRA and the United States Fish and Wildlife Service, dated May 24, 2000, 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).

“**Water Impact Fee**” means a charge imposed per water LUE in accordance with Chapter 395 of the Local Government Code for funding the costs of water capital improvements or facility expansions necessary to serve the Wholesale Service Area in the amount set forth in the WTCPUA Service Rules and Policies and as amended from time to time by the WTCPUA Board of Directors.

“**Wholesale Water Services**” means the diversion of the Raw Water Supply from the Colorado River, the transmission of the Raw Water Supply to a place or places of treatment, the treatment of the water into potable form, and the transmission of the potable water to the Delivery Points.

“**Wholesale Service Area**” means the territory more particularly described or depicted in **Exhibit B** attached hereto, shown as the property located within the Cannon Ranch Subdivision which the Parties contemplate to be a mixed use residential and commercial development.

“**WTCPUA**” means the West Travis County Public Utility Agency or its successor.

“**WTCPUA Service Rules and Policies**” means the WTCPUA’s Schedule for Rates, Fees, and Charges, the WTCPUA Service and Development Policies, and any other rules or policies applicable to the provision of wholesale treated water service, as amended by the WTCPUA Board of Directors from time to time.

“**WTCPUA Service Area**” means the service area for the WTCPUA Water System, as depicted in the WTCPUA Service Rules and Policies, together with such other service areas as may be added by WTCPUA in the future.

“**WTCPUA Water System**” means the facilities owned and operated by WTCPUA, as described in this Agreement, together with all extensions, expansions, improvements, enlargements, betterments and replacements to provide water or Wholesale Water Services to WTCPUA’s customers in the WTCPUA Service Area, including the Delivery Point Improvements. The WTCPUA Water System does not include any improvements on City’s side of the Delivery Point for purposes of this Agreement, and does not include any facilities used by WTCPUA solely to provide retail potable water service, such as costs of retail distribution lines and related valves, pressure reducing devices, pressure boosting facilities and improvements; retail meters and taps and individual retail customer service lines.

“**WTCPUA Water Conservation and Drought Contingency Plan**” means, collectively, the WTCPUA Water Conservation Plan and the WTCPUA Drought Contingency Plan, as may be amended by the WTCPUA Board of Directors from time to time. A copy of the WTCPUA Water

Conservation and Drought Contingency Plan in effect as of the Effective Date is attached hereto as **Exhibit C**.

Section 1.02 Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II **PROVISION OF WHOLESALE WATER SERVICES**

Section 2.01 Wholesale Water Services. WTCPUA agrees to provide Wholesale Water Services to the City for the Annual Raw Water Supply to serve the Wholesale Service Area in accordance with the flow limitations and other provisions of this Agreement, including the provisions located in Article III, all as hereafter specified. The Parties agree that this Agreement contemplates total ultimate service to, but not in excess of, 396 LUEs of Wholesale Water Services in the Wholesale Service Area.

Section 2.02 City Responsible for Retail Connections. City will be solely responsible for providing retail water service within the Wholesale Service Area. City shall not provide or sell water received under this Agreement to any entity, private or public, other than the City's retail customers located within the Wholesale Service Area. City will be solely responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement, for the applicable provisions of the WTCPUA Service Rules and Policies, and for the proper and lawful application of City's policies and regulations governing connection to the City System.

Section 2.03 Diversion of Water; Primary Source.

- a. WTCPUA agrees to provide Wholesale Water Services to City for the Raw Water Supply purchased by the City from LCRA pursuant to the Raw Water Contract in accordance with the terms provided in this Agreement.
- b. It shall be the City's sole responsibility to secure and maintain the right for WTCPUA to divert and use water under the Raw Water Contract as may be necessary in order for WTCPUA to provide Wholesale Water Services to the City. Water made available under the Raw Water Contract and provided through the Wholesale Water Services furnished by WTCPUA pursuant to this Agreement will be used by City in order to provide potable water service within the Wholesale Service Area prior to the use of potable water obtained from any other source.
- c. WTCPUA, by entering into this Agreement with City, does not confer upon City, and City, as a result of this Agreement, shall never have or claim, any interest in raw water owned or controlled by WTCPUA.
- d. The Parties agree that the Master Meters shall be utilized for purposes of measuring the quantity of raw water purchased by the City under the Raw Water Supply Contract, and the WTCPUA agrees to fully cooperate with the City for purposes of furnishing all Master

Meter readings to LCRA for City billing and payment purposes under the Raw Water Contract.

Section 2.04 Title to and Responsibility for Water; Delivery Points.

- a. Title to the water diverted, treated, and transported to City by WTCPUA under this Agreement shall remain with WTCPUA at all times until it reaches the Delivery Points. At the Delivery Points, title, control, and dominion of the water shall pass to the City.
- b. City shall be solely responsible for conveying water from the Delivery Points to the City's intended places of use. Upon request by the City and at the City's cost and expense, the Delivery Points may be changed by written amendment to this Agreement.

Section 2.05 Quantity and Pressure.

- a. Subject to the terms of this Agreement, including Section 2.01 above and Article III below, WTCPUA agrees to divert, transport and treat for City all water needed and requested by City for the Wholesale Service Area, up to, but not in excess of (i) the Raw Water Supply; (ii) a maximum daily flow rate of 342,144 gallons per day, (iii) a maximum hourly rate of 14,256 gallons per hour; and (iv) the minimum rates required for purchased water systems under TCEQ rules (30 TAC §290.45(f), as amended from time to time). WTCPUA agrees that the Wholesale Water Services shall be delivered at a delivery pressure necessary to maintain a minimum pressure of 35 psi to the Delivery Points under normal operating conditions. WTCPUA reserves the right to require the City, at its expense, to install flow restriction devices at such locations as WTCPUA may reasonably specify if necessary in order to restrict the flow of water to City to the specified levels.
- b. If the demands of City for Wholesale Water Services ever exceed the amount specified in this Agreement, then City shall notify WTCPUA of the amount of additional potable water needed. If WTCPUA is unable to provide the additional water required by City, City, at its option, may acquire additional water from other sources so long as the addition of such other sources does not conflict with or impact the WTCPUA Water System or the collection of Water Impact Fees.
- c. The City, at any time and upon first giving WTCPUA sixty (60) days prior written notice, may reduce the Annual Raw Water Supply. The written notice furnished by City to WTCPUA shall specify the number of LUEs to be released. In the event of any such reduction, WTCPUA's obligation to provide Wholesale Water Services shall be reduced accordingly. Notwithstanding the foregoing, the City shall not reduce its Annual Raw Water Supply for the Wholesale Service Area to a quantity less than 1710 acre-feet per year without the written approval of the WTCPUA.

Section 2.06 Quality of Water Delivered to City. The water delivered by WTCPUA at the Delivery Point shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations, or orders, including requirements of the TCEQ applicable to water provided for human consumption and other domestic use. Each Party agrees to provide to the other Party, in a timely manner, any information or data regarding this Agreement or the

quality of treated water provided through this Agreement as required for reporting to the TCEQ or other state and federal regulatory agencies.

Section 2.07 Maintenance and Operation; Future Construction. WTCPUA shall be responsible for operating, maintaining, repairing, replacing, extending, improving, and enlarging the WTCPUA Water System, including the Master Meters, in good working condition and shall promptly repair any leaks or breaks in the WTCPUA Water System. City shall be responsible for operating, maintaining, repairing, replacing, extending, improving, and enlarging the City System in good working condition and shall promptly repair any leaks or breaks in the City System.

Section 2.08 Rights and Responsibilities in Event of Leaks or Breaks. City shall be responsible for paying for all water delivered to it under this Agreement at the Delivery Points even if such water passed through the Delivery Points as a result of leaks or breaks in the City System. In the event a leak, break, rupture or other defect occurs within the City System that could either endanger or contaminate the WTCPUA Water System or prejudice WTCPUA's ability to provide water service to its other customers, WTCPUA, after providing reasonable notice to City and an opportunity for consultation, shall have the right to take reasonable, appropriate action to protect the public health or welfare of the WTCPUA Water System or the water systems of WTCPUA's customers including, without limitation, the right to restrict, valve off or discontinue service to City until such leak, break, rupture or other defect has been repaired.

Section 2.09 Wholesale Service Commitment Not Transferable. WTCPUA's commitment to provide Wholesale Water Services is solely to City and solely for the Wholesale Service Area. City may not assign or transfer in whole or in part its right to receive Wholesale Water Services without WTCPUA's prior written approval. Notwithstanding the foregoing, the WTCPUA reserves the right to provide water service to other properties located within the WTCPUA Service Area, as may be amended from time to time.

Section 2.10 Conservation and Drought Planning. City, by signing below, certifies that it has adopted a water conservation plan and a drought contingency plan in compliance with TCEQ rules, 30 Texas Administrative Code, Chapter 288, and that the provisions of such plans are at least as stringent as the provisions of the WTCPUA Water Conservation and Drought Contingency Plan. City agrees that it will enforce such water conservation plan and drought contingency plan in the Wholesale Service Area.

Section 2.11 Plumbing Regulations. To the extent WTCPUA and City have the authority, both covenant and agree to adopt and enforce adequate plumbing regulations with provisions for the proper enforcement thereof, to ensure that neither cross-connection nor other undesirable plumbing practices are permitted, including an agreement with each of their respective water customers that allows it to inspect individual water facilities prior to providing service to ensure that no substandard materials are used and to prevent cross-connection and other undesirable plumbing practices.

Section 2.12 Curtailment of Service. The Parties agree that, if water service is curtailed by WTCPUA to other similarly situated customers of the WTCPUA Water System, WTCPUA may impose a like curtailment, with notice to City, on Wholesale Water Services delivered to City

under this Agreement. WTCPUA will impose such curtailments in a nondiscriminatory fashion. The Parties agree that they will not construe this Agreement to prohibit WTCPUA from curtailing service completely in the event of a maintenance operation or Emergency for a reasonable period necessary to complete such maintenance operations or repairs or respond to an Emergency circumstance. The City acknowledges and agrees that the WTCPUA's provision of Wholesale Water Services under this Agreement is subject to applicable provisions of the WTCPUA Water Conservation and Drought Contingency Plan.

Section 2.13 Fire Flows. The City understands and agrees the WTCPUA does not and is not required to provide fire flows to the Wholesale Service Area. As such, the City is solely responsible for the installation and maintenance of any water improvements necessary to provide fire flows to the Wholesale Service Area. Such improvements, if installed, shall be located on the City's side of the Delivery Points.

Section 2.14 Cooperation During Maintenance or Emergency. City will reasonably cooperate with WTCPUA during periods of Emergency or required maintenance.

