

VI. NEW BUSINESS

ITEM A

Budget Amendment Request Form

Date of Request: 5/19/2022

Purpose:

The litigation settlement amount approved by the Board on March 17, 2022 was not included in the original FY22 budget. Budget needs to be amended to avoid over-expenditure of the current budget line item.

General Ledger Info:

Fund: General Fund

Department: Admin

Account Code	Account Name	Project Code	Project Name	Amount			
				Increase	Decrease	Current Budget	Amended Budget
10-90-7332	Litigation	NA	NA	\$ 425,000.00		\$ 155,000.00	\$ 580,000.00
							\$ -
							\$ -
							\$ -

Budgeted Change to Fund Balance: \$ (425,000.00)

Approved for Board presentation:

Jennifer Riechers 5/15/22

 General Manager Date

Board Approval
 Date: _____

ITEM B

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY



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

May 11, 2022

Austin Seven Oaks III, LP
100 Congress Ave, Ste 1450
Austin, TX 78701

Re: Service Availability
300 Grace Lane Office
300 Grace Ln
Austin, TX 78746

Dear Austin Seven Oaks III, LP:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested retail water service for the proposed office. Service Availability for a total of thirty-one (31) LUEs of water allocation, with twenty-one (21) LUEs for retail use and ten (10) LUEs for irrigation use, are approved subject to the Developer complying with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

1. The Developer enters into a Non-Standard Service Agreement with the WTCPUA for thirty-one (31) LUEs of water allocation, with twenty-one (21) LUEs for retail use and ten (10) LUEs for irrigation use, within three (3) months of the date of the letter.
2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies.
3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
4. The WTCPUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Developer, at its sole cost and expense, grants to the WTCPUA all on-site and off-site easements necessary for the WTCPUA to own and operate the facilities.
6. Prior to release of water meters service for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including engineering review fees and legal fees.

7. The Developer and/or Retail Customers shall pay all fees for each new service connection in the Proposed Development, including but not limited to tap fees, meter drop- in fees and Impact Fees.
8. Developer shall pay the WTCPUA annual Water Reservation Fees as applicable per WTCPUA Tariff and policies.
9. The Developer shall follow and comply with all applicable WTCPUA Tariff, policies, rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.
10. The property is located within the Extraterritorial Jurisdiction of the City of Austin and shall be required to secure an approved subdivision plat within four (4) years from the date of this letter.
11. Provisions of water service to the Property by the WTCPUA shall become null and void if final construction plans have not been approved by the WTCPUA for the Project within four (4) years from the date of this letter.
12. The Developer shall adopt one of the alternative water quality measures required of the new development as specified in that certain "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement) including:
 - a. Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
 - b. TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348; or
 - c. U.S. Fish and wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000;
13. The property is subject to the City of Austin's platting and water quality rules.

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

Austin Seven Oaks III, LP

May 11, 2022

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Sincerely,

Jennifer Riechers
General Manager

Accepted by:

300 Grace Lane Office

By: _____

Name: _____

Title: _____

Date: _____

Cc: Matt Murray
Jennifer Smith
Keli Kirkley
Jennifer Riechers
Tricia Altamirano
Justin Kramer, Kimley-Horn and Associates Inc.
George Murfee, Murfee Engineering Inc.
Lauren Kalisek, Lloyd Gosselink Rochelle & Townsend, P.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

June 7, 2022

Mr. Joseph York, P.E.
Jones & Carter Engineering, Inc.
4350 Lockhill Selma Rd.
San Antonio, TX 78249

Re: Service Availability
HEB Austin, #33
Nuttly Brown Rd. and U.S. Hwy. 290
Lot 1A, Sec. 1, Silver Spur Ranchettes
Austin TX, 78737
WTCPUA Project # 290-20-031

Dear Mr. York:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a retail shopping center with a total square footage of 102,859. Service Availability for sixty-eight (68) LUEs of water allocation (62 LUES domestic use, 6 LUES irrigation use) is approved subject to the Developer complying with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

1. The Developer enters into a Non-Standard Water Service Agreement with the WTCPUA for sixty-eight (68) LUEs of water service within three (3) months of the date of the letter.
2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. **Water service is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed.** Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies.
3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.

4. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Developer, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.
6. Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including engineering review fees and legal fees.
7. The Developer and/or Retail Customers shall pay all fees for each new service connection in the Proposed Development, including but not limited to tap fees, meter drop-in fees and Impact Fees.
8. Developer shall pay the WTCPUA annual Water Reservation Fees as applicable per WTCPUA Tariff and policies.
9. The Developer shall follow and comply with all applicable WTCPUA Tariff, policies, rules, and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.
10. The Developer will be required to secure a Legal Lot Determination from Hays County or secure an approved subdivision plat in Hays County, Texas for the Property within four (4) years from the date of this letter.
11. Provisions of water service to the Property by the WTCPUA shall become null and void if final construction plans have not been approved by the WTCPUA for the Project within four (4) years from the date of this letter.
12. The Developer shall adopt one of the alternative water quality measures required of the new development as specified in that certain "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement) including:
 - a. Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
 - b. TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348; or
 - c. U.S. Fish and wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000;

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

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

Mr. Joseph York, P.E.

Page 3

June 7, 2022

Sincerely,

Jennifer Riechers
General Manager

Accepted by:

H-E-B, LP

By: _____

Name: _____

Title: _____

Date: _____

Cc: Matt Murray
Tricia Altamirano
Jennifer Smith
Keli Kirkley
Jennifer Riechers
Lauren Kalisek, Lloyd Gosselink Rochelle & Townsend, P.C.
George Murfee, Murfee Engineering Company, Inc.

ITEM C

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(300 GRACE LANE OFFICE)**

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

WHEREAS, Developer currently owns and plans to develop approximately 8.59 acres of land within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

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

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

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

ARTICLE I

DEFINITIONS, HEADINGS, AND INTERPRETATION

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

- (a) “Agreement” shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) “Developer” shall mean Austin Seven Oaks III, LP or its Assignees.
- (d) “Developer Deposit” shall mean the payment made by Developer as specified in Section 3.2 herein.

- (e) “Developer Facilities” shall mean those facilities to be constructed by Developer pursuant to this Agreement that are required to extend water service from the WTCPUA System to the Proposed Development as described on the attached **Exhibit B**.
- (f) “Effective Date” shall mean the date of the last signature to this Agreement.
- (g) “Impact Fees” shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water facilities that are identified in the WTCPUA’s ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) “Reservation Fee” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) “Reservation Period” shall mean a four (4) year period commencing on the date of the Written Service Commitment.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “Written Service Commitment” shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (m) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) "WTCPUA Rules and Policies" shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies
- (o) "WTCPUA System" shall mean the WTCPUA’s existing water treatment and distribution facilities used by the WTCPUA to provide retail potable water service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank, wastewater treatment plant, wastewater collection system, effluent holding ponds, effluent distribution system and pumping facilities.

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

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

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA and agrees to provide up to 31 LUEs of water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail service to Retail Customers located within the Proposed Development that collectively exceeds 31 LUEs water service.

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

ARTICLE III **FACILITIES FOR THE EXISTING DEVELOPMENT**

Section 3.1 Construction of Facilities. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies. Further, the Developer, at its sole cost and expense, shall grant to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.

Section 3.2 Developer Deposit. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000 ("Developer Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer

Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV
COMMENCEMENT OF SERVICE BY WTCPUA

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

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

Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including engineering review fees and legal fees. Further, the Developer and/or Retail Customers shall pay all fees for each new service connection in the Proposed Development, including but not limited to tap fees, meter drop-in fees and Impact Fees as provided in Section 4.2.

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

Section 4.2 **Impact Fees.** Developer and/or Retail Customers in the existing development shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water Impact Fees for a total of 31 water LUEs.

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

longer be considered in “reserved status” and such nonpayment will be considered a breach of contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

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

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 31 LUEs of water have not been installed in accordance to WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years’ Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA’s commitment of 31 LUEs of water service runs with and is assigned to the Proposed Development.

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

ARTICLE V **TERM; DEFAULT**

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the “Effective Date”). WTCPUA may terminate this agreement upon written notice to Developer for any of the 31 LUEs for which a Retail Customer has not requested water service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money to WTCPUA and is not

capable of being cured within thirty days, WTCPUA may terminate this Agreement upon written notice to Developer. Upon termination of this Agreement, including termination for nonpayment of Reservation Fees, WTCPUA will retain all payments made, if any, by Developer to the WTCPUA made under this Agreement and WTCPUA shall have no duty to extend water service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.

- (b) In the event that WTCPUA defaults on or materially breaches any one or more of the provisions of this Agreement, Developer shall give WTCPUA thirty (30) days to cure such default or material breach after Developer has made written demand to cure the same and before Developer files suit to enforce the Agreement. In the event of default by WTCPUA, Developer may, as its sole and exclusive remedy either: (a) seek specific performance or a writ of mandamus from a court of competent jurisdiction compelling and requiring WTCPUA and its officers to observe and perform their obligations under this Agreement; or (b) if specific performance and a writ of mandamus are barred by governmental immunity, then pursue all other legal and equitable remedies. A breach is material if WTCPUA violates its obligations and responsibilities as set forth in this Agreement.

ARTICLE VI **GENERAL PROVISIONS**

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

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

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

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

 Email: jriechers@wtcpua.org

Copy to: Austin Seven Oaks III, LP
 100 Congress Ave, Ste 1450
 Austin, Texas 78701

Developer: _____

 Email: _____

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

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

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

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

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

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

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

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

[Signature pages to follow]

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts
President, WTCPUA Board of Directors

Date: _____

ATTEST:

By: _____
Walt Smith
Secretary, WTCPUA Board of Directors

Date: _____

300 Grace Lane Office

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

EXHIBIT A

Nonstandard Service Agreement – [300 Grace Lane Office]

EXHIBIT B
DEVELOPER FACILITIES

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

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

WHEREAS, Developer currently owns and plans to develop approximately 60.6 acres of land within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

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

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

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

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

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

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

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

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

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

ARTICLE II
SERVICE COMMITMENT

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide up to 68 LUEs (62 LUEs domestic use, 6 LUEs irrigation use) of retail water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 68 LUEs.

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

ARTICLE III
FACILITIES FOR THE PROPOSED DEVELOPMENT

Section 3.1 Construction of Facilities. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. **Water service is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed.** Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies. Further, the Developer, at its sole cost and expense, shall grant to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.

Section 3.2 Developer Deposit. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000 ("Developer Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV
COMMENCEMENT OF SERVICE BY WTCPUA

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

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

Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including engineering review fees and legal fees. Further, the Developer and/or Retail Customers shall pay all fees for each new service connection in the Proposed Development, including but not limited to tap fees, meter drop-in fees and Impact Fees as provided in Section 4.2.

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

Section 4.2 Impact Fees. Developer and/or Retail Customers in the proposed development shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water Impact Fees for a total of 68 LUEs.

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

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

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

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

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

ARTICLE V **TERM; DEFAULT**

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

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money to WTCPUA and is not capable of being cured within thirty days, WTCPUA may terminate this Agreement upon written notice to Developer. Upon termination of this Agreement, including termination for nonpayment of Reservation Fees, WTCPUA will retain all payments made, if any, by

Email: jriechers@wtcpua.org

Copy to:

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

Email: lkalisek@lglawfirm.com

Developer:

H-E-B, LP

646 S. Flores Street

San Antonio, Texas 78204

With a copy to:

Golden Steves & Golden LLP

200 E. Basse Rd, Suite 200

San Antonio, Texas 78209

Attn: Ami Gordon

Email: _____

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

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

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

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

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

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

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

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

[Signature pages to follow]

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President

Date: _____

ATTEST:

Walt Smith, Secretary

**H-E-B, LP,
A Texas limited partnership**

By: _____

Name: Benjamin R. Scott_____

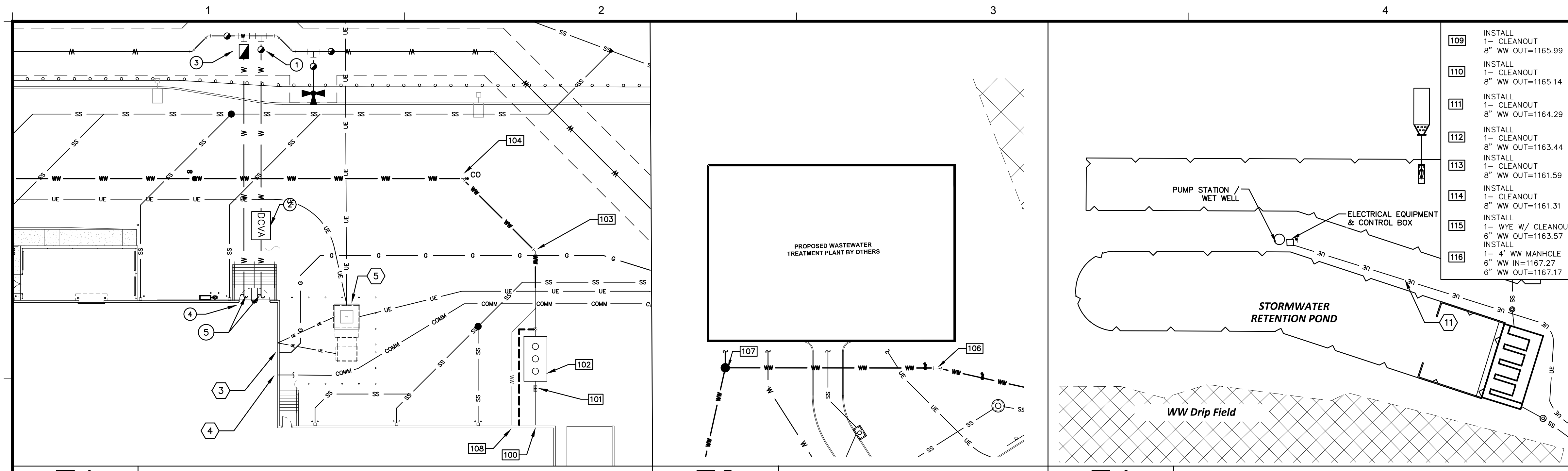
Title: Vice President of Real Estate_____

Date: _____

EXHIBIT A

EXHIBIT B
DEVELOPER FACILITIES

Date: Feb. 10, 2023, 11:22am User ID: JF
File: K:\59771\6977-0004-04 Heb - Austin_33 design\1 design phase\CAD\Draw\Site\Draw\AUST33_civ_c-4.0 Utility.dwg

