

VI. NEW BUSINESS

ITEM A

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

June 19, 2014

Amended January 21, 2021

Amended April 18, 2024

A. Water Service and Development Policies

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

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

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

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

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

- a. Applicants for Non-Standard Water Service who (i) are located outside of the corporate limits and extra-territorial jurisdiction ("ETJ") of the City of Bee Cave (as such ETJ boundaries exist on January 9, 2014); (ii) who are located outside of the City of Dripping Springs corporate limits; and (iii) who do not have an existing service agreement with the WTCPUA will be required, as a matter of policy, to adopt one of the alternative water quality measures required of new development as

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

specified in that certain "Memorandum of Understanding" between LCRA and the United States Fish and Wildlife Service (the "USFWS"), dated May 24, 2000 (the "MOU") and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Cale Norton, Secretary of the Department of the Interior, and Lower Colorado River Authority, W.D. Tex. 2002 (No. AOOCA 826SS) (the "Settlement Agreement") to establish the service capacity level including:

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

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

- i. The Board may consider a commitment to Service Level B for projects greater than five acres Gross Site Area if the following additional conditions are met (in addition to the General Requirements of Paragraph 6 above):
 - (a) Applicant submits a conceptual site plan or preliminary plat or final plat/legal lot determination and construction plans for PUA review and approval demonstrating compliance with one of the three alternative measures outlined above.
 - (b) Applicant provides the WTCPUA with written confirmation of TCEQ OEM compliance (Engineer's Design Certification) for the project and obtain approval by an independent third-party engineer (retained by the WTCPUA and to be paid for by the Applicant for each development phase prior to construction of each respective project phase and Non-Standard Service Agreement may be terminated if approval not obtained within a reasonable time.
 - (c) Applicant provides the WTCPUA with written certification of OEM compliance (Engineer's Certification of Acceptance and Completion) after obtaining approval by an independent third party engineer (retained by the WTCPUA and to be paid for by the Applicant) for post construction.⁴

- ii. The Board may consider a commitment to Service Level B for projects equal to or less than five acres Gross Site Area if Applicant submits a conceptual site plan, preliminary plat or final plat/legal lot determination and construction plans demonstrating compliance of the project with the OEM. The WTCPUA Engineer shall review the plat or construction plans for OEM compliance.
 - b. Applicants for Non-Standard water service who (i) are located inside the corporate limits or ETJ City of Bee Cave (as such ETJ boundaries exist on January 9, 2014) and (ii) who do not have an existing service agreement with the WTCPUA will be required, as a matter of policy, to follow water quality protection measures in compliance with City of Bee Cave water quality requirements. Any applicant requesting non-standard water service for a project in the City of Bee Cave corporate limits or ETJ shall have service levels approved by the WTCPUA and determined in consideration of City of Bee Cave water quality, zoning, platting and site plan requirements.
 - c. Applicants for Non-Standard water service who (i) are located inside the corporate limits of the City of Dripping Springs and (ii) who do not have an existing service agreement with the WTCPUA will be required, as a matter of policy, to follow water quality protection measures in compliance with City of Dripping Springs water quality requirements. Any applicant requesting non-standard water service for a project in the City of Dripping Springs corporate limits shall have service levels approved by the WTCPUA and determined in consideration of City of Dripping Springs water quality, zoning, platting and site plan requirements.
8. Expand Uplands Regional Water Treatment Plant (within its current footprint) and Lake Austin Raw Water Intake and Raw Water Transmission System to the maximum day capacity of 33 mgd.
 9. Obtain additional LCRA Contract Raw Water, as necessary, to match maximum Uplands Regional Water Treatment Plant capacity.
 10. Commence investigating supplemental alternative water supplies of no more than 7.5 mgd maximum capacity, including but not limited to:
 - a. In cooperation with Hays County entities, investigate groundwater importation alternatives.
 - b. Purchase wholesale water from the City of Austin and/or other entities.
 11. Plan and estimate capital improvements necessary to provide water service at “build-out” level within the Water Service Area.
 12. Negotiate memorandums of understanding/interlocal agreements with the cities of Austin, Bee Cave, and Dripping Springs, and Travis and Hays Counties, for coordinating the site review and approval processes, and for conducting plumbing inspections.
 13. Wholesale water customers requesting to increase their maximum annual quantity, maximum peak day use, and/or max day reservation (as such terms are defined in the relevant wholesale agreement) shall be required to demonstrate that their current retail

distribution systems are adequately sized or will be expanded (with sufficient engineering design and financing plans) to accommodate the additional flow. WTCPUA will meet TCEQ minimum requirements for delivery of water at the master meter, and wholesale customers shall be responsible for providing adequate storage within its retail system to meet the service needs of its individual retail customers.

14. Wholesale water customers requesting to amend their existing contract must agree to:

1. Allow the PUA to set meters and collect impact fees;
2. Remit impact fees before additional water is supplied.

B. Sewer Service and Development Policies

1. WTCPUA planning for maximum sewer treatment and treated effluent disposal shall not exceed 1.8 mgd.
2. Do not provide retail or wholesale sewer service outside of “Sewer Service Area.”⁵
3. Developer to install and maintain sewage treatment facilities for property located outside of Sewer Service Area.
4. For applicants for Non-Standard Sewer Service within WTCPUA Sewer Service Area:
 - a. Require annual non-reimbursable payment of Wastewater Reservation Fees for unset LUEs, as follows:
 - i. The initial, annual non-reimbursable Wastewater Reservation Fees for any unset wastewater services (i.e., LUEs) shall be due and payable within 6 months of the effective date for the WTCPUA’s written service commitment; and
 - ii. Subsequent annual non-reimbursable Wastewater Reservation Fees for any unset wastewater services shall be due and payable upon each annual anniversary date of the WTCPUA’s written service commitment; and
 - iii. The Non-Standard Service Agreement may be terminated if any reservation fees are not paid for all or any portion of the LUEs.
 - b. Consider providing retail sewer service, if feasible and if in the best interests of the WTCPUA as determined by the WTCPUA in its sole discretion, and:
 - i. Prepayment of 100% of impact fees for each development phase upfront if required to fund construction of capital improvements needed to provide service and required by the WTCPUA in its sole discretion.
 - ii. Payment or funding of capital projects needed to serve the project that are not included in the WTCPUA approved Capital Improvements Plan upfront or provision of a financial guarantee for such funds in a form acceptable to the WTCPUA.
 - iii. Provide sewer service, following the 75% - 90% Requirement described in TCEQ Texas Land Application Permit No. WQ0013594-001, to the extent ~~existing~~ capacity is available.

“Sewer Service Area” shall mean and include the area that can be served by the WTCPUA’s wastewater system, as constructed on September 26, 2013 without the need to construct additional central facilities except those included

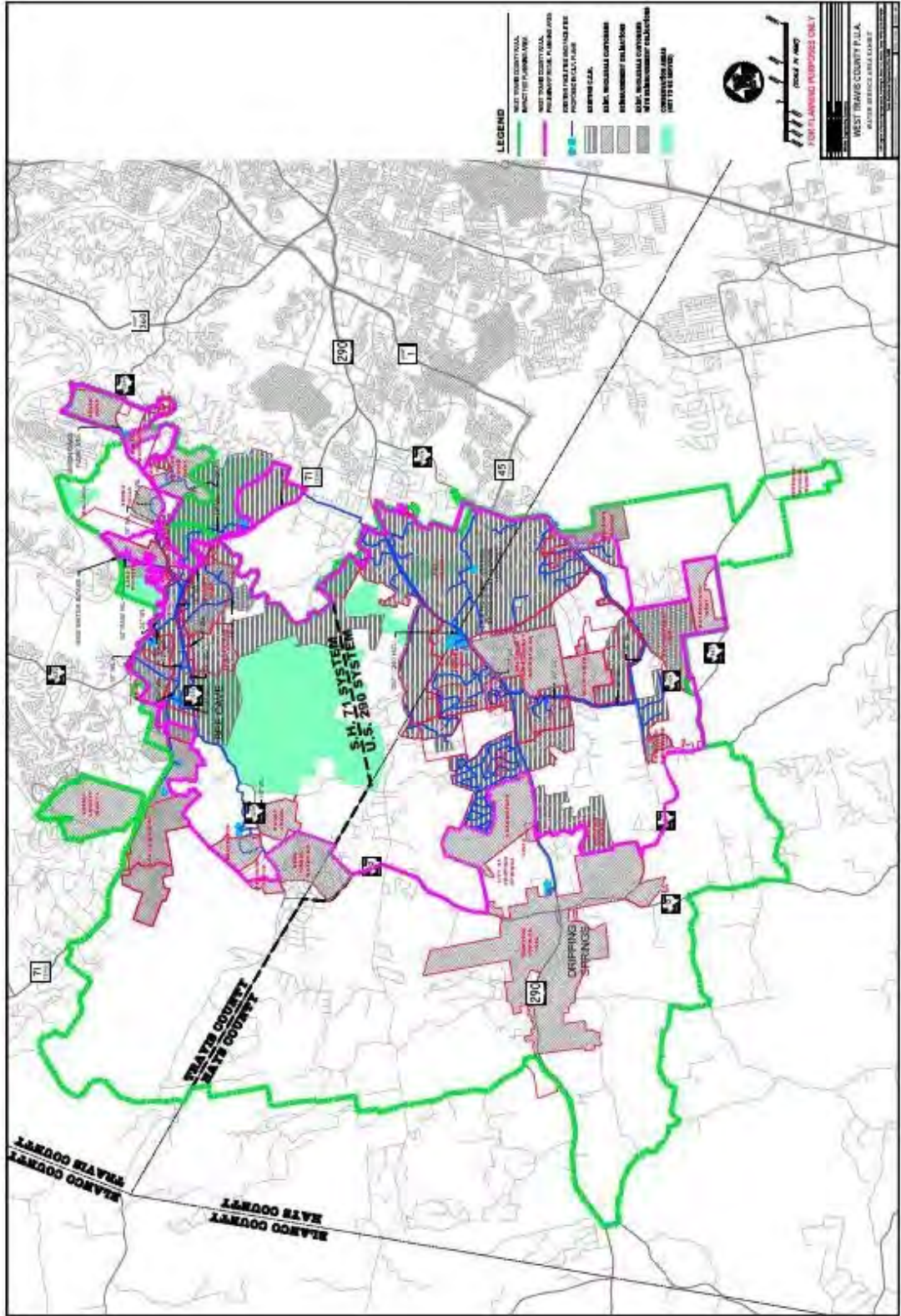
in the WTCPUA's Wastewater Capital Improvements Plan; and such area is more particularly depicted in Attachment 3, attached hereto and incorporated herein for all purposes.

- 5.** The General Manager may approve or deny any SAL and/or any NSSA for 20 LUEs or less of service capacity for applicants for Non-Standard Wastewater Service. All other applications for service or NSSAs shall be presented to the Board for approval or denial.

- 6.** Negotiate memorandums of understanding/interlocal agreements with the cities of Austin and Bee Cave, and Travis County, for coordinating the site review and approval processes, and for conducting plumbing inspections.

ATTACHMENT 1

WATER SERVICE AREA



ATTACHMENT 2

WATER AND SEWER DEVELOPMENT POLICY FLOWCHART AND FORMS

ATTACHMENT 2

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

GENERAL REQUIREMENTS FOR NON-STANDARD SERVICE

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

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

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

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

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

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

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

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

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

WTCPUA to conduct Feasibility Review of Service Level Request

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

Service Level A (NSSA):

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

Service Level B (NSSA) -

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

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

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

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

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

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

ATTACHMENT 2-A

SITE PLAN/PRELIMINARY PLAT REQUIREMENTS

ATTACHMENT 2-A

(Site Plan/Preliminary Plat Requirements)

Final Plat / Site Plan Requirements

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

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

ATTACHMENT 2-B

ENGINEER'S DESIGN CERTIFICATION

ATTACHMENT 2-B

ENGINEER'S DESIGN CERTIFICATION

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

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

2. I am familiar with the Texas Commission on Environmental Quality's Edwards Aquifer Protection Program and, specifically, "Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer" published as an Appendix to the TCEQ's Regulatory Guidance Document RG-348 (February 14, 2005) approved by the United States Fish & Wildlife Service as an alternative to a no "take" determination under the Endangered Species Act ("OEM"). The OEM is incorporated herein by reference for all purposes.

3. In addition to conducting site visits of the Subdivision, I have reviewed the following plans and plats for the subdivision:
 - (a) Subdivision plat of _____, Phase _____
 - (b) Construction plans for _____, Phase _____

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

Signature

Printed Name

Date

(Seal) Texas Registration Number

ENGINEER'S CERTIFICATION OF ACCEPTANCE & COMPLETION

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

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

2. I am familiar with the Texas Commission on Environmental Quality's Edwards Aquifer Protection Program and, specifically, "Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer" published as an Appendix to the TCEQ's Regulatory Guidance Document RG-348 (February 14, 2005) approved by the United States Fish & Wildlife Service as an alternative to a no "take" determination under the Endangered Species Act ("OEM"). The OEM is incorporated herein by reference for all purposes.

3. In addition to conducting site visits of the Subdivision and having reviewed the plans and plats for the Subdivision, I have inspected the completed facilities:

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

5. It is my opinion, as a professional engineer, that the facilities were constructed as contemplated by the above-referenced Subdivision plans and plats and, accordingly, the Subdivision is in substantial compliance with the OEM described in Paragraph 2 above, that pertain to stream buffers, permanent BMP implementation, TSS removal requirements, and measures to protect stream morphology. Furthermore, the plans, plats, deed restrictions and/or restrictive covenants for the Subdivision incorporate physical elements, such as stream buffers and permanent best management practices for the Subdivision, that are reasonably consistent with the OEM.

Signature

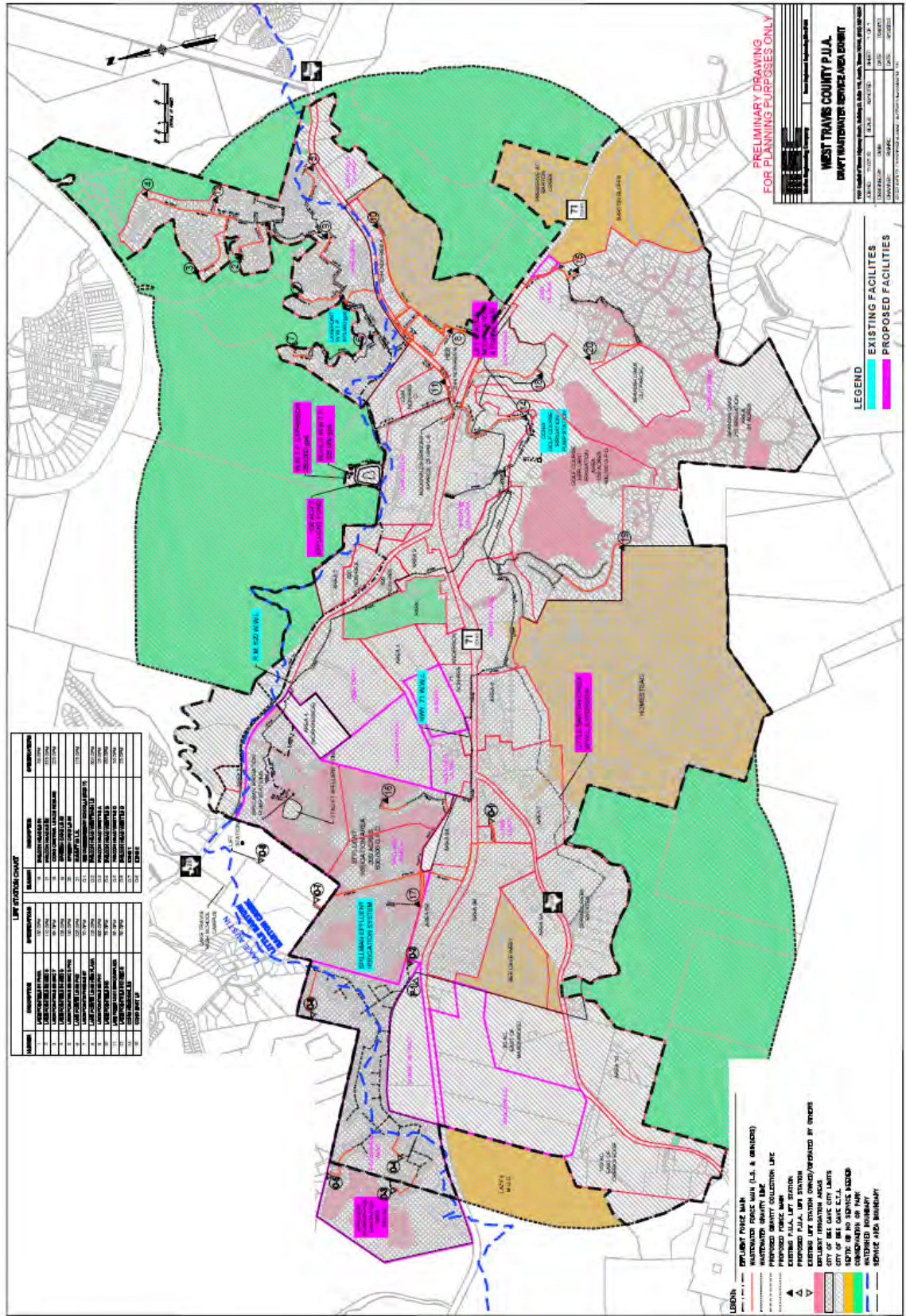
Printed Name

Date

(Seal) Texas Registration Number

ATTACHMENT 3

SEWER SERVICE AREA



LIFT STATION DATA			
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PRELIMINARY DRAWING FOR PLANNING PURPOSES ONLY

WEST TRAVIS COUNTY P.U.A.
DRAFT MASTER PLAN SEWERAGE AND COLLECTOR

DATE: 10/15/2010
 DRAWN BY: J.M.
 CHECKED BY: J.M.
 SCALE: AS SHOWN
 SHEET: 1 OF 3
 PROJECT: WEST TRAVIS COUNTY P.U.A. DRAFT MASTER PLAN SEWERAGE AND COLLECTOR

LEGEND

- EXISTING FACILITIES
- PROPOSED FACILITIES

LEGEND

- EFFLUENT FORCE MAIN
- WASTEWATER FORCE MAIN (L.S. & SERVICES)
- PROPOSED WASTEWATER FORCE MAIN
- PROPOSED SANITARY COLLECTION LINE
- EXISTING FORCE MAIN
- EXISTING S.S. & LIFT STATION
- EXISTING LIFT STATION
- EXISTING LIFT STATION SERVICE/OPERATED BY OTHERS
- EXISTING TREATMENT AREA
- CITY OF WEST TRAVIS CITY LIMITS
- 10770 & 110 SERVICES ACCESS
- UNDESIGNED ROADWAY
- SERVICE AREA BOUNDARY

ITEM B

**FIRST AMENDMENT TO WATER FACILITIES LEASE
AND SERVICES AGREEMENT**

This First Amendment to Water Facilities Lease and Services Agreement (“First Amendment”) is entered into as of the ____ day of _____, 2024 (“Effective Date”), by and between Greenhawe Water Control and Improvement District No. 2, a political subdivision of the State of Texas and water control and improvement district (“District”) and West Travis County Public Utility Agency (the “WTCPUA”), a political subdivision of the State of Texas, together the “Parties”.

RECITALS

A. District and WTCPUA previously entered into that certain Water Facilities Lease and Services Agreement (the “Original Lease”) dated effective April 24, 2019.

B. RW Trine, LLC, a Texas limited liability company (“Developer”) has completed the construction and installation of: (i) water facilities located within Rutherford West, Section 4, a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 17030404 of the Official Public Records of Hays County, Texas (“Section 4 Plat”); and (ii) water facilities located within Rutherford West, Section 5, a subdivision in Hays County, Texas according to the plat recorded under Document No. 19036946, Plat Records of Hays County, Texas (“Section 5 Plat”) (collectively, the “RW Sections 4 and 5 Internal Facilities”).

C. District has accepted for operation and maintenance the RW Sections 4 and 5 Internal Facilities associated with the construction contracts described on Exhibit “A” (the “RW Sections 4 and 5 Construction Contracts”).

D. District and WTCPUA now desire to amend the Original Lease to: (i) expand the Leased Facilities to include the RW Sections 4 and 5 Internal Facilities; and (ii) clarify and amend certain other terms and conditions in the Original Lease as more particularly described below.

NOW THEREFORE, for and in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and WTCPUA hereby agree as follows:

1. **Definitions.** Each capitalized term used herein will have the meaning assigned to such term in the Original Lease, unless the context hereof otherwise requires or provides.

2. **Lease of Leased Facilities.** Effective as of the Effective Date, the Leased Facilities, as defined in Paragraph 3 of the Original Lease, are hereby amended to additionally include the RW Sections 4 and 5 Internal Facilities constructed pursuant to the RW Sections 4 and 5 Construction Contracts.

3. **Leased Facilities Located in Public Utility Easements.** The RW Sections 4 and 5 Internal Facilities are located in utility easements dedicated by and/or described in the Section 4 Plat and the Section 5 Plat.

4. **Miscellaneous.**

a. **Entire Agreement.** This First Amendment, together with the Original Lease sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendments or modifications hereto will be valid unless made in writing and signed by all parties hereto.

b. **Binding Effect.** This First Amendment will extend to and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

c. **Counterparts.** This First Amendment may be executed in two or more counterparts, each of which will be deemed an original, which together will constitute one in the same agreement.

d. **Governing Law.** This First Amendment will be governed by and construed in accordance with the laws of the State of Texas.

e. **Affirmation of Lease.** District and WTCPUA agree that, except as modified hereby, the Original Lease is hereby ratified and remains valid, binding and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

[Signature pages to follow]

WTCPUA:

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

_____, Secretary

WTCPUA Board of Directors

DISTRICT:

**GREENHAWE WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 2**

By: _____
Joan Moeller
President, Board of Directors

Date: _____

ATTEST:

By: _____
Todd Roberts
Secretary, Board of Directors

EXHIBIT A
To
FIRST AMENDMENT TO WATER FACILITIES LEASE
AND SERVICES AGREEMENT

RW Sections 4 and 5 Construction Contracts

<u>Section</u>	<u>Contractor</u>	<u>Date of Contract</u>
Rutherford West, Section 4	DNT Construction, LLC	January 26, 2017
Rutherford West, Section 5	DNT Construction, LLC	December 10, 2018

WATER FACILITIES LEASE AND SERVICES AGREEMENT
(Rim Rock and Rutherford West Subdivisions, Hays County, Texas)

This Water Facilities Lease and Services Agreement (hereinafter referred to as the “Lease Agreement”) is entered into by and between Greenhawe Water Control and Improvement District No. 2, a political subdivision of the State of Texas and water control and improvement district (the “District”) and the West Travis County Public Utility Agency (the “WTCPUA”), a political subdivision of the State of Texas, together referred to as the “Parties”.

RECITALS

A. The Lower Colorado River Authority (“LCRA”), LSM Ranch, Ltd. (“LSM”), Wilson Family Communities, Inc. (“Wilson”), and the District entered into that certain Water Utility Facilities Acquisition Agreement Between Lower Colorado River Authority, LSM Ranch, Ltd., Wilson Family Communities, Inc., and Greenhawe WCID No. 2, dated March 26, 2008, as assigned to the WTCPUA effective March 19, 2012 (the “Service Agreement”). LSM and Wilson are collectively referred to herein as the “Developer.”