Section 2.15 Right of Entry. City agrees to provide WTCPUA the right of entry and access to the City System at all reasonable times upon prior notice in order to inspect those facilities, to investigate the source of operational or maintenance problems or for preventive purposes intended to detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonably related to the provision of Wholesale Water Services.

Section 2.16 Confirmation of Service Availability. When requested by City, the WTCPUA shall issue letters of service availability or other evidence of service commitment consistent with the City's obligations under this Agreement, to a developer in the City, such developer's lenders, prospective purchasers, the applicable governing municipal jurisdiction, or any other governmental entity having jurisdiction over development in the Wholesale Service Area.

Section 2.17 Maintenance of Raw Water Supply. City shall be responsible for maintaining compliance with its Raw Water Contract. In the event the LCRA terminates or suspends the Raw Water Supply to the City for any reason, WTCPUA may similarly terminate or suspend its provision of Water Services under this Agreement. The WTCPUA shall not commence Wholesale Water Services to the Wholesale Service Area until the Raw Water Contract is fully executed and effective or amended to include the Raw Water Supply.

ARTICLE III
CONSTRUCTION OF IMPROVEMENTS AND METERING PROVISIONS;
CONVEYANCE OF 1340 EST SITE

Section 3.01 City to Construct Points of Delivery Improvements, Master Meter. As a condition precedent to the commencement of Wholesale Water Services by the WTCPUA, the City shall install, or cause the installation of, the Points of Delivery Improvements, including the Master Meters, at or near each of the Delivery Points. The design, location, and installation of the Points of Delivery Improvements are subject to prior review and written approval by WTCPUA, which approval shall not be unreasonably withheld, denied or delayed provided the facilities comply with

applicable standards of the TCEQ and the WTCPUA. WTCPUA acknowledges that timely review and approval of the plans for the Points of Delivery Improvements are necessary in order for City to begin providing service as contemplated by this Agreement. The WTCPUA agrees to review all plans and either approve the plans or provide written comments specifically identifying the required changes within a reasonable amount of time from the submittal, provided that all submittals are complete. After completion of installation of the and Points of Delivery Improvements and inspection and written acceptance by the WTCPUA, City shall, as a condition precedent to this Agreement, dedicate and convey the Points of Delivery Improvements to WTCPUA free and clear of any liens, claims and encumbrances and execute an appropriate document in form and substance reasonably acceptable to WTCPUA evidencing the dedication and conveyance. The Points of Delivery Improvements shall be located in public rights of way, easements in final plats, or separate easements granted to the WTCPUA to facilitate maintenance, repair, and improvement of the facilities. Thereafter, the Points of Delivery Improvements will be part of the WTCPUA Water System, and WTCPUA will repair, maintain, and replace the Points of Delivery Improvements. The WTCPUA shall not commence Wholesale Water Services to the Wholesale Service Area until the Points of Delivery Improvements are accepted by and conveyed to the WTCPUA.

Section 3.02 Master Meter Accuracy; Calibration.

(a) The Master Meters shall be calibrated each calendar year by the WTCPUA, and the City shall reimburse the WTCPUA its reasonable costs associated with such calibration. The WTCPUA shall provide not less than 48 hours prior written notice of each such calibration, and a representative of the City may be present to observe each calibration.

(b) The Master Meters may be calibrated at any reasonable time by either party to this Agreement, provided that the party making the calibration notifies the other party in writing at least five days in advance and allows the other party to witness the calibration. In the event any question arises at any time as to the accuracy of the Master Meter, but not more than a frequency of once per consecutive 12-month period without mutual consent of both parties, then the Master Meter shall be tested by WTCPUA promptly upon request by the City. The expense of such test shall be borne by City if the Master Meter is found to be within AWWA and manufacturer's standards of accuracy for the type and size of meter, and by WTCPUA if the Master Meter is found to not be within AWWA and manufacturer's standards for the type and size of meter.

(c) If, as a result of any test, the Master Meter is found to be registering inaccurately (in excess of AWWA and manufacturer's standards for the type and size of meter), the readings of the Master Meter shall be corrected at the rate of their inaccuracy for any period which is definitely known or agreed upon and WTCPUA shall pay for the testing or, if no such period is known or agreed upon, the shorter of:

- (1) a period extending back either 60 days from the date of demand for the test or, if no demand for the test was made, 60 days from the date of the test; or
- (2) a period extending back one-half of the time elapsed since the last previous test;

The records of the readings, and all payments which have been made on the basis of such readings, shall be adjusted accordingly.

ARTICLE IV RATES AND CHARGES

Section 4.01 Wholesale Water Rates, Fees, and Charges

(a) City will pay WTCPUA for the Wholesale Water Services provided under this Agreement based on rates, charges and fees for the Wholesale Water Services set by the WTCPUA Board of Directors and amended from time to time. The WTCPUA shall provide Wholesale Water Supply to the City for the Wholesale Service Area in an amount not to exceed 396 LUEs as measured at the Delivery Points. The Parties agree that pursuant to the Agreement, the City shall provide retail potable water utility service for the Wholesale Service Area in the amount of 396 LUEs.

For purposes of this Agreement, the average daily water use within the Wholesale Service Area, as measured at the Delivery Points, shall not exceed 450 gallons per day per LUE or a total of 178,200 gallons per day (i.e., 65.04 million gallons per year) for 396 LUEs, computed as a daily average over a calendar year. In the event the total annual quantity of water as measured at the Delivery Points exceed 65.04 million gallons per year, the WTCPUA may assess, and the City agrees to pay a water surcharge for water used that is in excess of 65.04 million gallons.

In addition, the maximum or peak day water use for the Wholesale Service Area, as measured at the Delivery Points, shall not exceed 864 gallons per day per LUE, or 342,144 gallons per day. In the event the City's maximum or peak day water use on any given day exceeds 342,44 gallons over any 24-hour day, the WTCPUA may:

1. Install, at the City's sole cost, a water rate flow of controller to restrict or limit the maximum flow to the Property to a maximum of 2036 gpm on an instantaneous basis; and/or
2. Assess a surcharge for any quantity used in excess for 342,144 gallons per day.

(b) The City shall be solely responsible for establishing, billing, and collecting water or other rates, charges, and fees from customers within the Wholesale Service Area in accordance with applicable law. Failure to collect from its customers will not affect the City's obligation to make all payments due to the WTCPUA.

Section 4.02. Rates and Charges.

(a) The WTCPUA shall utilize the base-extra capacity methodology performed by a qualified professional to determine the appropriate Monthly Charge and Volume Charge for each wholesale customer, including the City for the Wholesale Service Area, and may be adjusted from time to time by the WTCPUA's Board of Directors.

(b) The City shall pay to the WTCPUA a Monthly Charge for each full calendar month in accordance with Section 4.04(b). The Monthly Charge has been designed primarily to recover allocated pro-rata debt service for installment payments to the LCRA, including interest, and for the City's pro-rata share of debt related to capital costs, including interest, for facilities necessary to maintain and expand WTCPUA System capacity to serve the Wholesale Service Area, including costs for rehabilitation and regulatory improvements which may be necessary to provide continuous and adequate service. Upon the effective date of this Agreement, the initial Monthly Charge for the City for the Wholesale Service Area will be \$ _____ per year, or \$ _____ per month. The Monthly Charge shall be assessed by the WTCPUA on a monthly basis. The absorption (i.e., build-out) schedule used as part of the Monthly Charge calculation for the Wholesale Service Area is thirty (30) years, and based on the schedule incorporated as **Exhibit D**. The City shall pay the Monthly Charge regardless of whether build-out within the Wholesale Service Area meets the absorption schedule used to develop the Monthly Charge.

(c) The City shall pay to the WTCPUA a monthly Volume Charge for the diversion, transportation, treatment, and delivery of the actual amount of water delivered to the City for the Wholesale Service Area, as measured by the Master Meter at each Delivery Point. The Volume Charge shall recover the City's pro-rata portion of the WTCPUA's expenses associated with operating and maintaining the WTCPUA System, including system raw water loss. The Effective Date of this Agreement, the initial monthly Volume Charge will be \$ _____ per thousand gallons used. The Volume Charge does not include any charges for raw water, and the City shall remain liable for such costs under the Raw Water Contract with LCRA.

(d) Within ten business days of a written request from the WTCPUA, the City shall provide the WTCPUA with copies of the City's monthly operating reports indicating the City's peak day consumption for the Wholesale Service Area. At any time, the WTCPUA may also install, at its sole discretion, a max-day meter and/or a flow regulator on the City System, including for the Wholesale Service Area, to assess or control actual maximum daily demands by the City.

(e) If the WTCPUA determines that the City is exceeding the Max Day Reservation for the City for the Wholesale Service Area, the City will be subject to a surcharge as determined by the WTCPUA Service Rules and Policies.

Section 4.03 Amendment of Wholesale Rates, Fees and Charges, Notice to and Review by City.

(a) WTCPUA may amend the Monthly Charge, the Volume Charge, and Water Impact Fees from time to time as approved by the WTCPUA Board of Directors.

(b) City will have the right to inspect and copy, at its expense, WTCPUA's books and records to verify any statement, billing, charge, computation, or demand made to City by WTCPUA. WTCPUA agrees to make all such information available to City for inspection and copying with reasonable promptness during normal business hours.

Section 4.04 Volume and Minimum Monthly Charges.

(a) WTCPUA will measure water flows monthly based on monthly readings of the Master Meters. The total of these amounts multiplied by the Volume Charges will be used by WTCPUA to compute the monthly bill for the Volume Charges.

(b) Upon the commencement of delivery of wholesale treated water to the City for the Wholesale Service Area, the City will commence payment to the WTCPUA of the Minimum Monthly Charge based on the absorption schedule provided as **Exhibit D**.

(c) For each monthly billing period, WTCPUA will forward to City a bill providing a statement of the total Minimum Monthly Charge and Volume Charges owed by City for Wholesale Water Services provided to City during the previous monthly billing period. City will pay WTCPUA for each bill submitted by WTCPUA to City by check or bank-wire on or before thirty (30) days from the date of the invoice. Payments shall be mailed to the address indicated on the invoice or can be hand-delivered to WTCPUA's administrative office in Travis County, Texas, upon prior arrangement. If payments will be made by bank-wire, City shall verify wiring instructions. Payment must be received at WTCPUA's administrative office or bank by the due date in order not to be considered past due or late. In the event City or an assignee responsible for payment in accordance with this Agreement fails to make payment of a bill within said thirty (30) day period, City shall pay late payment charges in accordance with WTCPUA Rules and Policies on the unpaid balance of the invoice.

(d) With respect to the Volume Charge and Minimum Monthly Charge, if WTCPUA has not received payment from City by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, WTCPUA will notify City, or its assignee responsible for payment in accordance with this Agreement, of such delinquency in writing, if City or its assignee fails to make payment of the delinquent billing within 30 calendar days from the date of transmittal of such written notice of delinquency from WTCPUA, then WTCPUA may, at its discretion, terminate or reduce the level of Wholesale Water Services to City until payment is made.