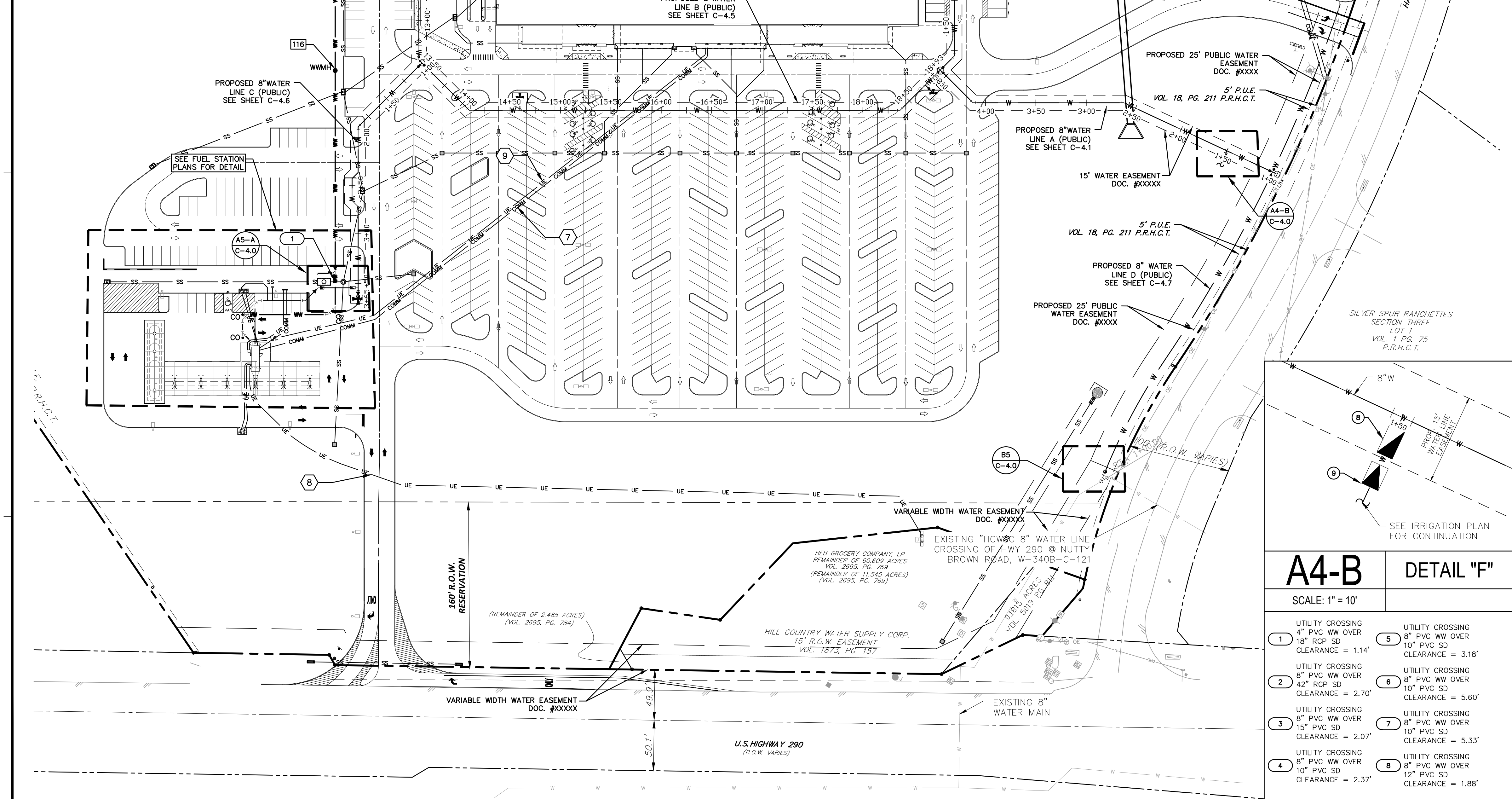
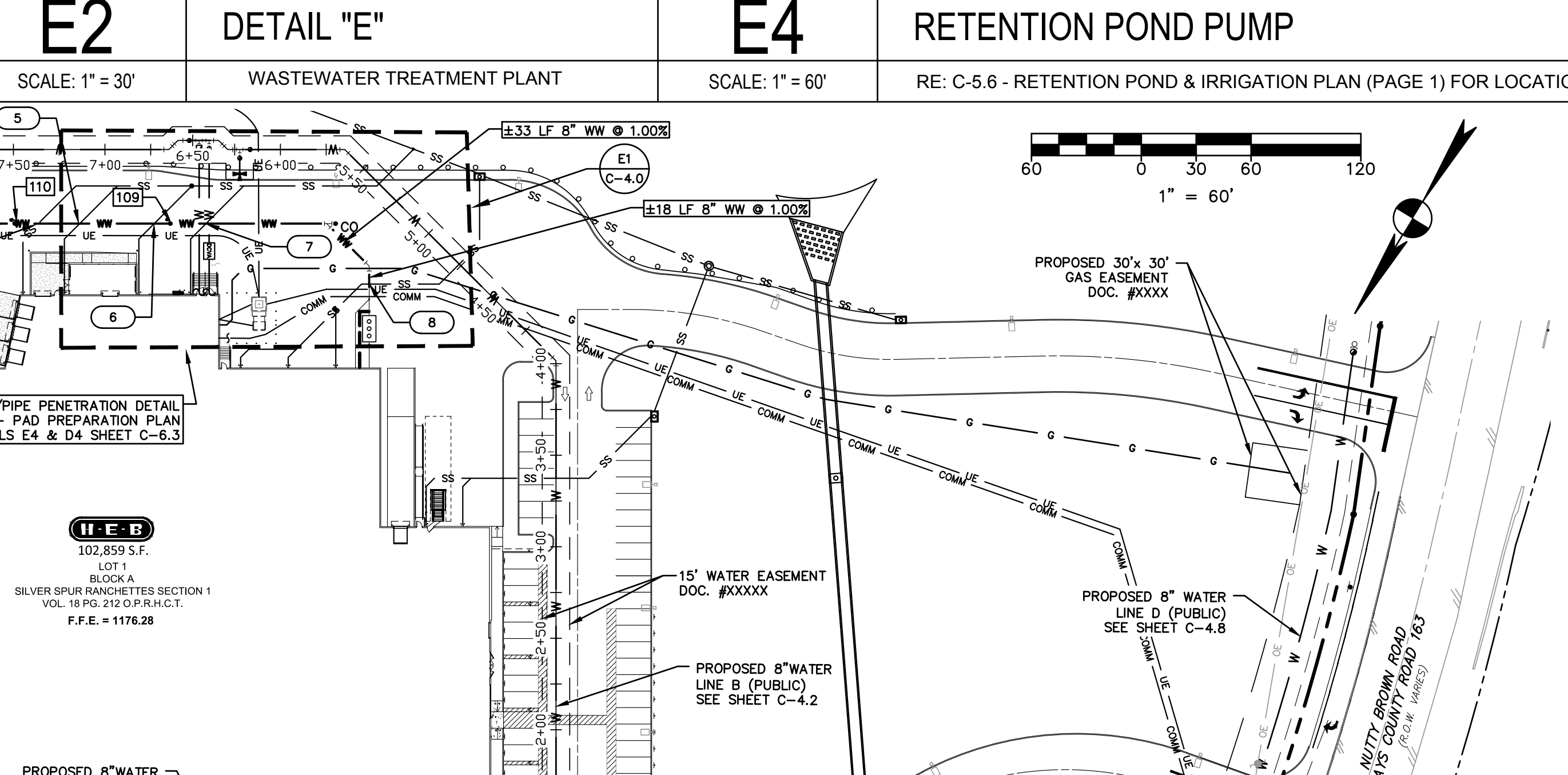
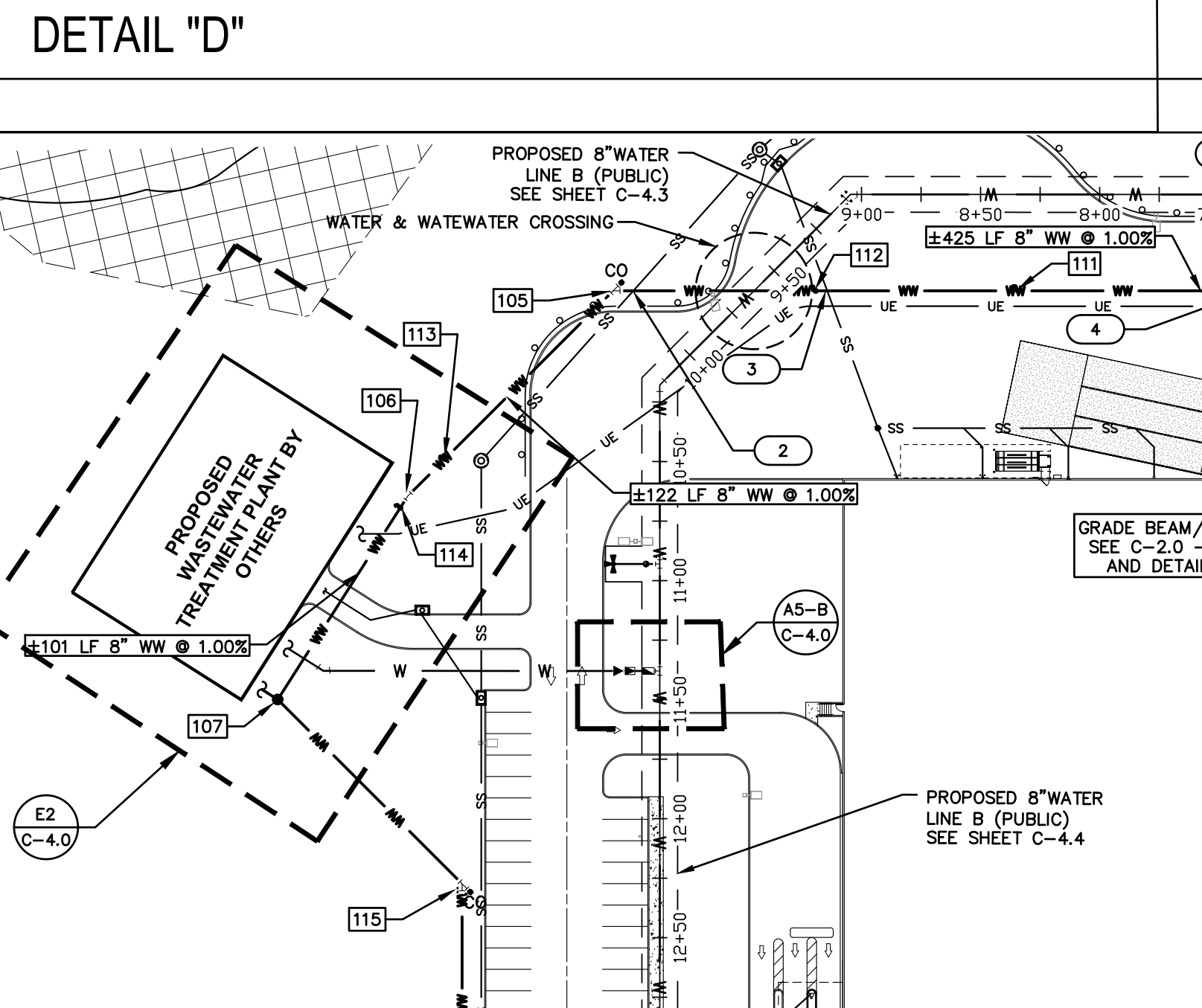
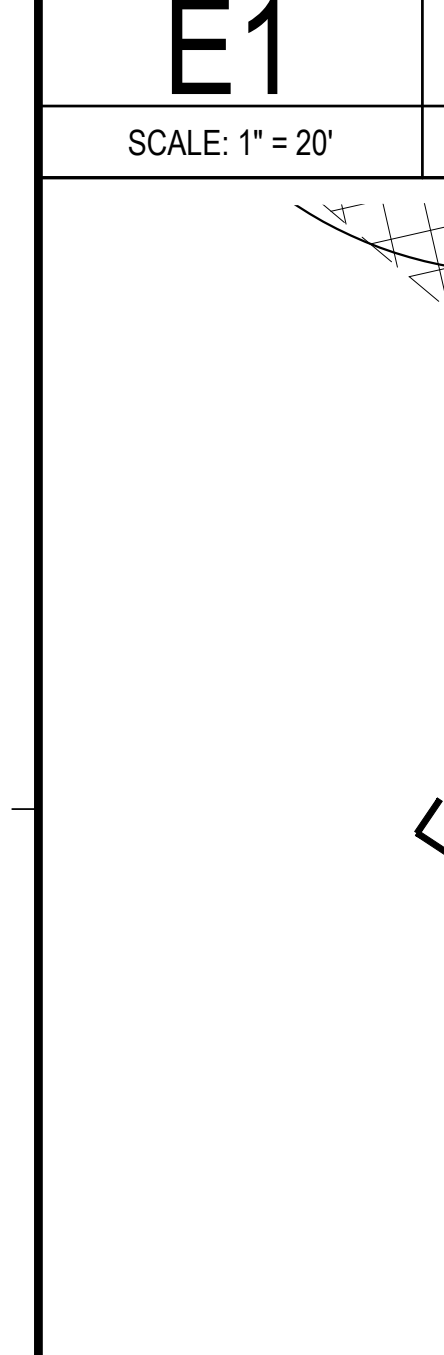
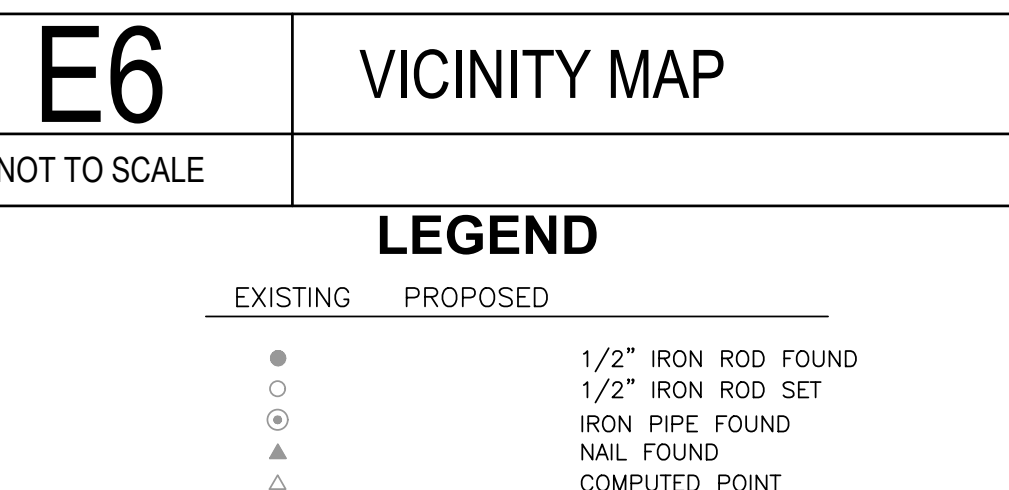
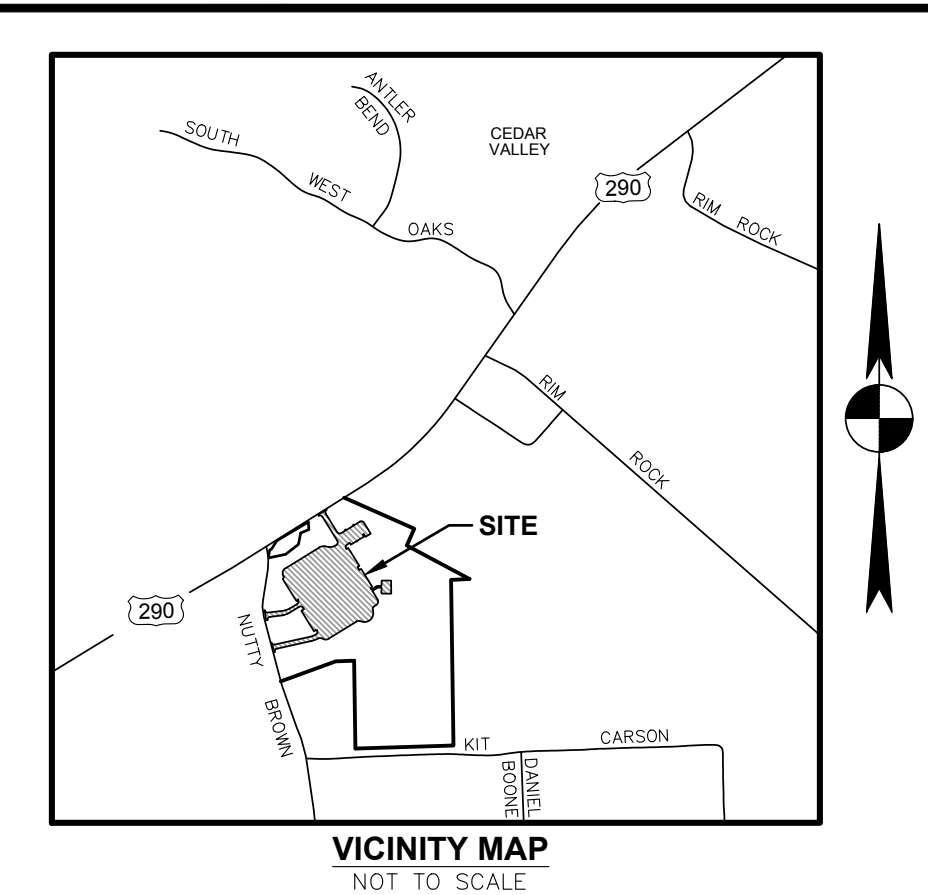