B. The Developer has developed or is developing property within the District, including the construction of all internal water transmission and distribution mains/lines, water control valves, (e.g, shut off valves, pressure reducing valves, flush valves, etc.) to be located within the District (the “Internal Facilities”), as contemplated by the Service Agreement.

C. The District has accepted the conveyance of the Internal Facilities associated with the construction contracts described on the attached **Exhibit A** (the “Construction Contracts”) from the Developer. The District now desires to lease the Internal Facilities to the WTCPUA pursuant to the Service Agreement under the terms and conditions set forth in this Lease Agreement.

D. The WTCPUA and the District desire to enter into this Lease Agreement and to set forth their respective duties and responsibilities regarding the lease of the Internal Facilities, as well as future phases of the Internal Facilities constructed within the District to provide water service in an amount not to exceed 675 LUEs for the Rim Rock Subdivisions and 291 LUEs for the Rutherford West Subdivisions within the District’s boundaries, as contemplated by the Service Agreement, to the WTCPUA.

AGREEMENT

In consideration of the mutual covenants and conditions hereinafter set forth, the WTCPUA and the District agree as follows:

A. General

1. Definitions. The definitions contained in the Recitals are incorporated herein for all purposes.

2. Supplements Service Agreement. This Lease Agreement supplements the Service Agreement.

3. Lease of Leased Facilities. The District hereby leases to the WTCPUA and the WTCPUA leases from District the Internal Facilities set forth in the Construction Contracts described on the attached Exhibit “A” and conveyed to the District by the Developer (the “Leased Facilities”).

The term of this Lease will commence on the date of the last signature of the Parties to this Lease Agreement (the “Commencement Date”), and continue until all Tax-Exempt Bonds, as defined in Paragraph 10, below, issued by the District to finance the acquisition or construction of the Internal Facilities (including any Tax-Exempt Bonds issued to refund or refinance Tax-Exempt Bonds originally issued for such purposes) are completely retired. At that time, ownership of the Internal Facilities will be fully conveyed to the WTCPUA by the District in accordance with the Service Agreement.

4. Leased Facilities Located in Public Utility Easements. By execution of this Lease Agreement, the District represents and warrants to the WTCPUA that the Leased Facilities are located in public rights of way or utility easements dedicated by separate instrument (collectively, “Utility Easements”). Future phases of the Leased Facilities will also be required to be included in Utility Easements, as defined above. In the event the WTCPUA determines that any portion of the Leased Facilities is not located in a Utility Easement, the District agrees to obtain, or to require Developer to provide, easements for said Leased Facilities at no cost to the WTCPUA in accordance with the requirements of this Lease Agreement.

5. Use of Leased Facilities. The WTCPUA, beginning upon the Commencement Date, shall at its own expense, use, operate, maintain, repair and replace the Leased Facilities in order to provide retail potable water service to property within the District. The WTCPUA shall not be obligated to upgrade the Leased Facilities at its expense, but only to maintain them in the same condition, with the exception of normal wear and tear from typical use, as of the Commencement Date. The WTCPUA may, at its own expense, install or place in or on, or attach or affix to, the Leased Facilities such additional equipment or accessories as may be necessary or convenient to use the Leased Facilities for their intended purpose, or to provide service to other WTCPUA customers, provided that such equipment or accessories do not impair the value or utility of the Leased Facilities. The WTCPUA will own and maintain all such additional equipment installed.

6. Standards for Operation. The WTCPUA shall pay and discharge all operating expenses and shall cause the Leased Facilities to be operated by competent persons only. The WTCPUA shall not use the Leased Facilities improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner

contrary to the nature of the Leased Facilities or the use contemplated by its manufacturer. The WTCPUA shall take no action to subject the Leased Facilities to any levies, liens or encumbrances except those created under this Lease Agreement, if any.

7. Insurance. At its own expense, the WTCPUA shall, upon the Commencement Date, obtain the following coverage:

Comprehensive General Liability	\$2,000,000 (each occurrence); \$2,000,000 (annual aggregate)
Worker's Compensation	statutory

The WTCPUA shall maintain the above insurance coverages during the entire term of this Agreement.

In the event of any loss, damage, injury or accident involving the Leased Facilities, the WTCPUA will promptly provide the District with written notice thereof and make available to the District all information and documentation relating thereto. The WTCPUA and the District agree to participate and cooperate with each other with regard to any insurance claim related to the Leased Facilities made by the District or the WTCPUA.

8. Indemnification. TO THE EXTENT PERMITTED BY LAW, AND EXCEPT IN THE CASE OF NEGLIGENCE, ERRORS, OMISSIONS, MATERIAL MISREPRESENTATION OR WILLFUL MISCONDUCT OF THE DISTRICT, THE WTCPUA SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS THE DISTRICT FROM AND AGAINST ANY AND ALL LIABILITY, OBLIGATIONS, LOSSES, CLAIMS AND DAMAGES WHATSOEVER, RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE WTCPUA AND EXPENSES IN CONNECTION THEREWITH ARISING EXCLUSIVELY FROM THE FOLLOWING: (A) THE ORDERING, ACQUISITION, POSSESSION, USE, OPERATION, REPAIR, PURCHASE, DELIVERY, REJECTION, STORAGE OR RETURN OF ANY ITEM OF THE LEASED FACILITIES, (B) ANY ACCIDENT IN CONNECTION WITH THE ORDERING, ACQUISITION, POSSESSION, USE, OPERATION, REPAIR, PURCHASE, DELIVERY, REJECTION, STORAGE OR RETURN OF ANY ITEM OF THE LEASED FACILITIES RESULTING IN DAMAGE TO PROPERTY OR INJURY OR DEATH TO ANY PERSON OR (C) THE BREACH OF ANY COVENANT HEREIN OR ANY MATERIAL MISREPRESENTATION CONTAINED HEREIN. THE INDEMNIFICATION ARISING UNDER THIS PARAGRAPH SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE TERMINATION OF THE LEASE TERM, FOR ANY REASON, FOR ANY LIABILITIES THAT ACCRUE PRIOR TO TERMINATION.

9. Assignments. The WTCPUA will not assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of the Leased Facilities or any interest in the Leased Facilities without the written permission of the District. The District may assign its rights, title and interest in and to the Leased Facilities and/or grant or assign a security interest in the Leased Facilities, in whole or in part, only following written approval by the WTCPUA. Neither the

WTCPUA nor the District may assign any rights or obligations under this Lease Agreement without the written consent of the other Party.

10. Tax Compliance. It is the understanding of the WTCPUA that the District will from time to time finance certain of the Leased Facilities (the “Tax-Exempt Facilities”) with the proceeds of one or more series of bonds (the “Tax-Exempt Bonds”). In connection with the issuance of the Tax-Exempt Bonds from time to time, the District will be required to give covenants (the “Bond Covenants”) to the holders of the Tax-Exempt Bonds that the Tax-Exempt Facilities will be used in a manner that assures that the Tax-Exempt Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the “Code”). The WTCPUA agrees not to use or permit the use of the Tax-Exempt Facilities in a manner which it knows would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Tax-Exempt Bonds under section 103 of the Code. Moreover, in furtherance thereof, if the WTCPUA is notified by District that the Tax-Exempt Bonds have been selected for audit by the Internal Revenue Service, then the WTCPUA agrees to provide to the District such information in its possession with respect to the Tax-Exempt Facilities in order that District may timely respond to any questions posed to it by the Internal Revenue Service.

B. Provision of Service within the District

1. The WTCPUA to Provide Service. The WTCPUA shall operate the Leased Facilities in accordance with the WTCPUA’s Schedule of Rates and terms (the “WTCPUA Rate Tariff”), as related to retail water service, and the Parties agree that the WTCPUA shall provide retail water service to individual customers located within the boundaries of the District pursuant to the terms of this Lease Agreement and the Service Agreement. Such service shall meet, at a minimum, the applicable requirements of regulatory authorities with jurisdiction, including the Texas Department of State Health Services, as applicable, and the Texas Commission on Environmental Quality, for residential potable water systems. The District agrees that the WTCUA Rate Tariff, as is amended from time to time, is applicable to retail customers within the District. The WTCPUA shall provide competent, trained personnel and licensed operators certified by the appropriate governmental authority. The WTCPUA shall provide the same level of service and rates for such service to residents in the District as provided to other retail potable water customers.

2. Retail Water Billing. The WTCPUA shall establish customer accounts within the District, read meters, bill customers and collect all deposits, fees and rates for retail potable service. The WTCPUA shall collect and maintain security deposits, and the District agrees that such deposits and interest earned thereon may be maintained in the WTCPUA’s accounts.

3. Retail Water Rates. The WTCPUA shall establish the deposits, fees and rates for retail potable water service to be enforced in the District through an order duly enacted by its Board of Directors.

4. Regulatory Matters. The WTCPUA shall be responsible for submitting all regulatory reports regarding the potable water system serving customers and its provision of retail water service within the District to the applicable regulatory authorities, including the Texas

Commission on Environmental Quality. The WTCPUA shall perform and maintain records of plumbing inspections (if applicable) and customer service inspections. The WTCPUA shall reimburse the District for any civil or administrative penalties assessed against the District by any regulatory authority with jurisdiction related to the potable water system operated by the WTCPUA used to provide service to the District pursuant to this Lease Agreement, provided that such enforcement action was the result of the act or omissions of the WTCPUA. Nothing in the foregoing sentence shall be construed as preventing or limiting the WTCPUA's right to defend itself against any such civil or administrative penalties. The District agrees that it shall promptly forward to the WTCPUA any correspondence that it receives from a regulatory authority regarding the potable water system if the WTCPUA has not been copied on the same correspondence.

5. Emergencies. The WTCPUA shall maintain personnel and equipment for emergency response 24 hours per day, seven days per week, and 365 days per year. Emergencies shall include, without limitation, water leaks, water line breaks, loss of water pressure, malfunctioning pressure reducing valves, and degradation of water quality occurring within the water supply system, and blockage in the system. Additionally, the WTCPUA shall undertake reasonable efforts to respond to requests by the District or its representatives or residents.

6. Costs. The cost of all materials and supplies used to provide retail potable water service under this Lease Agreement shall be borne solely by the WTCPUA.

7. Compensation to the WTCPUA. The WTCPUA's compensation for the retail water operation, maintenance and management services it provides pursuant to this Lease Agreement shall be satisfied from, and shall equal, the revenues collected by the WTCPUA from customers located within the District for retail water service.

8. WTCPUA and Representatives. A WTCPUA representative shall be made available to attend District Board meetings following reasonable advance notice to discuss retail water service issues and the WTCPUA's provision of service under this Lease Agreement. A District representative shall be made available to attend WTCPUA Board meetings following reasonable advance notice to discuss retail water service issues and the provision of service under this Lease Agreement.

C. General Provisions

1. Remedies, Notice of Default, Costs. The Parties shall be limited to the remedies of a suit for injunctive relief, mandamus or specific performance to enforce the terms of this Lease Agreement in the case of default by one or more of the Parties. Prior to instituting such an action, the non-defaulting party must provide the defaulting party written notice of the action giving rise to the default and sixty (60) days after receipt of the notice to cure the default. The party in default will provide corresponding written notice to the other Party that the default has been corrected. If the default is not cured to the satisfaction of the non-defaulting Party within sixty (60) days' of notice of default, then the non-defaulting Party may initiate legal proceedings to enforce its rights or the performance of the Lease Agreement. The prevailing party will be entitled to recover from

the non-prevailing party all of its costs incurred in connection with the legal proceedings, including reasonable attorney's fees and costs of court.

2. Force Majeure. In the event that any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Lease Agreement, it is agreed that each party shall give written notice of such force majeure to the other parties as soon as possible after the occurrence of the cause relied on and shall, therefore, be relieved of its obligations, so far as they are affected by such force majeure, during the continuance of any inabilities so caused, but for no longer. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or of the state or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

3. Notice. Any notice to be given under this Lease Agreement must be in writing and may be effected by personal delivery, by electronic mail, by facsimile transmission, or by sending said notices by registered or certified mail, return receipt requested, to the addresses of the Parties set forth below. Notice by facsimile transmission must also be provided by first class mail. Notice will be deemed given when delivered by personal delivery or confirmed facsimile, or when deposited with the United States Postal Service with sufficient postage affixed.

The WTCPUA: West Travis County Public Utility Agency
Attn: Robert Pugh, General Manager
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Phone: (512) 263-0100
rpugh@wtcpua.org

copy to: Stefanie Albright
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue, Suite 1900
Austin, Texas 78701
(512) 322-5814
salbright@lglawfirm.com

The District: Greenhawe Water Control and Improvement District No. 2
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

4. Section Headings; Defined Terms. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Agreement. Terms for which the first letter is capitalized are defined by this Lease Agreement.

5. Governing Law, Venue. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas.

6. Severability, Waiver. Any provision of this Lease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease Agreement. The waiver by any party of any breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

7. Amendment. This Lease Agreement may be amended by written agreement executed by duly authorized representatives of both the District and the WTCPUA. Upon WTCPUA inspection, approval and acceptance of future phases of the Internal Facilities constructed to provide water service, in an amount not to exceed 675 LUEs to the Rim Rock Subdivisions and 291 LUEs to the Rutherford West Subdivisions in the boundaries of the District, as contemplated by the Service Agreement, those additional phases will be included in the Leased Facilities, and no amendment of this Lease Agreement will be required, however, the WTCPUA authorizes its general manager to execute any documents reasonably requested by the District to confirm such inclusion.

8. Agreement Binding. Except as otherwise provided herein, this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

EXECUTED to be effective the last date appearing below:

[Signature pages to follow]

WTCPUA:

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: Donald Walden
~~Scott Roberts, President~~ Donald Walden, Vice President
WTCPUA Board of Directors


Date: 3/20/19

ATTEST:

By: [Signature]
_____, Secretary
WTCPUA Board of Directors

DISTRICT:

**GREENHAWE WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 2**

By:  _____
David Saxon,
Vice President, Board of Directors

Date: April 24, 2019

ATTEST:

By:  _____
Joan Moeller
Secretary, Board of Directors

EXHIBIT A
To
WATER FACILITIES LEASE AND SERVICES AGREEMENT
(Rim Rock and Rutherford West Subdivisions, Hays County, Texas)

GREENHAWE WCID NO. 2
Construction Contracts

<u>Section</u>	<u>Contractor</u>	<u>Date of Contract</u>
Rim Rock Phase 1, Section 1	Cash Construction Co., Ltd.	September 17, 2001
Rim Rock Phase 1, Section 3	Cash Construction Co., Ltd.	October 12, 2007
Rim Rock Phase 1, Section 4	Cash Construction Co., Ltd.	December 14, 2007
Rim Rock Phase 1, Section 5	Cash Construction Co., Ltd.	December 17, 2013
Rim Rock Phase 2, Section 2	Cash Construction Co., Ltd.	March 20, 2007
Rim Rock Phase 2, Section 3	Cash Construction Co., Ltd.	December 17, 2013
Rim Rock Phase 2, Section 4	Cash Construction Co., Ltd.	July 15, 2013
Rim Rock Phase 2, Section 5	Cash Construction Co., Ltd.	August 1, 2014
Rim Rock Phase 3, Section 2	Cash Construction Co., Ltd.	November 30, 2006

Greenhawe WCID No. 2 – Lease Agreement

Rim Rock Phase 3, Section 3	Cash Construction Co., Ltd.	December 17, 2007
Rutherford West Section 2	Cash Construction Co., Ltd.	September 27, 2006

ITEM D



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

April 3, 2024

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

**Re: Southwest Parkway Pump Station Generator Installation Project
Bid Tabulation and Recommendation of Award**

Mr. Roberts and Board:

Bids for the Southwest Parkway Pump Station Generator Installation Project were opened and publicly read aloud at 2:00 p.m. on March 28th, 2024, at the offices of Malone/Wheeler, Inc. A summary of bids is provided in Table 1, below. A detailed bid tabulation is attached.

Table 1: Bid Summary

Bidder	Total Amount Bid
Texan Municipal & Industrial	\$386,169.00
McDonald Municipal and Industrial	\$414,469.00
Taknek LLC	\$482,641.00

The Invitation for Bids was advertised in accordance with the rules for procurement contained in the Texas Water Code and Local Government Code. The Affidavit of Publication from the San Marcos Daily Record is attached.

We reviewed the bid packages for conformance to the Contract Documents. The apparent low bidder is Texan Municipal & Industrial. Our recommendation is to award to the apparent lowest bidder, Texan Municipal & Industrial, for the total bid amount of \$386,169.00. Texan Municipal & Industrial provided references for their contracts, upon contacting them, we confirmed their qualifications and quality of work are more than adequate for the completion of this project. Should you have any questions or require any additional information, please contact me at your convenience.

Sincerely,
Malone Wheeler, Inc.

James Inocencio, P.E.



Attachments: Bid Tabulation
Affidavit of Publication

CC: Jennifer Riechers, General Manager



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

BID TABULATION

West Travis County Public Utility Agency
Southwest Parkway Pump Station Generator Installation

Project Manager: James Inocencio, P.E.
Project Engineer: Malone/Wheeler, Inc.

BIDDER:	Texan Municipal & Industrial - A Division of Texan Electric Co. Inc.	McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc.	Taknek LLC
BID BOND	X	X	X
ADDENDA 1-2	X	X	X
TOTAL PROJECT AS RECOMMENDED	\$386,169.00	\$414,469.00	\$482,641.00

MALONE/WHEELER, INC.

Firm Registration Number F-786

James Inocencio, P.E. _____



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

BID TABULATION

Project: Southwest Parkway Pump Station Generator Installation

Owner: West Travis County Public Utility Agency
 13215 Bee Cave Parkway
 Building B, Suite 110
 Bee Cave, Texas 78738

Engineer: Malone/Wheeler, Inc.
 5113 Southwest Parkway, Suite 260
 Austin, Texas 78735

				Texan Municipal & Industrial - A Division of Texan Electric Co. Inc.		McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc.		Taknek LLC	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY			PRICE PER UNIT	AMOUNT	PRICE PER UNIT	AMOUNT
1	Mobilization (Max 15%)	LS	1	\$ 56,169.00	\$ 56,169.00	\$ 62,000.00	\$ 62,000.00	\$ 70,000.00	\$ 70,000.00
2	Site Restoration	SY	1	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00
3	Generator Concrete Pad and Sidewalk	LS	1	\$ 27,000.00	\$ 27,000.00	\$ 60,469.00	\$ 60,469.00	\$ 82,641.00	\$ 82,641.00
4	Emergency Generator	LS	1	\$ 280,000.00	\$ 280,000.00	\$ 280,000.00	\$ 280,000.00	\$ 280,000.00	\$ 280,000.00
5	Concrete Vault	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
6	Delivery of Generator	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00
7	Gate	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 15,000.00	\$ 15,000.00
TOTAL AMOUNT BID				\$386,169.00		\$414,469.00		\$482,641.00	

San Marcos Publishing, LP
San Marcos Daily Record
P.O. Box 1109, San Marcos, Texas 78667
(512) 392-2458

State of Texas
County of Hays


Before me, the undersigned authority, holding the office of Notary Public in and for Hays County, Texas, personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is Dalton Sweat, and I am the Publisher, of the San Marcos Daily Record, a newspaper of general circulation in Hays County and Caldwell County, Texas, and a newspaper which has been regularly and continuously published in San Marcos, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of _____ on the following dates:

March 3, 2024

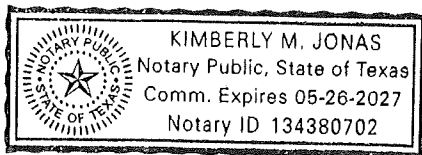
March 10, 2024

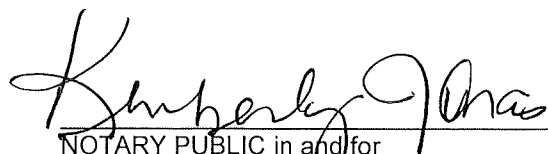
The said Publisher, Dalton Sweat further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.



Signature of Affiant

Subscribed and Sworn to me, by the said Publisher Dalton Sweat this 28 day of, March, 2024 to certify which witness my hand and seal of office.





NOTARY PUBLIC in and for
Hays County, Texas

San Marcos Daily Record

CLASSIFIEDS



FREE CLASSIFIED



Your 5 line ad runs 5 days for FREE in the San Marcos Record. Call for details!

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Junk Cars & Trucks.
Free Towing. Lost Title Ok.
210-776-9796



Featured Home

GREAT DEALS!
512-353-5001, \$775-2/1, water pd, \$875 - 2/1, WD con. fp.



Featured Job

FOR HELP WANTED
Special pricing in the Record.
25 Words for just \$5 per day!
Call **512-392-2458**



Tip of the Day

FREE WOODEN PALLETS!
Come by Daily Record at 1910 IH-35 South and pick up for Free!!!

Public Notice Public Notice Public Notice Public Notice Public Notice Public Notice Public Notice Public Notice Public Notice

COMMERCIAL TOWING SERVICES LLC

7980 N US 183 Lockhart TX, 78644

512-995-0468

0660390VSF www.tdlr.texas.gov

TRAILER FLATBED LP : 588-408M

Total charges as of 02/15/2024 are \$131.70

AUCTION-NOTICE OF PUBLIC SALE

To satisfy Landlord's Lien at Cen-Tex Storage, 2409 IH 35 South, San Marcos, TX 78666 on Tuesday, March 26th, 2024 at 10:00 a.m. Property includes contents of 1) Ricardo Costilla – kids bikes, dresser, misc. items; 2) Zada Joycelyn Johnson – mirror, scooter; 3) Kristen Silva – misc. clothes; 4) Maria Luisa Gomez – misc. clothes; 5) Joseph Nelms – popup tent, fire pit; 6) Brian Alex Martinez – tires with rims, misc. boxes; 7) Yanahairy Medina – misc. clothes; 8) Antwon Lake – couch, chairs; 9) Andrea Avery Wilson – misc. household items; 10) Andrea Avery Wilson – refrigerator, dolly, fans, lamps; 11) Andrea Avery Wilson – cabinet, books, air compressor, step ladder; 12) Adrianna Bravo – bedroom set, sofa, misc. items.

THE HAYS COUNTY ARB NEEDS YOU!

The Appraisal Review Board is seeking applicants to serve for the 2024-2025 term. Call (512) 268-2522, drop by the appraisal district office at 21001 N I35, Kyle, TX or visit hayscad.com/arb-panel-members/ for an application and more information about qualifications to serve in this very important capacity.

2ND NOTICE

Notice to Owner(s) and Lien Holders:

Your vehicle was impounded on 03/07/2024 and has the following charges of \$1434.67 + any applicable fees.

Vehicle Description 2014 UHAUL TRAILER ORANGE

Plate #

VIN # 14HU0810XETMT2620

Please call J&S Towing and Recovery at (210)807-2603

J&S Towing and Recovery

1702 IH 35 S, San Marcos, TX 78666

TDLR 0065484100IM

RFP-JN-2023-04

REQUEST FOR PROPOSALS

MOWING SERVICES

San Marcos Consolidated Independent School District (SMCISD) will receive proposals for Mowing Services as set forth in the SMCISD Request for Proposals posted at <https://www.bidnetdirect.com/texas/san-marcos-cisd/> and available by written request to Jose C. Narvaez, Director of Purchasing, at jose.narvaez@smcisd.net.

