

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

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

Notice is hereby given that the Board of Directors of the West Travis County Public Utility Agency (“WTCPUA”) will hold its regular meeting at 10:00 a.m. on Thursday, June 18, 2020 at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas **with limited attendance and via conference call** in accordance with the Governor’s March 16, 2020 proclamation suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration.

In person attendance will be limited to 50 percent (50%) of the total listed occupancy of the room capacity. Please consider wearing a face covering if attending the meeting in person. Temperature checks may be required upon entering the meeting room. In lieu of attending the meeting in person, members of the public may listen to and participate in the meeting via conference call. To participate in the meeting, please dial toll-free 866-899-4679, and enter access code 748-652-293 when prompted.

If you sign up to speak, to minimize sound distortion for other listeners, we request that you use the provided phone number for the audio portion of the meeting. Alternately, if using your computer’s microphone, please utilize headphones or turn off your speaker while you are speaking.

All speakers must send a written request to jriechers@wtcpua.org 2 hours in advance of the meeting (June 18th by 8:00 A.M.) If you wish to speak during the meeting, please provide your name, phone number, and the agenda item(s) you wish to comment on.

Members of the public who wish to submit their written comments on a listed agenda item can submit their comments by emailing jriechers@wtcpua.org. Comments must be received by 8:00 A.M. on June 18th.

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

The Consent Agenda allows the Board of Directors to approve all routine, non-controversial items with a single motion, without the need for discussion by the full Board. Any item may be removed from the Consent Agenda and considered individually upon request of a Board member.

Public comments will be accepted only during designated portions of the Board meeting. Speakers will be limited to three minutes to facilitate the opportunity to comment by all those so interested and to support the orderly flow of the meeting.

I. CALL TO ORDER

II. ESTABLISH QUORUM

III. PUBLIC COMMENT

IV. CONSENT AGENDA (J. Riechers)

- A. Approve minutes of May 21, 2020 regular Board Meeting.**
- B. Approve payment of invoices.**
- C. Approve Contractor Pay Requests including:**
 - 1. Cash Construction Company, Inc., Pay Application No. 7, \$463,930.65 Raw Water Line No. 2 CIP Project**
 - 2. DN Tanks, Inc., Pay Application No. 8 & Final, \$67,492.20 West Bee Cave Pump Station GST No. 2 CIP Project**
- D. Approve Utility Conveyance Agreements to convey facilities to the WTCPUA from the following:**
 - 1. Signal Hill Commercial Development**
 - 2. Bee Cave Professional Park**
 - 3. Park at Bee Cave, Phase 5**
- E. Consider Service Extension Requests (SER) for:**
 - 1. Morgan Tract**
- F. Consider Non-Standard Service Agreements (NSSA) for:**
 - 2. Morgan Tract**
- G. Approve 6th Amendment to the City of Dripping Springs Water Services Agreement to increase the number of years allowed for irrigation with potable water.**
- H. Approve Developer Reimbursement in the amount of \$27,966 payable to International Bank of Commerce on behalf of HM HighPointe Development, Inc. for Highpointe Phase 2, Section 2B.**

V. OLD BUSINESS

- A. Discuss, consider and take action regarding pending and/or anticipated litigation, including (S. Albright/D. Klein):**
 - 1. John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-18-001654.*

2. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, No. 03-18-00668-CV in the Court of Appeals for the Third District of Texas at Austin.*
3. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, Civil Action No. 1:19-CV-00260 in the United States District Court for the Western District of Texas, Austin Division.*
4. *Masonwood HP, Ltd v. West Travis County Public Utility Agency, in the 345th Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002238.*
5. *Weekley Homes LLP v. West Travis County Public Utility Agency, in the 200th Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002291.*
(These items under V.A may be taken into Executive Session under the consultation with attorney exception).

- B. Discuss, consider and take action regarding Hays WCID 1 Wholesale Contract audit response letter.**
(This item may be taken into Executive Session under the consultation with attorney exception).

VI. NEW BUSINESS

- A. Discuss, consider and take action on proposal from Headwaters MUD for amendment to wholesale water contract (J. Riechers).**
(This item may be taken into Executive Session under the consultation with attorney exception).
- B. Discuss, consider and take action on approving a resolution requesting the Paying Agent to redeem the \$19,730,000 Series 2015 outstanding bonds when callable. (J. Smith).**
- C. Discuss, consider and take action on Audit Engagement Letter from Maxwell, Locke and Ritter for FYE 2020 (J. Smith).**
- D. Discuss, consider and take action on SER request from Masonwood Development for Provence, Phase 2 on Hamilton Pool Road.**
(This item may be taken into Executive Session under the consultation with attorney exception).
- E. Discuss, consider and take action on SER request from Hamilton Retail Center on Hamilton Pool Road.**
(This item may be taken into Executive Session under the consultation with attorney exception).
- F. Discuss, consider and take action on Resolution to Indemnify Directors (S. Roberts).**
(This item may be taken into Executive Session under the consultation with attorney exception).