- 109 INSTALL
1- CLEANOUT
8" WW OUT=1165.99
- 110 INSTALL
1- CLEANOUT
8" WW OUT=1165.14
- 111 INSTALL
1- CLEANOUT
8" WW OUT=1164.29
- 112 INSTALL
1- CLEANOUT
8" WW OUT=1163.44
- 113 INSTALL
1- CLEANOUT
8" WW OUT=1167.50
- 114 INSTALL
1- CLEANOUT
8" WW OUT=1161.31
- 115 INSTALL
1- WYE W/ CLEANOUT
8" WW OUT=1163.57
- 116 INSTALL
1- 4" WW MANHOLE
8" WW IN=1167.27
8" WW OUT=1167.17

- WASTEWATER KEYNOTES:**
- 100 CONNECT WW TO BUILDING
SEE MEP PLANS
 - 101 CONNECT TO WATER MAIN
INSTALL:
1- DOUBLE CLEANOUT
6" WW IN=1167.96
6" WW OUT=1167.78
FG=1171.34
 - 102 INSTALL:
1- 2500 GAL GREASE TRAP
6" WW IN=1167.50
6" WW OUT=1167.44
FG=1171.13
 - 103 INSTALL:
1- 45" BEND
8" WW IN=1167.17
8" WW OUT=1167.17
FG=1165.77
 - 104 INSTALL:
1- 8" WYE WITH CLEANOUT
8" WW IN=1166.84
8" WW OUT=1166.84
FG=1169.38
 - 105 INSTALL:
1- 8" WYE WITH CLEANOUT
8" WW IN=1162.59
8" WW OUT=1162.59
FG=1167.00
 - 106 INSTALL:
1- 22.5" BEND
8" WW IN=1161.37
8" WW OUT=1161.37
FG=1165.75
 - 107 INSTALL:
1- 4" WWHM
8" WW IN=1160.35
8" WW OUT=TBD
FG=1165.00
 - 108 CONNECT WW TO BUILDING
SEE MEP PLANS
8" WW OUT=1168.17

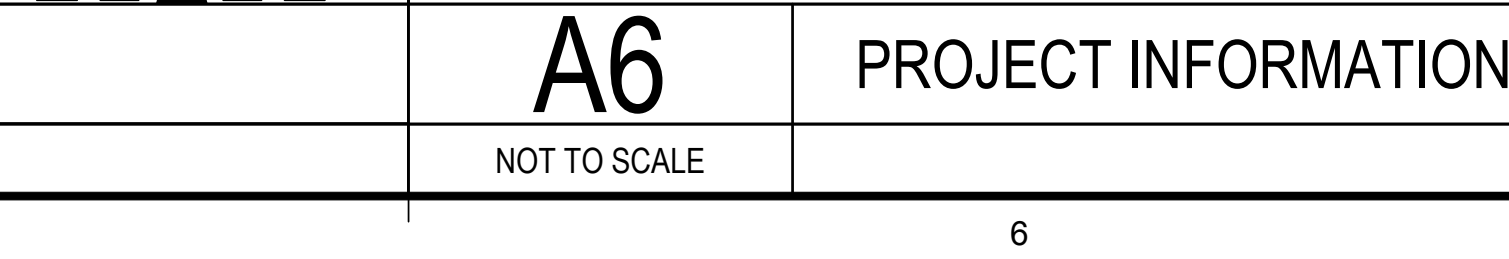
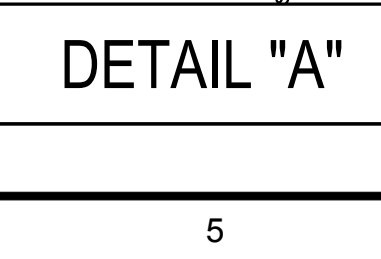
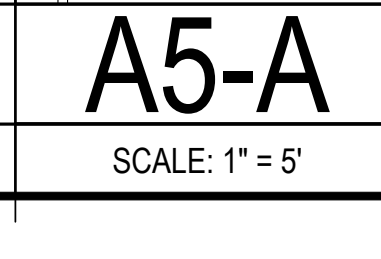
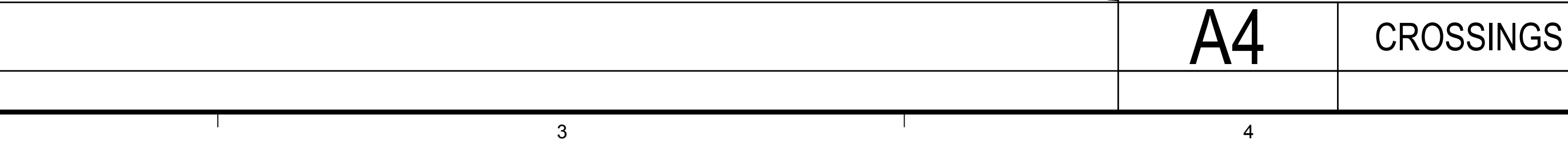
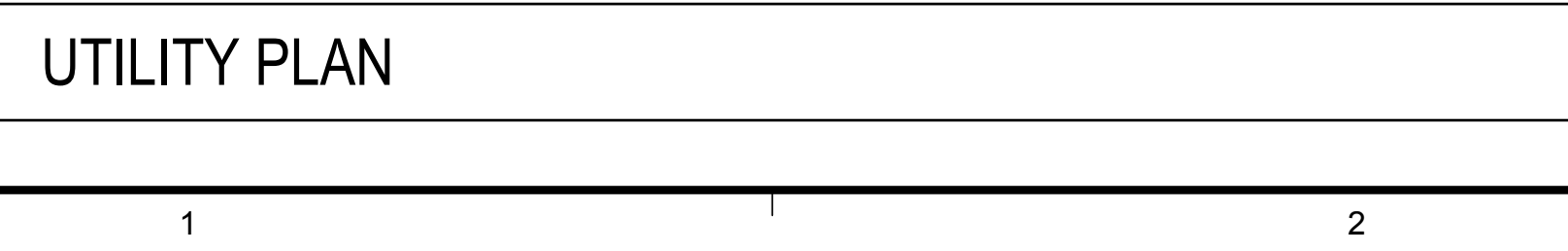
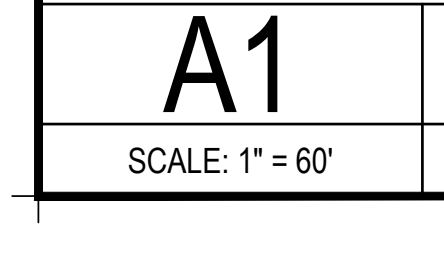
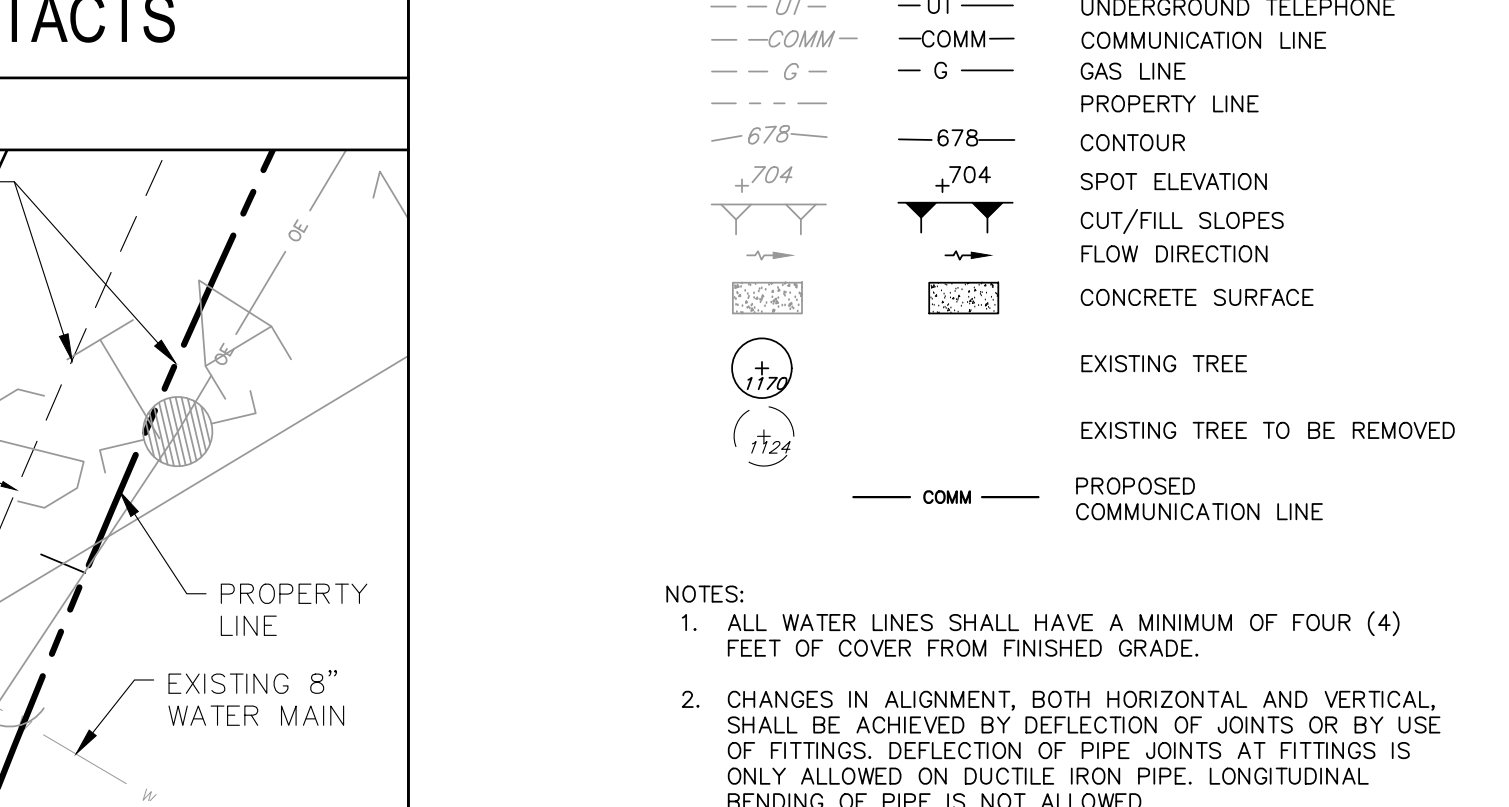
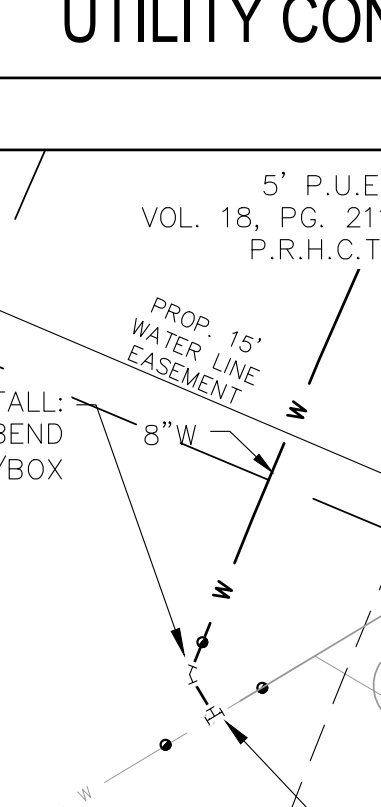
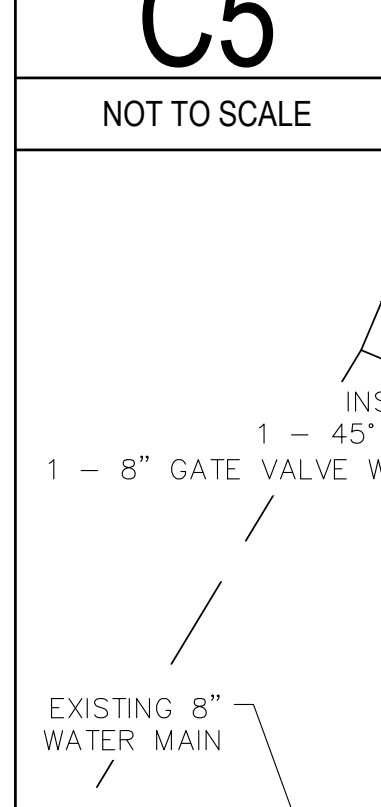
- WATER KEYNOTES (CONT'D):**
- 5 SEE MEP PLANS FOR
CONTINUATION
 - 6 CONNECT TO WATER MAIN
INSTALL:
1- 8" x 1/2" TEE (PUBLIC)
1- 1/2" GATE VALVE W/ VALVE BOX
COMPLETE (PUBLIC)
1- 1/2" WATER METER (PUBLIC)
 - 7 INSTALL:
1- 1" BACKFLOW PREVENTER
(PRIVATE)
 - 8 CONNECT TO WATER MAIN
INSTALL:
1- 8" x 1/2" TEE (PUBLIC)
1- 1/2" GATE VALVE W/ VALVE BOX
COMPLETE (PUBLIC)
1- 1/2" WATER METER (PUBLIC)
 - 9 INSTALL:
1- 1" BACKFLOW PREVENTER (PRIVATE)
 - 10 CONNECT TO WATER MAIN
INSTALL:
1- 8" x 5/8" TEE (PUBLIC)
1- 5/8" GATE VALVE W/ VALVE BOX
COMPLETE (PUBLIC)
1- 5/8" WATER METER (PUBLIC)
 - 11 INSTALL:
1- 5/8" BACKFLOW PREVENTER
(PRIVATE)

- UTILITY KEYNOTES:**
- 1 2" GAS BY GAS COMPANY.
CONTRACTOR TO COORDINATE ALL
ASPECTS OF CONSTRUCTION AND
SERVICE.
 - 2 3-4" CONDUITS CABLE TV AND
TELEPHONE SERVICE
 - 3 CONNECT GAS SERVICE TO STORE
 - 4 3-4" CONDUITS CABLE TV AND
TELEPHONE SERVICE
 - 5 PREFER OVERHEAD TRANSFORMER
IF ALLOWED BY UTILITY COMPANY.
 - 6 2-4" CONDUITS ELECTRICAL
SERVICE
 - 7 3-2" PVC CONDUIT WITH DRAW STRING
FROM 1" INSIDE CANOPY/KIOSK TO
COMPUTER ROOM.
 - 8 1-1/2" CONDUITS FOR REQUIRED
POWER AND COMMUNICATION TO FUEL
SIGN.
 - 9 3/4" CONDUIT FOR REQUIRED POWER
TO FUEL STATION.
 - 10 TEMPORARY MOBILE GENERATOR;
RE: D2/C-6.1
 - 11 CONDUIT CABLE FOR PUMP
STATION