Section 4.05 Water Impact Fees.

(a) City shall be obligated to pay WTCPUA, or cause to be paid, a Water Impact Fee for each new retail water customer that connects to the City System within the Wholesale Service Area and receives water provided under this Agreement. For the term of this Agreement, the Water Impact Fee will be the amount established from time to time in the WTCPUA Service Rules and Policies and as authorized by Chapter 395 of the Local Government Code. The Water Impact Fee paid for each new retail water connection to the City System within the Wholesale Service Area shall be due and payable to WTCPUA within 45 days after the end of the calendar month in which the new retail water connection is made.

(b) Within 45 days after the end of each calendar month, City shall submit a monthly report to WTCPUA, reflecting the new customer(s), service address(es), meter size(s) and number of LUE(s) for which payment of a Water Impact Fee is being made. The WTCPUA reserves the right to audit all City's submitted data and modify the City's claimed LUE calculations in

accordance with the WTCPUA Services Rules and Policies. If no new connections have been made, the monthly report will still be required, but will reflect that there have been no changes from the prior reporting period. If City fails to submit any report within the time period required by this Agreement, WTCPUA may assess City a \$50 late charge per customer account not reported. Unless changed by written notice in accordance with Section 9.09, the Water Impact Fees and monthly reports required by subsection 5.05 and this subsection will be submitted to the following address:

Jennifer Riechers, General Manager
West Travis County Public Utility Agency
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
jriechers@wtcpua.org

(c) The Water Impact Fee has been designed to fund or recover all or a part of the costs of the WTCPUA Water System for capital improvements or facility expansions intended to serve “new development” (as that term is defined in the Texas Impact Fee Law, Chapter 395 of the Texas Local Government Code) in the WTCPUA Service Area and, upon payment, City will have a guaranteed reservation of capacity in the WTCPUA Water System, to serve the Wholesale Service Area, for the number of LUEs for which a Water Impact Fee has been paid. The Water Impact Fee will be reasonable and just and established as required by law and in accordance with the provisions of this Agreement.

(d) City shall be responsible for payment to LCRA for the availability and supply of raw water under the Raw Water Contract.

Section 4.06 Protests, Disputes or Appeals. Nothing in this Agreement is intended to limit, impair or prevent any right of City to protest, dispute or appeal with respect to rate making, the establishment of fees and charges or any other related legal or administrative proceedings affecting services or charges to the City under this Agreement.

Section 4.07 City Water Rates and Charges. City will determine and charge its retail water customers such rates as are determined by its governing body. During the term of this Agreement, City will fix and collect rates and charges for retail water service that are, in the opinion of its governing body, sufficient, together with any other revenues available to City, to produce the amount necessary to operate, repair, and maintain the City System, and to pay the cost of Wholesale Water Services from WTCPUA. City will establish retail rates consistent with AWWA ratemaking principles. City will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 4.08 City Water Impact Fees. The Parties acknowledge that City has the right to the extent allowed under applicable law to assess, charge, and collect such impact fees, capital recovery fees, connection fees, meter fees, or other service fees, rates, taxes, or other charges as its governing body will deem appropriate in addition to the Water Impact Fee. This Agreement will not be construed to require, limit, or restrict the governmental power of City to implement the

same. City will be solely responsible for the proper exercise of its governmental power to assess and collect such fees and charges and for ensuring that all fees, taxes, rates, and charges City elects to charge are in compliance with applicable law.

Section 4.09 Verification of City Connections. For verification of the Water Impact Fees paid to WTCPUA and for any other purpose, City will make available for inspection and copying during regular business hours, at WTCPUA's expense, all records for retail connections to the City System. In addition, WTCPUA will have the right to inspect the City System at any time, at WTCPUA's sole expense, after giving City written notice of its intention to inspect and allowing the opportunity for City to be present, to verify the type and amount of retail connections made or the condition of the City System and City will provide lawful access to WTCPUA for this purpose.

Section 4.10 Additional Required Notices. In addition to the monthly reports required by Section 4.05(b) above, City shall:

(a) Provide to WTCPUA a copy of each final subdivision plat of property within the Wholesale Service Area.

(b) Provide to WTCPUA by June 1 of every year during the term of this Agreement a report setting forth: (i) the total number of retail water service connections within the Wholesale Service Area as of April 1 of the same year; and, (ii) the total number of new retail water service connections to the City System during the prior annual period ending April 1 of the same year, which connections shall be set forth in LUEs as determined by WTCPUA Service Rules and Policies.

(c) Reports provided pursuant to this Section shall be provided substantially in the form attached as **Exhibit E**.

ARTICLE V **REGULATORY COMPLIANCE**

Section 5.01 Agreement Subject to Applicable Law. The Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 5.02 Cooperation to Assure Regulatory Compliance. Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each party will cooperate in good faith with the other Party at all times to assure compliance with any such governmental requirements where noncompliance or non-cooperation may subject the parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

ARTICLE VI
TERM, TERMINATION, DEFAULT, REMEDIES

Section 6.01 Term and Termination. This Agreement shall become effective upon the Effective Date and shall extend for a term of forty (40) years unless terminated earlier as provided herein. Provided the City provides at least twelve (12) months written notice to the WTCPUA, it may renew this Agreement for one additional term of forty (40) years. WTCPUA may terminate this Agreement upon written notice to City for any of the 396 LUEs for which a Water Impact Fee has not been paid in accordance with this Agreement by the fifteenth anniversary of the Effective Date. WTCPUA agrees that the City may prepay or cause to be prepaid Water Impact Fees no earlier than ten (10) years from the Effective Date but prior to such expiration in order to preserve the WTCPUA's service obligation with respect to such prepaid LUEs. To the extent any prepaid Water Impact Fees relate to real property that has not received final subdivision plat approval as of the date of payment, and the WTCPUA subsequently increases the amount of the Water Impact Fee between the date of prepayment and the date of final subdivision plat approval, then the incremental amount of the Water Impact Fee not prepaid shall be paid to WTCPUA within 45 days after the end of the calendar month in which the new retail water connection is made for the connection in accordance with the terms of Section 4.05 of this Agreement. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement.

Section 6.02 Default.

(a) In the event City shall default in the payment of any amounts due to WTCPUA under this Agreement, or in the performance of any material obligation to be performed by City under this Agreement, then WTCPUA shall give City at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, WTCPUA shall have the right to temporarily limit Wholesale Water Services to City under this Agreement pending cure of such default by City and also to pursue any remedy available at law or in equity, pending cure of such default by City. Anything herein to the contrary notwithstanding, any Water Impact Fees paid to WTCPUA under this Agreement after the effective date of WTCPUA's written notice which are accepted by WTCPUA, or which are awarded as a remedy to WTCPUA shall increase the number of LUEs for which WTCPUA will provide Wholesale Water Services in accordance with this Agreement.

(b) In the event WTCPUA shall default in the performance of any material obligation to be performed by WTCPUA under this Agreement, then City shall give WTCPUA at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, the City shall have the right to pursue any remedy available at law or in equity, pending cure of such default by WTCPUA. In the event such default remains uncured for an additional 180 days, then City shall, in addition to and not in lieu of any other remedies available to City, have the right to notify WTCPUA that City intends to take a more limited amount of Wholesale Water Services from WTCPUA (which shall be at least the amount WTCPUA is then able to provide to City) and City may then obtain other water or Wholesale Water Services from another provider or may take appropriate action to supply itself with additional water or Wholesale Water Services upon giving WTCPUA written notice of its intent to do so.

ARTICLE VII
GENERAL PROVISIONS

Section 7.01 Assignability. Assignment of this Agreement by either party is prohibited without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 7.02 Amendment. This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of City and WTCPUA and executed by duly authorized representatives of each.

Section 7.03 Necessary Documents and Actions. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 7.04 Entire Agreement. This Agreement constitutes the entire agreement of the Parties, and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Water Services by WTCPUA to City for the Wholesale Service Area. In the event of a conflict between this Agreement and the Service Availability Letter, attached as **Exhibit A**, this Agreement controls. The City has the right to provide water service to the Wholesale Service Area and, accordingly, the Wholesale Service Area is not required to be added to the City's Certificate of Convenience and Necessity as a condition of service.

Section 7.05 Applicable Law. This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 7.06 Venue. All obligations of the Parties created in this Agreement are performable in Travis County, Texas, and venue for any action arising under this Agreement will be in Travis County, Texas.

Section 7.07 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 7.08 Duplicate Originals. This Agreement may be executed in duplicate originals each of equal dignity.

Section 7.09 Notices. Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery and by email to the address of the other party shown below:

City: Deputy City Administrator
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

WTCPUA: Jennifer Riechers, General Manager
West Travis County Public Utility Agency
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
jriechers@wtcpua.org

With copy to: Lauren Kalisek
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue, Suite 1900
Austin, Texas 78701
Email: lkalisek@lglawfirm.com

Notices shall be deemed received on the date of hand delivery or within three days of deposit in first-class mail.

Section 7.10 Consents and Approvals. Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval, or similar action will not be unreasonably withheld or delayed.

Section 7.11 Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 7.12 Records. WTCPUA and City each agree to preserve, for a period of at least two years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. WTCPUA and City shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 7.13 State Approval; Compliance with TCEQ Rules; MOU Compliance.

(a) Each party represents and warrants that the plans and specifications for its respective system have been or will be approved by the TCEQ or its successors. Anything herein to the contrary notwithstanding, it is the intention of the parties that this Agreement fully comply with the requirements of the TCEQ applicable to public drinking water systems which receive water through a sole-source water supply contract, including the requirements of 30 Texas Administrative Code, Section 290.45(f). The parties each agree to provide any information which may be requested by the other in order to respond to any inquiries or reports required by the TCEQ.

If, at any time, it is determined that this Agreement does not comply with all applicable TCEQ requirements, the parties agree to cooperate to modify this Agreement in order to effect such compliance.

(b) City agrees that it will provide retail water service to the Wholesale Service Area in a manner that complies with the USFWS MOU. The City agrees to provide written documentation to WTCPUA detailing the manner and method in which it will comply with the USFWS MOU.

Section 7.14 Force Majeure. If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 7.15 Good Faith. Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination, or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 7.16 Authority of Parties Executing Agreement, Validity. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document. Each of the parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 7.17 Other Agreements. Nothing in this Agreement shall be construed as amending, modifying, or limiting the rights and obligations of the Parties under any other agreements between the Parties.