- G. Discuss, consider, and take action regarding comprehensive plan to serve the 290 System.**
- H. Discuss, consider, and take action regarding PUA policy regarding new wholesale customers.**
(This item may be taken into Executive Session under the consultation with attorney exception).
- I. Discuss, consider, and take action on 6 month review of General Manager performance.**
(This item may be taken into Executive Session under the consultation with attorney and personnel exception).
- J. Discuss, consider and take action on the WTCPUA Finance Committee.**
(This item may be taken into Executive Session under the consultation with attorney exception).
- K. Discuss, consider and take action on Supplemental Services Proposal from CP&Y for revised scope of work on the Uplands WTP Trident Building Rehabilitation Project.**
- L. Discuss, consider and take action on Remote Work Schedule for PUA staff related to the COVID-19 pandemic (J. Riechers).**
- M. Discuss, consider and take action on a proposal from Murfee Engineering Company, Inc. for the Water Distribution System Model Update and Calibration CIP Project (D. Lozano)**
- N. Discuss, consider and take action on a proposal from Murfee Engineering Company, Inc. for the RWL2 Chlorine Injection Improvements CIP Project (D. Lozano)**
- O. Discuss, consider, and take action on Request by the WTCPUA to the Participating Entities to Use Eminent Domain Authority, including:**
 - 1. Previously approved Resolution by the WTCPUA to the Participating Entities to Use Eminent Domain Authority and Memorandum of Understanding regarding same; and**
 - 2. Resolution Regarding Request by the WTCPUA to the City of Bee Cave to use Eminent Domain Authority for easement rights.***(This item may be taken into Executive Session under the consultation with attorney exception and real and personal property exception).*

VII. STAFF REPORTS

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

- B. Controller’s Report (J. Smith):**
- C. Engineer’s Report (D. Lozano) including:**
 - 1. Capital Improvements Plan Update.**
- D. Operations Report**
- E. Customer Service Report**

VIII. ADJOURNMENT

Dated: June 12, 2020



Jennifer Riechers
WTCPUA General Manager

The Board of Directors may go into Executive Session, if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters under the following sections: Texas Government Code Ann. 551.071 – Consultation with Attorney; Texas Government Code Ann. 551.072 – Real and Personal Property; Texas Government Code Ann. 551.074 – Personnel Matters. No final action, decision, or vote will be taken on any subject or matter in Executive Session.

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

IV. CONSENT AGENDA

ITEM A

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

May 21, 2020

The May 21, 2020 Board of Directors meeting was held remotely via conference call in accordance with the Governor's March 16, 2020 proclamation suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration. No physical meeting space was made available. The public was provided a toll-free number to call in and participate in the meeting.

Present:

Scott Roberts, President
Don Walden, Vice President
Walt Smith, Secretary
Bill Goodwin, Assistant Secretary
Jason Bethke, Director

Staff and Consultants:

Jennifer Riechers, Agency General Manager
Jennifer Smith, Agency Controller
Eric Morgan, Agency Operations Manager
Keli Kirkley, Agency Accountant
Reuben Ramirez, Agency Engineer Technician
Curtis Jeffrey, Agency Lead Water Operator
Stefanie Albright, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
David Klein, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
Dennis Lozano, (Murfee Engineering Company, Inc.), District Engineer

I. CALL TO ORDER

Director Roberts called the meeting to order at 10:03 a.m.

II. ESTABLISH QUORUM

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

I. PUBLIC COMMENT

No public comment was offered.

II. CONSENT AGENDA

- A. **Approve minutes of March 25, 2020 regular Board Meeting.**
- B. **Approve payment of invoices and other related bookkeeping matters.**
- C. **Approve Contractor Pay Requests including:**
 - 1. **Cash Construction Company, Inc., Pay Application No. 5, \$679,432.50 Raw Water Line No. 2 CIP Project**
 - 2. **Cash Construction Company, Inc., Pay Application No. 6, \$409,590.00 Raw Water Line No. 2 CIP Project**
 - 3. **DN Tanks, Inc., Pay Application No. 7, \$58,763.68 West Bee Cave Pump Station GST No. 2 CIP Project**
- D. **Approve Contractor Change Orders including:**
 - 1. **Cash Construction Company, Inc., Change Order No. 1, \$377,401.00 Raw Water Line No. 2 CIP Project**

Director Walden flagged this item for discussion, and stated that the backup in the packet was slightly different than the way the item was noticed in the agenda. Mr. Lozano addressed this question and stated that this difference was based on the terminology used by Cash Construction to submit two requests, and that they would have the contractor be more clear in their wording. Murfee Engineering combined the two change orders into one change order.