- WATER KEYNOTES:**
- 1 PROVIDE 8"-10" FIRE LINE TO
STORE RISER, FOR CONTINUATION.
INSTALL:
1- 8" x 1/2" TEE (PUBLIC)
 - 2 1- 8" GATE VALVE W/ VALVE BOX
COMPLETE (PUBLIC)
 - 3 INSTALL:
1- 8" DCDA BACKFLOW PREVENTER
PROVIDE 3" WATER SERVICE (PUBLIC),
3 1/2" DOMESTIC LINE (PRIVATE). RE:
MEP PLANS FOR CONTINUATION.
 - 4 INSTALL:
1- 8" x 3/4" TEE (PUBLIC)
1- 3/4" GATE VALVE W/ VALVE BOX
COMPLETE (PUBLIC)
 - 5 1- 3" DOMESTIC METER (PUBLIC)
 - 6 INSTALL:
1- 3" BACKFLOW PREVENTER

- UTILITY CONTACTS:**
- | | | |
|-------------|--|--|
| WATER: | WEST TRAVIS COUNTY PUBLIC GAS:
UTILITY AGENCY
12125 SEE CANYE PARKWAY
BUILDING B, SUITE 110
SEE CANYE, TEXAS 78738
(512) 501-8083
CONTACT: RUBIN RAMIREZ | TEXAS GAS SERVICE, A
DIVISION OF ONE GAS
AVENUE
AUSTIN, TEXAS 78751
(512) 465-1110
CONTACT: CHRISTOPHER
MCKNIGHT |
| WASTEWATER: | ON-SITE WASTEWATER
TREATMENT FACILITY | TELEPHONE: T.B.D. |
| DRAINAGE: | T.B.D. | ELECTRIC:
PEDERNALES ELECTRIC COOP
9115 OWENS DRIVE
AUSTIN, TEXAS 78736
(877) 372-0391
CONTACT: ROSE RIOS |
| | | CABLE: T.B.D. |



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Texas Board of Professional Engineers Registration No. F-439
4550 Lochlin-Selma Road, Suite 100 • San Antonio, Texas 78249 • 210.494.5511
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HEB AUSTIN 33 #780
12021 W US 290
AUSTIN, TEXAS 78737

UTILITY PLAN

SCALE: AS INDICATED
CONSULT: JAMES CARTER
PROJECT NO.: SP-2020-04000
DATE: 01/14/2023
SHEET NO.: 24 OF 65
C-4.0

03.12.2021
ISSUE 01

PLEASE BE ADVISED: THIS DOCUMENT MAY CONTAIN SENSITIVE AND/OR PROPRIETARY INFORMATION AND THEREFORE MUST BE KEPT CONFIDENTIAL AND NOT BE DISCLOSED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF JONES CARTER. ANY INFORMATION CONTAINED HEREIN SHALL BE FOR THE EXCLUSIVE USE OF THE CLIENT AND IS NOT TO BE RELEASED OR DISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF JONES CARTER. ANY INFORMATION CONTAINED HEREIN IS THE PROPERTY OF JONES CARTER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY UNAUTHORIZED USE, REPRODUCTION, OR DISSEMINATION OF THIS DOCUMENT IS STRICTLY PROHIBITED. ANY VIOLATION OF THESE TERMS SHALL BE SUBJECT TO A WRITTEN CONFIDENTIALITY AGREEMENT.

ITEM G

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) memorializes the understandings reached between the Lake Pointe Municipal Utility District (the “MUD”) and the West Travis County Public Utility Agency (the “WTCPUA”) concerning certain property belonging to the WTCPUA to be conveyed to the MUD.

RECITALS

1. The WTCPUA and the MUD (the “Parties) have entered into discussions regarding the conveyance of property located at 3100 and 3102 Napa Drive, Austin, Texas 78738 (the “WTCPUA Property”).

2. Prior to such conveyance, a portion of the WTCPUA Property must be subdivided through the appropriate regulatory process which may take twelve months or more.

3. Because the MUD would like to move forward in making improvements to portions of the WTCPUA Property while the subdivision and conveyance process is underway, the Parties desire to enter into this MOA to confirm the MUD’s access to the WTCPUA Property and installation of improvements subject to certain terms and conditions.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this MOA, and other good and valuable consideration, the MUD and the WTCPUA agree as follows:

1. The WTCPUA plans to convey the WTCPUA Property to the MUD after all legal requirements are satisfied with Travis County, and any other applicable governmental authority;

2. Prior to such conveyance and starting from the Effective Date of this MOA (which is the last date of execution by one of the Parties below) the MUD and its representatives may enter the WTCPUA Property and perform reasonable and necessary improvements to the WTCPUA Property that do not interfere with the WTCPUA’s use of the WTCPUA Property or WTCPUA’s improvements thereon and subject to the WTCPUA General Manager’s prior approval of such improvements by the MUD, not to be unreasonably withheld or delayed.

3. The MUD shall indemnify WTCPUA to the extent allowed by law for any claims or damages raised by third parties related to the MUD’s or its representatives’ use of or work on the WTCPUA Property.

4. This MOU will terminate and be of no further force or effect on the earlier of (i) the date WTCPUA conveys the WTCPUA Property to the MUD or (ii) two years from the Effective Date.

IN WITNESS WHEREOF, this Memorandum of Agreement is executed in multiple identical counterparts.

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
Board President

Date: _____

LAKE POINTE MUNICIPAL UTILITY DISTRICT

By: _____
President

Date: _____

ITEM H



Murfee Engineering Company

May 12, 2022

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: WTCPUA Lake Pointe LS Rehab
Request for Adjustment to Project Budget
MEC File: 11051.151

Mr. Roberts and Board:

The purpose of this letter is to provide background and justification for our request for your consideration of an adjustment to the engineering fees for the above-referenced project.

In 2020 Murfee Engineering was asked to provide a proposal for designing the rehabilitation of the Lake Pointe Lift Station. MEC presented a work order to the Board for consideration and got approved on May 21st, 2020 (please see Attachment A). The work order included installing an ozone-based hydrogen sulfide control system, replacing piping within the wet wells, repairing the existing concrete damage, installing a liner within the wet well, and replacing the flap check valves leading from the valve vaults.

Through conversations with the WTCPUA staff during design, it was understood that maximizing the service life of the Lake Pointe Lift Station was a primary concern. In pursuit of this an HDPE liner was designed around instead of the spray liner assumed during the proposal. The HDPE liner design with an accompanying HDPE piping system required significantly more engineering than the original alternative. During the bidding process additional product research and design was performed to determine piping and coating alternatives.

Additionally, a desired operational feature of the lift station was the ability for the lift station sides to operate independently should any pump or piping work need to be done on one of the sides. These design modifications required yard piping discovery with WTCPUA line-maintenance staff and ongoing coordination with the contractor.

Please refer to the attached proposed Manpower and Budget Estimate for your approval that takes into consideration the additional work performed to date and work to be performed through project completion. MEC would like to respectfully request an additional \$38,575.00 in engineering fees to finish this project.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Blake West', is written over a light blue horizontal line.

Blake West, P.E.

Project Engineer

MANPOWER & BUDGET ESTIMATE

Client: WTCPJA
Project: Lake Pointe LS Rehab - Contract Amendment

Task	Employee Classification	Principal	Managing Engineer	Senior Project Manager	Project Manager	Project Engineer	Project Administration Manager	Project Administration Associate	Engineering Technician II	Engineering Technician I	Senior CAD Design Technician	CAD Design Technician	Draftsperson	Technical Administrative Assistant	Total Hours	Labor Cost
	Hourly Rate	\$300	\$250	\$200	\$175	\$145	\$160	\$80	\$115	\$95	\$165	\$110	\$95	\$85		
Construction Admin:																
Insurance Coordination		0	2	0	2	15	0	0	0	0	0	0	0	0	19	\$ 3,025.00
Additional Yard Piping Coordination		0	2	0	10	20	0	0	0	0	0	0	0	0	32	\$ 5,150.00
Construction Admin through Completion		0	10	0	60	120	0	0	0	0	0	0	0	0	190	\$ 30,400.00
	Hours	0	14	0	72	155	0	0	0	0	0	0	0			
	Labor Cost	\$0	\$3,500	\$0	\$12,600	\$22,475	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	TOTAL	\$ 38,575.00

An Agreement for the Provision of Limited Professional Services

Murfee Engineering Co., Inc.
1101 Capital of Texas Hwy. South, Bldg. D
Austin, Texas 78746
(512) 327-9204
dlozano@murfee.com

Client: WTC Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, Texas 78738
generalmanager@wtcpua.org

Date: May 14th, 2020

Project No.: 11051.____ WTCPUA Work Order No. _____

Project Name: Lake Pointe WWTP Influent Lift Station Rehabilitation Design and Construction Administration
Scope/Intent and Extent of Services: Engineering Services shall be inclusive as necessary to assist the Client with permitting, design and construction administration as necessary for the Lake Pointe WWTP Influent Lift Station Rehabilitation project. Design phase services shall include preparation of construction plans. Construction phase services 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 administrate the construction contract through final completion, including engineer's certifications upon completion. The scope of work for the rehabilitation is as outlined in the Memorandum from Murfee Engineering Company, Inc., dated .

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:

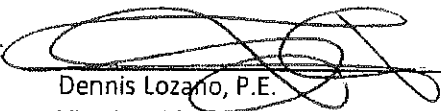
Design and Preparation of Construction Plans and Specs	\$32,640
Procurement Through Award and Construct Administration	\$10,000

\$42,640

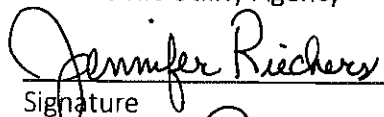
The estimated fees do not include review fees, direct reimbursable expenses, or architectural design. Additional Services fees must have WTCPUA approval prior to expenditure. The Contract amount for this project shall not exceed the total amount of \$42,640 as listed above without Board approval by the WTCPUA.

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

Offered By:
Murfee Engineering Co.

By:  5-14-20
Dennis Lozano, P.E. Date
Vice President

Accepted By:
WTC Public Utility Agency

 5-21-20
Signature Date
Jennifer Riechers General Manager
(Printed Name/Title)

ITEM I



Murfee Engineering Company

May 23rd, 2022

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

Re: WTCPUA Trautwein Road at Hwy 290 12-inch Water Line Relocation
Bid Tabulation and Recommendation of Award

President Roberts and Board of Directors:

Sealed bids for the above-referenced project were opened and publicly read aloud at 2:00 PM on May 17th, 2022, at the offices of Murfee Engineering Company, Inc. The total amount base bids are summarized below. A detailed bid tabulation is attached.

<u>Company</u>	<u>Base Bid</u>
Lone Star Sitework, LLC	\$251,177.80
Smith Contracting Co., Inc.	\$492,013.00

The Invitation for Bids was advertised in accordance with Texas Water Code and Local Government Code rules for procurement.

We have reviewed the bid packages for conformance with the Contract Documents and recommend award of the contract to the low bidder Lone Star Sitework, LLC for the total base bid amount of \$251,177.80. Should you have any questions or require any additional information, please contact me at your convenience.

Sincerely,

Jason Baze, P.E.

Attachments: Bid Tabulation

CC: George Murfee, P.E. – MEC
MEC File No. 11051-166

Bid Tabulation -May 17, 2022

Construction of Trautwein Road at Hwy 290 12-Inch Waterline Relocation for West Travis County Public Utility Agency

MEC Project No. 11051-166

Smith Contracting Co., Inc

Lone Star Sitework, LLC

Item No.	Description of Item	Contract Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount
<u>EROSION & SEDIMENTATION CONTROL ITEMS</u>							
E1	Silt Fence	225.00	LF	\$ 5.00	\$ 1,125.00	\$ 6.00	\$ 1,350.00
E2	LOC Restoration / Hydromulch Seeding	3,478.00	SY	\$ 2.00	\$ 6,956.00	\$ 8.50	\$ 29,563.00
E3	Tree Protection Installation & Maintenance	553.00	LF	\$ 4.00	\$ 2,212.00	\$ 10.00	\$ 5,530.00
EROSION & SEDIMENTATION CONTROL ITEMS SUBTOTAL				\$	10,293.00	\$	36,443.00
<u>WATER ITEMS</u>							
W1a	12 inch Ductile Iron Water Main(4ft-6ft cut)	394.00	LF	\$ 500.00	\$ 197,000.00	\$ 150.00	\$ 59,100.00
W1b	12 inch Ductile Iron Water Main(6ft-15ft cut)	50.00	LF	\$ 600.00	\$ 30,000.00	\$ 190.00	\$ 9,500.00
W1c	12 inch Ductile Iron Water Main(within casing pipe)	88.00	LF	\$ 200.00	\$ 17,600.00	\$ 180.00	\$ 15,840.00
W2	12 inch Connection Existing Water Main	2.00	Each	\$ 3,400.00	\$ 6,800.00	\$ 4,149.00	\$ 8,298.00
W3	24 inch Encasement Pipe (Bore)	60.00	LF	\$ 2,000.00	\$ 120,000.00	\$ 836.00	\$ 50,160.00
W4	24 inch Encasement Pipe (Open Cut)	28.00	LF	\$ 1,100.00	\$ 30,800.00	\$ 380.00	\$ 10,640.00
W5	12 inch Gate Valve & Box	5.00	Each	\$ 6,300.00	\$ 31,500.00	\$ 5,200.00	\$ 26,000.00
W6	Water Services	2.00	Each	\$ 3,000.00	\$ 6,000.00	\$ 3,110.00	\$ 6,220.00
W7	12 inch Tees	2.00	Each	\$ 2,000.00	\$ 4,000.00	\$ 2,770.00	\$ 5,540.00
W8	Combination 2" Air Release Vacuum Valve and Vault	1.00	Each	\$ 6,300.00	\$ 6,300.00	\$ 6,154.00	\$ 6,154.00
W9	Trench Safety	444.00	LF	\$ 5.00	\$ 2,220.00	\$ 8.70	\$ 3,862.80
W10	Pavement Repair	19.00	SY	\$ 500.00	\$ 9,500.00	\$ 180.00	\$ 3,420.00
WATER ITEMS TOTAL				\$	461,720.00	\$	204,734.80
<u>MISCELLANEOUS ITEMS</u>							
M1	Traffic Control	1.00	LS	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
MISCELLANEOUS ITEMS SUBTOTAL				\$	20,000.00	\$	10,000.00
CONTRACT TOTAL				\$	492,013.00	\$	251,177.80
<u>Alternate Deducts</u>							
A1	Alternate Deduct for Open Cut Station 10+29 to Station 10+89	1.00	LS	\$ 10,000.00	\$ 10,000.00	\$ 17,170.00	\$ 17,170.00

ITEM J

CONSTRUCTION AND REIMBURSEMENT AGREEMENT FOR 24-INCH WATER TRANSMISSION LINE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Construction and Reimbursement Agreement for 16-Inch Transmission Line (the “**Agreement**”), is made by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency created and operating under Chapter 572, Texas Local Government Code (the “**WTCPUA**”) and H-E-B, L.P. (“**the Developer**”)(WTCPUA and the Developer are each a “**Party**”, and are collectively the “**Parties**”).