Section 7.18 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A Service Availability Letter
- Exhibit B City of Dripping Springs Northeast Quadrant Master Water Plan Exhibit
- Exhibit C WTCPUA Water Conservation and Drought Contingency Plan
- Exhibit D Wholesale Service Area Absorption Schedule
- Exhibit E Annual Reporting Form on Service Connections

Section 7.19 Effective Date. This Agreement will be effective from and after the last date of due execution by all Parties.

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST: _____
Walt Smith, Secretary

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Jr. Mayor

Date: _____

ATTEST: _____
Andrea Cunningham, City Secretary

ITEM B



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 16, 2023

Mr. Daniel Frey
REG Sawyer Ranch LVE, LP
500 W 5th St, Ste. 700.
Austin, TX 78701

Re: Service Availability
Sawyer Ranch Lot 3A
13341 W. US Hwy. 290
Austin TX, 78737
WTCPUA Project # 290-22-50

Dear Mr. Frey:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed three (3) buildings totaling approximately 20,350 SF of office and 6500 SF of restaurant with a total square footage of 26,850. Service Availability for forty (40) LUEs of 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 forty (40) LUEs of 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.** 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. Developer shall pay the WTCPUA annual Water Reservation Fees as applicable per WTCPUA Tariff and policies.
9. 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.
10. 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.
11. 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.
12. 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;

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

Mr. Daniel Frey
Page 3
February 16, 2023

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

Sincerely,

Jennifer Riechers
General Manager

Accepted by:

REG Sawyer Ranch LVE, LP

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 16, 2023

Mr. Danny Walker
Green Park Properties, LLC
1910 Stone Ridge Terrace
Austin, TX 78746

Re: Service Availability
Retail Center
16810 Hamilton Pool Rd
Austin, TX, 78738
14.62 acres of land out of the William McIntire Survey Abstract No. 533, Travis County, Texas
WTCPUA Project # 71-23-001 (PW-2023-05-SER)

Dear Mr. Walker,

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed a retail shopping center. Service Availability for forty-two (42) LUEs of water allocation, including thirty-nine (39) LUEs for domestic water and three (3) LUEs irrigation water, 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 forty-two (42) LUEs of water service, including thirty-nine (39) LUEs domestic water service and three (3) LUEs irrigation 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. The Applicant shall be required to extend a water line to tier tract in accordance with WTCPUA rules and regulations. The exact alignment and size of the water line shall be approved by the WTCPUA.** 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.

Mr. Danny Walker

Page 2

February 16, 2023

3. Prior to release of plan 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. Developer shall pay the WTCPUA annual Water Reservation Fees as applicable per WTCPUA Tariff and policies.
9. 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.
10. 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.
11. 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.
12. 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;
13. This project is situated within Travis County. The final plat and construction plans shall be reviewed and approved by the West Travis County Public Utility Agency.

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

Mr. Danny Walker
Page 3
February 16, 2023

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

Sincerely,

Jennifer Riechers
General Manager

Accepted by:

Green Park Properties, 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.

ITEM C

**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 REG Sawyer Ranch LVE, LP (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 5.6 acres of land 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 REG Sawyer Ranch LVE, LP (“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 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 and retail wastewater 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.

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 40 LUEs of retail 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 no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 40 LUEs.

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.

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 **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.

Section 4.2 Impact Fees. Developer and/or Retail Customers in the proposed development shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water Impact Fees for a total of 40 LUEs.

Section 4.3. Reservation Fees. Developer shall annually pay Reservation Fees for water service during the Reservation Period. Reservation 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 40 LUEs of water has not been installed in accordance to 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 40 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 40 LUEs 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

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

Email: lkalisek@lglawfirm.com

Developer: _____

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:

REG SAWYER RANCH LVE, LP

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Nonstandard Service Agreement – [Sawyer Ranch Lot 3A]

EXHIBIT B
DEVELOPER FACILITIES

**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 Green Park Properties, LLC (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 14.62 acres of land 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 Green Park Properties, 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 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 and retail wastewater 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.

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 42 LUEs of retail 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. The Applicant shall be required to extend a water line to their tract in accordance with WTCPUA rules and regulations. The exact alignment and size of the proposed water line shall be approved by the WTCPUA.** In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 42 LUEs.

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.

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 **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.

Section 4.2 **Impact Fees.** Developer and/or Retail Customers in the proposed development shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water Impact Fees for a total of 42 LUEs.

Section 4.3. **Reservation Fees.** Developer shall annually pay Reservation Fees for water service during the Reservation Period. Reservation 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 42 LUEs of water has not been installed in accordance to 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 42 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 42 LUEs 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

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:

Green Park Properties, LLC
1910 Stone Ridge Terrace
Austin, Texas 78746

Email: greenparkproperty@gmail.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:

Green Park Properties, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Nonstandard Service Agreement – [Sawyer Ranch Lot 3A]

EXHIBIT B
DEVELOPER FACILITIES

VI. STAFF REPORTS

ITEM A



General Manager's Report

February 16, 2023

Personnel Updates

Department Supervisors attended DISC Personality Training on 1/11/23.

Significant Meeting Updates

12/15/22 Meeting with City of Dripping Springs regarding wholesale water agreement and City Comprehensive Plan.

1/4/23 Meeting with Endeavour representatives regarding Ledgestone Terrace Apts

1/5/23 Meeting with Hawk Ridge representatives regarding requirements and timing of water service.

1/10/23 Meeting with Dripping Springs Water Supply Corporation representatives regarding SER request for additional water.

1/17/23 Meeting with Spitzer and Associates regarding easement acquisition for 1080 Transmission Main Segment B.

1/26/23 Meeting with Cannon Ranch representatives regarding Wholesale Water Service Agreement requirements.

1/27/23 Meeting with Ariza representatives regarding timing of water service to their project.

Updates

Late Fees/Disconnects

January

93 delinquent notices were mailed to Hwy. 290 customers on 1/10/23. 19 accounts were disconnected on 1/26/23.

140 delinquent notices were mailed to Hwy. 71 customers on 12/22/22, 21 accounts were disconnected on 1/12/23.

No delinquent notices were sent in February due to the ice storm. There will be no disconnects in February.

Ice Storm 2023

1/31/23 Office closed due to the potential for icy roads and inclement weather. Only emergency employees reported to work. Administrative staff worked remotely, Customer Service staff monitored emails and answered calls remotely. Primary problems involved lift stations and power interruptions. Water treatment plant was in normal operations.

2/1/23 Office closed due to icy roads, emergency staff on site. Several employees without power at their homes. Customer Service staff continued to monitor emails remotely. Power outage at Water Treatment Plant and Raw Water Intake facility. Also lost internet service to communicate with offsite facilities. Staff monitored facilities manually to ensure that all systems were operating effectively. Received information that DSWSC wells went down and they switched to 100% PUA water. Power restored to WTP at 9:45 p.m. and the Raw Water Intake was up at 11:30 p.m. Operations staff worked overnight to get all tanks filled to normal levels.

2/2/23 Office closed due to icy roads, emergency staff on site. Customer Service staff, those with power at their homes, continued to monitor emails remotely. Water Treatment Plant lost power again at 10:30 a.m. Still no internet service at water treatment plant. Started receiving messages about low water pressure on the 290 side. County Line Pump Station was also without power. Communication towers were coated with ice. With plant down, tank levels were dropping. By late afternoon pumps were locking out at low levels (Southwest Parkway Pump Station, County Line and Dripping Springs EST). Projected time of power restoration was 6:00 p.m. Power was not restored until 11:30 p.m. Boil Water Notice was issued and sent to all retail and wholesale customers.

2/3/23 All staff reported to work. Operations staff focused on getting water distributed throughout the system. Administrative staff fielded phone calls from customers related to water outage and boil water notice. Internet service was restored at 9:00 a.m. 290 System back to full tank levels before noon. Water samples were taken on the 290 system and the Bee Cave Road, central Bee Cave areas. Hamilton Pool Road and the western area did not have normal pressure and water in pipes to collect water samples. Operations staff continued to push water to the Hamilton Pool Road area but the restoration of water and pressure was a slow process.

2/4/23 Entire system restored to normal levels throughout the service area. Final water samples were collected from the HPR corridor for testing.

290 and Bee Cave Road/Central Bee Cave water samples returned clear of bacteria. Boil Water Notice lifted for everyone except Hamilton Pool Road residents

(Belvedere, Rocky Creek, Deer Creek, Provence, Madrone Ranch, Falconhead).
Notification sent to all customers by email and notice posted on website.

2/5/23 Water samples returned clear of bacteria for Hamilton Pool Road area
(Belvedere, Rocky Creek, Deer Creek, Provence, Madrone Ranch, Falconhead). Boil
Water Notice lifted and notification sent to all customers by email and notice updated
on website.

Many pumps, panels, and PLCs malfunctioned during this ice storm. Operations
Supervisors and General Manager will be meeting to discuss responses and possible
SOPs to address any weaknesses in response processes.

Operations staff worked tirelessly to address failing lift stations, pump failures,
communication errors, generator maintenance and manual monitoring of facilities.
They put in long hours in inclement conditions. Their dedication and work effort is
hugely appreciated and recognized.

City of Bee Cave Mayor Kara King, Director Clint Garza and Director Jack Creveling
were also extremely helpful providing assistance with Austin Energy efforts to get
power restored at the treatment plant.