All questions regarding clarification or interpretation of the RFP will be submitted in writing by 12:00 p.m. on Wednesday, March 27, 2024. Questions should be directed to department.purchasing@smcisd.net or jose.narvaez@smcisd.net. Answers to the questions will be posted on SMCISD's website at <https://www.bidnetdirect.com/texas/san-marcos-cisd/> on Friday, March 29, 2024.

A non-mandatory pre-proposal conference will be held on Tuesday, March 26, 2024, at 10:00 a.m. at 631 Mill Street, San Marcos, Texas 78666.

Proposals will be received by SMCISD at 631 Mill Street, San Marcos, Texas 78666/P.O. Box 1087, San Marcos, Texas 78667 until 2:00 p.m. (local time), Wednesday, April 3, 2024, immediately after which time all proposals will be opened and names and monetary proposals read aloud. Proposals received after closing time will be returned.

SMCISD will conduct its evaluation and scoring of proposals in relation to Texas Education Code Chapter 44, section 44.031.

NOTE: SMCISD will be closed for Spring Break from Monday, March 11, 2024, and return on Monday, March 18, 2024. The RFP will be on the website beginning Sunday, March 10, 2024.

All interested parties acknowledge the right of SMCISD to reject any or all of the Proposals and to waive any informality or irregularity in any Proposal received.



RFP-JN-2023-06

REQUEST FOR PROPOSALS

GARBAGE COLLECTION, RECYCLING AND COMPOST SERVICES

San Marcos Consolidated Independent School District (SMCISD) will receive proposals for Garbage Collection, Recycling, and Compost Services as set forth in the SMCISD Request for Proposals posted at <https://www.bidnetdirect.com/texas/san-marcos-cisd/> and available by written request to Jose C. Narvaez, Director of Purchasing, at jose.narvaez@smcisd.net.

All questions regarding clarification or interpretation of the RFP will be submitted in writing by 12:00 p.m. on Wednesday, March 27, 2024. Questions should be directed to department.purchasing@smcisd.net or jose.narvaez@smcisd.net. Answers to the questions will be posted on SMCISD's website at <https://www.bidnetdirect.com/texas/san-marcos-cisd/> on Friday, March 29, 2024.

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All interested parties acknowledge the right of SMCISD to reject any or all of the Proposals and to waive any informality or irregularity in any Proposal received.



ADVERTISEMENT FOR BIDS

Sealed Bids addressed to the **West Travis County Public Utility Agency (Owner)** for the construction of the **Southwest Parkway Pump Station Generator Installation Project** will be received at the offices of **Malone/Wheeler, Inc., 5113 Southwest Parkway, Suite 260, Austin, Texas 78735** until **March 28th, 2024** at **2:00 pm** local time. At that time the Bids received will be publicly opened and read aloud. The Project consists of: construction of a new concrete pad, new gate, and concrete vault; and provision and installation of a generator including generator pickup from **1015A Red Bluff Rd, Pasadena, TX 77506** and delivery to **10710-1/2 W. SH 71, Austin, TX 78735**. Information and Bidding Documents for the Project can be found at the designated website: <https://www.civcastusa.com>. Bidding Documents may be downloaded from the designated website. Prospective Bidders are required to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. The project must be substantially completed within 45 days and fully completed within 60 days when the Contract Times commence. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. The Issuing Office for the Bidding Documents is: **Malone/Wheeler, Inc. 5113 Southwest Parkway, Suite 260, Austin, Texas 78735**. Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office by contacting James Inocencio, P.E. at 512.899.0601 or jamesi@malonewheeler.com. Bidding Documents may also be purchased from the Issuing Office for \$100 per set. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office or designated website.

Bids must be accompanied by a bid bond with Power of Attorney attached or cashier's check of five percent (5%) of the total amount bid (sum of all bid items) made payable to the West Travis County Public Utility Agency. Owner reserves the right to reject any or all Bids and to waive any informality and irregularities in Bids received. Contract Time is of the essence and all Work shall be substantially completed within 45 calendar days after the Notice to Proceed. Liquidated damages are \$250 per calendar day.

A **MANDATORY PRE-BID CONFERENCE** will be held at 10:00 am on March 14th, 2024 at the project site location at 10710-1/2 W. SH 71, Austin TX 78735

<p>For Rent</p> <p>DEVELOPER'S DREAM 201 Hofheinz, San Marcos. Rare 6+ acres w/view. Level terrain, majestic oaks, partially cleared, city utilities, exemption in process. Minutes to SM square, city conveniences and Texas State. Potential for upscale housing.</p> <p>512-791-1133</p>	<p>For Rent</p> <p>PRICE IMPROVED! 2212 Hunter Rd. Approx half acre with two curb cuts!! City utilities. Two miles to Texas State. Located in high profile corridor between ATX and SA. Owner financing available.</p> <p>512-791-1133</p>	<p>Autos</p> <p>WANTED: CARS/TRUCKS. Any cond. Running or not. Willis Mitchell, 353-4511</p> <hr/> <p>CASH FOR Junk Cars & Trucks. Free Towing. Lost Title Ok. 210-776-9796</p> <p>Think BIG Support Your Local Small Businesses</p>
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ITEM E



Murfee Engineering Company

April 5, 2024

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

Re: 12inch Waterline Extension HWY 290
Project Background Information
MEC File: 11051.235

Mr. Roberts and Board:

The purpose of this letter is to provide background information and justification for our proposal for the engineer and subcontractor services for the above-referenced project.

In reviewing the two (2) Nonstandard retail water service agreements between the WTCPUA and Cerco Development, Inc and the WTCPUA and AR 290 West, LP, to provide 139 and 325 LUE's, respectively, of retail water service, it was determined that developer contributions total \$1,112,723, collectively. My understanding from Endeavor is they are ready to construct. Plans are being reviewed by the WTCPUA.

Easement procurement is a task with uncertainty; thus, we investigated preliminary site conditions and analyzed the anticipated alignment route revealing four (4) potential easement acquisition case scenarios for procuring both temporary construction easements (TCE) and permanent easements (PE). Worst case scenario revealed procurement of nine (9) TCE and six (6) PE. Utilizing recently obtained information for comparable easement valuation, it was determined that reasonable valuation for the above-mentioned easements may be anticipated at \$308,350.

Sub-contractor information, more particularly Subsurface Utility Engineering (SUE) has finished locating the existing 6" water service line. The alignment has been shifted to an adjacent tract. This alternate route has been identified and if this easement is secured a cost savings will be realized for easement acquisition.

Please refer to the attached agreement for the provision of limited professional services with proposed manpower and a budget estimate for engineering and subcontractor services which totals \$496,067.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'George Murfee', is written over a light blue circular stamp or watermark.

George Murfee, P. E.

11051.235

An Agreement for the Provision of Limited Professional Services

Murfee Engineering Co., Inc.
1101 Capital of Texas Hwy. South, Building D
Austin, Texas 78746
(512) 327-9204
Federal Tax ID #74-2742570

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

Date: April 5, 2024

Project No.: 11051.235

Project Name: 12" Water Transmission Main (Geneva Pkwy to Ledgestone Terrace)

Scope/Intent and Extent of Services: Engineering Services for construction of the ~2,000 linear foot of 12" Water Transmission Main project shall include the development of plans and specifications, submittal for approval(s) from the City of Austin, Travis County, TCEQ, and TXDOT as required, responding to staff review comments, and managing the approval process. Preparation of design plans shall include topographic, property, and tree surveying, and aerial imagery documentation, as necessary to provide a complete set of plans and specifications for construction. Construction phase services will include administration of the construction contract, which consists of the bidding phase, review of submittals, construction observation & testing, review, and recommendation of pay applications, attendance of on-site and office coordination meetings, and all services necessary to adequately administer the construction contract through the warranty period, including engineer's certifications upon completion.

The project has existing easements that will be utilized to the fullest extent. The transmission main project design, plans, and specifications are required as soon as possible. Additional easements are anticipated for temporary construction. Additional utility easements may be required. Note that easement procurement is a task with uncertainty regarding the time and success of obtaining required easements. Our efforts will include coordination with legal and right of way agents to obtain rights of entry, prepare preliminary pipe alignment and modify alignments to the final plan, as necessary. The preliminary alignment is for the proposed 12-inch pipeline to parallel the existing 6-inch pipeline, which is the most feasible route. If unavoidable circumstances result in alignment modifications after the initial design of plan and profile sheets due to easement or environmental constraints, work to redesign the plans will be performed on a tract-by-tract basis.

Fee Arrangement: Time and materials in accordance with the approved rate sheet with an estimated fee for general engineering and subcontractors of \$496,067.00 which fee shall not be exceeded without prior approval by the client. The budget estimate is further detailed in the attached table.

Preparation of Design Plans & Specifications	\$71,212
Permitting & Agency Coordination	\$99,300
Easement Acquisition Coordination	\$63,520
Bidding and Construction Phase Services	<u>\$52,135</u>
Sub Total	\$286,167

Subcontractors:	
Surveying & Easement Preparation (CSCI)	\$52,400
Environmental (ACI)	\$32,000
Title / Appraisals (LR)	\$18,000
Easement Agent (LR)	\$75,600
Subsurface Utility Engineering (SrvWest)	<u>\$31,900</u>
Sub Total	\$209,900
Total	\$496,067

Terms and Conditions: The attached Terms and Conditions are a part of this agreement.

Offered by:
MURFEE ENGINEERING CO., INC.

Accepted by:



George Murfee, P.E., President (Date)

(Signature) (Date)

MURFEE ENGINEERING COMPANY, INC.

HOURLY RATE SCHEDULE

Effective June 1st, 2021

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal	\$325
Managing Engineer	\$275
Senior Project Manager	\$225
Project Manager	\$200
Senior Project Engineer	\$185
Project Engineer	\$170
Engineering Technician II	\$140
Engineering Technician I	\$120
Senior CAD Design Technician	\$165
CAD Design Technician	\$135
Draftsperson	\$115
Project Administration Manager	\$185
Project Admin - Construction	\$110
Technical Admin Assistant/Intern	\$100
Financial Services	\$90
Executive Assistant	\$75
Administrative Assistant	\$65
Reimbursable Expenses	Cost + 15%

TERMS AND CONDITIONS

Murfee Engineering Company, Inc. (MEC) shall perform the services outlined in this Agreement for the stated fee arrangement.

Access to Site: Unless otherwise stated, MEC will have access to the site for activities necessary for the performance of the services. MEC will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution: Any claims or disputes made during design, construction or post-construction between the Client and MEC shall be submitted to non-binding mediation. Client and MEC agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments: Invoices for MEC's services shall be submitted, at MEC's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, MEC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless MEC, or his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of MEC.

Certifications, Guarantees and Warranties: MEC shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence MEC cannot ascertain.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and MEC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, MEC's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed an amount equal to the limits of professional liability insurance held by MEC. Such causes include, but are not limited to, MEC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services: The Client or MEC may terminate this Agreement should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay MEC for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All documents produced by MEC under this Agreement shall remain the property of MEC and may not be used by the Client for any other endeavor without the written consent of MEC.

Design With Construction Administration: If the basic services under this Agreement include project observation or review, MEC shall visit the site at intervals appropriate to the stage of construction, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow MEC, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. MEC shall not supervise, direct or have control over the Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. MEC shall not be responsible for any acts or omissions of the Contractor and MEC does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

Design Without Construction Administration: If the basic services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the client waives any claims against MEC that may be in any way connected thereto. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MEC from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of MEC.

Hazardous Materials – Suspension of Services: Both parties acknowledge that MEC's scope of services does not include any services related to the presence of any hazardous or toxic materials. The Client agrees to indemnify and hold harmless MEC from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of MEC.

Betterment: If, due to MEC's negligence, a required item or component of the Project is omitted from MEC's construction documents, MEC shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will MEC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ITEM F

An Agreement for the Provision of Limited Professional Services

Murfee Engineering Co., Inc.
1101 Capital of Texas Hwy. South, Building D
Austin, Texas 78746
(512) 327-9204
Federal Tax ID #74-2742570

Client: West Travis County PUA
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
jriechers@wtcpua.org

Date: April 4, 2024

Project No.: 11051-238

Project Name/Location: West Travis County Public Utility Agency
Wholesale Supply Flow Control Valve Design & Approvals

Scope/Intent and Extent of Services: Engineering Services for the design of an adjustable flow control valve assembly to be located at the existing wholesale meter locations, beginning with the DSWSC. Based on our understanding from the direction provided by the Board, and in collaboration with the staff, MEC will design a retrofit design for a flow control and monitoring system to be located at the wholesale master meter.

Fee Arrangement: Time and materials in accordance with the approved rate sheet with an estimated fee as follows and detailed on the attached man-hour allocation:

Prepare detailed construction plans for DSWSC \$93,000

Estimated fee does not include significant cost associated with additional easements, TXDOT permit for ROW installation, and additional environmental requirements. The estimated fees do not include City of Dripping Springs and Hays County permitting engineering reports, subsurface utility engineering, construction staking, environmental reports, geotechnical or material testing. Right of entry and Easement Procurement for permanent and/or construction easements is not included, and it is anticipated that the coordination with the landowners will promote the necessary means for performing work.

Terms and Conditions: The approved Terms and Conditions are a part of this agreement.

Offered by:
MURFEE ENGINEERING CO., INC.

Accepted by:
West Travis County Public Utility Agency

George Murfee, P.E. – President (Date)

Scott Roberts, Pres. WTCPUA (Date)

MANPOWER & BUDGET ESTIMATE

Client: WTCPUA
 Project: Ledgestone Terrace Waterline Relocatoin (Travis CTNR Drainag Imp)

Task	Employee Classification	Principal	Managing Engineer	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Project Administration Manager	Technical Admin As	Engineering Technician II	Engineering Technician I	Senior CAD Design Technician	CAD Design Technician	Draftsperson	Financial Services	Executive Assistant	Technical Admin Assistant/Intern	Administrative Assistant	Total Hours	Labor Cost
	Hourly Rate	\$325	\$275	\$225	\$200	\$185	\$170	\$185	\$100	\$140	\$120	\$165	\$135	\$115	\$90	\$75	\$100	\$65		
Prelim Research and Records review		60	30				10				10							0	110	\$ 30,650.00
Design and Planning		30	30				30		15	20	75		80	20				12	312	\$ 50,280.00
Electrical Subconsultant Estimated Fee																		0	0	\$ 11,500.00
																		0	0	\$ -
																		0	0	\$ -
MEC Total																		0		\$ 92,430.00

ITEM G

WATER CONSERVATION & DROUGHT CONTINGENCY PLAN

for the

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

July 2013
Amended October 2014
Amended April 2019
Amended August 2019
Amended September 2022
Amended April 2024

Prepared by:
West Travis County Public Utility Agency
and
Malone/Wheeler, Inc.
Texas Registered Engineering Company No. F-786
5113 Southwest Parkway, Suite 260
Austin, Texas 78735

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1.0 INTRODUCTION

The West Travis County Public Utility Agency (WTCPUA) has developed this Water Conservation and Drought Contingency Plan (Plan) for its treated water utility systems to manage public water resources efficiently and to plan appropriate responses to emergency and drought conditions. This Plan fulfills requirements of the Texas Administrative Code (TAC), Title 30, §§288.2, 288.20 and 288.22, regarding water conservation and drought contingency planning for municipal water suppliers. Appendix A provides details on how the Water Conservation and Drought Contingency Plan adheres to the TAC requirements for water conservation and drought contingency plans. The Plan recognizes that conservation is a valuable tool in managing water and wastewater utility systems. Water conservation can extend available water supplies; reduce the risk of shortage during periods of extreme drought; reduce water and wastewater utility operating costs; improve the reliability and quality of water utility service; reduce customer costs for water service; reduce wastewater flows; improve the performance of wastewater treatment systems; enhance water quality and protect the environment.

1.1 Authorization and Implementation

The WTCPUA Board of Directors is authorized and directed to implement the applicable provisions of this Plan. The WTCPUA Board of Directors has the authority to initiate and terminate drought or other water supply emergency response measures as described in this Plan.

Further, the WTCPUA Board of Directors designates the General Manager to act as administrator of this Plan. The administrator will oversee the implementation of the program and will be responsible for ensuring that staff keeps adequate records for program verification. LCRA water conservation staff will assist with implementation of programs and projects described in this Plan.

1.2 Public Involvement

This Plan is based on the *2014 Raw Water Conservation Plan*, the *2019 Drought Contingency Plan for Firm Water Customers*, the *2013 Drought Contingency Plan Rules for Water Sale Contracts*, and the *2015 Water Conservation Plan Rules for Water Sale Contracts*. All customers in the service area of the utilities were provided an opportunity for input through the LCRA and WTCPUA adoption processes. Any future revisions to this Water Conservation and Drought Contingency Plan will be made through a process that includes the opportunity for public participation.

1.3 Application

This Plan applies to treated (potable) water utility systems, both wholesale and retail, owned and operated by WTCPUA.

1.4 Coordination with Regional Water Planning Groups

The service area of the WTCPUA is located within the Lower Colorado Regional Water Planning Area and WTCPUA will provide a copy of this Plan to LCRA, the Lower Colorado Regional Water Planning Group (Region K) and applicable governmental entities.

2.0 DEFINITIONS

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative features such as fountains, reflecting pools and water gardens.

Agriculture water use: water use for fruit and vegetable gardens.

Conservation: those practices, techniques, and technologies that reduce water consumption; reduce the loss or waste of water; improve the efficiency in water use; and increase the recycling and reuse of water so that supply is conserved and made available for future use.

Customer: any person, company, or organization using water supplied by WTCPUA.

Domestic water use: use of water by an individual or a household to support its domestic activity. Such use may include consumption, washing, or cooking; irrigation of lawns, family garden or orchard; consumption by animals; and recreation including fishing, swimming, and boating. If the water is diverted, it must be diverted solely through the efforts of the user. Domestic use does not include water used to support activities for which consideration is given or received or for which the product of the activity is sold.

Industrial water use: water used in commercial processes, including commercial fish and shellfish production and the development of power by means other than hydroelectric. This does not include agricultural use.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Livestock water use: water used for the open-range watering of livestock, exotic livestock, game animals or fur-bearing animals. For purposes of this definition, the terms "livestock" and "exotic livestock" are to be used as defined in § 142.001 of the Agriculture Code, and the terms "game animals" and "furbearing animals" are to be used as defined in §63.001 and §71.001, respectively, of the Parks and Wildlife Code.

“New landscape” means:

- a. Installed during construction of a new house, multi-family building, or commercial building;
- b. Installed as part of a governmental entity’s capital improvement project; or
- c. Alters more than one-half of the area of an existing landscape.

Non-essential water use: water uses that are not essential or are not required for the protection of public health, safety and welfare, such as:

- a. Irrigating landscape areas, including parks, athletic fields, and golf courses, except for as otherwise provided under this Plan;
- b. Washing any motor vehicle, motorbike, boat trailer, airplane, or other vehicle;
- c. Washing any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d. Washing buildings or structures for purposes other than immediate fire protection;
- e. Flushing gutters or permitting water to run or accumulate in any gutter or street;
- f. Filling, refilling, or adding to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- g. Filling a fountain or pond for aesthetic or scenic purposes except when necessary to support aquatic life; and
- h. Failure to repair a controllable leak within a reasonable period after having been directed to do so by formal notice.

Use of water for agriculture or livestock is not included in the definition of “non-essential water use.”

Retail Water Customer: an individual or entity that purchases water from an LCRA water utility for its consumption.

Wholesale Treated Water Customer: an individual or entity that purchases raw water from LCRA to sell to the public for consumption.

3.0 WATER CONSERVATION PLAN

3.1 Service Area Characteristics and Goals

The WTCPUA Water System provides water to about 9,000 commercial and residential customer accounts which represents an equivalent population of approximately 31,500. In addition, the WTCPUA Water System also provides water service for seventeen wholesale water customers with an estimated equivalent population approximately 45,400 for a total population served of approximately 76,900.

The WTCPUA Water System serves mostly single-family residential homes, although the number of multi-family, mixed-use, and commercial customers has grown significantly in the past five years. The service area generally consists of residential and commercial development west of the City of Austin— in and around the City of Bee Cave, along Hamilton Pool Road, and along State Highway 290 from Austin to the City of Dripping Springs.

The two- year average for total gallons per capita per day water use (GPCD) was 120 which includes both wholesale and retail treated water customers. Of the 120 GPCD, approximately 13 GPCD was attributable to unbilled water in 2023 (*e.g.*, losses, waterline & hydrant flushing, *etc.*), or 11 percent of total water use.

The water demands in this region more than triple during the summer months due to water for outdoor irrigation purposes. With this in mind, the WTCPUA has focused its conservation and demand management measures on outdoor water use and will continue to expand this effort to meet the growing need for water in this system.

3.2 Water Conservation Goals

In accordance with Title 30 TAC, Chapter 288 rules, water conservation plans must have specific, quantified goals for municipal use in gallons per capita per day (GPCD). Water conservation goals for WTCPUA were established in 2014 using baseline data available at that time.

Conservation goals for the WTCPUA have been set for three metrics:

1. Total unit water use reduction (GPCD)
2. Peak day demand reduction (peak day/average day)
3. System-wide water loss reduction.

The five-year total unit water use reduction goal is five percent (5%), or a unit usage of 114 GPCD. The 10-year goal for total unit water use reduction is an additional five percent (5%), or a total unit usage of 108 GPCD.

The five-year, peak day demand reduction goal is ten percent (10%) or a peak day/average day ratio of 1.84. The ten-year goal for peak day demand reduction is an additional five percent, or a peak day annual average ratio of 1.75.

The water loss reduction goal is five percent (5%), or a total water loss 10.5% compared to a total water loss of 11% in 2023 as a percentage of total water produced at the water treatment plant (WTP).

3.3 Water Conservation Strategies

The water conservation strategies to meet these goals include measures to decrease outdoor water use, which will decrease overall water use and peak day demands, and strategies to reduce system-wide water loss. Additional strategies include expanded public education and outreach efforts.

3.3.1 Watering Schedule

In October 2014, the WTCPUA Board approved a plan to adopt a year-round, mandatory twice-weekly watering schedule for the West Travis County Regional Water System, to conserve water, and lower daily peak demand at the water treatment plant.

This schedule assumes an application rate of one inch of water per week in two half-inch applications. According to research, one inch of water per week is sufficient to sustain most residential lawns and landscapes. However, multiple applications on yards of shallow soil depth allow for less runoff and improved soil retention.

3.3.2 Increasing Block Water Rates

The West Travis County Regional Water System has a multi-tiered, increasing block water rate that reflects the cost drivers for the water systems and sends a water conservation price signal to customers.

Copies of the complete rates schedules for these systems are available on the WTCPUA web site.

3.3.3 LCRA WaterSmart Rebates Program

The WTCPUA promotes LCRA's WaterSmart Rebates program, which can help offset the cost of upgrading irrigation systems and maintaining landscapes and pools to help customers save water and money. LCRA provides rebates of 50 percent of the total cost, or up to \$600 per residential property, for irrigation evaluations, retrofitting or replacing irrigation system equipment, new pool filters and covers, aeration, compost, and mulch.

3.3.4 Landscape Irrigation Standards

In June 2008, the Texas Commission on Environmental Quality (TCEQ) adopted new water efficiency rules for the design, installation, and maintenance of landscape irrigation systems, effective January 1, 2009. Compliance with the rules is required of municipalities with populations of 20,000 or more and allows water districts to adopt and enforce them.