W I T N E S E T H:

WHEREAS, the WTCPUA owns and operates a regional water and wastewater system in West Travis County and Hays County;

WHEREAS, Developer currently owns and plans to develop approximately 60.609 acres of land known as H-E-B 33, as described on the attached **Exhibit A** (collectively, the “**Development**”);

WHEREAS, the WTCPUA and the Developer have previously entered into a Nonstandard Service Agreement, dated January 29, 2021 (which, as amended or may be further amended in the future, is defined herein as the “**NSSA**”), which details the provision of retail water service to the Development, according to the terms of the NSSA;

WHEREAS, the WTCPUA has determined that it is necessary to construct an offsite 16-inch water transmission line to provide water service, the location of which is detailed in **Exhibit B** (the “**Project**”);

WHEREAS, the Developer desires to construct the Project and convey the Project to the WTCPUA, and the WTCPUA agrees to reimburse the Developer for costs to construct the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is evidenced by the Parties’ respective execution of this Agreement, the Parties agree as follows:

SECTION 1. DEFINITIONS

- (a) “**Agreement**” shall mean this Agreement to Construct 16-Inch Water Transmission Line, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.

- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement.
- (c) “Developer” shall mean H-E-B, L.P., or its Assignees.
- (d) “Effective Date” shall mean the date of the last signature to this Amended and Restated Agreement.
- (e) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (f) “Project” shall mean the offsite 16-inch water transmission line to serve the area south of the Development, the location of which is detailed in **Exhibit B**.
- (g) “TCEQ” shall mean the Texas Commission on Environmental Quality.
- (h) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (i) “WTCPUA Rules and Policies” shall mean the WTCPUA’s rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies.
- (j) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service and retail wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.

SECTION 2. THE PROJECT

2.1 Facilities to be Constructed. The Developer shall construct the Project in accordance with the designs, plans, and specifications provided by the WTCPUA. The Project shall be constructed in compliance with the WTCPUA Rules and Policies, and in accordance with all applicable rules and regulations of Texas Commission on Environmental Quality (the “**TCEQ**”) and any other governmental entities relating to public water systems and facilities. The location of the Project are more specifically depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes. The Developer shall be responsible for any and all damage to any WTCPUA property during the construction, installation, and operation of the Project.

Prior to construction, Developer shall secure a performance bond, a maintenance bond, and a payment bond in the amount of 100% of the proposed costs of the Project as estimated by the WTCPUA. The maintenance bond shall be for at least a term of one (1) year following substantial completion of the Project. Upon conveyance of the Project in accordance with this Agreement, such bonds will be transferred to the WTCPUA, as applicable.

2.2 Inspection. Upon prior written notice, The Developer shall provide the WTCPUA's engineer and staff with access during regular working hours to inspect the installation, construction, and/or operation of the Project.

2.3 Real Property Rights. The Developer shall grant the WTCPUA a permanent water utility and access easement for the Project in a form and manner that is satisfactory to the WTCPUA, as determined by the WTCPUA. The Parties agree that it is a condition precedent to the WTCPUA to perform any of its obligations under this Agreement that the Developer grant the WTCPUA such easement.

2.4 Funding of the Project. The Developer shall be responsible for advancing all costs associated with the construction of the Project, including project administration, review fees, and inspection fees. Upon completion of construction, Developer shall send to the WTCPUA a written summary of all construction costs funded by the Developer in connection with the Project. The summary shall provide documentation in reasonable detail supporting such costs. The WTCPUA will pay to Developer the construction costs for the Project within forty-five (45) days after receipt of the cost summary, unless the WTCPUA notifies the Developer in writing that it does not concur that the costs are reasonable and necessary. The Parties will negotiate in good faith to resolve any dispute over construction costs.

2.5 Conveyance of the Project. The Developer agrees to convey the Project to the WTCPUA within seven (7) business days following the reimbursement by the WTCPUA as provided in Section 3.4. Conveyance shall be accomplished by executing a Utility and Conveyance Agreement in the form and manner provided by the WTCPUA.

2.6 Indemnification. THE DEVELOPER WILL INDEMNIFY, SAVE, AND HOLD HARMLESS THE WTCPUA FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, ENFORCEMENT ACTIONS, LOSSES, DAMAGES, OR LIABILITY, INCLUDING WITHOUT LIMITATION, ALL LITIGATION, COSTS, AND ATTORNEYS' FEES BROUGHT BY ANY PERSON, ENTITY, OR REGULATORY AUTHORITY ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT OR INTENTIONAL ACTS OF THE DEVELOPER OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES IN THE PERFORMANCE OF THE DEVELOPER'S OBLIGATIONS UNDER THIS AGREEMENT.

ARTICLE 3. GENERAL PROVISIONS

3.1 State and Federal Laws, Rules, Order, or Regulations. This Agreement is subject to all applicable federal and state laws and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing

contained herein will be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

3.2 Term of Agreement. Unless terminated by mutual agreement of the Parties or their successors and assigns, the Agreement shall continue in full force and effect for one (1) year following the Effective Date.

3.3 Amendment. This Agreement may be amended only by express written agreement signed by both Parties.

3.4 Assignment. A Party may assign this Agreement only with the express written consent of the other Party, and such consent shall not be unreasonably withheld. If either Party assigns its obligations of this Agreement to another party then the applicable party's obligations under this Agreement will become the sole responsibility of the applicable Party's assignee.

3.5 Records. The Developer will provide the WTCPUA with a copy of all records and documents related to design and construction of the Project, including as-built construction drawings and operation and maintenance manuals.

3.6 Insurance. The Developer shall provide and maintain in full force and effect at The Developer's sole expense sufficient property, liability, and comprehensive insurance coverage of the Project during the construction and installation of the Project in amounts to be decided by the WTCPUA; and the Developer shall provide evidence of such insurance coverage upon WTCPUA request. The WTCPUA shall be named as an additional insured to such insurance policy.

3.7 Prior Agreements. This Agreement represents the entire agreement of the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

3.8 Waiver. Each Party may specifically, but only in writing, waive any breach of this Agreement by the other Party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other Party. The failure on the part of either Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

3.9 Severability. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of the Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated. However, if any provision of this Agreement that the Parties deem to be material to the Agreement is held to be invalid, illegal or enforceable in any respect, the Parties agree to revise the term to the extent necessary to comply with Applicable Law.

3.10. Counterparts. This Agreement may be executed in separate counterparts.

3.11 Titles. Titles and subtitled Articles contained in this Agreement are for convenience only and have no legal or other effect on the terms of this Agreement.

3.12 Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries, express or implied, to the Agreement, and that the only parties to the Agreement are the WTCPUA and The Developer.

3.13 Signatories to Agreement. The persons signing this Agreement acknowledge by their signatures that they have all proper and lawful authority to act on behalf of the entities they purport to represent and to bind such entities in accordance with the rights and obligations contained in this Agreement.

3.14 Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (severally and collectively, “**Notice**”) provided or permitted to be given, made, or accepted by any Party under this Agreement must be in writing and may be given or served in any manner reasonably calculated to reach each of the other Parties. Notice sent by certified or registered mail, postage prepaid, return receipt requested, will be deemed to have been received on the second mail delivery day following the day on which it was posted. Notice by any other method will be effective when received. For the purpose of Notice, the addresses of the Parties are, until changed as provided below, as follows:

The Developer: H-E-B, LP
646 South Flores Street
San Antonio, Texas 78204
Email:

WTCPUA: West Travis County Public Utility Agency
Attn: Jennifer Riechers, General Manager
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Phone: (512) 263-0100
Fax: (512) 263-2289
Email: jriechers@wtcpua.org

Any Party may change its address for Notice by giving Notice of the change in accordance with the provisions of this section.

3.15 Default. In the event of a breach by a Party of its obligations under this Agreement, the other Party shall provide the defaulting Party with written notice of default and ten (10) days opportunity to cure such default. If the defaulting Party fails to cure the default, the other Party may exercise any rights or remedies specifically set forth in this Agreement and pursue such other rights and remedies available under applicable law.

DRAFT FOR REVIEW ONLY

IN WITNESS WHEREOF, the Parties hereto acting under the proper authority have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original.

[SIGNATURE PAGE(S) FOLLOW]

H-E-B, L.P.

By: _____

Name: _____

Date: _____

**WEST TRAVIS COUNTY
PUBLIC UTILITY AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST: _____
Walt Smith, Secretary

EXHIBIT A

DRAFT FOR REVIEW ONLY

EXHIBIT B

ITEM K



May 18, 2022

Jennifer Riechers
West Travis County PUA
13125 Bee Cave Parkway
Bldg B, Suite 110
Bee Cave, TX 78738

Re: WTCP1800076-Uplands Renovation Project
Recommendation to Award

Dear Jennifer,

I've called and spoken both with architects and building owners on similar sized projects (with respect to cost), and types of projects (renovations). All the references have come back positive with respect to their ability to complete the work; they also indicated that G Creek is not a contractor that continually is looking for change orders.

Nobody had any issues with the way in which they process pay requests, and they generally seemed to be consistent with the amount of work completed. The only area that G Creek could potentially improve is in processing RFIs (requests for information) during construction.

Given the positive response from their references, and your prior experience, I recommend that the subject project be awarded to G Creek.

Sincerely,

A handwritten signature in black ink that reads 'Darrell W. Vickers'.

Darrell W. Vickers, AIA, NCARB, LEED-AP BD+C
CP&Y, Inc.

Cc: Scott Wetzel, PE
WTCP1800076-Uplands Renovation Project



WTCP1800076-Uplands Water Treatment Plant – Renovations

Bid Summary

The bid opening was held on April 26th, 2022; at 11:00 AM in the offices of the West Travis County PUA. The project was advertised using CivCast, and drawings and specifications could be downloaded from the site by prospective bidders, sub-contractors, specialty contractors, suppliers, and plan rooms.

The project has been issued on three separate occasions for bidding, (September 18, 2018; September 4, 2019; and April 26, 2022). Project scope was increased after the initial bid proposal with the hopes of attracting additional bidders for the project.

The drawings and specifications were downloaded by eight different plan rooms and made available to their members for bidding. Additionally, the drawings and specifications were downloaded by five general building contractors Collier Construction, Emerson Construction, G-Creek Construction, Novak Commercial Construction, and Payton Construction Inc. Of the five general contractors that downloaded documents, only G-Creek submitted a bid for the project on April 26, 2022.

Summary of the bid follows:

BIDDER	BASE BID	ALT 1	ALT 2	ALT 3	DAYS
G-Creek	\$2,774,781	\$109,455	\$206,135	(\$73,400)	310

Bid amount if all alternates are accepted:.....**\$3,016,971.00**

Included in the base bid amount are **three allowances**:

Allowance 1 – Trident Tank Room, to explore the building piping and conduit to determine what conduit runs are still active and what they control: \$30,000.00

Allowance 2 – General Contingency Allowance for use by the owner to address unforeseen site conditions or minor modifications to the work as deemed necessary to support renovation activities: \$45,000.00

Allowance 3 – Furniture allowance to purchase furniture for the Trident Office areas as indicated in the project drawings: \$35,000.00

ALLOWANCES: \$110,000.00

ALTERNATES:

Contract documents package included three alternates for work that the PUA was interested in doing if the overall project bid was acceptable. Bid amounts are provided in the table above, and descriptions of the alternates follows.

Alternate 1:

For all materials and labor necessary to construct an exterior stair and cut in an exterior door (door number 201) from the Trident building catwalk to the building exterior, along with sidewalks as indicated in the contract documents.

Alternate 2:

For all materials and labor necessary to construct five canopy parking shade structures as identified in the contract documents.

Alternate 3:

For all materials and labor necessary to clean the existing stainless-steel electrical boxes/enclosures in lieu of replacing them with new.

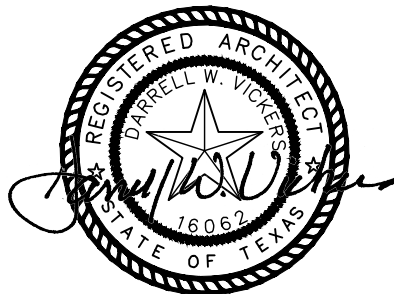
REFERENCE CHECK

I spoke with Randy Stumberg, AIA; with MRB Group in Temple, TX and Patrick Baker, Facilities Director with the Catholic Diocese of Austin. Several other calls were made to building owners, regarding their performance but I was unable to reach them.

Both references contacted said that without hesitation they would use G-Creek on future projects. They are a General Contractor that understands renovation projects and anticipate that not everything can be fully identified in the contract documents. Both references said that they go above and beyond to work with the local building officials to help resolve issues as they arise. Both references said that they do not go into a project with the intent of looking for change orders.

STATUS

The building permit is ready for the GC to pick up at the City of Bee Caves. The amount of the permit is \$4,300.00. The city required an asbestos survey as part of the project review process, asbestos was present in two places in one of the original buildings to the campus. It was found in the mastic under the VCT floor tile, and in the mastic used joining the various sections of HVAC duct in the office areas of the building. TDLR Project Registration and Plan review have been completed for the project.



06/06/2022

ITEM L



Murfee Engineering Company

June 9th, 2022

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

Re: West Travis County Public Utility Agency Water Treatment Solids Dewatering Equipment
Bid Tabulation and Recommendation of Award

President Roberts and Board:

Sealed bids for the above-referenced project were opened and publicly read aloud at 2:00 PM on June 7th, 2022, at the offices of Murfee Engineering Company, Inc. The total amount base bids are summarized below. A detailed bid tabulation is attached.

<u>Company</u>	<u>Base Bid</u>	<u>Additive Alt</u>
Process Water Technologies, LLC	\$662,700	\$43,100

The Invitation for Bids was advertised in accordance with Texas Water Code and Local Government Code rules for procurement; the Affidavit of Publication from the Austin American-Statesman is attached.

We have reviewed the bid packages for conformance with the Contract Documents and recommend award of the contract to the low bidder Process Water Technologies, LLC., Inc. Should you have any questions or require any additional information, please contact me at your convenience.

Sincerely,

Andrea Wyatt, P.E.