ITEM B



West Travis County Public Utility Agency

Budget Variance Report

As Of: 1/31/2023

Fund: 10 - General Fund

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
Water Revenue	1,578,284	1,577,790	494	8,435,661	7,562,970	872,691	32%	26,730,000	(18,294,339)	-68%
Wastewater Revenue	450,651	417,218	33,433	1,806,439	1,711,368	95,071	35%	5,230,000	(3,423,561)	65%
SER Project Revenue	21,704	92,431	(70,727)	294,991	651,438	(356,447)	18%	1,660,000	(1,365,009)	82%
Other Income	3,560	3,750	(190)	13,372	15,000	(1,628)	30%	45,000	(31,628)	70%
Investment Income	8,514	3,750	4,764	38,765	15,000	23,765	86%	45,000	(6,235)	14%
Investment Unrealized Gain (Loss)	20,661	-	20,661	32,341	-	32,341	0%	-	32,341	0%
TOTAL REVENUE	2,083,374	2,094,939	(11,565)	10,621,569	9,955,776	665,793	32%	33,710,000	(23,088,431)	68%
EXPENSE SUMMARY										
Water	488,251	431,481	(56,770)	2,076,166	1,906,200	(169,966)	35%	5,926,800	3,850,634	65%
Wastewater	186,751	325,851	139,100	756,725	952,140	195,415	29%	2,590,050	1,833,325	71%
Electromechanical	43,175	76,048	32,873	151,406	260,498	109,092	21%	718,200	566,794	79%
Line Maintenance	115,434	130,164	14,730	386,038	465,161	79,123	29%	1,309,500	923,462	71%
SER Projects	12,040	16,250	4,210	49,620	65,000	15,380	25%	195,000	145,380	75%
Engineering	33,293	41,046	7,753	101,939	125,627	23,688	28%	359,200	257,261	72%
Customer Service	37,363	46,588	9,225	122,037	148,993	26,956	29%	425,800	303,763	71%
Meter Tech	61,154	70,243	9,089	204,086	241,769	37,683	29%	694,750	490,664	71%
Information Technology	24,785	44,875	20,090	189,385	264,081	74,696	32%	599,700	410,315	68%
Admin	177,607	445,796	268,189	800,984	1,222,766	421,782	25%	3,172,100	2,371,116	75%
Transfers Out	1,821,250	1,821,250	-	7,285,000	7,285,000	-	31%	23,855,000	16,570,000	69%
TOTAL EXPENSE	3,001,103	3,449,592	448,489	12,123,386	12,937,235	813,849	30%	39,846,100	27,722,714	70%
REVENUE OVER/(UNDER) EXPENDITURE	(917,729)	(1,354,653)	436,924	(1,501,817)	(2,981,459)	1,479,642		(6,136,100)		

Balance Sheet-All Funds

Account Summary

As Of 1/31/2023

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	\$ 32,233,026	\$ 2,010,930	\$ 2,585,870	\$ 14,100,400	\$ 29,854,898	\$ 2,333,971	\$ 83,119,095
11 - Investments	3,162,098	3,132,809	6,018,535	13,003,739	25,343,100	29,812,833	80,473,114
12 - Receivables	3,966,095	-	-	-	-	-	3,966,095
17 - Deposits	16,087	-	-	-	176,018	-	192,105
Total Asset:	\$ 39,377,306	\$ 5,143,739	\$ 8,604,405	\$ 27,104,139	\$ 55,374,016	\$ 32,146,804	\$ 167,750,409
Liability							
30 - Accounts Payable	\$ 844,526	\$ -	\$ 221,547	\$ -	\$ 1,305,094	\$ -	\$ 2,371,167
31 - Refundable Deposits	2,211,253	-	-	-	-	-	2,211,253
32 - Other Accrued Liabilities	594,576	-	-	-	-	-	594,576
Total Liability:	3,650,355	-	221,547	-	1,305,094	-	5,176,996
Equity							
50 - Fund Balances	37,228,768	5,092,007	8,576,832	21,936,497	51,591,548	33,640,739	158,066,391
Total Beginning Equity:	37,228,768	5,092,007	8,576,832	21,936,497	51,591,548	33,640,739	158,066,391
Total Revenue	10,621,569	53,280	1,435,848	5,172,871	4,314,912	1,256,835	22,855,315
Total Expense	12,123,386	1,548	1,629,822	5,229	1,837,538	2,750,770	18,348,293
Revenues Over/Under Expenses	(1,501,817)	51,732	(193,974)	5,167,642	2,477,374	(1,493,935)	4,507,022
Total Equity and Current Surplus (Deficit):	35,726,951	5,143,739	8,382,858	27,104,139	54,068,922	32,146,804	162,573,413
Total Liabilities, Equity and Current Surplus (Deficit):	\$ 39,377,306	\$ 5,143,739	\$ 8,604,405	\$ 27,104,139	\$ 55,374,016	\$ 32,146,804	\$ 167,750,409

Income Statement-All Funds

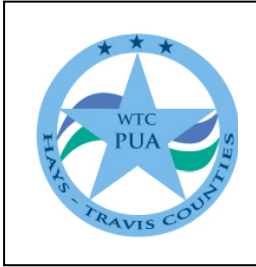
Account Summary

For the Period Ending 1/31/2023

	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	\$ 8,435,661	\$ -	\$ -	\$ -	\$ -	\$ 718,611	\$ 9,154,272
61 - Wastewater Revenue	1,806,439	-	-	-	-	96,099	1,902,538
62 - SER Project Revenue	294,991	-	-	-	-	-	294,991
68 - Other Income	13,372	-	-	-	-	-	13,372
69 - Investment Income	38,765	53,280	102,515	232,053	564,912	442,125	1,433,650
69 - Investment Unrealized Gain (Loss)	32,341	-	-	-	-	-	32,341
89 - Bond Proceeds	-	-	-	-	-	-	-
90 - Other Financing Sources (Uses)	-	-	1,333,333	4,940,818	3,750,000	-	10,024,151
Revenue Total:	10,621,569	53,280	1,435,848	5,172,871	4,314,912	1,256,835	22,855,315
Expense							
70 - Water Expense	2,076,166	-	-	-	-	-	2,076,166
71 - Wastewater Expense	756,725	-	-	-	-	-	756,725
72 - Shared Operations Expense	537,444	-	-	-	-	-	537,444
74 - SER Project Expense	49,620	-	-	-	-	-	49,620
79 - Shared Admin Expense	1,418,431	1,548	2,601	5,229	9,924	11,619	1,449,352
80 - Capital Outlay	-	-	1,627,221	-	1,829,114	-	3,456,335
88 - Debt Service	-	-	-	-	(1,500)	-	(1,500)
89 - Bond Issuance Costs	-	-	-	-	-	-	-
90 - Other Financing Sources (Uses)	7,285,000	-	-	-	-	2,739,151	10,024,151
Expense Total:	12,123,386	1,548	1,629,822	5,229	1,837,538	2,750,770	18,348,293
Current Surplus (Deficit):	\$ (1,501,817)	\$ 51,732	\$ (193,974)	\$ 5,167,642	\$ 2,477,374	\$ (1,493,935)	\$ 4,507,022

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 2023

Executive Summary

During the Month of January, all facilities performed well with no environmental compliance issues. Staff continues to successfully perform corrective and preventative maintenance on all facility equipment and machinery.

Environmental Compliance

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

Water and Wastewater Process Summary: January 2023

Water Treatment Plant	Actual
AVG Raw Water	7.125 MGD
AVG Treated Water	7.456 MGD
PEAK Treated Water	9.024 MGD
AVG CFE Turbidity	0.10 NTU
AVG Chlorine	3.20 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.500 MGD	0.675 MGD
MAX Flow	0.632 MGD	
AVG CBOD	1.71 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.32 mg/l	2 mg/L
AVG Turbidity	1.54 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.169 MGD	0.325 MGD
MAX Flow	0.218 MGD	
AVG CBOD	1.50 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

Water and Wastewater Process Summary: December 2022

Water Treatment Plant	Actual
AVG Raw Water	7.130 MGD
AVG Treated Water	7.752 MGD
PEAK Treated Water	10.117 MGD
AVG CFE Turbidity	0.11 NTU
AVG Chlorine	3.13 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.509 MGD	0.675 MGD
MAX Flow	0.584 MGD	
AVG CBOD	1.63 mg/l	5 mg/l
AVG Fec.Coli	1.72 mg/l	20 mg/L
AVG NH3	0.07 mg/l	2 mg/L
AVG Turbidity	1.13 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.168 MGD	0.325 MGD
MAX Flow	0.226 MGD	
AVG CBOD	1.75 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	1.04 mg/l	3 mg/L

Electromechanical Department Update

Water Treatment Plant

- Replaced polymer transfer pump.
- Replacement LAS Pumps (5 yr. plan).
 - Completed.
- Replacement of HSP #3 (per 5-yr plan).
 - Pump is expected to arrive June 2023.
- Replacement of HSP #2(per 5-yr plan).
 - Pump has been ordered.
- Minor repair made to Unit #3 Clarifier #1 drive.

Raw Water Intake

- Pump #2 removed for inspection and repair due to silt damage.
 - The pump is undergoing needed repairs.
- Ordered Pump #4 replacement Per 5 yr plan.

Pump Station #1

- Pump Control Valve #4 ordered per 5 yr plan.
 - Valve received, schedule pending for installation.
- Replaced transducer in GST.

Pump Station #2

- Ground Storage Tank #1 Fill Valve per 5yr plan.
 - Fill Valve is on site. installation schedule pending.

Pump Station #7

- Generator replacement for 1420 pumps is in process.
 - Mobilization expected July 2023.
- Replaced Soft Start on Pump #3.

Lakepointe WWTP

- Replaced backwash pump coupling on filter #1.
- Replaced starter on Influent Pump #3.

Bohls WWTP

- Dewatering equipment installation in process.
- Repaired pilot system on Pump #2 PCV.

Lift Station #1

- Pump #1 and spare per 5yr plan.
 - Pumps are on site, installation pending schedule.

Lift Station #2

- Per 5-year plan Pump #2 and motor have been replaced.
- Replaced hour meters.

Lift Station #4

- Pump #3 replacement per 5-yr plan.
 - Pumps are on site, installation pending schedule.

Lift Station #9

- Ordered trailer for generator.
 - Trailer has been received.

Lift Station #11

- Gate has been replaced.

Lift Station #14

- Pump #1 replacement per 5-yr plan.
 - Pump has been delivered, install pending schedule.

Lift Station #17

- Pump #2 replacement per 5-yr plan.
 - Pump is on site, installation pending schedule.

Lift Station #19

- Per 5-year plan pump #2 has been replaced.

Lift Station #20

- Replaced Hour Meters.
- Pump #1 replacement per 5-yr plan.
 - Pump has been installed.

Lift Station #21

- Pump #1 replacement per 5-yr plan.
 - Pump is on site, installation pending schedule.

Lift Station #22

- Pump #1 replacement per 5-yr plan.
 - Pump has been delivered, install pending schedule.

Spillman PS

- Replaced motor on jockey pump.

Communication Project

- Phase 2(Lakepointe Area)
 - In process / Comm. Panels are being built.

Staff

- James and Evan attended a Pump and Motor class.

Line Maintenance Department Update

New Water Taps/ Connections:

- 14309 FM 1826 – Install water tap and service

Leak repairs:

- 11850 Rim Rock Trl – Repair service line leak, replaced poly line from tee to meter
- 9206 Zyle Rd – Repaired mainline leak
- 8403 Zyle Rd – Repaired 12” mainline leak
- Madrone Ranch – Replaced MJ restraints, replaced section C900 pipe
- 8705 Bear Creek – Replaced 20 ft of 4” mainline

-
- Market St/Galleria – Excavate 1” service line to make repair – Contractor will repair/Warranty

Leak repairs: Leaks caused by contractors

- SJ Lewis Construction hit 4” waterline while excavating to install new waterline on Bee Cave Pkwy- PUA supplied repair parts, SJL made repair.