WTCPUA will evaluate adopting and enforcing supplemental standards for the design, installation, and maintenance of landscape irrigation systems in its retail utility service area.

3.3.5 Conservation Landscape Best Management Practices

WTCPUA reviews all applications for irrigation meters to ensure meters are sized correctly, landscape irrigation complies with WTCPUA's two-day-a-week watering restrictions, and best management practices (BMP) are followed.

3.3.6 Water Loss

WTCPUA has experienced rapid growth. In such systems, water loss typically occurs from construction flushing and theft. In addition, additional flushing is needed to maintain water quality in dead-end lines. WTCPUA evaluates the water losses for our systems and determines the best corrective actions to minimize those losses, which can include monthly audits and can include monthly audits or periodic inspections along distribution lines.

3.4 Adoption of Plan

Formal adoption of the Water Conservation Plan will be by a resolution from the West Travis County Public Utility Agency Board of Directors.

4.0 ADDITIONAL WATER CONSERVATION STRATEGIES

4.1 Water Monitoring and Records Management

WTCPUA maintains records of water distribution and sales through a central customer consumption tracking and billing system. The billing system provides a way to compile, present, and view water-use and billing information.

4.2 Water Metering

WTCPUA Water Contract Rules impose requirements on wholesale customers, which require all water meters to be accurate within plus or minus 5 percent of the indicated flow over the possible flow range. The meters are read on a monthly basis, and must be calibrated annually.

WTCPUA follows metering, leak detection, and repair requirements as stated in the LCRA *Water Conservation Plan Rules*. Water is metered in and out of the WTCPUA water treatment plant.

The water use of all retail customers is also metered. A regularly scheduled maintenance program of meter repair and replacement is performed in accordance with the manufacturer's recommendations. In 2019 the WTCPUA completed replacement of all aging retail customer meters with smart meters—approximately 3,000 meters in total. Zero consumption accounts are checked to see if water is actually being used or not recorded.

4.3 Wholesale Water Conservation Plans

Each wholesale treated water customers must develop a drought contingency and a water conservation plan in accordance with LCRA *Water Contract Rules*. The plans must include a governing board resolution, ordinance, or other official document noting that the plan has been formally adopted by the utility. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and implement a water conservation and drought contingency plan.

WTCPUA provides technical assistance with the development and review of wholesale treated water customers' water conservation plans and programs. LCRA assists with the development of rules and regulations that encourage water conservation, such as adding water conservation components into landscape ordinances. Conservation education materials are available to wholesale customers for either no charge, or at a reduced rate.

WTCPUA also requires drought contingency plans, which meet or exceed LCRA rules for drought contingency plans, for each of its wholesale treated water customers.

4.4 Education and Outreach

4.4.1 Water Conservation Public Awareness Program

WTCPUA posts its Water Conservation and Drought Contingency Plan, Water Conservation Tips and the LCRA WaterSmart Rebates program on its web site to promote and ensure customer awareness of water conservation. WTCPUA also promotes water conservation through direct customer communications through Constant Contact, billing insert notifications, and website alerts for changes in Drought Contingency Plan Stages.

4.4.3 WaterSmart Landscaping for Central Texas

WTCPUA promotes the LCRA WaterSmart landscape guidelines to help homeowners and homebuilders create well-designed, water-efficient landscapes.

4.4.4 Highland Lakes Firm Water Customer Cooperative (HLFWCC).

WTCPUA is a member of HLFWCC which is comprised of municipal utilities that have firm water wholesale contracts with LCRA. HLFWCC meets quarterly to discuss water utility management, conservation best management practices, and LCRA water plans. Feedback is provided through periodic meetings with LCRA.

4.4.5 Support and Participation in Other Organizations

WTCPUA supports and participates in organizations that promote water conservation, including the Texas Water Conservation Association, and the Hill Country Alliance.

5.0 DROUGHT CONTINGENCY PLAN

5.1 Permanent Water Use Restrictions

The following restrictions apply to all WTCPUA water utility systems on a year-round basis, regardless of water supply or water treatment plant production conditions.

According to the restrictions, a water user must not:

- (1) Fail to repair a controllable leak, including:
 - a. a broken sprinkler head,
 - b. a leaking valve,
 - c. leaking or broken pipes, or
 - d. a leaking faucet.
- (2) Operate an irrigation system:
 - a. with a broken head,
 - b. with a head that is out of adjustment and the arc of the spray head is over a street or parking area, or
 - c. with a head that is fogging or misting because of excessive water pressure.
 - d. between 10 a.m. and 7 p.m.
- (3) During irrigation, allow water:
 - a. to run off a property and form a stream of water in a street for a distance of 50 feet or greater, or
 - b. to pool in a street or parking lot to a depth greater than one-quarter of an inch.
- (4) Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler more than twice per week or outside of scheduled days and times as indicated below:

Residential

Addresses ending in 0,1,2,3: Monday and Thursday.

Addresses ending in 4,5,6: Tuesday and Friday

Addresses ending in 7,8,9: Wednesday and Saturday

Commercial (including large landscapes such as HOA common areas)

Tuesday- and Friday

Watering Hours:

Midnight to 10 a.m. and 7 p.m. to midnight

5.2 Drought Response Stages – Retail Customers

The WTCPUA General Manager shall monitor water supply and demand conditions and shall determine when conditions warrant initiation and termination of each stage of the Drought Contingency Plan. Water supply conditions will be determined by the availability of the source of supply for individual service areas, system capacity, and weather conditions. Demand will be measured by the peak daily demands on each system. Notification of the initiation or termination of drought response stages shall be

by a variety of methods, possibly including local media, direct mail to each customer, the WTCPUA web site, and signs posted at other public places.

Any or all of the measures described in this Plan may be implemented on an area basis that is appropriate to the triggering criteria.

All demand management measures under the four stages of this DCP are mandatory and subject to enforcement.

5.2.1 Stage 1 – Mild Water Shortage

Requirements for initiation — Affected customers shall be required to comply with the Stage 1 Drought Response Measures of this Plan when the following triggering criteria are met:

- a. When total daily water demand equals or exceeds
 - i. 80 percent of the total design capacity of the WTCPUA water treatment plant for three consecutive days; or
 - ii. 90 percent of the total design capacity of the WTCPUA water treatment plant for a single day;
- b. source water contamination results in compromised capacity of the treatment and delivery systems;
- c. mechanical or electrical failure of a system component results in compromised treatment and/or delivery capacity;
- d. the combined storage of lakes Travis and Buchanan drops below 1.1 million acre-feet; or
- e. the LCRA initiates Stage 1 of its DCP.

Requirements for termination — Stage 1 of the Plan may be rescinded when:

- a. When water treatment plant capacity condition listed above as a triggering event are predicted to cease for an extended period;
- b. the source water contamination event or mechanical or electrical failure of a system component is resolved;
- c. The combined storage of lakes Travis and Buchanan increases above 1.2 million acre-feet; or
- d. LCRA announces that curtailment of water supplies to firm water customers is no longer required under the drought contingency measures of the LCRA DCP.

Supply Management Measures:

The WTCPUA will:

- a. Apply water-use restrictions prescribed for Stage 1 of the Plan to WTCPUA facilities for which Stage 1 has been declared.

- b. Discontinue water main and line flushing unless necessary for public health reasons; and
- c. Keep customers informed about issues regarding current and projected water supply and demand conditions.

Demand Management Measures:

Water Supply Reduction Target: Achieve a 10% reduction in water use.

Under threat of penalty as described in Section 5.4, the following water-use restrictions shall apply to all retail water customers:

Irrigation of Landscaped Areas:

- a. Outdoor watering hours will be limited to between midnight and 10 a.m. and between 7 p.m. and midnight on designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of:
 - i. Hand-held hose; or
 - ii. Faucet-filled bucket or water can of five gallons or less
- c. New landscapes may be installed, and re-vegetation seeding performed under these specific criteria:
 - i. The mandatory twice weekly watering schedule is adhered to.
 - ii. If a deviation from the twice weekly schedule is required, that a completed variance form for new landscapes has been submitted to WTCPUA and has been approved prior to the installation of the landscape, or re-vegetation seed application; and
 - iii. Irrigation of the new landscape, or application follows the schedule identified in the new landscape variance:
 - 1. once a day for the first 10 days after installation;
 - 2. once every other day before 10 a.m. and after 7 p.m. for days 11 through 20 after installation
 - 3. once every third day before 10 a.m. and after 7 p.m. for day 21 through 30 after installation.
 - iv. Alternatives to re-vegetation may be available in times of low water supply. Specific information regarding such alternatives is available in the LCRA Highland Lakes Watershed Ordinance Technical Manual (sec. 3.2.8).
 - v. Variances for new landscapes and re-vegetation will be issued for

the shortest period necessary to reasonably assure the landscapes survival. A variance is not an exemption from compliance with the permanent water use restrictions under *Permanent Water Restrictions* of this plan other than schedule. Variances will not be granted for seasonal “color bed” or temporary grass installation (over seeding).

Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on designated watering days between the hours of midnight and 10 a.m. and between 7 p.m. and midnight. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

Events:

Events involving the use of water such as: car washes, festivals, parties, water slides, and other activities involving the use of water are permitted, if the water being used drains to a re-circulating device, or is used for a beneficial purpose such as watering landscaping to prevent water waste.

Restaurants:

All restaurants are encouraged to serve water to their patrons only upon request.

Recreational Areas (Includes Parks and Athletic Fields):

The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow irrigation of landscaped areas schedule. A variance can be applied for if necessary.

Water Waste:

The following uses of water are prohibited at all times during periods in which restrictions have gone into effect unless a variance has been approved:

- a. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious outdoor surfaces; except for immediate health and safety;
- b. Washing buildings, houses or structures with a pressure washer or garden hose is prohibited for aesthetic purposes but permitted for surface preparation of maintenance work to be performed;
- c. Controlling dust, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of a construction plan approved by a governmental entity;
- d. Flushing gutters or allowing a substantial amount of water to run off a property and accumulate in a gutter, street, or parking lot to a depth greater than one-fourth of an inch.

5.2.2 Stage 2 – Moderate Water Shortage

Requirements for initiation – Customers shall be required to comply with Stage 2 Drought Response Measures of this Plan when moderate water shortage conditions exist. WTCPUA will recognize that a moderate water shortage condition exists when any of the following criteria is met:

- a. When total daily water demand equals or exceeds:
 - i. 85 percent of the total design capacity of the WTCPUA water treatment plant for three consecutive days;
 - ii. 95 percent of the total design capacity of the WTCPUA water treatment plant for a single day; or
 - iii. the total design capacity of the WTCPUA raw water transmission main for three consecutive days;
- b. source water contamination results in compromised capacity of the treatment and delivery systems;
- c. mechanical or electrical failure of a system component results in compromised treatment and/or delivery capacity;
- d. target reduction for the Stage 1 demand management measures is not achieved;
- e. the combined storage of lakes Travis and Buchanan drops below 900,000 acre-feet; or
- f. the LCRA initiates Stage 2 of its DCP.

Requirements for termination — Stage 2 of the Plan may be rescinded when:

- a. The WTCPUA water treatment plant capacity condition listed above as a triggering event is predicted to cease for an extended period;

- b. the source water contamination event or mechanical or electrical failure of a system component is resolved;
- c. the combined storage of lakes Travis and Buchanan increases above 1.1 million acre-feet; or
- d. LCRA announces that curtailment of water supplies to firm water customers is no longer required under drought contingency measures of the LCRA DCP.

Upon termination of Stage 2, Stage 1 becomes operative.

Supply Management Measures:

In addition to measures implemented in the preceding stages of the Plan, affected WTCPUA water utility systems will implement additional water control options to limit water to only critical use for protection of health and safety and maintenance of treatment quality.

Demand Management Measures:

Water Supply Reduction Target: Achieve a minimum 20% reduction in water use.

Under threat of penalty as described in Section 5.4, all retail customers are required to further reduce non-essential water uses as follows. All requirements of Stage 1 shall remain in effect during Stage 2, with the following modifications and additions:

Irrigation of Landscaped Areas:

Outdoor watering will be restricted to the following once-weekly schedule:

Addresses ending:

Monday	1, 3
Tuesday	2, 4
Wednesday	5, 7
Thursday	6, 8
Friday	9, 0
Saturday	All commercial & HOAs

No irrigation with in-ground irrigation systems is allowed from November through February.

Outdoor watering hours will be limited to between 7 p.m. to 10 p.m. and 6 a.m. to 10 a.m. on designated days, as shown above. This prohibition does not apply to irrigation of landscaped areas if it is by means of:

- i. Hand-held hose; or
- ii. Faucet-filled bucket or water can of five gallons or less.

New landscapes may only be installed if they do not require a variance to the mandatory watering schedule. No variances will be approved.

Vehicle Washing:

Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. A vehicle can be washed at any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

Pools:

- a. Filling of all new and existing swimming pools, hot tubs, wading pools, is prohibited, unless application for variance is approved on a case by case basis. Replenishing to maintenance level is permitted. Draining is permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
 - i. Draining excess water from pool due to rain in order to lower water to maintenance level;
 - ii. Repairing, maintaining or replacing pool components that have become hazardous; or
 - iii. Repair of a pool leak.
- b. Refilling of public/community swimming pools permitted only if pool has been drained for repairs, maintenance, or replacement as outlined in items above.

Outside Water Features:

Operation of outside water features, such as, but not limited to, fountains or outdoor misting systems, is prohibited, except where such features are designed and consistently maintained to sustain aquatic life or maintain water quality. WTCPUA may require proof of such design and consistent maintenance.

Ponds:

Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. WTCPUA may require proof of specific design documentation regarding a pond and the intended purpose.

Events:

Events involving the use of water such as: car washes, festivals; parties; water slides; and other activities involving the use of water are prohibited.

Recreational Areas (Includes Parks and Athletic Fields):

The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering is prohibited except with a hand-held hose.

5.2.3 Stage 3 – Severe Water Shortage

Requirements for initiation – Customers shall be required to comply with Stage 3 Drought Response Measures of this Plan when severe water shortage conditions exist. WTCPUA will recognize that a severe water shortage condition exists when either of the following criteria is met:

- a. When total daily water demand equals or exceeds:
 - i. 90 percent of the total design capacity of the WTCPUA water treatment plant for three consecutive days; or
 - ii. 100% of the total design capacity of the WTCPUA water treatment plant for a single day;
- b. source water contamination results in compromised capacity of the treatment and delivery systems;
- c. mechanical or electrical failure of a system component results in compromised treatment and/or delivery capacity;
- d. target reduction for the Stage 2 demand management measures is not achieved;
- e. the combined storage of lakes Travis and Buchanan drops below 750,000 acre-feet; or
- f. the LCRA initiates Stage 3 of its DCP.

Requirements for termination — Stage 3 of the Plan may be rescinded when:

- a. The WTCPUA water treatment plant capacity condition listed above as a triggering event is predicted to cease for an extended period;
- b. The combined storage of lakes Travis and Buchanan increases above 825,000 acre-feet
- c. LCRA announces that curtailment of water supplies to firm water customers is no longer required under drought contingency measures of the LCRA DCP.

Upon termination of Stage 3, Stage 2 becomes operative.

Supply Management Measures:

In addition to measures implemented in the preceding stages of the plan, affected WTCPUA water utility systems will implement additional water control options to

limit water to only critical use for protection of health and safety and maintenance of treatment quality.

Demand Management Measures:

Water Supply Reduction Target: Achieve a minimum 30% reduction in water use.

Under threat of penalty for violation as described in Section 5.4, customers are required to eliminate non-essential water uses during an emergency. This includes, but is not limited to the following measures:

Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to four hours a day between the hours of 6 a.m. and 10 a.m. during the following once-weekly schedule:

Addresses ending:	
Monday	1, 3
Tuesday	2, 4
Wednesday	5, 7
Thursday	6, 8
Friday	9, 0
Saturday	All commercial & HOAs

No irrigation with in-ground irrigation systems is allowed from November through February.

Outdoor watering hours for hand watering will be limited to between 6 a.m. and 10 a.m. on the same designated days that apply to watering with hose-end sprinklers or irrigation systems. The allowed methods of hand watering landscaped areas are:

- i. Hand-held hose;
- ii. Faucet-filled bucket or water can of five gallons or less;
- iii. Soaker hose; or
- iv. Tree gator watering bags

New landscapes may only be installed if they do not require a variance to the mandatory watering schedule. No variances will be approved.

Fire Hydrants:

Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety and welfare. Use of water from designated fire hydrants for construction purposes may be allowed under

special conditions and will require a meter; a variance application must be submitted and approved before a hydrant meter will be provided.

5.2.4 Stage 4 – Emergency Water Conditions

The WTCPUA General Manager or designee will notify affected retail customers, wholesale customers, and the media of the initiation and termination of Stage 4. Examples of a water emergency include, but are not limited to, the following:

- a. Major water line breaks, loss of distribution pressure, or pump system failures that cause substantial loss in its ability to provide water service;
- b. Contamination of the water supply source; or
- c. Any other emergency water supply or demand conditions that the WTCPUA General Manager or designee, determines to constitute a water supply emergency more severe than that contemplated in the triggers contained in the LCRA Water Management Plan; or

Upon declaration of Stage 4—Emergency Water Conditions, water use restrictions outlined in Stage 4 Emergency Response Measures shall immediately apply and be in effect until lifted by WTCPUA.

Emergency Measures

Water Supply Reduction Target: As determined by the WTCPUA Board of Directors.

Under threat of penalty for violation as described in Section 5.4, customers are required to eliminate non-essential water uses during an emergency. This includes, but is not limited to the following measures:

- a. Irrigation of any landscaped areas is prohibited.
- b. Irrigation of foundations, trees and vegetable gardens is allowed with hand-held hoses with a working on/off nozzle, bucket, drip irrigation or soaker hoses for 4 hours between the hours of 6 a.m. and 10 a.m. one day per week on designated days only.
- c. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- d. No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.
- e. Additional measures may be added as needed.

5.3 Drought Response Stages – Wholesale Customers

All WTCPUA wholesale treated water customers are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 TAC §§288.20 and §288.22. The measures of this Plan must be at least as stringent as the drought response measures required by WTCPUA for its retail customers. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a drought contingency plan.

Stage 1 –Mild Water Shortage – Mandatory Measures

WTCPUA will keep wholesale treated water customers informed about demand and current and projected water supply conditions. WTCPUA will initiate discussions with wholesale treated water customers about potential curtailment and the implementation of mandatory measures to reduce water usage by 10%.

Stage 2 –Moderate Water Shortage – Additional Mandatory Measures

WTCPUA will contact its wholesale treated water customers to initiate additional mandatory measures to control water demand and to ensure capacity for emergency response requirements. Additional mandatory measures will include the curtailment of water use by a minimum of 20% in accordance with the wholesale treated water customer's own drought contingency plan.

Stage 3 –Severe Water Shortage – Additional Mandatory Measures

WTCPUA will contact its wholesale treated water customers to initiate additional mandatory measures to control water demand and to ensure capacity for emergency response requirements. Additional mandatory measures will include the curtailment of water use by a minimum of 30% in accordance with the wholesale treated water customer's own drought contingency plan.

In addition, if the Stage 3 triggering criteria is based on a water supply shortage, WTCPUA will initiate the curtailment of water provided to wholesale treated water customers on a *pro rata* basis. The wholesale treated water customer's monthly allocation of water shall be based on a percentage of the customer's baseline water use. The percentage will be determined by the WTCPUA General Manager and may be adjusted as conditions warrant.

Stage 4 – Emergency Measures

Water Supply Reduction Target: As determined by the WTCPUA Board of Directors

WTCPUA will contact its wholesale treated water customers to initiate additional mandatory measures to control water demand and to ensure capacity for emergency response requirements. Additional mandatory measures will include the curtailment of non-essential water uses in accordance with the wholesale treated water customer's own drought contingency plan.

5.4 Conservation and Drought Contingency Plan Implementation

5.4.1 Public Notification

WTCPUA will periodically provide information about the drought contingency components of this plan, including (1) the conditions under which each stage of the Plan is to be initiated or terminated, and (2) the drought response measures to be implemented at each stage. This information will be provided by various means depending on the audience, including articles in the local media and special materials mailed to customers and available on the WTCPUA web site.

5.4.2 Enforcement for Retail Customers

The following enforcement provisions shall apply to all WTCPUA retail water customers:

- a. No person shall knowingly or intentionally allow the use of water from a WTCPUA water utility system for residential, commercial, industrial, agricultural, ornamental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time.
- b. Except as otherwise provided in this Section 5.4.2, any person who violates this Plan shall be subject to the following surcharges and conditions of service:
 - i. Following the first documented violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed.
 - ii. Following the second documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$200;
 - iii. Following the third documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$700;
 - iv. Following the fourth documented violation, the WTCPUA Board of Directors or its designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only

upon payment of a reconnection charge, hereby established at \$500, and any other costs incurred by a WTCPUA water utility system in discontinuing service, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$500 must be given to the WTCPUA Board of Directors or its designee, that the same action shall not be repeated while the Plan is in effect. The WTCPUA Board of Directors or its designee may apply the deposit to any surcharges or penalties subsequently assessed under this Plan against a customer. Any remaining amount of such deposit, if any, shall be returned to the customer at the time of the customer’s voluntary disconnection from the utility system.

- c. Compliance with this Plan also may be sought through injunctive relief in district court. Each day that one or more of the provisions in this Plan is violated shall constitute a separate violation. Any person, including one classified as a water customer of the WTCPUA, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show that he or she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children, but any such parent may be excused if he proves that he had previously directed the child not to use the water in violation of this Plan and that there is no reasonable expectation that parent could have known about the violation. Table 5-1 shows the progressive steps of the drought response enforcement process for retail customers.

Table 5-1: Drought Response Retail Enforcement Process

Documented Violation	Response
First	Notice of violation issued Customer is notified of actions to be taken if violations continue
Second	Penalty – \$200
Third	Penalty – \$700
Fourth and on	Service Disconnection \$500 reconnection fee and \$500 deposit required

5.4.3 Enforcement for Wholesale Customers

Wholesale treated water customers shall provide WTCPUA with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale customer’s own conservation and drought contingency plan.

In addition, wholesale treated water customers who fail to comply with the

conservation and drought contingency measures in the Plan may be subject to civil penalties or any other remedies available to WTCPUA by law or under the terms of the raw water or wholesale water contracts and subject to the penalties in Table 5-2 below:

Table 5-2: Wholesale Customer Drought Response Violation Penalties

Documented Violation	Response
First	Written notice of violation
Second	Penalty fee up to \$2,000
Third and on	Penalty fee up to \$10,000

5.4.4 Variances

- a. The WTCPUA Board of Directors or it's designee may grant variances:
 - i. From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and,
 - ii. Allowing the use of alternative water sources that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to Water Customer Services and need not meet the requirements of subsection (b) below.

- b. WTCPUA Board of Directors or its designee may grant in writing temporary variances for existing water uses otherwise prohibited under this Plan if it is determined that failure to do so would cause an emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:
 - i. Compliance with this Plan cannot be accomplished during the duration of the time the Plan is in effect, or
 - ii. Alternative methods can be implemented that will achieve the same level of reduction in water use.