Attachments: Bid Tabulation
Affidavit of Publication

CC: Jennifer Reichers – WTCPUA
Jason Baze, P.E. – MEC
MEC File No. 11051.145

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

Engineer: Murfee Engineering Company, Inc.
 1101 Capital of Texas Hwy., South, Building D
 Austin, Texas 78746
 Texas Registered Firm No. F-353

BID TABULATION

Project: Water Treatment Solids Dewatering Equipment
Project Manager: Andrea Wyatt, P.E.
Project Number: 11051.145

Bid Opening Date: 6/7/2022
Time: 2:00 p.m.
Location: Murfee Engineering Company



				Process Wastewater Technologies 9004 Yellow Brick Road, Suite D Rosedale, MD 21237					
Item No.	Quantity	Units	Description	Unit Price	Total Price				
W-1	1	LS	Procure and deliver a sludge dewatering press, polymer dosing system, control panel, and structural platform meeting the requirements of specifications section 11351, including a promissory note for the manufacturer's operator training to be complete upon installation of the equipment.	\$ 616,000.00	\$ 616,000.00				
W-2	1	LS	Procure and deliver a sludge pump meeting the requirements of specification section 11351, including a promissory note for the manufacturer's operator training to be complete upon installation of the equipment.	\$ 46,700.00	\$ 46,700.00				
ADD-1	1	LS	Procure and deliver a sludge conveyor meeting the requirements of specification section 11351, including a promissory note for the manufacturer's operator training to be complete upon installation of the equipment.	\$ 43,100.00	\$ 43,100.00				
Total Amount Base Bid					\$ 662,700.00				
Total Amount Base Bid With Additive Alternate					\$ 705,800.00				

LOCALiQ

Austin
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

PROOF OF PUBLICATION

Murfee Engineering Co Inc
Murfee Engineering Co Inc
1101 S CAP OF TX HWY
BLDG D 110

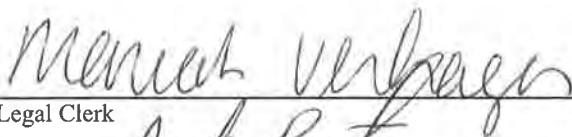
AUSTIN TX 78746

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO,
BURNET, CALDWELL, COMAL, CORYELL, FAYETTE,
GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE,
LLANO, MILAM, TRAVIS & WILLIAMSON

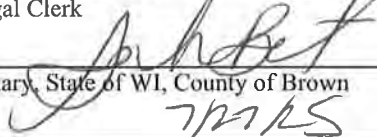
The Austin American Statesman, a newspaper that is generally
circulated in the counties of Bastrop, Bell, Blanco, Burnet,
Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays,
Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State
of Texas, printed and published and personal knowledge of the
facts herein state and that the notice hereto annexed was
Published in said newspapers in the issues dated on:

05/10/2022, 05/17/2022

and that the fees charged are legal.
Sworn to and subscribed before on 05/17/2022



Legal Clerk



Notary, State of WI, County of Brown
7/2/22

My commission expires

Publication Cost: \$1468.50

Order No: 7258173

of Copies:

Customer No: 742528

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

SARAH BERTELSEN
Notary Public
State of Wisconsin

Sealed Bids addressed to the West Travis County Public Utility Agency (Owner), Bee Cave, Texas, 78738 for the construction of the WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY WATER TREATMENT SOLIDS DEWATERING EQUIPMENT will be received at the offices of Murfee Engineering Company Inc., 1101 Capital of Texas Highway South, Building D, Austin, Texas, 78746 until 2:00 PM on June 7th, 2022, then publicly opened and read aloud. The project includes procurement of sludge dewatering equipment and delivery to site for installation by the OWNER.

Bid documents for this project may be obtained at the offices of the Engineer, Murfee Engineering Company Inc., 1101 Capital of Texas Highway South, Building D, Austin, Texas 78746. A non-refundable fee of \$100.00 will be charged for each hard copy set of bid documents; electronic bid documents can be obtained with no fee.

Bid documents may be viewed at the offices of Murfee Engineering by contacting Andrea Wyatt, P.E. at 512-327-9204 or at awyatt@murfee.com

Bids must be accompanied by a bid bond with Power of Attorney attached or cashiers 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.

A Bid which, in the opinion of Owner's staff, deviates significantly from the Contract Documents, and which has not been clarified through a written Addendum prior to Bid submittal deadline, shall be considered an exception to the Contract Documents and grounds for the Bid to be rejected. Owner reserves the right to reject any or all Bids and to waive any informalities and irregularities in Bids received.

Bidders must read and understand all terms and conditions contained in these Contract Documents.

Contract Time is of the essence and all Work shall be substantially completed within 200 calendar days after the Notice to Proceed. Liquidated damages are \$500 per calendar day.

A NON-MANDATORY PRE-BID CONFERENCE for this project will be held at 10:00 am on May 19th, 2022, via web conference. Contact the Engineer for meeting details. 5-10, 5-17/22



ITEM M

**ORDER ADOPTING AMENDMENTS TO BYLAWS FOR
THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

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

WHEREAS, West Travis County Public Utility Agency (the “**WTCPUA**”) is a public utility agency created by concurrent ordinance of Hays County, the City of Bee Cave and West Travis County Municipal Utility District No. 5; and

WHEREAS, on December 15, 2016, the Board updated the written Bylaws of the Board of Directors related to the Board of Directors, administration and management of the Agency (“Bylaws”); and

WHEREAS, the Board has determined from time to time that certain amendments to the Bylaws are necessary; and

WHEREAS, the Board has now determined that additional amendments regarding the frequency of regular open meetings of the Board of Directors.

NOW THEREFORE, it is ordered by the Board of Directors of 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 WTCPUA’s Board of Directors hereby approves, adopts and orders edits to the Bylaws, as shown in Attachment A.

PASSED AND APPROVED this _____ day of June, 2022.

Scott Roberts, President
Board of Directors

ATTEST:

Walt Smith, Secretary
Board of Directors

ATTACHMENT A

Amendments to Bylaws

VII. MEETINGS

A. General

The President shall call meetings of the Board as necessary for the conduct of business. The District's regular meeting shall occur on the third Thursday of ~~every other~~ month at ~~1:00 p.m.~~ at the location designated in the posted notice. All meetings shall be conducted in accordance with the Open Meetings Act Chapter 551, Texas Government Code.

Deleted: each

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Deleted: 9:00 a.m

VII. STAFF REPORTS

ITEM A



General Manager's Report

June 16, 2022

Personnel Updates

Hired Richard Sanchez for night Operator position effective April 18, 2022.

Jose Morales transferred from Line Maintenance Department to Wastewater Operator position effective April 25, 2022.

Hired Adam Mindieta for Line Maintenance Department effective May 23, 2022.

Significant Meeting Updates

4/26/22 LCRA Firm Water Customer Meeting.

4/26/22 Meeting with Nelissa Heddin, David Klein and Jennifer Smith regarding amendment to CIP.

4/27/22 Meeting with Endeavor representatives regarding Ledgestone Terrace Apartment service.

5/11/22 Meeting with Rick Scadden, Southwestern Travis County Groundwater Conservation District about conservation measures.

5/20/22 Meeting with Enterprise Fleet Management.

6/1/22 Attended Southwestern Travis County Groundwater Conservation District Open House at Bee Cave City Hall.

6/3/22 Attended Texas Workforce Commission, Texas Conference for Employers conference.

Updates

LCRA Irrigation Contract (renewal) was approved.

2 day per week mandatory watering restrictions in effect as of May 1st.
Water patrol monitoring started June 8, 2022. Letters will be sent to customers watering outside of watering schedule.

Late Fees/Disconnects

111 delinquent notices were mailed to Hwy. 290 customers on 5/10/22. 13 accounts were disconnected on 6/1/22.

172 delinquent notices were mailed to Hwy. 71 customers on 4/22/22. 9 accounts were disconnected on 5/6/22.

Executed Utility Conveyance Agreements

Galleria Townhomes, Lot 16

Preserve at Oak Hill

ITEM B



West Travis County Public Utility Agency

Budget Variance Report

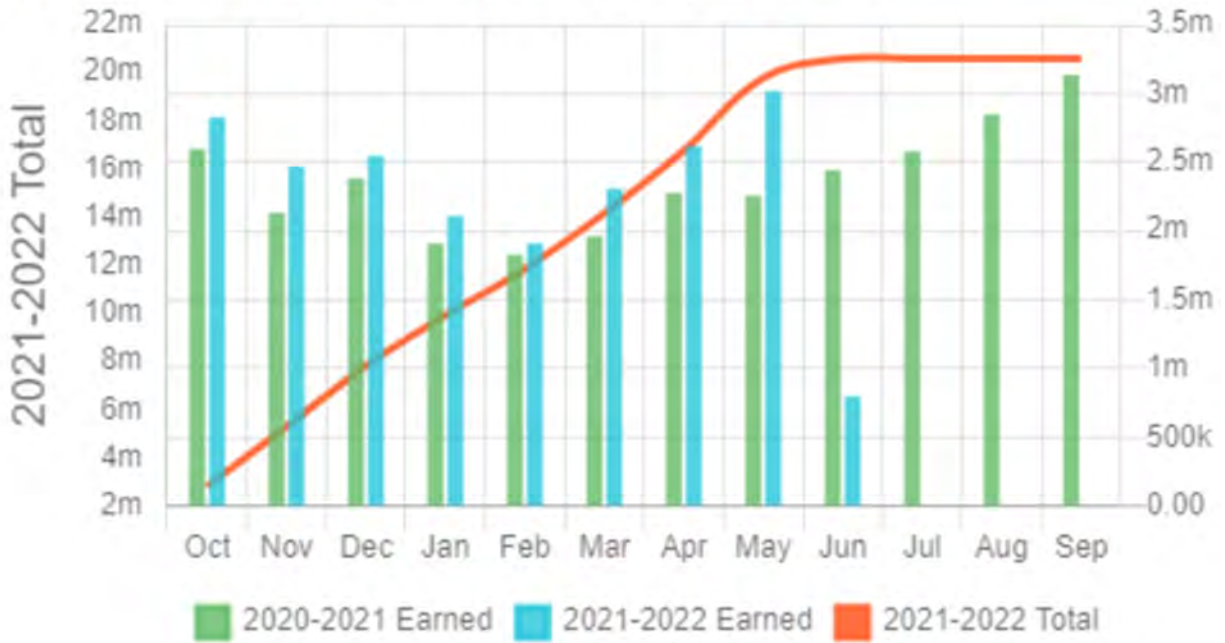
As Of: 05/31/2022

Fund: 10 - General Fund

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<u>REVENUE SUMMARY</u>										
Water Revenue	2,398,700	1,750,423	648,277	15,046,247	12,815,500	2,230,747	70%	21,384,000	(6,337,753)	30%
Wastewater Revenue	446,463	400,311	46,152	3,396,414	2,971,035	425,379	75%	4,529,000	(1,132,586)	25%
SER Project Revenue	146,395	30,650	115,745	1,389,007	1,180,584	208,423	96%	1,454,000	(64,993)	4%
Other Income	12,875	3,750	9,125	37,618	30,000	7,618	84%	45,000	(7,382)	16%
Investment Income	3,132	22,291	(19,159)	29,752	178,329	(148,577)	11%	267,600	(237,848)	89%
Investment Unrealized Gain (Loss)	9,522	-	9,522	(109,812)	-	(109,812)	0%	-	(109,812)	0%
TOTAL REVENUE	3,017,087	2,207,425	809,662	19,789,226	17,175,448	2,613,778	71%	27,679,600	(7,890,374)	29%
<u>EXPENSE SUMMARY</u>										
Water	418,662	371,685	(46,977)	3,006,498	2,989,690	(16,808)	65%	4,636,439	(1,629,941)	35%
Wastewater	170,555	150,648	(19,907)	1,437,272	1,360,670	(76,602)	70%	2,064,554	(627,282)	30%
Electromechanical	31,433	54,926	23,493	306,790	474,474	167,684	43%	715,466	(408,676)	57%
Line Maintenance	81,782	74,079	(7,703)	662,648	640,021	(22,627)	69%	964,391	(301,743)	31%
SER Projects	12,870	13,750	880	97,844	110,000	12,156	59%	165,000	(67,156)	41%
Engineering	26,263	18,085	(8,178)	188,698	155,277	(33,421)	80%	236,548	(47,850)	20%
Customer Service	29,239	27,320	(1,919)	214,722	231,356	16,634	61%	351,240	(136,518)	39%
Meter Tech	62,611	40,806	(21,805)	352,980	340,628	(12,352)	69%	515,296	(162,316)	31%
Information Technology	22,750	37,440	14,690	282,385	381,219	98,834	53%	535,447	(253,062)	47%
Admin	1,188,223	1,220,341	32,118	10,224,441	10,050,414	(174,027)	60%	17,129,742	(6,905,301)	40%
TOTAL EXPENSE	2,044,388	2,009,080	(35,308)	16,774,278	16,733,749	(40,529)	61%	27,314,124	(10,539,846)	39%
REVENUE OVER/(UNDER) EXPENDITURE	972,699	198,345	774,354	3,014,948	441,699	2,573,249		365,476		

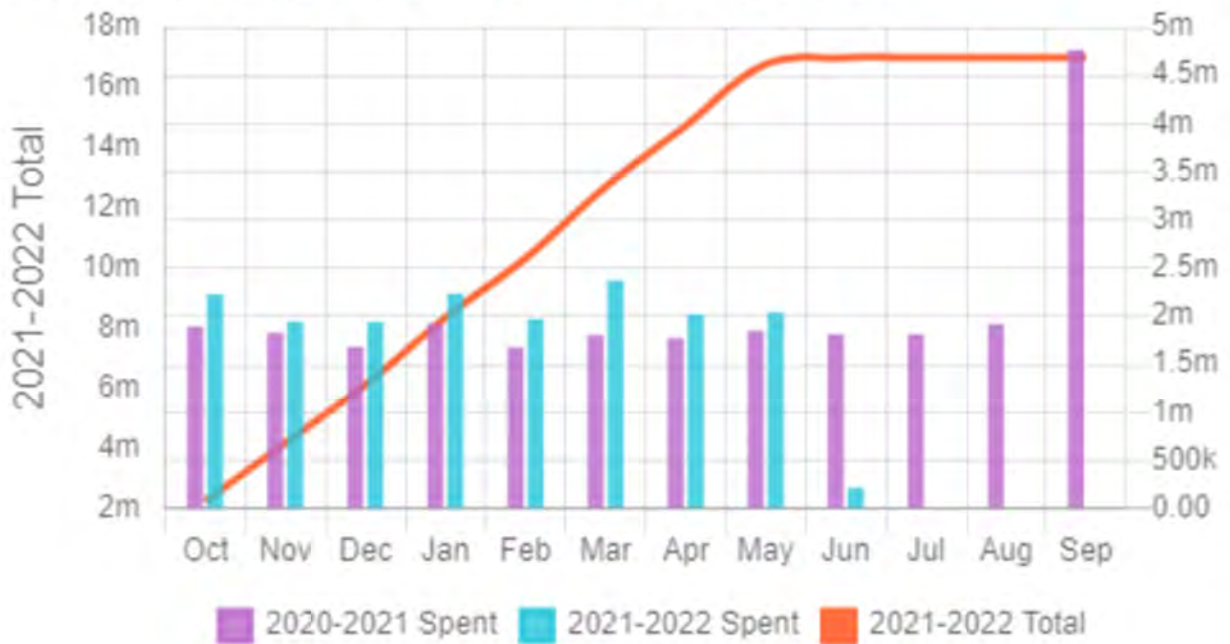
Monthly Revenue

2021-2022 & 2020-2021 • By Funds • By Department



Monthly Expenditure

2021-2022 & 2020-2021 • By Funds • By Department



Balance Sheet-All Funds

Account Summary

As Of 05/31/2022

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	\$ 28,729,582	\$ 2,001,286	\$ 3,257,500	\$ 11,681,915	\$ 29,503,306	\$ 1,919,433	\$ 77,093,022
11 - Investments	3,165,298	3,135,516	6,024,298	13,020,390	25,369,011	29,843,200	80,557,713
12 - Receivables	6,596,803	-	-	-	-	5,180	6,601,983
17 - Deposits	16,087	-	-	-	176,018	-	192,105
Total Asset:	\$ 38,507,770	\$ 5,136,802	\$ 9,281,798	\$ 24,702,305	\$ 55,048,335	\$ 31,767,813	\$ 164,444,823
Liability							
30 - Accounts Payable	\$ 629,849	\$ -	\$ 146,128	\$ -	\$ 1,975,110	\$ -	\$ 2,751,087
31 - Refundable Deposits	4,321,063	-	-	-	-	-	4,321,063
32 - Other Accrued Liabilities	358,781	-	-	-	-	-	358,781
Total Liability:	5,309,693	-	146,128	-	1,975,110	-	7,430,931
Equity							
50 - Fund Balances	30,183,129	5,221,739	8,427,109	20,735,948	9,891,654	38,854,339	113,313,918
Total Beginning Equity:	30,183,129	5,221,739	8,427,109	20,735,948	9,891,654	38,854,339	113,313,918
Total Revenue	19,789,226	(80,739)	1,512,495	7,786,337	48,313,567	2,770,613	80,091,499
Total Expense	16,774,278	4,198	803,934	3,819,980	5,131,996	9,857,139	36,391,525
Revenues Over/Under Expenses	3,014,948	(84,937)	708,561	3,966,357	43,181,571	(7,086,526)	43,699,974
Total Equity and Current Surplus (Deficit):	33,198,077	5,136,802	9,135,670	24,702,305	53,073,225	31,767,813	157,013,892
Total Liabilities, Equity and Current Surplus (Deficit):	\$ 38,507,770	\$ 5,136,802	\$ 9,281,798	\$ 24,702,305	\$ 55,048,335	\$ 31,767,813	\$ 164,444,823