Hydrants:

- Darden Hills @ Onion Creek – Repair hydrant, replaced valve seat
- 13059 Four Star Blvd – Repaired leaking hydrant, replaced nozzle
- Started surveys, inspections and maintenance on 290 areas

Misc. repairs/projects:

- 620 @ Ladera – Shut out to make water line tie in. 9pm – 6am -Pennybacker
- 11100 Bee Cave Rd – Replaced 6” meter with new Octave meter
- 3944 FM 620 Bldg #9 – Replumbed service for 2” meter
- 8501 Appaloosa – Replaced AMR meter box lid
- 137 Heartwood – Raise meter box to grade
- 13534 US 290 – Shut out to make water line tie in 10pm – 3am
- Excavated water lines at the DS Elevated site to determine if plans are accurate
- Assisted with water line shut down in Bee Cave central park for realignment of hydrants and meters – Pennybacker
- Belterra @ Sawyer Ranch Road – Install 10” Octave meter

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 8th, 2023

TO: BOARD OF DIRECTORS – WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

FROM: George Murfee, P.E.

RE: Engineer's Report – February 2023

CC: Jennifer Riechers – WTCPUA General Manger

MEC File No.: 11051.174

Current Issues

Wastewater Flow

An updated figure tracking wastewater flows is attached.

Raw and Treated Water Flows

Figures are attached. Trends are in line with expectations.

Water-System Wide

Beneficial Water Recycling Project

The TCEQ Application for a Class V injection well has been submitted. This method of disposal will complement the pilot effort required for the BWR facility. MEC is reviewing alternatives for disposal of effluent and how it will be supplemented by the BWR facility. A memo discussing effluent disposal scenarios and strategies will be presented to the Board for review and discuss for future action at the April meeting.

Permanganate Chemical Feed Relocation

MEC continues to coordinate with G Creek construction on the electrical and SCADA work. The piping within the wet well has been installed by divers. The chemical dosing pumps have been delivered. The remaining work includes installing the PLC within the chemical dosing building.

Uplands Water Treatment Plant Design

The design is progressing. Site modifications have been identified and the site plan is under design. MEC has met with operations and maintenance staff and finalized the conceptual design. The building size was finalized in the October board meeting. All subconsultants have been identified with the following subconsultants being included in the design: HVAC, plumbing, fire protection, structural, architectural, geotechnical, electrical, corrosion, survey, subsurface survey, and vibration analysis. MEC is presenting a request for an amendment to the project agreement at the April board meeting. MEC is in the process of designing the piping layout within the building to submit to WTCPUA operations staff for the equipment spacing and access. After further coordination with a potential contractor, the traditional project delivery method of design-bid-build has been determined to be the most time efficient due to the complexity of the building.

Water Treatment Solids Management

The water treatment solids equipment is currently being manufactured. The supplier is experiencing delays of several major components and has requested a contract extension. The equipment is anticipated to arrive on site by March 31, 2023. A change order has been included with this report.

WCID 20 Wholesale Water Service Analysis

WCID #20 has approved the interlocal agreement to assess whether the district has the ability to provide a continuous supply of potable water to the WTCPUA. The assessment will include a financial review in support of a rate study.

Water – SH71 System

1080 Transmission Main

The contract award to SJ Louis Construction of Texas began construction of Segment A in July, with a scheduled substantial completion date in early 2023.

Segment B plans are being reviewed by the City of Bee Cave, current with the easement acquisition coordination among the attorney, the surveyor and land acquisition agents. We anticipate the plans moving to construction in late 2023. Easement acquisitions issues need to be resolved.

Hamilton Pool Road Transmission Main No. 2

MUD 22 and Masonwood development are working on securing easements. The design was completed and delivered to the PUA staff and the developer. We continue to coordinate with the developer as necessary on easement acquisition, prior to submittal to the reviewing agencies. Following easement acquisition by the developer and MEC will modify the design as needed and submit construction plans for review.

West Bee Cave Pump Station Expansion

The pumps are installed, and the station is in operation. Closeout documents are complete, and we recommend the WTCPUA accept the facilities.

TCWCID 18 Emergency Interconnect

MEC has coordinated with TCWCID 18's consultant team on a final version of the interconnect agreement. We received plans and continue to coordinate with staff on the review.

Water – US290 System

Southwest Parkway Pump Station

The preliminary design of the pump station is underway. Site and building survey requirements are in review.

US 290 Parallel Transmission Main Preliminary Analysis

The alignment has been determined. Five additional permanent easements and 23 temporary construction easements are required. Right of Entry (ROE) letters are being prepared for the above 19 easements for surveying. ROE is also required for the environmental work and Subsurface Utility Engineering (SUE) and is being analyzed. Construction documents for the Circle Drive to Derecho Drive are being prepared. Design surveys have been completed for this segment. We will continue to analyze the existing easement and identify easement constraints that will require additional permanent easement. Constraints near the County Line Pump Station need to be investigated more thoroughly as an additional 16" waterline for Fitzhugh Road will need to be accommodated.

Trautwein Rd Waterline Relocation

MEC bid the project May 17th and the contractor is ready to begin construction. We are currently in coordination with the Julep Commercial development and the County on the possibility of relocating the line utilizing an alternative alignment that will benefit the proposed development.

1240 Conversion Waterline

We submitted site development plans to Travis County and the City of Austin in September, along with an extension request for the CoA Site Development permit due to the excessive review period. Travis County and City of Austin comments are being addressed and anticipate resubmittal in the next couple of weeks. Coordination with the Live Oaks Springs development is continuing, and that subdivision project is finishing up final approvals. We anticipate bidding on the project in early 2023.

1420 Pump Station Expansion

B-5 has begun installation of the pump one, and we are coordinating on the operational parameters, set points, and acceptable performance standards of operation. The anticipated completion date is now expected in early 2023.

Circle Drive PS and GST

Design work has commenced, and the design survey is complete. A final plat has been prepared and the application has been submitted to the City of Austin and Travis County. City comments identified that a "political subdivision of the State" does not have to plat. If the owner is a nonprofit organization and the proposed development is for providing public utility services, then platting is not needed. This

verification will be submitted with the site development permit. A clearing permit/tree removal within the R.O.W. permit is under review by Travis County which allows geotechnical and survey work to be performed. Preliminary design of the pump station and reservoir is underway. Travis County tree mitigation fees have been paid, all comments addressed, and go ahead to remove trees to continue geotechnical work is anticipated any day. The site plan submittal is scheduled for Jan 2023.

Facility capacity analysis has been completed and an initial flow rate has been determined. In addition to the analysis, interim modifications to the Southwest Parkway Pump Station are being evaluated as an additional measure to increase interim flow capacity. We anticipate the Southwest Parkway Pump Station pump improvements to be completed with the Circle Drive Pump Station.

1240 Elevated Storage Tank

MEC has submitted the site development permit set to the jurisdictions for approval to construct the 1240 elevated storage tank. Construction documents are nearly complete and project bidding is proposed for February 2023.

Fitzhugh Water Line Relocation

MEC has completed the waterline design. Schedule of construction is dependent on Travis County bidding.

Wastewater – US290 System

Bohls WWTP Expansion Design

The design of the WWTP Expansion is underway. The site permit amendment application was submitted on October 6th and questions were received on December 8th. The structural and electrical engineers have started on their design packages based on the decisions made during the coordination with the PUA. The design team is completing a 95% review set for the PUA's review and comments.

Wastewater Solids Management Master Plan

Equipment was delivered earlier than expected and the PUA's staff and MEC are coordinating installation. A temporary conveyor needs to be ordered to accommodate the temporary installation location; two quotes for a conveyor have been received and provided to the operations staff.

Lake Pointe Influent Lift Station Rehabilitation

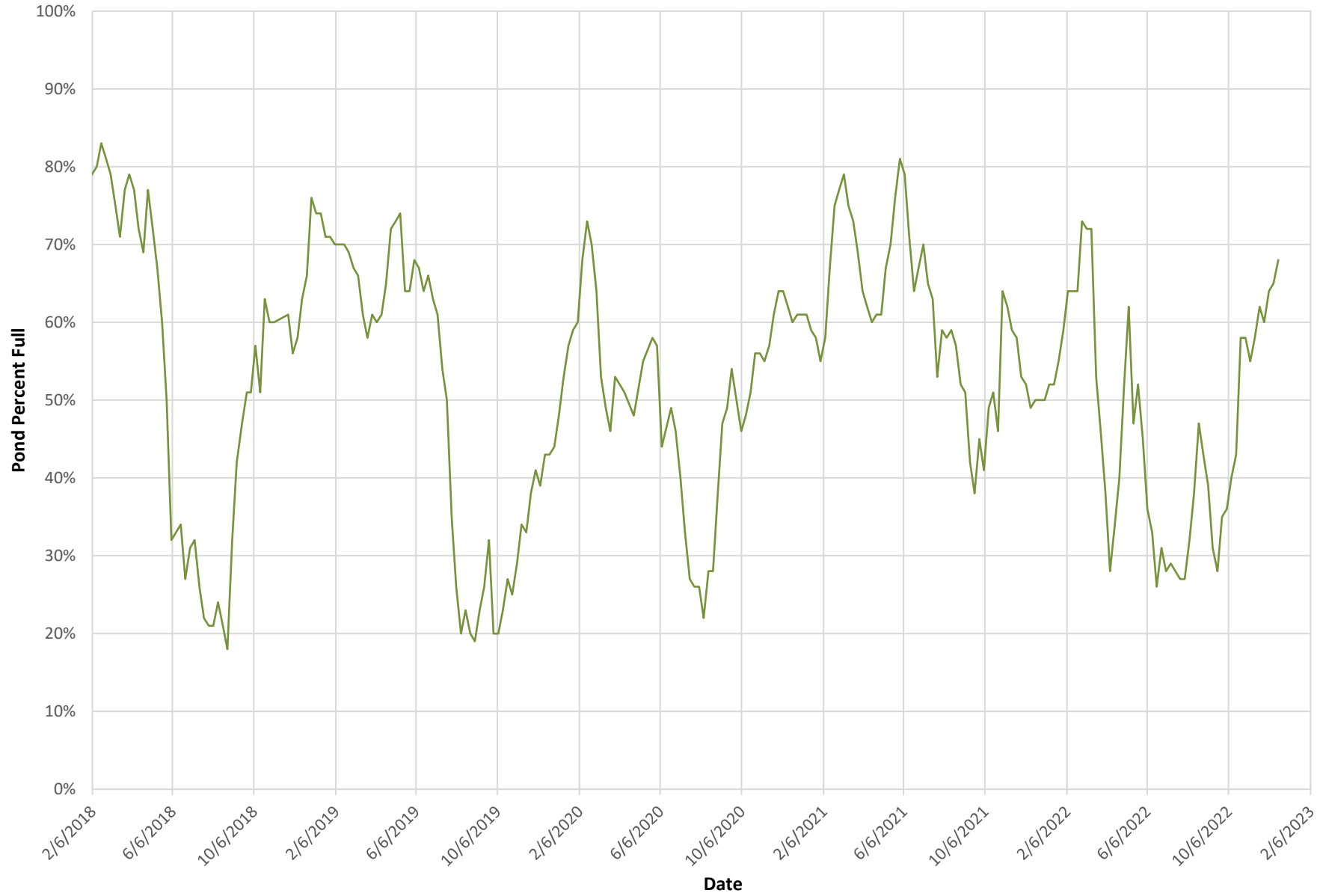
The contract award was provided to Udlehoven at the March 2022 board meeting and the contract time began May 9th. We are coordinating with the contractor on the schedule and associated submittals. The bypass pumping plan is also being coordinated with the contractor and will be submitted for review to operations staff as well as Lake Pointe MUD and HOA. We plan to meet with the operations staff and stakeholders in advance of major operations at the plant. The yard piping modifications have been finalized and are being presented to the PUA as a change order proposal.