- c. Persons requesting a variance from the provisions of this Plan shall file a petition for variance with WTCPUA Customer Service any time the Plan or a particular drought response stage is in effect. The WTCPUA General Manager, or designee, will review petitions for variances. The petitions shall include the following:
 - i. Name and address of the petitioner;
 - ii. Purpose of water use;
 - iii. Specific provision of the Plan from which the petitioner is requesting relief;
 - iv. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this Plan;
 - v. Description of the relief requested;

- vi. Period of time for which the variance is sought;
 - vii. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date; and
 - viii. Other pertinent information.
- d. Variances shall be subject to the following conditions, unless waived or modified by the WTCPUA Board of Directors or it's designee:
- i. Variances granted shall include a timetable for compliance.
 - ii. Variances granted shall expire when the Plan, or its requirements, is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

5.4.5 Plan Updates

The Plan will be reviewed consistent with LCRA and TCEQ rules and updated based on developments in the WTCPUA water service area.

5.4.6 Drought Surcharge

In order to offset the impact of lost revenues resulting from extended periods of implementing water conservation/drought contingency measures and/or due to implementation of LCRA raw water supply curtailments, the Board of Directors may assess a Drought Surcharge as authorized in the WTCPUA's Tariff, as may be amended from time to time.

5.4.7 Notification to LCRA and TCEQ

The WTCPUA shall notify the LCRA General Manager and the TCEQ Executive Director in writing within five (5) business days of the implementation of any mandatory provisions of this Drought Contingency Plan.

Appendix A – Adherence to TCEQ Chapter 288 Rules

As a municipal water supplier, the minimum requirements in the Texas Administrative Code for water conservation plans for municipal uses by public water suppliers are covered in this Plan as follows:

- 288.2 (a)(1)(A) – Utility Profile – Section 2.1, 3.1
- 288.2 (a)(1)(C) – Specific, Quantified Five- and Ten-Year Goals – Section 2.2, 3.2
- 288.2 (a)(1)(D) – Measure and Account Water Diverted – Section 4.1, 4.2
- 288.2 (a)(1)(E) – Universal Metering – Section 4.2
- 288.2 (a)(1)(F) – Measures to Determine and Control Unaccounted-for Uses of Water – Section 4.2
- 288.2 (a)(1)(G) – Continuing Public Education and Outreach – Section 4.4
- 288.2 (a)(1)(H) – Rate Structure that is not Promotional – Section 2.3.2, 3.3.2
- 288.2 (a)(1)(I) – Reservoir Systems Operation Plan – Water Management Plan.
- 288.2 (a)(1)(J) – Means of Implementation and Enforcement – Section 1.1, 1.6
- 288.2 (a)(1)(K) – Coordination with Regional Water Planning Group(s) – Section 1.4
- 288.2 (a)(2)(A) – Program for Leak Detection, Repair and Water Loss Accounting – Section 3.3.1
- 288.2 (a)(2)(B) – Record Management System with Customer Classification – Section 4.1
- 288.2 (a)(2)(C) – Wholesale Customer Conservation Plan Requirement – Section 4.3
- 288.2 (a)(3) – Additional Conservation Strategies – Section 2.3, 4.4

As a municipal water supplier, the minimum requirements in the Texas Administrative Code for drought contingency plans for municipal uses by public water suppliers are covered in this Plan as follows:

- 288.20 (a)(1)(A) – Public Input – Section 1.2
- 288.20 (a)(1)(B) – Continuing Public Education – Section 4.4
- 288.20 (a)(1)(C) – Coordination with Regional Water Planning Group(s) – Section 1.4
- 288.20 (a)(1)(D) – Monitoring and Criteria for the Initiation and Termination of Drought
- Response Stages – Section 5.2
- 288.20 (a)(1)(E) – Emergency Response Stages – Section 5.3
- 288.20 (a)(1)(F) – Water Use Reduction Targets – Section 5.3
- 288.20 (a)(1)(G) – Water Supply or Water Demand Management Measures – Section 5.3
- 288.20 (a)(1)(H) – Procedures for the Initiation or Termination of Drought Stages and Public
- Notification – Section 5.2,5.3,5.4.1
- 288.20 (a)(1)(I) – Variances Procedures – Section 5.4.4
- 288.20 (a)(1)(J) – Enforcement of Mandatory Water Use Restrictions – Section 5.4.2, 5.4.3

ITEM H

**ORDER DECLARING SURPLUS REAL PROPERTY
AND AUTHORIZING NOTICE AND SALE
(LCRA—Bee Cave Subdivision No. 1, Block A, Lot 2)**

THE STATE OF TEXAS §
 §
COUNTIES OF TRAVIS §
AND HAYS §

WHEREAS the West Travis County Public Utility Agency (the “Agency”) is a Texas public utility agency governed by Chapter 572 of the Texas Local Government Code;

WHEREAS the Agency owns certain real property recently re-platted as LCRA—Bee Cave Subdivision No. 1, Block A, Lot 2 at Document No. 202200327 in the Official Public Records of Travis County, Texas (“Lot 2”);

WHEREAS the Agency’s Board of Directors has assessed and considered the usefulness and value of Lot 2 and believes that Lot 2 is not needed by the Agency for operations of its water or wastewater systems;

WHEREAS the Board of Directors has determined that future use of Lot 2 for workforce housing would be of benefit to the community and Agency operations;

WHEREAS, the Board of Directors desires to declare Lot 2 as surplus property and to authorize public notice and sale of Lot 2 through the solicitation of sealed bids in accordance with Section 272.001 of the Texas Local Government Code, with heightened consideration to projects for workforce housing.

NOW THEREFORE, it is ordered by the Board of Directors of the West Travis County Public Utility Agency as follows:

Section 1: The above recitals are true and correct and are incorporated into this Order for all purposes.

Section 2: The Agency’s Board of Directors has determined and hereby declares that Lot 2 is surplus property and is not needed by the Agency.

Section 3: The Agency’s Board of Directors authorizes its General Manager to take all actions necessary to provide public notice of the sale of Lot 2 in the form attached at Exhibit A and to solicit sealed bids for purchase of the property in accordance with Texas law with heightened consideration for projects for workforce housing.

Section 4: The General Manager is further authorized to negotiate, execute and close on the sale of Lot 2 with a successful bidder on behalf of the Agency and to take such further action as necessary to carry out the intent of this Order.

PASSED AND APPROVED this 15th day of June 2023.

Scott Roberts, President

ATTEST:

Walt Smith, Secretary

EXHIBIT A

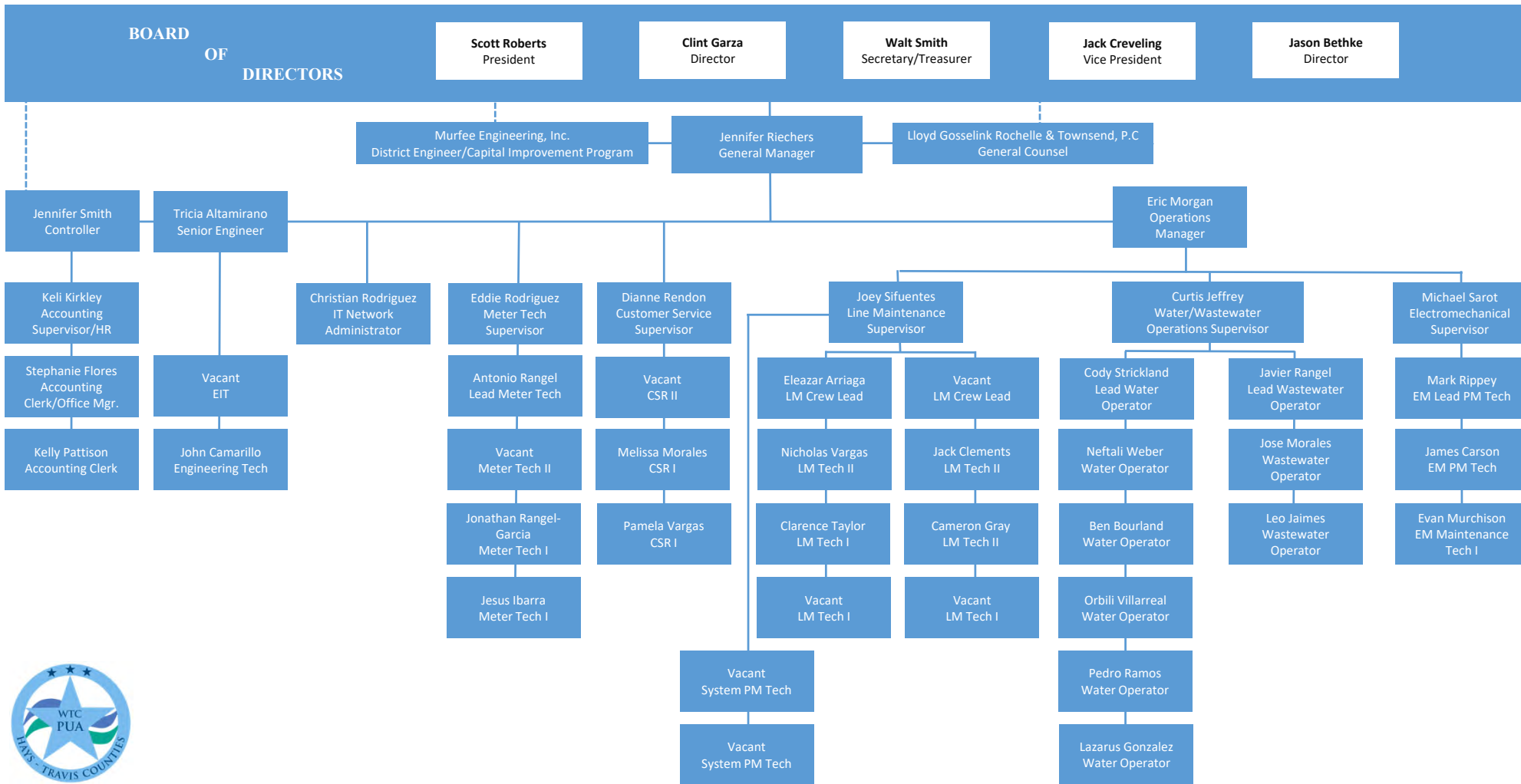
(to be published in a newspaper of general circulation in Travis County on two separate dates with the sale occurring no earlier than 14 days after the last publication date)

Notice of Offer of Sale of Land by West Travis County Public Utility Agency

The West Travis County Public Utility Agency (WTCPUA) has identified Lot 2, Block A of the LCRA—Bee Cave Subdivision Document No. 202200327 in the Official Public Records of Travis County along Highway 71 and west of the intersection with Hamilton Pool Road (the Property) as not needed by the WTCPUA and available for purchase. Property information and bid materials are available at _____. The WTCPUA will accept sealed bids from prospective purchasers no later than _____. Sealed bids may be submitted electronically or by hard copy to _____. Heightened consideration shall be given to bids committing to provide workforce housing projects for the area. WTCPUA reserves the right to accept or reject any or all bids. Please contact _____ for further information.

ITEM I

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY



Updated
August 17, 2023
44 positions

ITEM K

**RESOLUTION DECLARING THE PUBLIC NECESSITY FOR ACQUIRING BY
CONDEMNATION CERTAIN DESCRIBED REAL PROPERTY INTERESTS FOR
PURPOSES OF THE HIGHWAY 290 TRANSMISSION MAIN PROJECT, AND
AUTHORIZING LEGAL PROCEEDINGS TO SECURE RIGHT OF ENTRY
(9415 Highway 290, Austin, Texas 78736)**

**THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

WHEREAS, West Travis County Public Utility Agency (the “WTCPUA”), a public utility agency created by concurrent ordinance of Hays County (the “County”), the City of Bee Cave (the “City”), and Lake Pointe Municipal Utility District¹ (the “District”) and governed by Chapter 572 of the Texas Local Government Code, has determined that in order to promote public health, safety, and welfare, public necessity requires acquisition of the necessary easements for the Highway 290 Transmission Main Project (the “Project”) pursuant to the WTCPUA’s Capital Improvements Plan; and,

WHEREAS, the WTCPUA has not been able to agree on a fair market value of the real property interest sought by the WTCPUA, in compliance with all prerequisites of the laws of the State of Texas in order to acquire a permanent easement as described below.

WHEREAS, the WTCPUA desires to proceed with condemnation proceedings to obtain the permanent easement that is necessary to promote the public health, safety, welfare, and public necessity.

NOW THEREFORE, it is resolved by the Board of Directors of the West Travis County Public Utility Agency as follows:

1. That in order to promote the public health, safety, welfare, and public necessity requires the acquisition of a temporary and/or permanent utility easement(s) for the transportation of water and other facilities and uses incidental thereto or in connection therewith for the WTCPUA’s water treatment system, including but not limited to, construction, reconstruction, operation, maintenance, inspection and repair of transmission mains and other facilities or improvements, in the land described in the attached **Exhibit A**; and that public necessity and convenience require the condemnation of this property in order to acquire it for such purpose.

2. The WTCPUA legal representatives are hereby authorized and directed to initiate condemnation proceedings because the owner of the property at issue and the WTCPUA have been unable to agree on the value of the real property interests sought pursuant to the WTCPUA’s eminent domain authority to acquire the necessary permanent utility easement.

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

4. That all previous acts and proceedings done or initiated by the WTCPUA's agents, representatives, or employees for establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights for this easement are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

5. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 18th day of April, 2024.

Scott Roberts
President Board of Directors

ATTEST:

Walt Smith, Secretary
Board of Directors

Exhibit A

0.0696 Acre (Parcel A)
0.1267 Acre (Parcel B) (0.1963 Acres Total)
Temporary Construction Easements
Page 1 of 5

J. M. Oliver Survey No. 44, Abst. No. 2117

Project No. 22515.70
January 5, 2023

PARCEL A

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 0.0696 Acre situated in the J. M. Oliver Survey No. 44, Abst. No. 2117, Travis County, Texas, being a portion of Lot 8, Glen-Ledge Park, Section Two-A, a subdivision recorded in Book 82, Page 177 of Official Plat Records of Travis County, Texas, as conveyed to Occorp, LLC, by deed recorded in Document No. 2016096187 of the Official Public Records of Travis County, Texas; said 0.0696 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod, without cap, found on the southerly right-of-way line of U.S. Highway 290 (right-of-way varies) for the northeast corner of the said Lot 8, Glen-Ledge Park, Section 2-A, same being the northwest corner Lot 7, Glen-Ledge Park, subdivision, a subdivision recorded in Book 69, Page 16 of the Plat Records of Travis County, Texas, from which a 1/2" iron rod, with cap (unreadable), found for the northeast corner of said Lot 7, Glen-Ledge Park, bears N77°14'26"E, 199.90 feet;

THENCE, S12°42'20"E, leaving the southerly right-of-way line of U.S. Highway 290, with the common easterly line of said Lot 8 and westerly line of said Lot 7, a distance of 8.16 feet to a calculated point for corner;

THENCE, leaving the westerly line of said Lot 7, across aforesaid Lot 8, for the following two (2) courses:

- 1) S32°05'24"W, a distance of 9.65 feet to a calculated point for corner;
- 2) S77°14'26"W, a distance of 203.65 feet to a calculated point on the westerly line of said Lot 8, same being the easterly line of that 12.54 acre tract conveyed to Capella Capital Partners-Storage II, LLC, by deed recorded in Document No. 2014168468 of the of the said Official Public Records, for the southwest corner of the herein described tract;

THENCE, N28°46'58"E, with the common westerly line of said Lot 8, and easterly line of said 12.54 acre tract, a distance of 20.04 feet to a calculated point on the aforesaid southerly right-of-way line of U.S. Highway 290, same being the calculated common north corner of said Lot 8 and aforesaid 12.54 acre tract, for the northwest corner of the herein described tract;

THENCE, N77°14'26"E, leaving the westerly line of the said 12.54 acre tract, with the common northerly line of said Lot 8 and the southerly right-of-way line of U.S. Highway 290, a distance of 197.17 feet to the POINT OF BEGINNING, and CONTAINING within these metes and bounds 0.0696 Acre of land area for Parcel A.

PARCEL B

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 0.1267 Acre situated in the J. M. Oliver Survey No. 44, Abst. No. 2117, Travis County, Texas, being a portion of Lot 8, Glen-Ledge Park, Section Two-A, a subdivision recorded in Book 82, Page 177 of Plat Records of Travis County, Texas, as conveyed to Occorp, LLC, by deed recorded in Document No. 2016096187 of the Official Public Records of Travis County, Texas; said 0.1267 acre tract is more particularly described by metes and bounds as follows:

COMENCING, at a 1/2" iron rod, without cap, found on the southerly right-of-way line of U.S. Highway 290 (right-of-way varies) for the northeast corner of the said Lot 8, Glen-Ledge Park, Section 2-A, same being the northwest corner Lot 7, Glen-Ledge Park, subdivision, a subdivision recorded in Book 69, Page 16 of the Plat Records of Travis County, Texas, from which a 1/2" iron rod, with cap (unreadable), found for the northeast corner of said Lot 7, Glen-Ledge Park, bears $N77^{\circ}14'26''E$, 199.90 feet;

THENCE, $S77^{\circ}14'26''W$, with the common southerly right-of-way line of U.S. Highway 290, and northerly line of said Lot 8, a distance of 197.17 feet to the calculated northwest corner of said Lot 8, same being the northeast corner of that 12.54 acre tract conveyed to Capella Capital Partners-Storage II, LLC, by deed recorded in Document No. 2014168468 of the said Official Public Records;

THENCE, $S28^{\circ}46'58''W$, leaving southerly right-of-way line of U.S. Highway 290, with the common westerly line of said Lot 8 and easterly line of said 12.54 acre tract, a distance of 20.04 feet;

THENCE, $S49^{\circ}02'07''E$, leaving the easterly line of said 12.54 acre tract and across said Lot 8, a distance of 39.90 feet to the calculated northwest corner and the POINT OF BEGINNING of the 0.1267 acre tract (Parcel B);

THENCE, continuing across said Lot 8, for the following four (4) courses:

- 1) $N77^{\circ}14'26''E$, a distance of 98.00 feet to a calculated northeast corner of the herein described tract;
- 2) $S23^{\circ}10'58''W$, a distance of 98.81 feet to the calculated southeast corner of the herein described tract;
- 3) $S77^{\circ}14'26''W$, a distance of 40.00 feet to the calculated southwest corner of the herein described tract;

0.0696 Acre (Parcel A)
0.1267 Acre (Parcel B) (0.1963 Acres Total)
Temporary Construction Easements
Page 3 of 5

J. M. Oliver Survey No. 44, Abst. No. 2117

Project No. 22515.70
January 5, 2023

- 4) N12°45'34"W, a distance of 80.00 Feet to the POINT OF BEGINNING, and CONTAINING within these metes and bounds 0.1267 Acre of land area for Parcel B.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

I, Blaine J. Miller, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 5th day of January, 2023.



Blaine J. Miller

BLAINE J. MILLER
Registered Professional Land Surveyor
No. 5121 State of Texas

**SURVEY OF A 0.0696 ACRE (PARCEL A)
AND 0.1267 ACRE (PARCEL B)
TEMPORARY CONSTRUCTION EASEMENT
OUT OF THE J. M. OLIVER
SURVEY NO. 44, ABSTRACT NO. 2117
TRAVIS COUNTY, TEXAS**

**J. M. OLIVER
SURVEY NO. 44
ABSTRACT NO. 2117**

0.15 AC.
WATER LINE EASEMENT
LOWER COLORADO
RIVER AUTHORITY
DOC. NO. 20000980269
O.P.R.T.C.

17.54 AC.
CANTILLAS CAPITAL
PARTNERS-STORAGE II, L.P.
DOC. NO. 2019160468
O.P.R.T.C.

**GLEN-RIDGE PARK
SECTION 2-A
BK. 82, PG. 177
P.R.T.C.**

**LOT B
OCCORP, LLC
DOC. NO. 2016096187
O.P.R.T.C.**

**LOT 7
GLEN-RIDGE PARK
NATHAN STAVNER
DOC. NO. 2020038108
O.P.R.T.C.**

**LOT 6
GLEN-LEDGE PARK
BK. 69, PG. 16
T.C.P.R.**

**JOHANN BRANDT
SURVEY NO. 77,
ABSTRACT NO. 2275**

**LOT 5 AND LOT 8
GLEN-LEDGE PARK
INTERCO RENTALS INC.
DOC. NO. 2022070906
O.P.R.T.C.**

**POINT OF
BEGINNING
PARCEL A
POINT OF
COMMENCEMENT
PARCEL B
U.S. HIGHWAY 290
(R.O.W. VARIANCE)**

I, Blaine J. Miller, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this 5th day of January, 2023, A.D.

Blaine J. Miller

Blaine J. Miller
Registered Professional Land Surveyor
No. 5121 State of Texas



**MRS. J. S. GLASCOCK
SURVEY NO. 47,
ABSTRACT NO. 2291**

- NOTES:
- 1) BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83
 - 2) LEGEND AND LINE TABLE ON SHEET 5 OF 5, TRNG # 22515417 CRD # 22515
- SHEET 4 OF 5



605 COURT ST. FORT WORTH TEXAS 76104
Blaine J. Miller
Surveyor No. 5121

ES&I

CAPITAL
SURVEYING
COMPANY
INCORPORATED


TX REG. NO. 0000000000
IN 10/24/21
(817) 373-0000

SURVEY OF A 0.0696 ACRE (PARCEL A)
 AND 0.1267 ACRE (PARCEL B)
 TEMPORARY CONSTRUCTION EASEMENT
 OUT OF THE J. M. OLIVER
 SURVEY NO. 44, ABSTRACT NO. 2117
 TRAVIS COUNTY, TEXAS

LINE TABLE	
LINE	BEARING LENGTH
L1	S12°42'20"E 8.16'
L2	S32°05'24"W 9.65'
L3	N28°46'58"E 20.04'
L4	S49°02'07"E 39.90'
L5	N77°14'26"E 98.00'
L6	S23°10'58"W 98.81'
L7	S77°14'26"W 40.00'
L8	N12°45'34"W 80.00'

LEGEND

- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
 T.C.P.R. TRAVIS COUNTY PLAT RECORDS
 R.O.W. RIGHT-OF-WAY
 P.O.B. POINT OF BEGINNING
 ● 1/2" IRON ROD, WITH CAP (UNREADABLE), FOUND
 ● 1/2" IRON ROD, WITHOUT CAP, FOUND
 ▲ CALCULATED POINT

Dwg. # 22515e17 CRD # 22515 SHEET 5 OF 5

 225 Capital of Texas Highway South
 Suite 115
 Austin, TX 78746
 (712) 327-4008
 CAPITAL SURVEYING COMPANY INCORPORATED
 FIRM REGISTRATION No. 101287-D

**RESOLUTION DECLARING THE PUBLIC NECESSITY FOR ACQUIRING BY
CONDEMNATION CERTAIN DESCRIBED REAL PROPERTY INTERESTS FOR
PURPOSES OF THE HIGHWAY 290 TRANSMISSION MAIN PROJECT, AND
AUTHORIZING LEGAL PROCEEDINGS TO SECURE RIGHT OF ENTRY
(10301 U.S. Highway 290, Austin, Texas 78737)**

**THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

WHEREAS, West Travis County Public Utility Agency (the “WTCPUA”), a public utility agency created by concurrent ordinance of Hays County (the “County”), the City of Bee Cave (the “City”), and Lake Pointe Municipal Utility District¹ (the “District”) and governed by Chapter 572 of the Texas Local Government Code, has determined that in order to promote public health, safety, and welfare, public necessity requires acquisition of the necessary easements for the Highway 290 Transmission Main Project (the “Project”) pursuant to the WTCPUA’s Capital Improvements Plan; and,

WHEREAS, the WTCPUA has not been able to agree on a fair market value of the real property interest sought by the WTCPUA, in compliance with all prerequisites of the laws of the State of Texas in order to acquire a permanent easement as described below.