Income Statement-All Funds

Account Summary

For the Period Ending 05/31/2022

	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	\$ 15,046,247	\$ -	\$ -	\$ -	\$ -	\$ 3,203,014	\$ 18,249,261
61 - Wastewater Revenue	3,396,414	-	-	-	-	345,860	3,742,274
62 - SER Project Revenue	1,389,007	-	-	-	-	-	1,389,007
68 - Other Income	37,618	-	-	-	-	-	37,618
69 - Investment Income	29,752	27,611	57,396	101,627	228,335	267,262	711,983
69 - Investment Unrealized Gain (Loss)	(109,812)	(108,350)	(211,568)	(437,287)	(889,430)	(1,045,523)	(2,801,970)
89 - Bond Proceeds	-	-	-	4,714	40,641,329	-	40,646,043
90 - Other Financing Sources (Uses)	-	-	1,666,667	8,117,283	8,333,333	-	18,117,283
Revenue Total:	19,789,226	(80,739)	1,512,495	7,786,337	48,313,567	2,770,613	80,091,499
Expense							
70 - Water Expense	3,030,118	-	-	-	-	-	3,030,118
71 - Wastewater Expense	1,458,760	-	-	-	-	-	1,458,760
72 - Shared Operations Expense	969,438	-	-	-	-	-	969,438
74 - SER Project Expense	97,844	-	-	-	-	-	97,844
79 - Shared Admin Expense	2,884,785	4,198	7,308	14,799	28,162	73,189	3,012,441
80 - Capital Outlay	-	-	796,626	-	4,462,505	-	5,259,131
88 - Debt Service	-	-	-	3,805,181	-	-	3,805,181
89 - Bond Issuance Costs	-	-	-	-	641,329	-	641,329
90 - Other Financing Sources (Uses)	8,333,333	-	-	-	-	9,783,950	18,117,283
Expense Total:	16,774,278	4,198	803,934	3,819,980	5,131,996	9,857,139	36,391,525
Current Surplus (Deficit):	\$ 3,014,948	\$ (84,937)	\$ 708,561	\$ 3,966,357	\$ 43,181,571	\$ (7,086,526)	\$ 43,699,974

ITEM C

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY



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

Operations Report

June 9, 2022

Executive Summary

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

Environmental Compliance

All TCEQ compliance parameters were within State limits during the month of May 2022. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

Water and Wastewater Process Summary: May 2022

Water Treatment Plant	Actual
AVG Raw Water	14.817 MGD
AVG Treated Water	13.443 MGD
PEAK Treated Water	16.780 MGD
AVG CFE Turbidity	0.06 NTU
AVG Chlorine	3.09 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.533 MGD	0.675 MGD
MAX Flow	0.603 MGD	
AVG CBOD	1.88 mg/l	5 mg/l
AVG Fec.Coli	1.09 mg/l	20 mg/L
AVG NH3	0.06 mg/l	2 mg/L
AVG Turbidity	1.00 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.183 MGD	0.325 MGD
MAX Flow	0.247 MGD	
AVG CBOD	2.00 mg/l	5 mg/L
AVG Fec.Coli	1.09 mg/l	20 mg/L
AVG NH3	0.07 mg/l	2 mg/L
AVG Turbidity	1.20 mg/l	3 mg/L

Electromechanical Department Update

Water Treatment Plant

- Replacement LAS Pumps (5 yr. plan) arrived, pending schedule for install.
- Replaced Unit #3 Filter #4 turbidity monitor supply water pump.
- Replaced bearings on High Service Pump #4.
- PM performed on the following: Unit #2 air compressor, Unit #3 blowers 1-3, Unit 1&3 Control Panel A/C units, and the Chlorine Scrubber Blower.

Pump Station #1

- Pump Control Valve #4 ordered per 5yr plan.
 - Valve received, schedule pending for install

Pump Station #2

- Replaced fuses on Pump #3.
- PM performed on the following: Pump Control Valves, GST Fill Valves, Pumps 1-3, and Motors 1-3.

Pump Station #3

- PM performed on air compressor.

Pump Station #7

- Replacement of air conditioner per 5yr plan in process.
 - Completed
- Ordered Pump #4 replacement per 5-year plan.
- Replaced solenoid valve on Pump Control Valve #3.

Lakepointe WWTP

- Replaced fuses in Effluent site disconnect.
- Replaced packing on Effluent pumps.

Bohls WWTP

- Replacement Motor for Blower #3 has been ordered.
 - Motor has arrived, motor installed.
 - Blower is going to manufacture for basic rebuild.
- Replacement of discharge piping on Influent Pumps 3&4 per 5 yr. plan; in process.
 - Scheduled pending due to materials.
- Blower PM by manufacture scheduled for after return of Blower #3 returns.

Lift Station #2

- Replaced gates to Facility.

Lift Station #9

- Wired in generator at site.

Lift Station #10

- Replaced hour meter for Pump #2.

Lift Station #11

- Cleared debris from pumps.
- Pump #2 removed for service.
 - Pump repaired and installed.

Communication Project

- Reviewing phase 2(Lakepointe Area)
 - Test radio ordered, 5-week lead time.
 - Testing to start the week of June 13th.
- Phase 3(Upper Ring) in process.
 - 50% complete.
 - Materials are pending 6–8-week lead time.

Line Maintenance Department Update

New Water Taps/ Connections:

- 11411 Rim Rock Trail - *waiting on parts
- 11500 B Morning Sun Dr. - *waiting on parts

Leak repairs:

- 2" water service—Service in front of WTP that feeds Lambs
- 4" main line valve—Replaced leaking valve at 10101 Baxter
- Sewer Line leak—Repaired leaking line at 10905 Tangleridge Cir.
- Repair 8" sewer line hit by contractor—Hamilton Pool Road
- Repaired leak on Friendswood Dr. hit by contractor

Hydrants:

- Repaired Hydrant/Rebuilt - Rocky Creek @ Hamilton Pool Rd

Misc. repairs/projects:

- Spillman PS – Repair leak on chlorine system
- 16324 Spillman Ranch Loop – Installed new prv damaged during repair work
- 100 Onion Creek – Replaced meter box/lid
- 200 Onion Creek- Replaced meter box/lid

-
- 281 Onion Creek – Adjusted curb stop
 - 625 Pear Tree Ln – Repaired curb stop
 - 2263 Nature Loop – Repair manhole - *waiting on parts
 - 11 512 Musket Rim – Replace curb stop - * waiting on parts
 - 383 Rocky Ridge Trail Bldg. #8 – Replace meter box lid - *waiting on parts

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: June 9, 2022

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

FROM: George Murfee, P.E. *GM*

RE: Engineer's Report –June 2022

CC: Jennifer Riechers – WTCPUA General Manger

MEC File No.: 11051.167

Current Issues

Wastewater Flow

An updated figure tracking wastewater flows is attached.

Raw and Treated Water Flows

Figures are attached. Trends are in line with expectations.

Water-System Wide

Beneficial Water Recycling Project

The pilot protocol report is being completed. The interim solution for disposal is to use the BWR to produce water of high enough quality for injection into a local aquifer using a series of class V injection wells. This method of disposal will complement the pilot effort required for the BWR facility.

Coordination with staff on new location and overall pricing has been started. The injection well permit application for one well is being prepared for filing with TCEQ and the groundwater district (if necessary).

Permanganate Chemical Feed Relocation

MEC continues to coordinate with G Creek construction on submittals. The contractor has completed most of the chemical building modifications and is currently working on installing yard piping.

Anticipated mid-June delivery of the dosing equipment was reported to us by the contractor. We continue to coordinate with them on schedule updates and site work progress.

Uplands Water Treatment Plant Design

Site modifications have been identified and the site plan is under design. MEC has met with operations and maintenance staff and finalized the preliminary design. All subconsultants have been identified and the final scope of work for each engineering discipline will be finalized once additional equipment information is received from the membrane manufacturer. The following subconsultants will be included in the design: HVAC, plumbing, structural, architectural, geotechnical, electrical, and subsurface survey. MEC is in the process of coordinating with the membrane manufacturer and skid supplier to confirm equipment sizing, quantities, and spacing requirements. The design is generally on schedule. Once the equipment is identified, MEC may recommend that the PUA purchase the components to mitigate manufacturing and delivery lead times.

Water Model Update and Calibration

The new model is undergoing calibration. The model provided with the LCRA transfer is also receiving updates and being utilized for evaluating SERs and wholesale amendments.

Water Treatment Solids Management

The water treatment solids equipment specifications were advertised on 5/10 and on 5/17. Bids were received and opened on 6/7 and the recommendation of award to Process Water Technologies, LLC is included for review and action.

Water – SH71 System

1080 Transmission Main

MEC is continuing coordination with Capital Surveying and Spitzer & Associates to secure easements for various parcels of 1080 transmission main alignment, specifically west of Highway 620, along Segment B. Design plans were developed for the portion of the alignment east of Highway 620, Segment A. All the easements have been described by the surveyor, and the easement documents are under review by the landowners' representatives for the Segment A scope of work. The contract award to SJ Louis Construction of Texas was approved previously, and the contract has been executed and submittals have been approved. The material suppliers for ductile iron pipe are estimating a delivery of materials in July, up from August. We are coordinating with all stakeholders to prepare the alignment for delivery of the materials. Contractors are reporting availability constraints with all large diameter pipe. SJ Louis has reported a "scrap metal, war time escalator" for all metal pipe, and we are awaiting further details.

Hamilton Pool Road Pump Station GST No. 2

Preload LLC continues site work construction and is in the hydraulic testing and finish out phases on the waterline and tanks. A June substantial completion is anticipated.

Hamilton Pool Road Transmission Main No. 2

MUD 22 and Masonwood development are working on securing easements. The design was completed and delivered to the PUA staff and the developer. We continue to coordinate with the developer as necessary on easement acquisition.

West Bee Cave Pump Station Expansion

Piping and valves have been delivered and stored on site. The contractor has notified us multiple times with changing updated throughout the project regarding the pump and motor delivery delays, which will cause a change in the substantial completion date, now anticipated in July 2022 – another supply chain delay. We continue to coordinate with the contractor on schedule updates.

TCWCID 18 Emergency Interconnect

MEC has coordinated with TCWCID 18's consultant team on a final version of the interconnect agreement. We intend to review the construction plans and coordinate as necessary through construction of the project.

Water – US290 System

US 290 Parallel Transmission Main Preliminary Analysis

The analysis is moving forward, and this project is considered high priority. We have begun the analysis and data gathering on the existing 24-inch waterline alignment, for determination of construction constraints and site availability for the 2nd parallel (30-inch) transmission main. We continue to analyze the existing easement and identified easement constraints that will require additional permanent easement. Numerous lengths of temporary working easement will be required in addition. The 24-inch waterline construction utilized temporary easements like what will be required for the 30-inch installation. We have completed the analysis between the Southwest Parkway Pump Station and the County Line Pump Station. We previously noted constraints approaching the County Line Pump Station.

Trautwein Rd Waterline Relocation

MEC has completed the design phase of the waterline relocation and has identified a route outside of the ROW to relocate the 12-inch waterline. We bid the project May 17th and received two bids. A recommendation for award is provided separately. We have begun the submittal review phases and are progressing with the project concurrent with the recommendation of award and contract execution phases.

1240 Conversion Waterline

We submitted site development plans to Travis County and the City of Austin and received the latest comments from the City in April. We are addressing the City and County comments and will resubmit the plans for site development permitting once updated. Coordination with the Live Oaks Springs development is required, and that subdivision project is currently under review seeking approval. We anticipate bidding on the project in the fourth quarter 2022.

1340 Pump Station

The project reached substantial completion in March and a small number of punch list items are currently being worked on by the contractor. All closeout documents have been received from the contractor, and the project will be ready for closeout upon completion of the punchlist items. The final

pay application and recommendation for project acceptance is provided separately.

1420 Pump Station Expansion

B-5 has begun site work on the electrical service and is scheduled to start the pump installations once the equipment is delivered to the site (another supply chain issue). The anticipated completion date originally in March, is now expected in the fall of 2022, primarily due to delays associated with order and delivery of all equipment and materials. B5 construction has not provided a submittal for electrical controls and is requesting a schedule update from the vendor. We continue to coordinate with the contractor on the issues.

Circle Drive PS and GST

Design work has commenced, and design survey is complete. A final plat has been prepared and the application has been submitted to the City of Austin and Travis County. Preliminary design of the pump station and reservoir is underway.

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

Sawyer Ranch 1340 Conversion Water Main

Qro Mex Construction Company continues the waterline installation. The pipe installation will be completed this August. The project has been progressing at a consistent pace since the pipe was delivered. We are coordinating with the contractor on expediting conversion of the 1340 System; testing is beginning this week on the first phase of the conversion.

1240 Elevated Storage Tank

MEC has begun the design of the elevated storage tank site. We are coordinating with the general counsel and developer on obtaining the site easement (or deed) for the site. This project has created some opposition due to its location, and an alternative proposed site provided by an adjacent developer was evaluated and determined unsuitable. The elevated storage tank is proposed to be oversized from the preliminary capacity used in the 2021 capital improvement plan update to accommodate unexpected growth in the 1240 pressure plane. Design is continuing using the site approved during service request negotiation with Parten Ranch and system master planning in 2013.

Fitzhugh Water Line Relocation

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

Wastewater

Bohls WWTP Expansion Design

The design of the WWTP Expansion is underway. The site layout has been finalized among the operators and designers. An amended site permit will be required to include the new blower building and

requested office/storage building. A new submittal will be made to the ESD to obtain a permit as the existing permit expired. We've met with the PUA operators to get feedback on the equipment selection and work out maintenance and access concerns. We anticipate a drawing set for review by the PUA team by the end of June.