Wastewater Permit Renewal/Major Amendment

The Bohls WWTP expansion requires that we coordinate capacities with the TCEQ and update the TLAP. The permit is up for renewal within the next two years so we will be asking for a renewal as well. We are coordinating the overall disposal plan for the anticipated WWTP effluent and the BWR and TLAP disposal capacities. Wastewater demand has been forecasted and explained in a memo to aid WTCPUA in determining what effluent disposal plan they want to pursue for the Bohls expansion. MEC will provide a final memo and a request to amend the current agreement for the Bohls Expansion project to include the TLAP Renewal and Major Amendment at the next meeting.

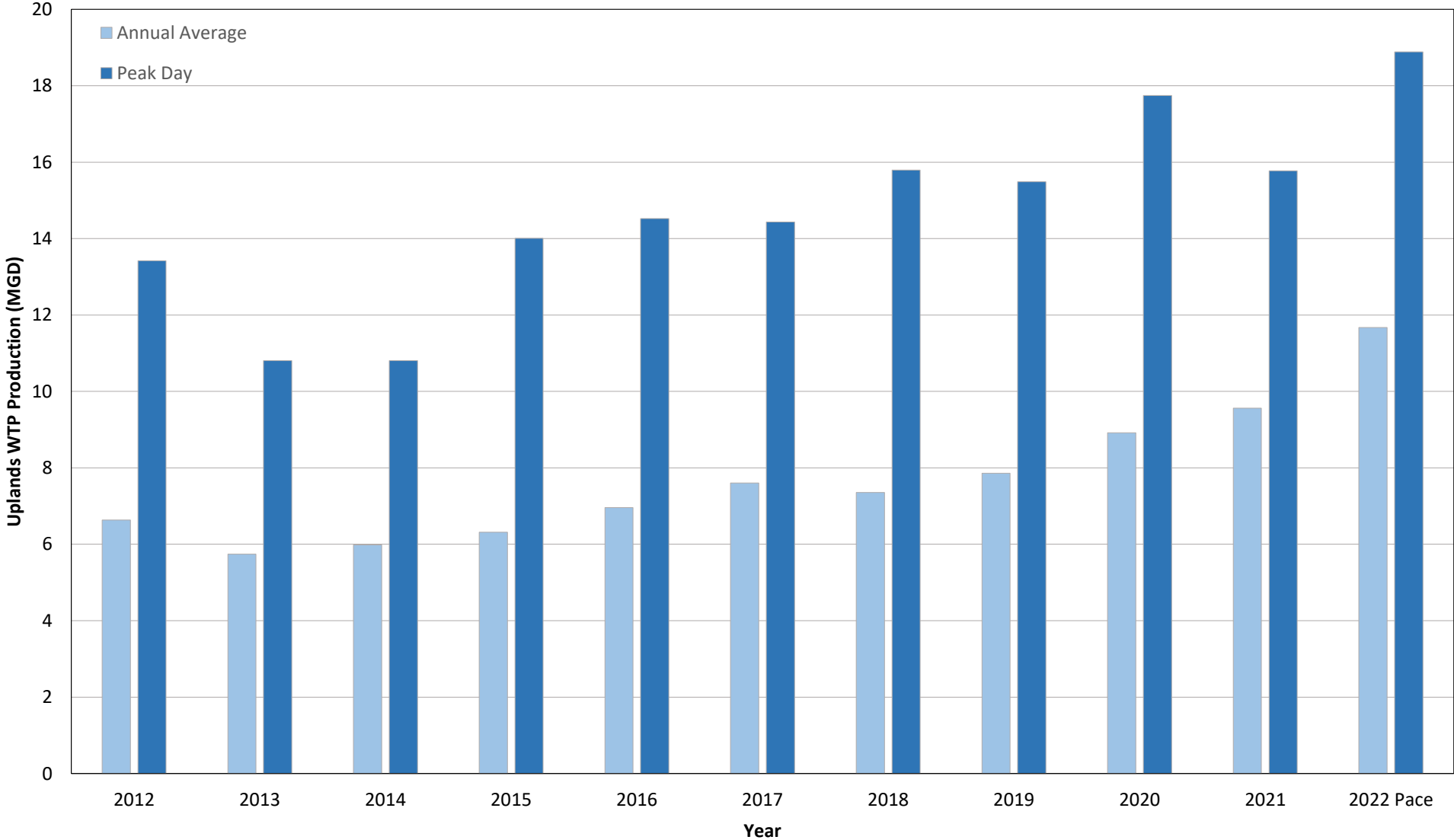
Murfee Engineering Co., Inc.
Texas Registered Firm No. F-353
1101 Capital of Texas Hwy., S., Bldg. D
Austin, Texas 78746

WTCPUA 5 Year Combined Effluent Pond Levels

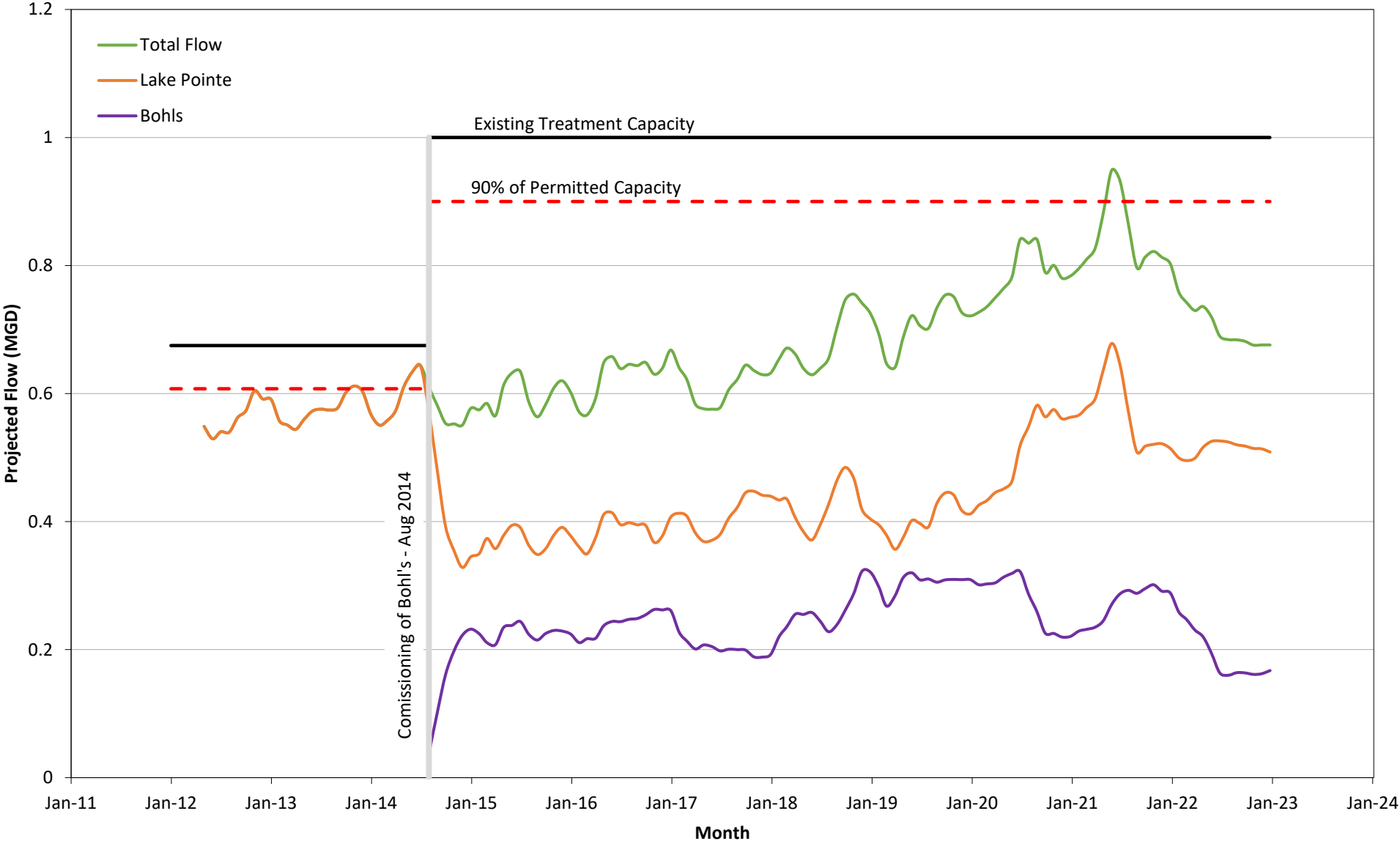


Murfee Engineering Company, Inc.
Texas Registered Firm No. F-353
1101 Capital of Texas Hwy., S.
Bldg. D, Ste. 110
Austin, Texas 78746