WHEREAS, the WTCPUA desires to proceed with condemnation proceedings to obtain the permanent easement that is necessary to promote the public health, safety, welfare, and public necessity.

NOW THEREFORE, it is resolved by the Board of Directors of the West Travis County Public Utility Agency as follows:

1. That in order to promote the public health, safety, welfare, and public necessity requires the acquisition of a temporary and/or permanent utility easement(s) for the transportation of water and other facilities and uses incidental thereto or in connection therewith for the WTCPUA’s water treatment system, including but not limited to, construction, reconstruction, operation, maintenance, inspection and repair of transmission mains and other facilities or improvements, in the land described in the attached **Exhibit A**; and that public necessity and convenience require the condemnation of this property in order to acquire it for such purpose.

2. The WTCPUA legal representatives are hereby authorized and directed to initiate condemnation proceedings because the owner of the property at issue and the WTCPUA have been unable to agree on the value of the real property interests sought pursuant to the WTCPUA’s eminent domain authority to acquire the necessary permanent utility easement.

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

4. That all previous acts and proceedings done or initiated by the WTCPUA's agents, representatives, or employees for establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights for this easement are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

5. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 18th day of April, 2024.

Scott Roberts
President Board of Directors

ATTEST:

Walt Smith, Secretary
Board of Directors

Exhibit A

0.9149 Acre
Temporary Construction Easement
Page 1 of 4

William P. Baxter Survey No. 58, Abst. No. 118
Project No. 22515.70
January 5, 2023

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 0.9149 acre situated in the William P. Baxter Survey No. 58, Abstract No. 118, Travis County, Texas, being a portion of that 361.939 acre tract as conveyed to 290 Ranch, LLC recorded in Document No. 2016072127 of the Official Public Records of Travis County, Texas; said 0.9149 acre area is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod, with cap, marked "Capital Surveying Co., Inc." set for the most northerly northwest corner of the said 361.939 acre tract, same being on the easterly line of that 5.26 acre tract conveyed to Arturo Lozano recorded in Document No. 2011114817 of the said Official Public Records, described in Volume 12968, Page 3296 of the Real Property Records of Travis County, Texas;

THENCE, N64°02'13"E, leaving the southerly right-of-way line of State Highway 290 and easterly line of the said 5.26 acre tract, across the said 361.939 acre tract, a distance of 411.16 feet to the calculated northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing across the said 361.939 acre tract, for the following seven (7) courses:

- 1) N58°26'24"E, a distance of 300.13 feet to a calculated angle point;
- 2) N56°32'04"E, a distance of 101.02 feet to the calculated northeast corner of the herein described tract, from which a ½" iron rod, with cap, marked "Capital Surveying Co., Inc." set for the northeast corner of the said 361.939 acre tract bears N61°06'34"E, 1852.88 feet;
- 3) S31°27'56"E, a distance of 64.13 feet to a calculated angle point;
- 4) S00°00'00"W, a distance of 40.00 feet to the calculated southeast corner of the herein described tract;
- 5) S56°32'04"W, a distance of 78.97 feet to a calculated angle point;
- 6) S58°26'24"W, a distance of 301.79 feet to the calculated southwest corner of the herein described tract;

- 7) N31°33'36"W, a distance of 100.00 feet to the POINT OF BEGINNING, and CONTAINING within these notes and bounds 0.9149 acre of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

I, Blaine J. Miller, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

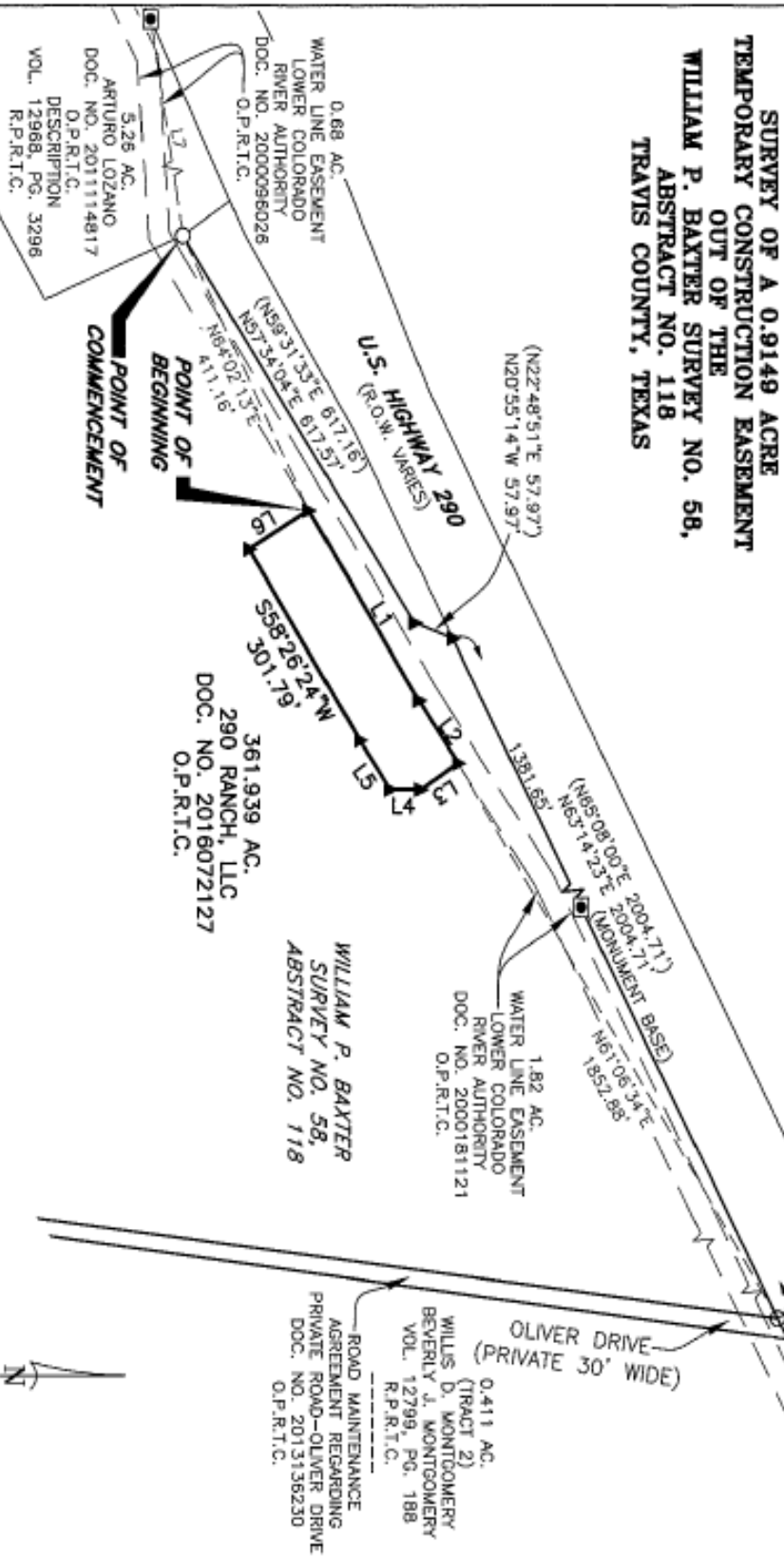
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 5th day of January, 2023.



Blaine J. Miller

BLAINE J. MILLER
Registered Professional Land Surveyor
No. 5121 State of Texas

**SURVEY OF A 0.9149 ACRE
 TEMPORARY CONSTRUCTION EASEMENT
 OUT OF THE
 WILLIAM P. BAXTER SURVEY NO. 58,
 ABSTRACT NO. 118
 TRAVIS COUNTY, TEXAS**



I, Blaine J. Miller, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this 5th day of January 2023, A.D.

Blaine J. Miller

Blaine J. Miller
 Registered Professional Land Surveyor
 No. 5121 - State of Texas



WILLIAM P. BAXTER
 SURVEY NO. 58,
 ABSTRACT NO. 118

ROAD MAINTENANCE
 AGREEMENT REGARDING
 PRIVATE ROAD-OLIVER DRIVE
 DOC. NO. 2013136230
 O.P.R.T.C.

- NOTES:
- 1) BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
 - 2) LEGEND AND LINE TABLE ON SHEET 4 OF 4.
- Dwg. # 22515-11 CRD # 22515 SHEET 3 OF 4




ES&I
 CAPITAL SURVEYING COMPANY INCORPORATED
 605 Capital of Texas Highway South
 Building 2, Suite 3140
 Austin, Texas 78746
 (512) 327-6008
 FIRM REGISTRATION NO. 153487-0

**SURVEY OF A 0.9149 ACRE
 TEMPORARY CONSTRUCTION EASEMENT
 OUT OF THE
 WILLIAM P. BAXTER SURVEY NO. 58,
 ABSTRACT NO. 118
 TRAVIS COUNTY, TEXAS**

LINE	BEARING	LENGTH
L1	N58°26'24"E	300.13'
L2	N56°32'04"E	101.02'
L3	S31°27'56"E	64.13'
L4	S00°00'00"W	40.00'
L5	S56°32'04"W	78.97'
L6	N31°33'36"W	100.00'
L7	S67°28'26"W	1212.75'

LEGEND

- OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
- REAL PROPERTY RECORDS TRAVIS COUNTY
- () RECORD INFORMATION
- ◻ TADDOT TYPE 1 MONUMENT, FOUND
- 1/2" IRON ROD SET WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO., INC."
- ▲ CALCULATED POINT
- ~ BREAK IN SCALE

Dwg. # 22515a11 CRD # 22515 SHEET 4 OF 4

ES&CI
 CAPITAL SURVEYING COMPANY
 INCORPORATED
 825 Central of Texas Highway South
 Austin, Texas 78746
 (512) 267-4006
 FORM 5000-0000
 No. 101267-0

**RESOLUTION DECLARING THE PUBLIC NECESSITY FOR ACQUIRING BY
CONDEMNATION CERTAIN DESCRIBED REAL PROPERTY INTERESTS FOR
PURPOSES OF THE HIGHWAY 290 TRANSMISSION MAIN PROJECT, AND
AUTHORIZING LEGAL PROCEEDINGS TO SECURE RIGHT OF ENTRY
(10115 State Highway 71, Austin, Texas 78735)**

**THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

WHEREAS, West Travis County Public Utility Agency (the “WTCPUA”), a public utility agency created by concurrent ordinance of Hays County (the “County”), the City of Bee Cave (the “City”), and Lake Pointe Municipal Utility District¹ (the “District”) and governed by Chapter 572 of the Texas Local Government Code, has determined that in order to promote public health, safety, and welfare, public necessity requires acquisition of the necessary easements for the Highway 290 Transmission Main Project (the “Project”) pursuant to the WTCPUA’s Capital Improvements Plan; and,

WHEREAS, the WTCPUA has not been able to agree on a fair market value of the real property interest sought by the WTCPUA, in compliance with all prerequisites of the laws of the State of Texas in order to acquire a permanent easement as described below.

WHEREAS, the WTCPUA desires to proceed with condemnation proceedings to obtain the permanent easement that is necessary to promote the public health, safety, welfare, and public necessity.

NOW THEREFORE, it is resolved by the Board of Directors of the West Travis County Public Utility Agency as follows:

1. That in order to promote the public health, safety, welfare, and public necessity requires the acquisition of a temporary and/or permanent utility easement(s) for the transportation of water and other facilities and uses incidental thereto or in connection therewith for the WTCPUA’s water treatment system, including but not limited to, construction, reconstruction, operation, maintenance, inspection and repair of transmission mains and other facilities or improvements, in the land described in the attached **Exhibit A**; and that public necessity and convenience require the condemnation of this property in order to acquire it for such purpose.

2. The WTCPUA legal representatives are hereby authorized and directed to initiate condemnation proceedings because the owner of the property at issue and the WTCPUA have been unable to agree on the value of the real property interests sought pursuant to the WTCPUA’s eminent domain authority to acquire the necessary permanent utility easement.

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

4. That all previous acts and proceedings done or initiated by the WTCPUA's agents, representatives, or employees for establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights for this easement are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

5. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 18th day of April, 2024.

Scott Roberts
President Board of Directors

ATTEST:

Walt Smith, Secretary
Board of Directors

Exhibit A

0.4591 Acre
Temporary Construction Easement
Page 1 of 3

Arnold And Barrett Survey No. 45, Abst. No. 2283
Project No. 22515.70
January 5, 2023

STATE OF TEXAS
COUNTY OF TRAVIS

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 0.4591 acre situated in the Arnold And Barrett Survey No. 45, Abstract No. 2283, Travis County, Texas, being a portion of that 1138.51 acre tract, described as Tract 3, conveyed to Nature Conservancy of Texas by deed recorded in Volume 12122, Page 1031 of the Real Property Records of Travis County, Texas; said 0.4591 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod, without cap found on the westerly right-of-way line of State Highway 71 (right-of-way varies), same being on the easterly line of said 1138.51 acre tract, for the point of tangency of a curve to the right, from which a (1xDO) Type I monument on the easterly right-of-way line of State Highway 71, bears N57°31'09"E, 179.66 feet;

THENCE, S32°20'08"E, with the common easterly line of said 1138.51 acre tract and westerly right-of-way line of State Highway 71, a distance of 326.21 feet a calculated point, from which a 1/2" iron, without cap found on the easterly line of said 1138.5 acre tract bears S32°20'08"E, 927.58 feet and S24°55'40"E, 564.48 feet;

THENCE, S57°39'52"W, leaving the westerly right-of-way line of State Highway 71, across the said 1138.51 acre tract, a distance of 30.08 feet to the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing across the said 1138.51 acre tract, for the following four (4) courses:

- 1) S32°20'08"E, a distance of 200.00 feet to the calculated southeast corner the herein described tract;
- 2) S57°39'52"W, a distance of 100.00 feet to the calculated southwest corner of the herein described tract;
- 3) N32°20'08"W, a distance of 200.00 feet to the calculated northwest corner the herein described tract;
- 4) N57°39'52"E, a distance of 100.00 feet to the POINT OF BEGINNING, and CONTAINING within these metes and bounds 0.4591 acre of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

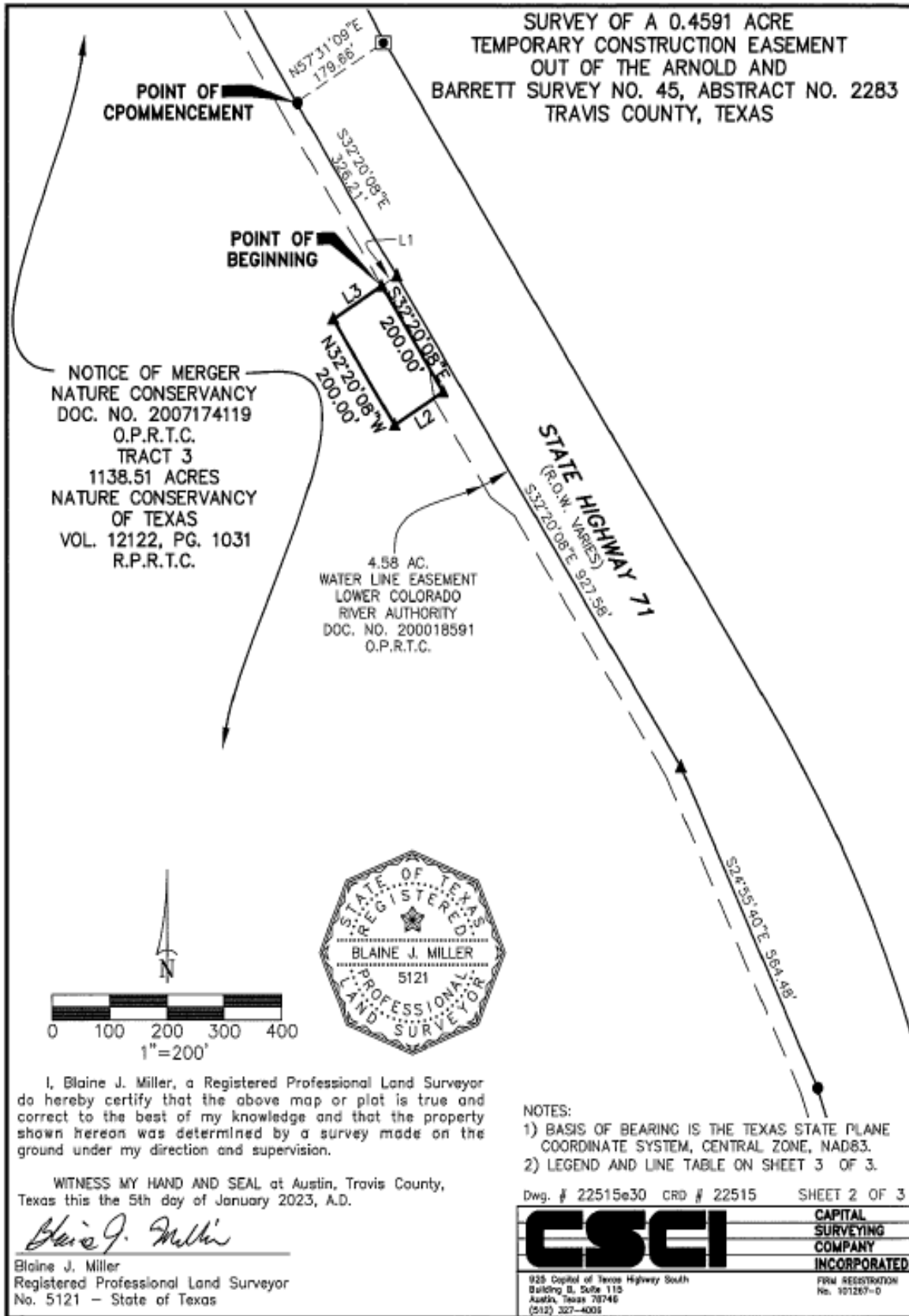
I, Blaine J. Miller, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.



WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 5th day of January, 2023

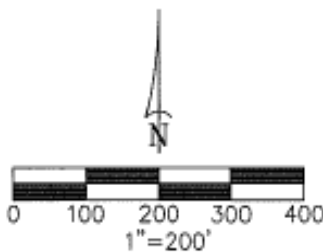
Blaine J. Miller
BLAINE J. MILLER
Registered Professional Land Surveyor
No. 5121 State of Texas

**SURVEY OF A 0.4591 ACRE
TEMPORARY CONSTRUCTION EASEMENT
OUT OF THE ARNOLD AND
BARRETT SURVEY NO. 45, ABSTRACT NO. 2283
TRAVIS COUNTY, TEXAS**



NOTICE OF MERGER
NATURE CONSERVANCY
DOC. NO. 2007174119
O.P.R.T.C.
TRACT 3
1138.51 ACRES
NATURE CONSERVANCY
OF TEXAS
VOL. 12122, PG. 1031
R.P.R.T.C.

4.58 AC.
WATER LINE EASEMENT
LOWER COLORADO
RIVER AUTHORITY
DOC. NO. 200018591
O.P.R.T.C.



I, Blaine J. Miller, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of January 2023, A.D.

Blaine J. Miller
Blaine J. Miller
Registered Professional Land Surveyor
No. 5121 - State of Texas

- NOTES:
1) BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
2) LEGEND AND LINE TABLE ON SHEET 3 OF 3.

Dwg. # 22515e30 CRD # 22515 SHEET 2 OF 3

ESCI	CAPITAL
	SURVEYING COMPANY
925 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78746 (512) 327-4005	INCORPORATED
	FIRM REGISTRATION No. 901267-0

SURVEY OF A 0.4591 ACRE
 TEMPORARY CONSTRUCTION EASEMENT
 OUT OF THE ARNOLD AND BARRETT SURVEY NO. 45,
 ABSTRACT NO. 2283
 TRAVIS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	LENGTH
L1	S57°39'52"W	30.08'
L2	S57°39'52"W	100.00'
L3	N57°39'52"E	100.00'

LEGEND

- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
 R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS COUNTY
 R.O.W. RIGHT-OF-WAY
- 1/2" IRON ROD, WITHOUT CAP, FOUND
 - ⊙ TxDOT TYPE 1 MONUMENT FOUND
 - ▲ CALCULATED POINT

Dwg. # 22515e30 CRD # 22515 SHEET 3 OF 3

CSCI	CAPITAL
	SURVEYING
COMPANY	
INCORPORATED	
525 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78746 (512) 327-6009	FIRM REGISTRATION No. 101207-0

ITEM L



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

Work Authorization Proposal

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

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

Scope of Services:

M/W developed an Effluent Management Master Plan (EMMP) for the WTCPUA to serve as a guide for the management of treated wastewater effluent resource. The recommendations of the plan include identification and development of additional effluent irrigation areas in accordance with the selection and prioritization criteria described in the EMMP. The services contemplated herein are to follow the recommendations of the plan in pursuit of the objectives, which are:

1. Ensure compliance with the WTCPUA Texas Land Application Permit (TLAP) and other applicable regulations,
2. Provide autonomy to the WTCPUA in the management of this resource,
3. Maximize economic performance and efficiency,
4. Follow strategies which balance demand and supplies.

Feasibility investigations to support implementation of the EMMP will involve analysis of potential opportunities to evaluate potential, efficacy, and cost-benefit analysis of the potential project. This first-phase evaluation is intended to be high-level, establishing any barriers to implementation and evaluating conceptual costs against capacity and factors affecting favorability to WTCPUA management goals.

Deliverables will be a technical memorandum evaluating the factors identified here and making a recommendation with regard to implementation, including identification of steps required, additional analysis, critical path, and any issue resolution. The memorandum will include a conceptual exhibit identifying required improvements as well as conceptual cost estimates for alternative comparison and use in the cost-benefit evaluation.

Compensation:

This project will be billed on a Time and Materials (T & M) basis with an estimated fee of \$25,000.

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

AUTHORIZATION

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

Approved by CLIENT

By: _____

Printed Name: Jennifer Riechers

Title: General Manager

Date: _____

Approved for Malone/Wheeler, Inc.

By:  _____

Printed Name: Dennis Lozano, P.E.

Title: Principal

Date: April 12th, 2024

VII. STAFF REPORTS

ITEM A



General Manager's Report

April 18, 2024

Significant Meeting Updates

2/21/24 Attended LCRA monthly board meeting.

2/21/24 Attended Lake Pointe HOA meeting with Eric Morgan and Blake West to discuss Lake Pointe Lift Station Rehab project.

2/20/24, 2/23/24, 2/26/24, 3/8/24, 3/11/24, 3/18/24 Meetings with City of Dripping Springs representatives regarding Amended and Restated Wholesale Agreement.

2/29/24 Attended Lake Pointe MUD meeting with Eric Morgan and Blake West to discuss Lake Pointe Lift Station Rehab project.

3/5/24 Meeting with Hydro Pro Solutions regarding meter proposals.

3/7/24 Meeting with Austin Energy, MEC representatives and PUA Operations staff regarding energy solutions for the water treatment plant expansion.

4/3/24 Meeting with Strategies 360 regarding PUA legislation review.