Wastewater Solids Management Master Plan

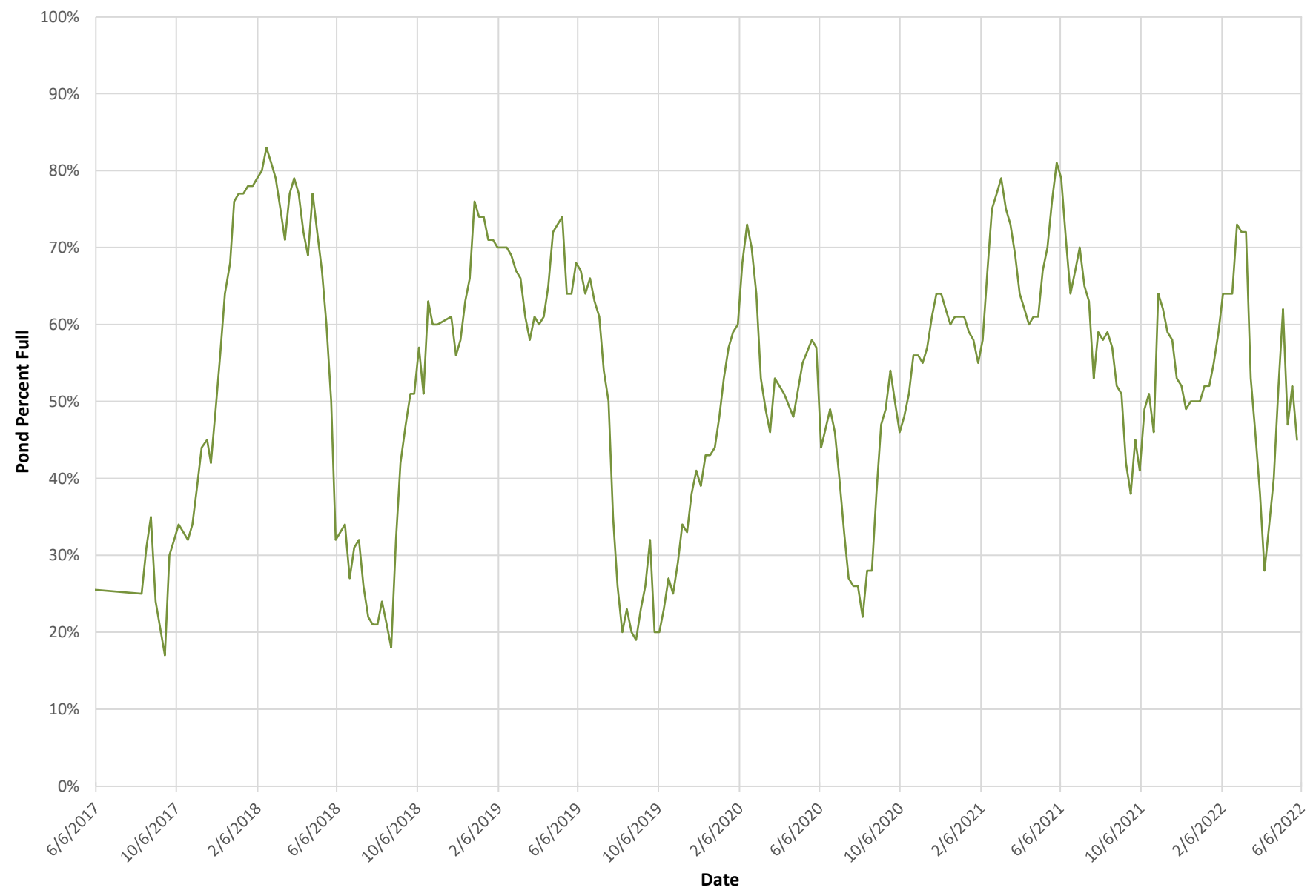
Equipment is being manufactured.

Lake Pointe Influent Lift Station Rehabilitation

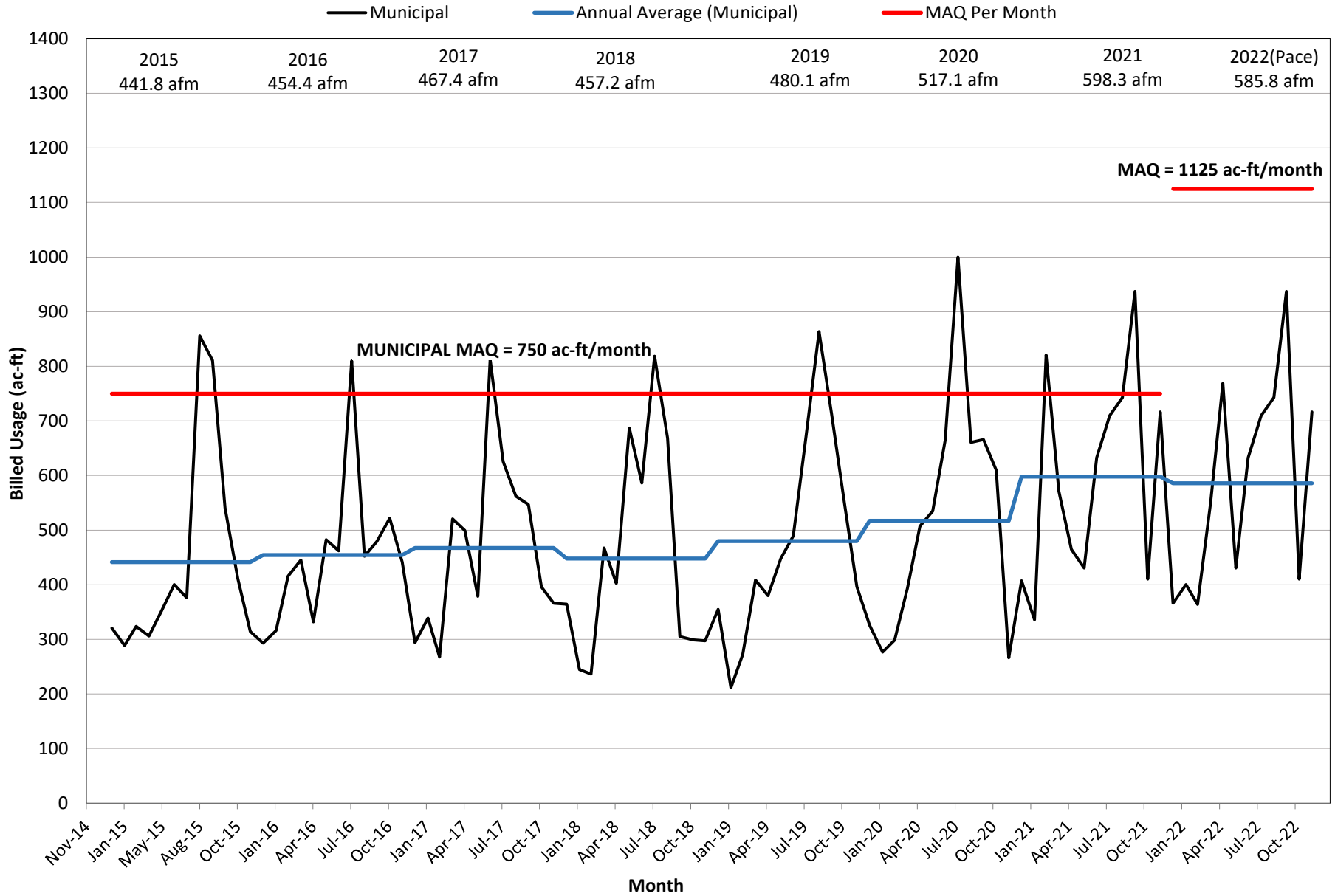
The contract award was provided to Udlehoven at the March 2022 board meeting and the contract time began May 9th. We are coordinating with the contractor on the schedule and associated submittals. The bypass pumping plan is also being coordinated with the contractor and will be submitted for review to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

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

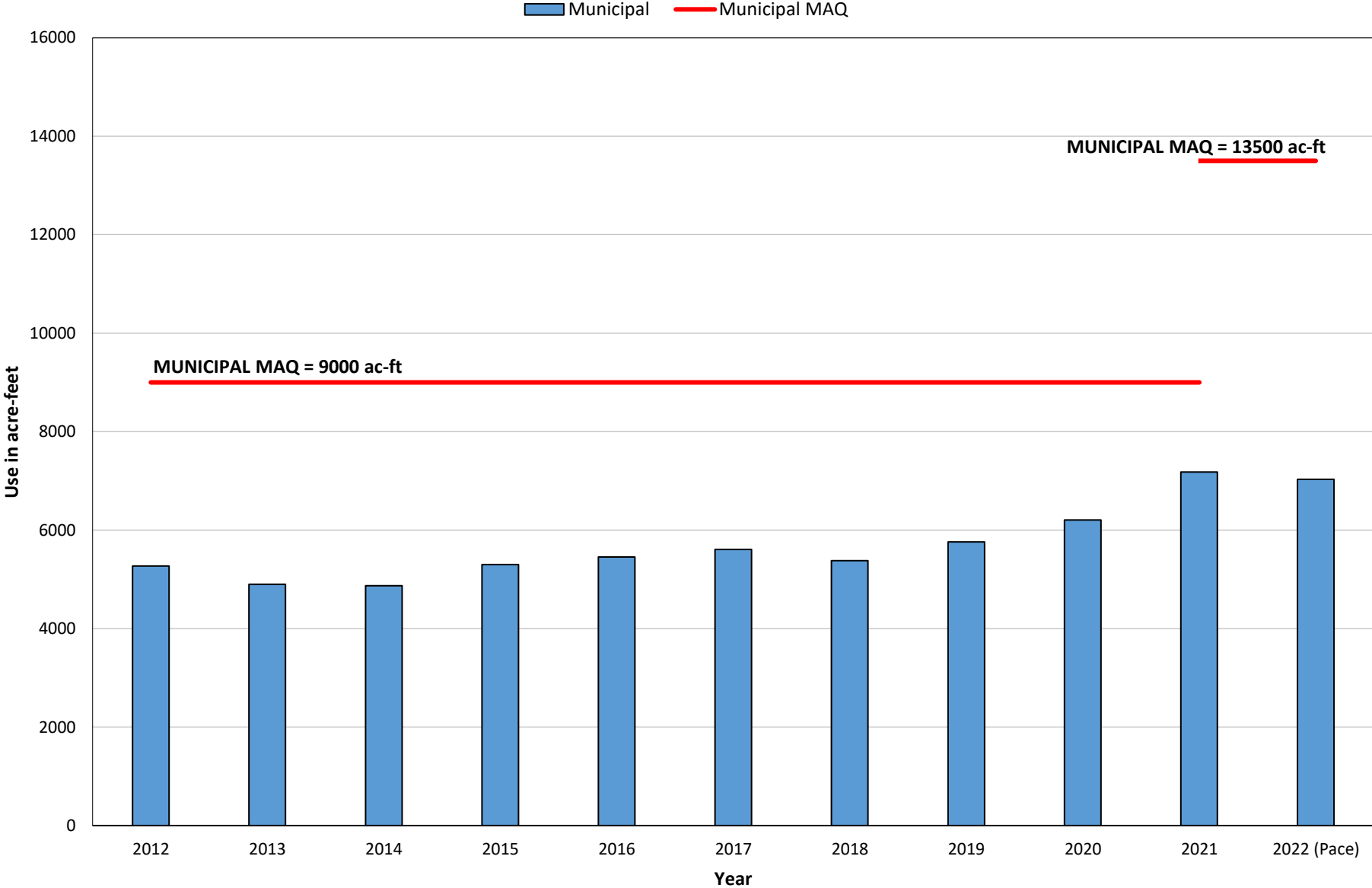
WTCPUA 5 Year Combined Effluent Pond Levels



WTCPUA Municipal Raw Water Usage

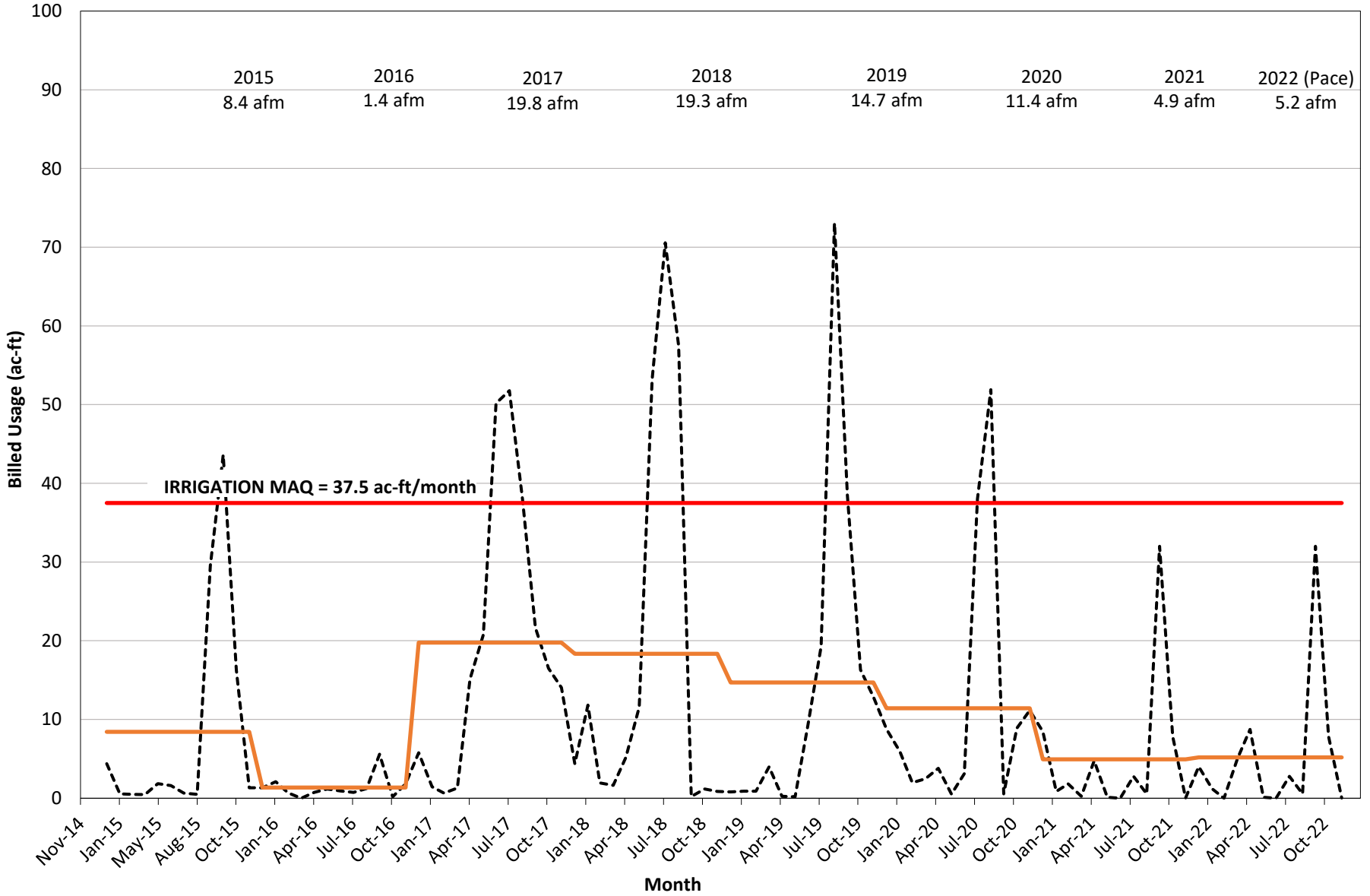


WTCPUA Annual Cumulative Municipal Raw Water Use



WTCPUA Irrigation Raw Water Usage

--- Irrigation — Annual Average (Irrigation)



WTCPUA Annual Cumulative Irrigation Raw Water Use