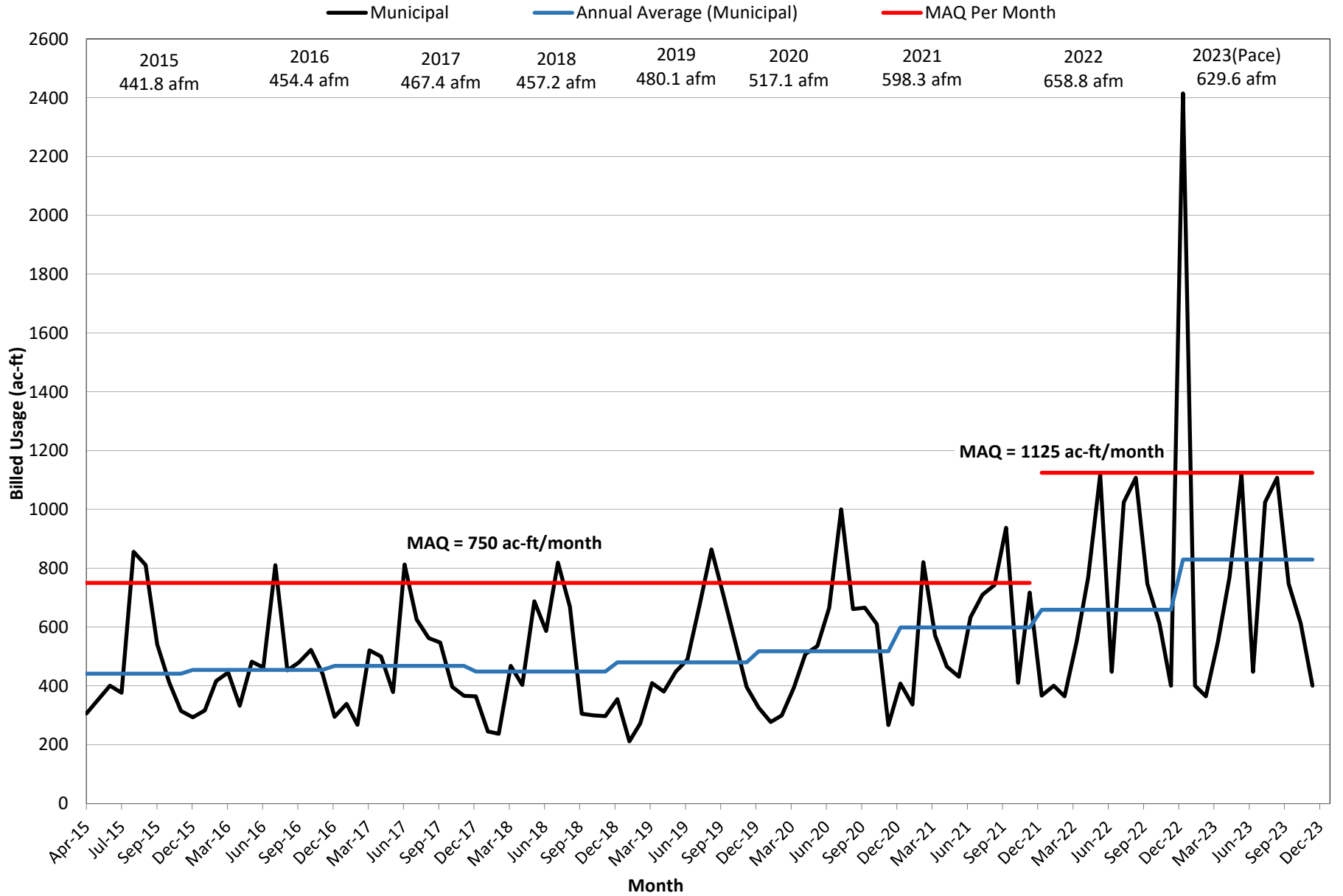
WTCPUA Uplands Water Treatment Plant Production Annual Production



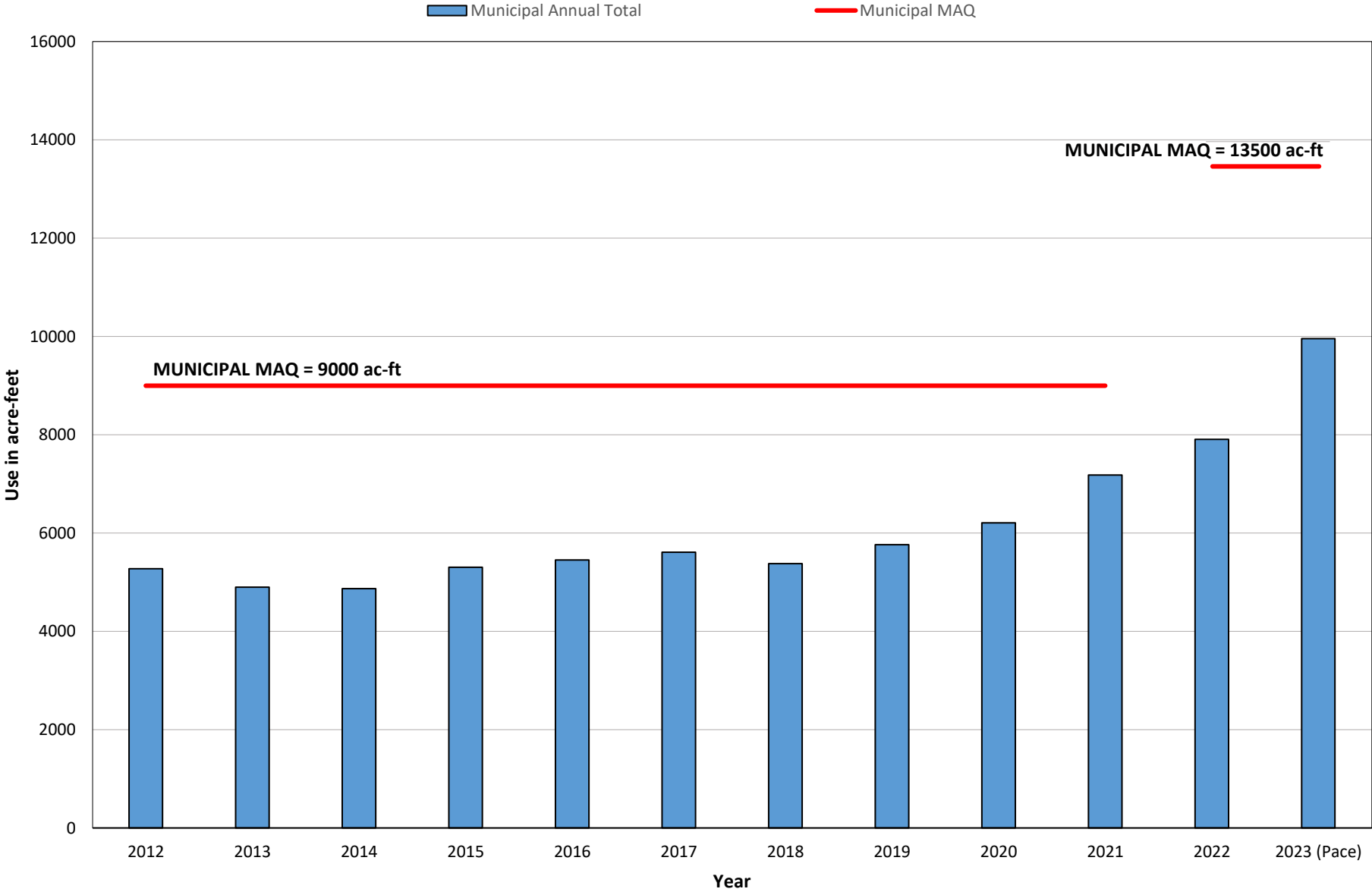
WTCPUA Wastewater 3-Month Average Daily Flow



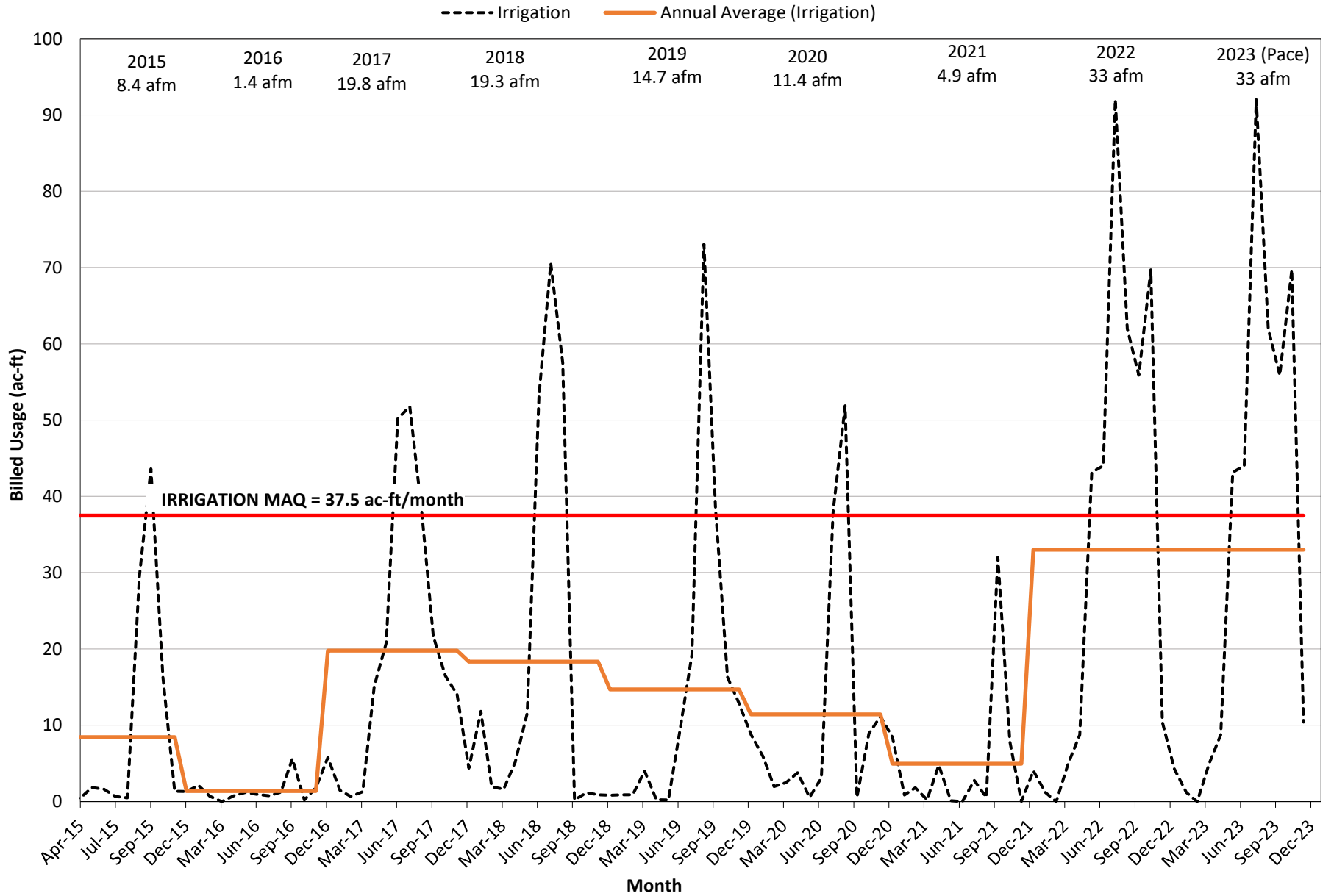
WTCPUA Municipal Raw Water Usage



WTCPUA Annual Cumulative Municipal Raw Water Use



WTCPUA Irrigation Raw Water Usage



WTCPUA Annual Cumulative Irrigation Raw Water Use