4/9/24 Meeting with City of Dripping Springs regarding procedures for setting meters.

Customer Disconnects for Non-Payment

March

110 delinquent notices were mailed to Hwy. 290 customers on 3/6/24. 21 accounts were disconnected on 3/26/24.

194 delinquent notices were mailed to Hwy. 71 customers on 2/21/24. 19 accounts were disconnected on 3/13/24.

ITEM B



West Travis County Public Utility Agency

Budget Variance Report

As Of: 3/31/2024

Fund: 10 - General Fund

	CURRENT MONTH			ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	REMAINING	%
<u>REVENUE SUMMARY</u>							
Water Revenue	1,592,572	1,587,454	5,118	11,005,307	27,230,000	16,224,693	
Wastewater Revenue	418,340	443,206	(24,866)	2,609,986	5,400,000	2,790,014	
SER Project Revenue	117,132	576,244	(459,112)	857,318	1,951,000	1,093,682	
Other Income	27,602	4,165	23,437	50,821	50,000	(821)	
Investment Income	74,949	8,330	66,619	523,494	100,000	(423,494)	
Investment Unrealized Gain (Loss)	8,195	-	8,195	63,757	-	(63,757)	
TOTAL REVENUE	2,238,790	2,619,399	(380,609)	15,110,683	34,731,000	19,620,317	56%
<u>EXPENSE SUMMARY</u>							
Water	457,318	457,957	639	2,663,075	5,977,325	3,314,250	
Wastewater	135,969	189,522	53,553	1,064,801	2,339,225	1,274,424	
Electromechanical	30,947	43,578	12,631	236,228	559,050	322,822	
Line Maintenance	97,807	100,446	2,639	639,202	1,335,950	696,748	
SER Projects	57,333	17,493	(39,840)	118,513	210,000	91,487	
Engineering	26,947	33,869	6,922	167,001	443,250	276,249	
Customer Service	28,241	33,806	5,565	190,161	444,425	254,264	
Meter Tech	45,553	60,897	15,344	337,209	777,425	440,216	
Information Technology	15,525	40,681	25,156	382,453	738,700	356,247	
Admin	238,340	256,519	18,179	1,418,915	3,020,550	1,601,635	
Transfers Out	1,875,000	1,875,000	-	11,250,000	25,500,000	14,250,000	
TOTAL EXPENSE	3,008,980	3,109,768	100,788	18,467,558	41,345,900	22,878,342	55%
REVENUE OVER/(UNDER) EXPENDITURE	(770,190)	(490,369)	(279,821)	(3,356,875)	(6,614,900)	(3,258,025)	

Balance Sheet-All Funds

Account Summary

As Of 3/31/2024

MajorGroup	10 - General Fund	20 - Rate Stabilization Fund	30 - Facilities Fund	40 - Debt Service Fund	50 - Capital Projects Fund	60 - Impact Fee Fund	Total
Asset							
10 - Cash & Cash Equivalents	\$ 30,568,396	\$ 2,015,648	\$ 1,631,531	\$ 14,363,823	\$ 27,232,704	\$ 2,180,619	\$ 77,992,721
11 - Investments	3,300,878	3,270,171	6,283,965	13,576,418	26,477,530	31,147,379	84,056,341
12 - Receivables	4,546,448	-	-	-	-	-	4,546,448
17 - Deposits	36,087	-	-	-	111,032	-	147,119
Total Asset:	\$ 38,451,809	\$ 5,285,819	\$ 7,915,496	\$ 27,940,241	\$ 53,821,266	\$ 33,327,998	\$ 166,742,629
Liability							
30 - Accounts Payable	\$ 530,803	\$ -	\$ 523,294	\$ -	\$ 837,800	\$ 2,967	\$ 1,894,864
31 - Refundable Deposits	2,486,779	-	-	-	-	-	2,486,779
32 - Other Accrued Liabilities	472,500	-	-	-	-	-	472,500
33 - Unearned New Service Fees	4,295,528	-	-	-	-	-	4,295,528
Total Liability:	7,785,610	-	523,294	-	837,800	2,967	9,149,671
Equity							
50 - Fund Balances	34,023,074	5,191,969	7,226,710	24,753,791	53,544,334	31,832,498	156,572,376
Total Beginning Equity:	34,023,074	5,191,969	7,226,710	24,753,791	53,544,334	31,832,498	156,572,376
Total Revenue	15,110,684	97,298	2,686,915	7,638,094	3,292,285	2,531,224	31,356,500
Total Expense	18,467,559	3,448	2,521,423	4,451,644	3,853,153	1,038,691	30,335,918
Revenues Over/Under Expenses	(3,356,875)	93,850	165,492	3,186,450	(560,868)	1,492,533	1,020,582
Total Equity and Current Surplus (Deficit):	30,666,199	5,285,819	7,392,202	27,940,241	52,983,466	33,325,031	157,592,958
Total Liabilities, Equity and Current Surplus (Deficit):	\$ 38,451,809	\$ 5,285,819	\$ 7,915,496	\$ 27,940,241	\$ 53,821,266	\$ 33,327,998	\$ 166,742,629

Income Statement-All Funds

Account Summary

For the Period Ending 3/31/2024

	10 General Fund	20 Rate Stabilization Fund	30 Facilities Fund	40 Debt Service Fund	50 Capital Projects Fund	60 Impact Fee Fund	Total
Revenue							
60 - Water Revenue	\$ 11,005,307	\$ -	\$ -	\$ -	\$ -	\$ 1,498,900	\$ 12,504,207
61 - Wastewater Revenue	2,609,986	-	-	-	-	104,188	2,714,174
62 - SER Project Revenue	857,318	-	-	-	-	-	857,318
68 - Other Income	50,821	-	-	-	-	-	50,821
69 - Investment Income	523,494	34,981	65,187	129,483	267,964	311,861	1,332,970
69 - Investment Unrealized Gain (Loss)	63,757	62,318	121,727	274,884	524,320	616,275	1,663,281
89 - Bond Proceeds	-	-	-	-	-	-	-
90 - Other Financing Sources (Uses)	-	-	2,500,000	7,233,727	2,500,000	-	12,233,727
Revenue Total:	15,110,683	97,299	2,686,914	7,638,094	3,292,284	2,531,224	31,356,498
Expense							
70 - Water Expense	2,663,075	-	-	-	-	-	2,663,075
71 - Wastewater Expense	1,064,801	-	-	-	-	-	1,064,801
72 - Shared Operations Expense	875,430	-	-	-	-	-	875,430
74 - SER Project Expense	118,513	-	-	-	-	-	118,513
79 - Shared Admin Expense	2,495,739	3,449	5,611	12,800	20,018	54,964	2,592,581
80 - Capital Outlay	-	-	2,515,811	-	3,833,134	-	6,348,945
88 - Debt Service	-	-	-	4,438,844	-	-	4,438,844
89 - Bond Issuance Costs	-	-	-	-	-	-	-
90 - Other Financing Sources (Uses)	11,250,000	-	-	-	-	983,727	12,233,727
Expense Total:	18,467,558	3,449	2,521,422	4,451,644	3,853,152	1,038,691	30,335,916
Current Surplus (Deficit):	\$ (3,356,875)	\$ 93,850	\$ 165,492	\$ 3,186,450	\$ (560,868)	\$ 1,492,533	\$ 1,020,582

ITEM C

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

Operations Report

April 2024

Executive Summary

During the Month of **February**, all Water facilities performed well with no environmental compliance issues. Wastewater, the Lake Pointe WWTP received a visit from TCEQ on February 15, 2024 from Inspector Jamey Stone. The visit was due to odor complaints from residents. The odors were due to the ongoing issue with plant blower equipment. Staff continue to perform corrective and preventative maintenance on all facility equipment and machinery. We are still waiting for equipment repair and return from a subcontractor for the Lake Pointe WWTP.

During the Month of **March**, all Water facilities performed well with no environmental compliance issues. Wastewater facilities' performance improved with no environmental compliance occurrences. Lake Pointe WWTP received 1 repaired blower which was put into operation.

Environmental Compliance

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

Water and Wastewater Process Summary: February 2024

Water Treatment Plant	Actual
AVG Raw Water	7.481 MGD
AVG Treated Water	7.280 MGD
PEAK Treated Water	9.982 MGD
AVG CFE Turbidity	0.06 NTU
AVG Chlorine	3.06 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.433 MGD	0.675 MGD
MAX Flow	0.521 MGD	
AVG CBOD	13.88 mg/l	5 mg/l
AVG Fec.Coli	1120.56 mg/l	20 mg/L
AVG NH3	20.20 mg/l	2 mg/L
AVG Turbidity	11.50 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.229 MGD	0.325 MGD
MAX Flow	0.293 MGD	
AVG CBOD	2.13 mg/l	5 mg/L
AVG Fec.Coli	1.11 mg/l	20 mg/L
AVG NH3	0.09 mg/l	2 mg/L
AVG Turbidity	1.48 mg/l	3 mg/L

Water and Wastewater Process Summary: March 2024

Water Treatment Plant	Actual
AVG Raw Water	8.837 MGD
AVG Treated Water	8.967 MGD
PEAK Treated Water	10.563 MGD
AVG CFE Turbidity	0.06 NTU
AVG Chlorine	2.91 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.396 MGD	0.675 MGD
MAX Flow	0.636 MGD	
AVG CBOD	20.67 mg/l	5 mg/l
AVG Fec.Coli	21.00 mg/l	20 mg/L
AVG NH3	? mg/l	2 mg/L
AVG Turbidity	3.63 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.285 MGD	0.325 MGD
MAX Flow	0.403 MGD	
AVG CBOD	2.25 mg/l	5 mg/L
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.07 mg/l	2 mg/L
AVG Turbidity	1.30 mg/l	3 mg/L

Electromechanical Department Update

Water Treatment Plant

- Replacement of HSP 2&3 (per 5-yr plan).
 - Waiting for additional quotes to award job.
 - Unit #2 Air compressors purchased.

- Replacement of Unit #2 Actuators and positioners- in process.

Raw Water Intake

- Ordered Pump #4 replacement Per 5yr plan.
 - Pump is on-site. Installation of the pump is scheduled for the 17th of February.
 - Complete

Pump Station #1

- Repaired Motor #2, install pending.

Pump Station #2

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

Pump Station #7

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

Lake Pointe WWTP

- Replacement of V-seals on filters 1&2 has been scheduled(10-12wks).
 - Completed 18th of March.
- Contractor to schedule to start replacement of various valves February 8th.
 - Complete
- Replaced packing seals on Effluent Pumps.
- Installing canopy over CL2 bottles.
- Installed rebuilt blower.
- Replacing weir seals as needed on PLT #1.
- Installed spare decant pumps.
- Replaced Bar screen transducer.

Bohls WWTP

- Replaced ARV on Transfer Pump #1.
- Pulled IPW Pumps for inspection and cleaning.

Lift Station #4

- Pump #3 replacement per 5-yr plan.

-
- Pumps are on site, installation scheduled for the of week February 12th.
 - Done week of 12th.

Lift Station #10

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

Lift Station #11

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

Lift Station #12

- Pump #1 and spare replacement per 5-yr plan.
 - Pumps have been delivered; installation scheduled for the week of February 26th.
 - Done week of the 19th.

Lift Station #16

- Generator replacement per 5-yr plan is on order; expected to arrive mid-2024.

Lift Station #17

- Pump #2 replacement per 5-yr plan.
 - Pump is on site; installation scheduled for the week of March 4th.
 - Done week of March 11th.

Lift Station #18

- Pump has been purchased per 5-yr plan.
 - The pump has been delivered; installation scheduled for the week of March 4th.
 - Done week of March 18th.

Lift Station #21

- Replaced phase monitor.

Lift Station #22

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

Communication Project

- Phase 2 (Lake Pointe area)
 - Lift Station #2: Remaining item: install gate.
 - Lift Station #6: Completed.
 - Lift Station #7: Completed.

Line Maintenance Department Update

New Water Taps/ Connections:

- 14210 Trail Driver – Installed tap for water service.
- 8700 Zyle Rd – Installed tap for water service.
- 13115 Trail Driver St -Install new tap for water service.
- DW Golf - Tap line to install psi gauge and meter.
- WCID 2 – Tap line to install psi gauge.
- Belterra - Tap line to install psi gauge.

Leak repairs:

- 3303 Adelanto Dr – Repaired 1” service line leak.
- 13333 A Hwy 71 W – Repaired leak on 2” water line.
- Honeycomb @ Ramble Three St – Excavated and repaired 2” mainline.

Leak repairs: Leaks caused by contractor.

- 8” wastewater force main hit by contractor installing guard rails

Hydrants:

- Surveying, inspecting, painting, and performing maintenance in 290 areas – 95% complete.
- Surveying, inspecting, painting, and performing maintenance – Lake Pointe – 85% complete.
- 250 – 256 Sandy Creek – Installed blue i.d. reflectors on hydrants in area.
- 11903 Fitzhugh Rd. – Repaired hydrant hit by car.
- SW Pkwy PS – Service hydrant, made repairs.
- 12008 Nevada Dr. – Repaired hydrant, serviced, and painted.
- 112717 Galleria Pkwy – Repaired hydrant hit by car.
- 3944 RR 620 – Relocated hydrant after unit hit and damaged by truck.

Street /WW manholes:

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

Misc. repairs/projects:

- 2704 Cascade Falls Dr. – Replaced broken curb stop valve.
- 9215 Madrone Ranch Dr. – Replaced broken curb stop valve.
- 1635 Resaca Blvd – Excavate and repair sewer line at the tap.
- 13409 Saddleback Pass – Adjust meter box, preventing access to homeowners shut off valve.
- HEB Hwy 71 Bee Cave – Replaced 8” Octave meter.
- SW Pkwy PS – Repair 6” valve.
- 506 Bending Oak – Replace meter box and lid.
- 156 Sea Hero – Raise and adjust meter box location.
- 300 Onon Creek Ln – Replaced broken curb stop valve.
- 12008 290 W, # F – Replaced broken curb stop valve.
- 9306 Ledgestone Terrace – Replaced broken curb stop valve.
- 483 ledgestone - Replaced broken curb stop valve.
- 9100 Robinson Family Rd. – Replaced broken curb stop valve.
- 518 Whirlaway - 8” main water line extension and tap.
- WTP – Plant 4 new trees along Uplands fence area.
- Preservation Ranch – Replace 2” meter.
- Circle Dr. @ Pitter Patter – Replace ARV.
- 9300 Bee Cave Rd. – Flow test hydrant with contractor.
- 13730 US 290 @ Polo Club - Flow test hydrant with contractor.

Misc. repairs/projects:

- Grace Ln – Waterline shut out test, prep for tie-in.
- Live Oak Sub - Waterline shut out test, prep for tie-in.
- Shops @ Galleria Whole Foods - Waterline shut out test, prep for new tap.
- Sawyer Ranch Road @ 290 - Waterline shut out test, prep for tie-in

Staffing

Needs:

Electromechanical

- Advertising to hire an Electromechanical electrician (electrical and telemetry devices).

Wastewater Treatment

- Advertising to hire 1 Class “C” or higher Wastewater Treatment Plant Operator.

-
- Advertising to hire 1 Trainee or Class “D” Wastewater Treatment Plant Operator.

Line Maintenance

- 2 open positions

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: April 12, 2024
TO: BOARD OF DIRECTORS – WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
FROM: George Murfee, P.E.
RE: Engineer’s Report – April 2024
MEC File No.: 11051.174

Current Items

Wastewater Flow

An updated figure tracking wastewater flows is attached.

Raw and Treated Water Flows

Figures are attached. Trend is typical.

Water-System Wide

Beneficial Water Recycling Project

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

Uplands Water Treatment Plant Design

The project has surpassed 90% design completion and is preparing for QAQC review. A design workshop was held with the consultant team and PUA staff surrounding the 90% milestone on January 17th. MEC and its subconsultants are working on finalizing the design. The TCEQ CZP has been approved, and the site plan has been resubmitted with all required variance letters to the City of Bee Cave. MEC and its electrical consultant are coordinating with Austin Energy to obtain electrical service for the expansion. Multiple service options are being designed around to minimize the risk of a schedule delay caused by long Austin Energy lead times in determining available service options.

Impact Fee Study

MEC is updating the CIP program files and coordinating with staff and stakeholders on revised development projects to update the Land Use Assumptions (LUAs) within the WTCPUA service planning area. The demographics study for Dripping Springs ISD and Lake Travis ISD are being analyzed to project infill projects. We are reviewing the current customer service account summary and existing SER list for development of the updated LUA and updating construction costs for the 2021 CIP.

Alternative Water Supply

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

Water – SH71 System

Highway 620 Widening

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

1080 Transmission Main

Segment B plans were resubmitted for review to the City of Bee Cave and to TXDOT (Texas Department of Transportation), all outstanding comments have been addressed except for easement acquisition. We continue to coordination among the staff, attorney, the surveyor, and land acquisition agents. We have prepared plans and bidding documents and completed the bidding phase. The project was awarded to Austin Engineering, and we have begun coordination of the construction submittals and beginning site work.

Hamilton Pool Road Transmission Main No. 2

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

TCWCID 18 Emergency Interconnect

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

Water – US290 System

Southwest Parkway Pump Station

The design of the pump station structural, electrical, instrumentation and control, mechanical and civil specialties is complete. Major components are being coordinated with WTCPUA operations staff. The site plan exemption has been approved by the City of Austin. Bidding commenced on March 15th, there are 20 plan holders including contractors, sub-contractors and suppliers. A Pre-Bid Meeting was held on March 28, 2024 and the bid opening is scheduled for April 25, 2024.

US 290 Parallel Transmission Main Design

Right of Entry (ROE) letters have been prepared and transmitted for all easements, and ROEs (Right of Entry) for the environmental work have been analyzed and prioritized. We are responding to resident requests for site meetings for permanent and temporary easements and resident questions. Appraisals are being conducted and offer letters delivered. We are continuing discussions with homeowners to acquire easements voluntarily. 4 easements have been executed. 10 Counter offers and agreements on easements have been received. 5 Counteroffers have been accepted. We will continue to analyze the existing easements and identify easement constraints that will require additional permanent or construction easements. Constraints near the County Line Pump Station must be investigated more thoroughly as an additional 16-inch waterline for Fitzhugh Road must be accommodated. Work on the transmission main is being coordinated with the associated Plant and Pump Station projects.

- Segment 2 is scheduled to be the first contract to be let for construction (from North of Circle Drive Pump Station to South of Hwy 71 ROW). Permit application to COA was submitted 9/1/23 and Travis County 9/5/23. Comments were received and responded to on 11/3/2023. Comments were received from the City of Austin 2/21/24 and a response is being prepared.
- Segment 3 was submitted to the City of Austin and Travis County on 11/13/2023. Comments have been received from the County on 12/5/23. Comments have been received by the City of Austin and a response has been submitted 1/9/24. Comments from the county were received 2/21/2024 and a response is being prepared.
- Segment 4 has begun preliminary profile design and permit submittal will follow.
- Segment 1 has begun horizontal and vertical preliminary alignment design.

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

Ledgestone Terrace Waterline Relocation

MEC coordinated plans with the County design team and received approval for construction. Public Bids were opened on October 12th, 2023, and the contract executed with EVT. A Pre-Construction Conference was held on Dec 28, 2023, the notice to proceed was issued. Submittals have been reviewed and the contractor is ordering materials. Site meeting with contractors, PUA and the county was held on March 27, 2024. Contractors have started work.

Bear Creek Pass Waterline Relocation

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

1240 Conversion Waterline

Site development permits were received by Travis County and the City of Austin in July 2023. A reimbursement agreement was executed for the work being constructed through the Phase 1 Live Oak Springs development, and construction of that section is complete. Public bids were opened on March 16, 2023 for the remaining portion of the waterline, and our recommendation is to investigate an alternative alignment and easement acquisition for the transmission main between the Live Oaks Springs Subdivision and Highway 290, due to major constraints involved with construction along Derecho Drive. An alternative route has been determined and easement acquisition is in process. We are currently coordinating with the landowners, and subconsultants to develop field data for the additional design and environmental surveys.

1240 Elevated Storage Tank

Work in progress includes application of interior wet and dry tank coating systems, site and internal electrical and yard piping installation, and coordination of primary electrical service with PEC. MEC is also currently coordinating the potential relocation of an existing Texas Gas line in conflict with the storm line that conveys flows from the access drive to the adjacent curb inlet along Old Stone Road. MEC continues holding monthly progress meetings, reviewing submittals and RFIs (Request for Information), and coordinating site inspections to assure conformance to the design and specifications. The Elevated Storage Tank will be online in June.

Circle Drive Pump Station and Ground Storage Tank

Design work has commenced, the design survey is complete, and the site plan permit set was submitted for approval to COA and Travis County on February 24, 2023. Comments from the City of Austin were received, and we have submitted a response to comments along with an updated plan set. Comments from the City of Austin have been received on 2/27/24 and a response is being prepared. A Class B Permit for tree removal within the R.O.W. permit has been issued by Travis County which allows geotechnical and survey work to be performed. Design of the bidding and construction documents for the pump station and reservoir are underway. Geotechnical work is anticipated soon. Facility capacity analysis has been completed and flow rate has been determined. Impervious cover limitations continue to be a challenge. MEC is investigating using SB 2038 to obtain a release from the CoA ETJ.

12 Inch Waterline Extension Hwy 290

MEC has begun preliminary design of a 12" waterline extension to serve the Endeavor tract. Right of entry (ROE) and Survey have been engaged. Sub-surface utility engineering (SUE) has been incorporated to examine the existing 6" WL location and tie-in utilities. Easements are a problem. Two landowners are not cooperating. An alternate route is being considered.

Wastewater – US290 System

Bohls Wastewater Treatment Plant Expansion Design

Design is complete pending final input from PUA operations staff. MEC will move forward with advertisement and bidding once PUA input has been received and incorporated, where required.

Lake Pointe Lift Station Rehab

The bypass pumping plan has been finalized through coordination between the contractor, WTCPUA operations staff, and MEC. The PUA and MEC have presented the bypass plan to the Lake Pointe HOA and Lake Pointe MUD prior to beginning bypass operations. A force main leak was discovered during setup for bypass operations and the forcemain bypass location was modified as a workaround. The contractor is preparing proposals for a permanent forcemain reroute to solve the issue of the leaking pipe. With the forcemain leak under control, bypass pumping is anticipated to begin April 15th.

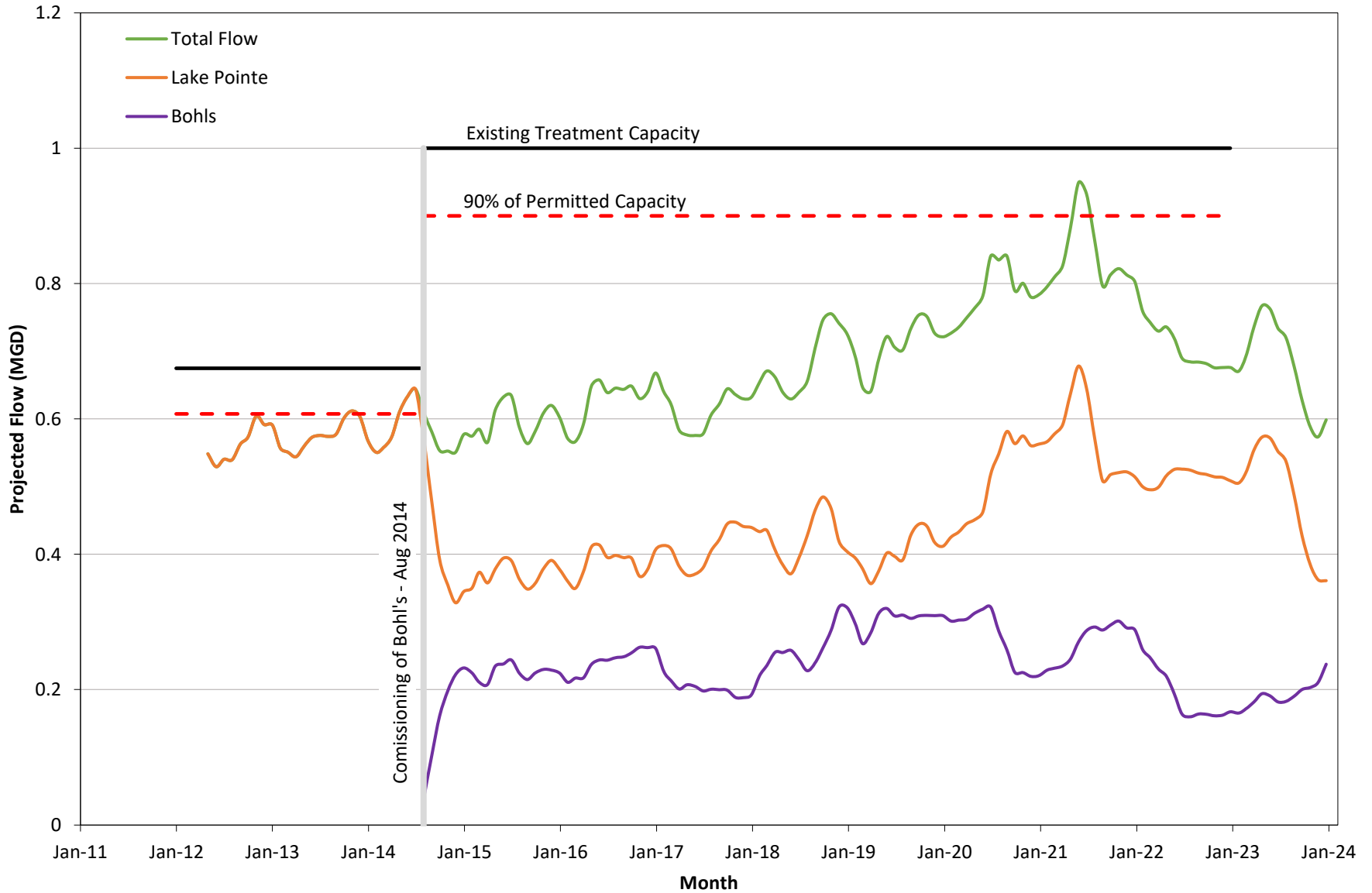
Wastewater Permit Renewal and Minor Amendment

The TLAP renewal application will include a minor amendment to account for escalation of construction of the SADDs fields at Falconhead West ahead of the BWR facility. Permitting of the BWR facility and authorization to construct and operate the facility may take several years to complete. Pertinent TCEQ forms and requisite attachments have been generated. MEC anticipates submission of the TLAP renewal with a minor amendment to the TCEQ by 5/1/2024.

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

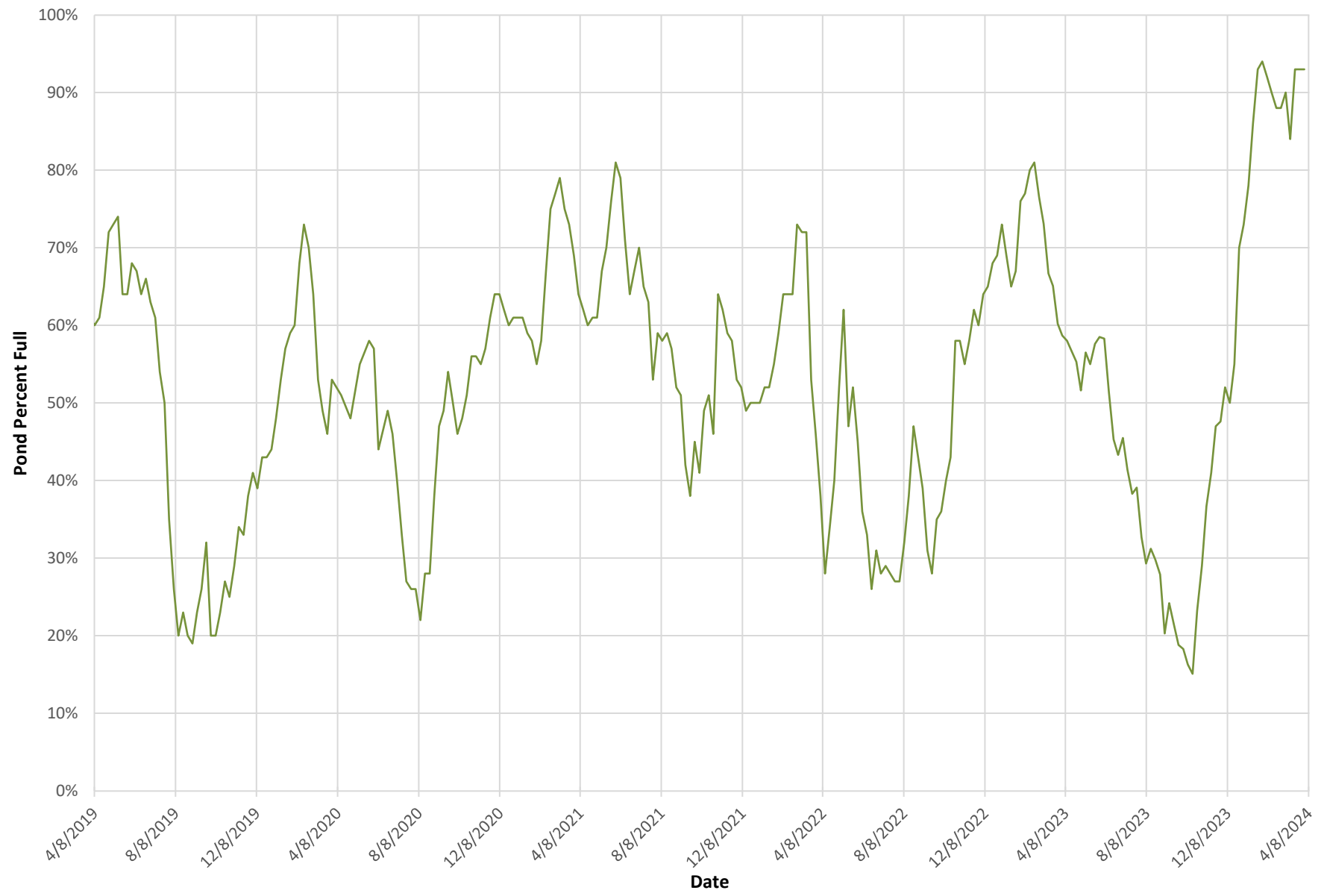
MEC has generated preliminary alignment alternatives and proposed pump station locations for the proposed force main to extend the existing effluent distribution system to the drip fields. MEC has determined existing easements and utilities along the preliminary alignments along with identification of potential easements needed and priority for phasing the improvements. MEC has completed the required pressure test at the take point at the Falconhead Golf course to confirm system hydraulics for conveyance of flows to the drip field site. MEC is currently confirming real estate needs and estimates of construction costs for each alignment with considerations to be included as part of the overall preliminary engineering report.

WTCPUA Wastewater 3-Month Average Daily Flow

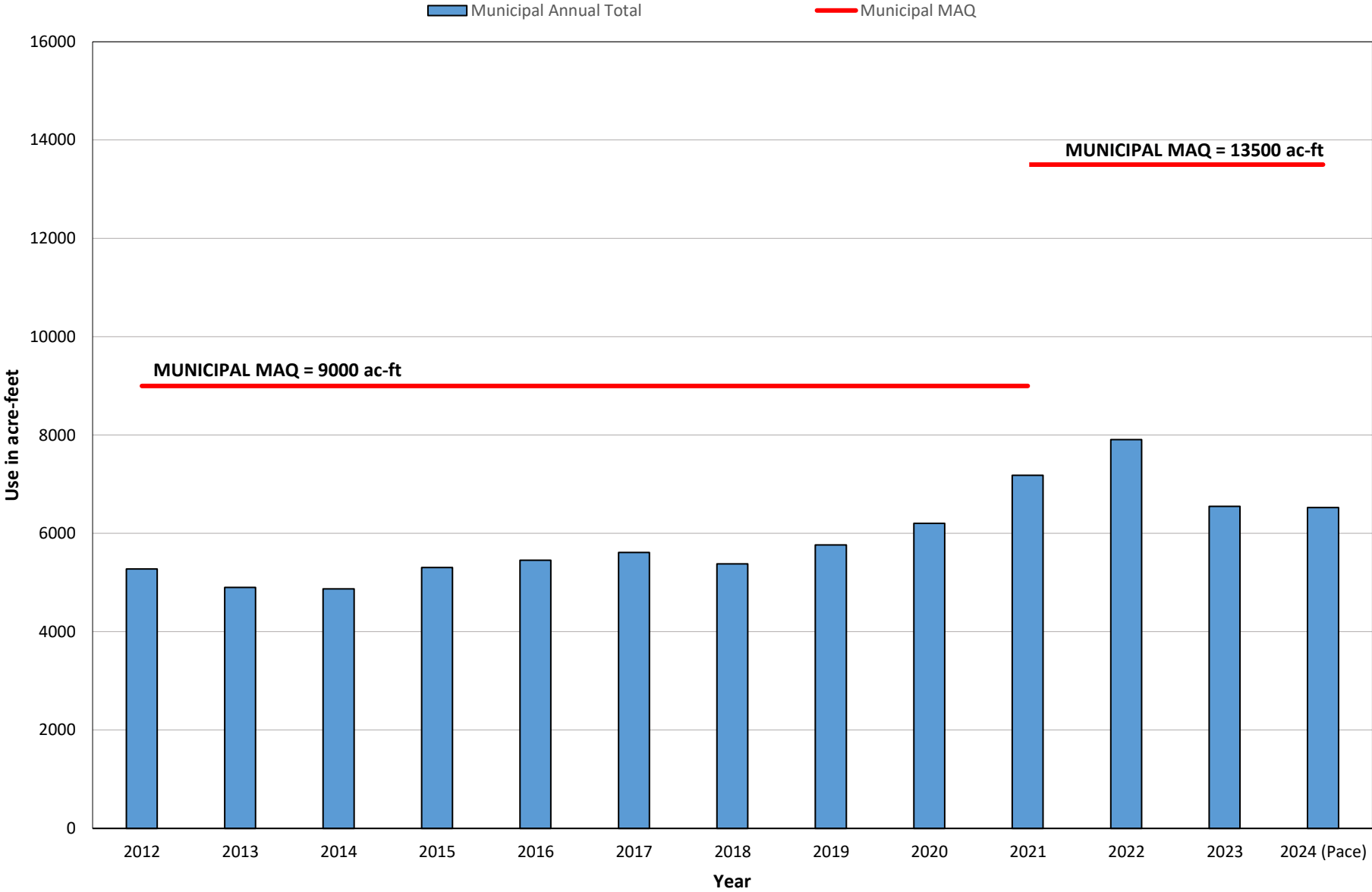


Murfee Engineering Co., Inc.
Texas Registered Firm No. F-353
1101 Capital of Texas Hwy., S., Bldg. D
Austin, Texas 78746

WTCPUA 5 Year Combined Effluent Pond Levels

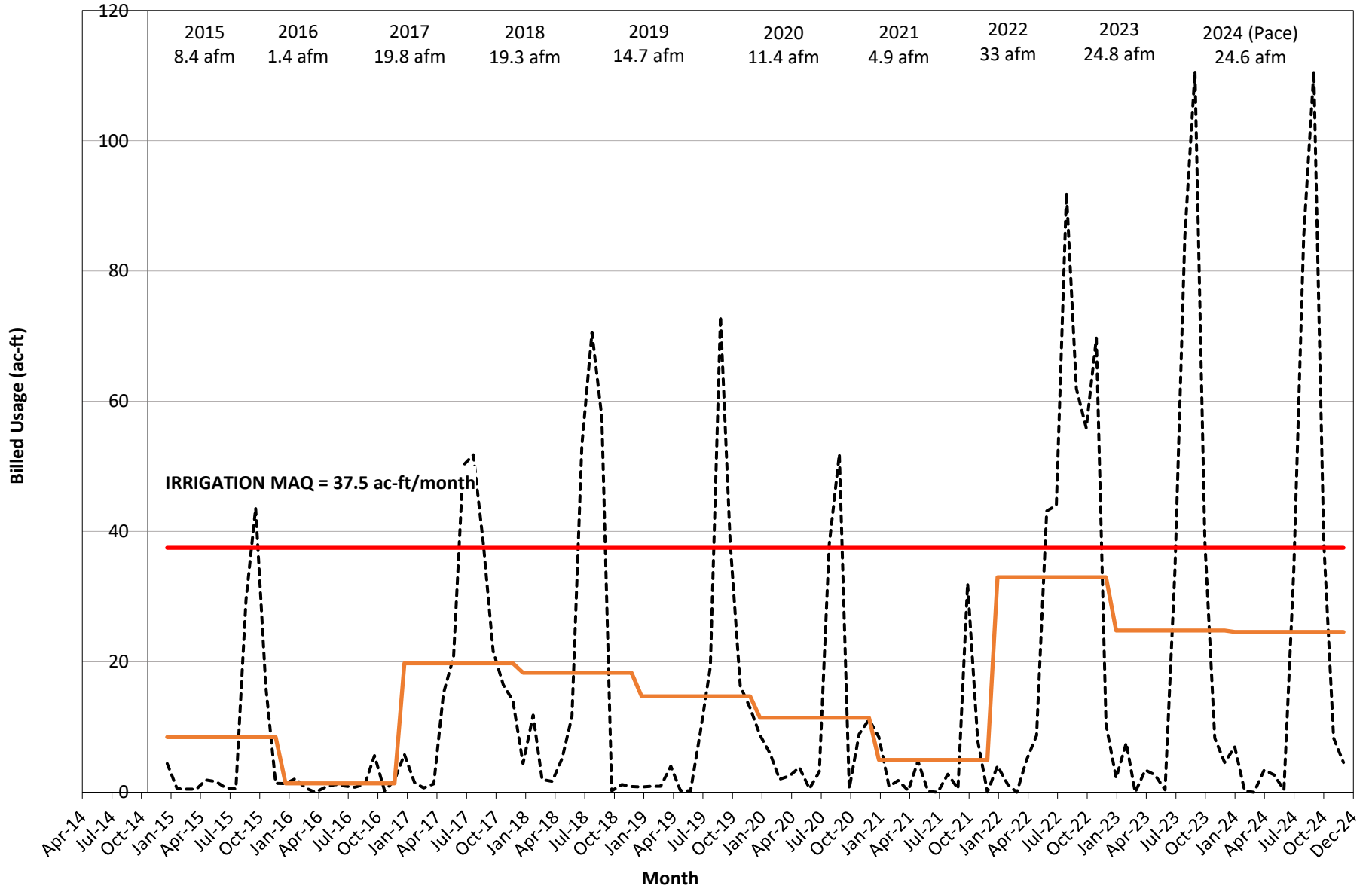


WTCPUA Annual Cumulative Municipal Raw Water Use

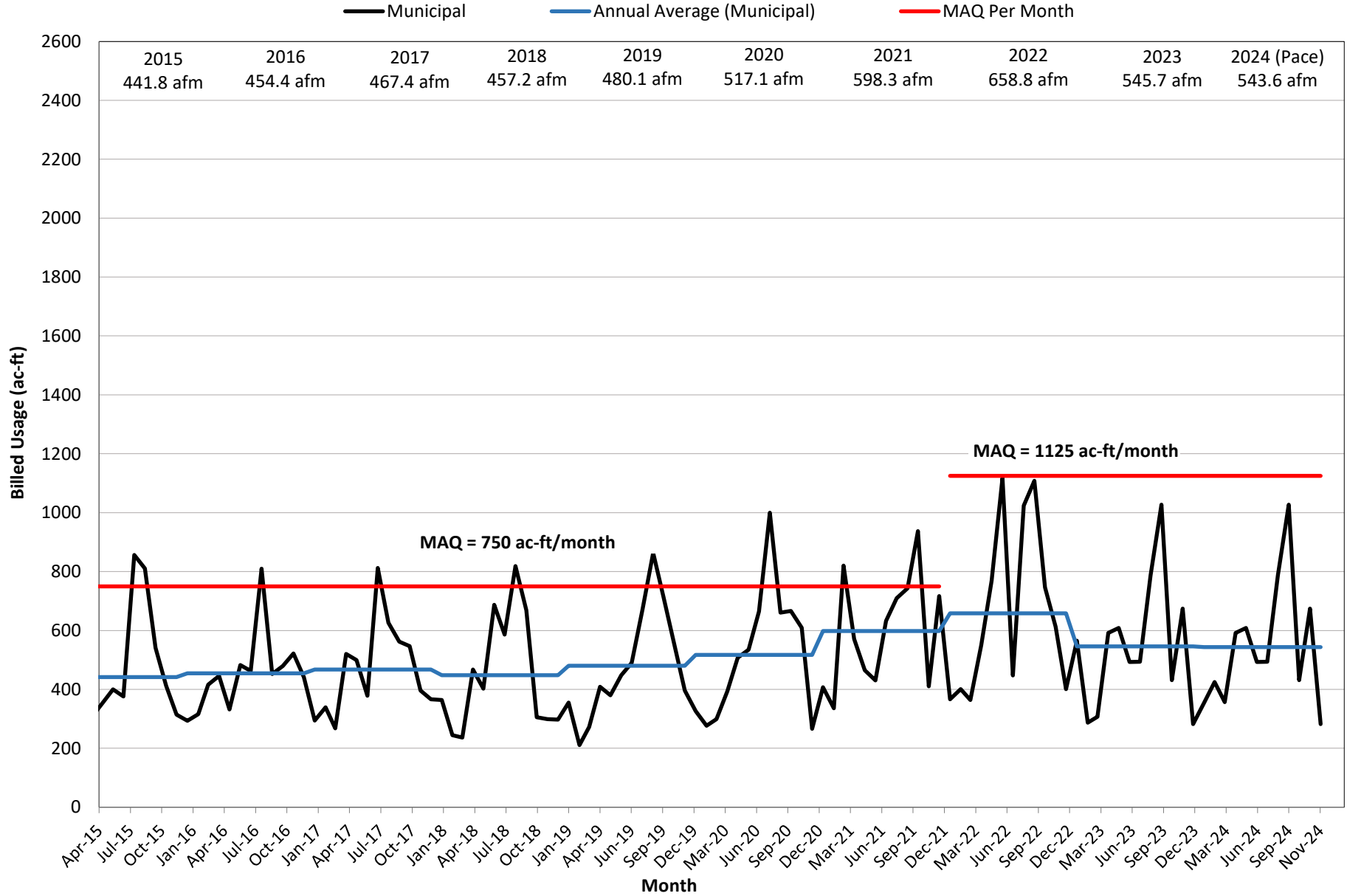


WTCPUA Irrigation Raw Water Usage

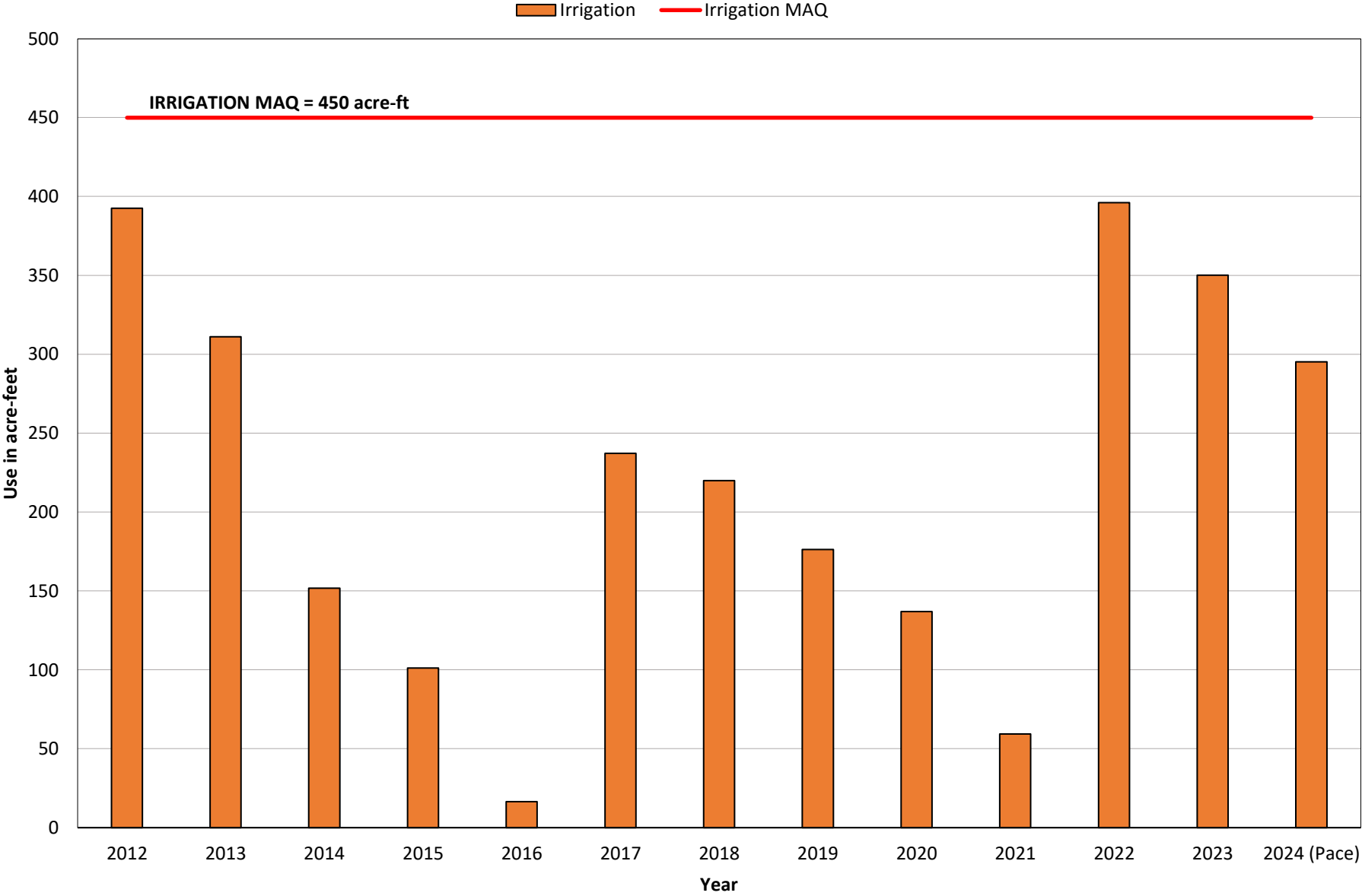
----- Irrigation ——— Annual Average (Irrigation)



WTCPUA Municipal Raw Water Usage



WTCPUA Annual Cumulative Irrigation Raw Water Use



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WTCPUA Uplands Water Treatment Plant Production Annual Production