Director Walden asked who made the decision on the work and whether the work had already been done. Mr. Lozano stated that these were suggestions made by the PUA and reviewed by Murfee Engineering.

- E. **Approve replacement of 100 HP pump at Lift Station 14 from Pump Solutions, Inc. for \$41,532.00.**
- F. **Approve replacement of Unit #3 Effluent Actuators 1-4, from Valve Direction for \$37,676.00.**

Director Walden flagged this item for discussion, and asked if staff was confident on this bid given the spread between the next lowest bid. Ms. Riechers stated that Valve Direction handles this valve directly, and the others are going through a third party which resulted in additional costs. Mr. Morgan confirmed that this related to third party markup.

- G. **Approve purchase of Hydro Vac for line maintenance department from EKA for \$53,628.77.**

Director Walden flagged this item for discussion and stated that he didn't see any justification for items G and H. Ms. Riechers stated that they were in the budget and Mr. Sifuentes replaced a budgeted item with the Hydro Vac because this is typically handled by contract versus through

PUA staff. Mr. Morgan confirmed that this equipment, because of size, will allow staff to be more efficient in operations and that it could be used in cleanup where a contractor would otherwise need to be called in.

- H. Approve purchase of ¾-ton service truck for Electro Mechanical Department from Caldwell Country for \$36,745.00.**
- I. Approve 30% reimbursable costs for The East Village and the Golf Villas to CCNG Development Company, L.P. in the amount of \$389,774.00.**

Director Walden flagged this item for discussion and asked why a default letter was sent by CCNG. Ms. Riechers stated that the standard letter used by CCNG in requesting reimbursement amounts read like a demand letter, but wasn't intended to be a demand. Ms. Smith confirmed this.

- J. Approve Developer Reimbursement in the amount of \$159,903 to Taylor Morrison for Phase IV of Sawyer Ranch Road Pipeline.**
- K. Approve Developer Reimbursement in the amount of \$259,966 to International Bank of Commerce on behalf of HM High Pointe Development, Inc. for High Pointe Phase I, Sect 3A.**
- L. Approve Quarterly Investment Report for period ending March 31, 2020.**

MOTION: A motion was made by Director Roberts to approve the Consent Agenda items A, B, C, , E, J, K, L and M, provided as **Exhibits A-H**. The motion was seconded by Director Goodwin.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Walden, Smith, Goodwin, and Bethke
Voting Nay: None
Abstained: None
Absent: None

MOTION: A motion was made by Director Roberts to approve the Consent Agenda items D, F, G, H, and I, provided as **Exhibits I-M**. The motion was seconded by Director Walden.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Walden, Smith, Goodwin, and Bethke
Voting Nay: None
Abstained: None
Absent: None

V. OLD BUSINESS

At 11:18 a.m., Director Roberts announced that the Board would convene in executive session to consult with its attorney pursuant to Texas Government Code § 551.071 regarding Item V.A. Director Roberts stated that the Board would take a brief break prior to joining executive session, and asked all Directors to join the executive session by 11:22 a.m.

At 12:42 p.m., Director Goodwin announced that the Board would reconvene in open session and that no action had been taken in executive session.

Director Roberts left the meeting at 11:33 a.m. during executive session.

A. Discuss, consider and take action regarding pending and/or anticipated litigation, including:

1. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-18-001654.*
2. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, No. 03-18-00668-CV in the Court of Appeals for the Third District of Texas at Austin.*
3. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, Civil Action No. 1:19-CV-00260 in the United States District Court for the Western District of Texas, Austin Division.*
4. *Masonwood HP, Ltd v. West Travis County Public Utility Agency, in the 345th Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002238.*
5. *Weekley Homes LLP v. West Travis County Public Utility Agency, in the 200th Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002291.*

This item was discussed in executive session.

B. Discuss, consider and take action on update to Employee Personnel Policies.

Ms. Riechers presented this item, provided as **Exhibit N**. She stated that Lloyd Gosselink had reviewed the policies and made recommendations. She also flagged that a weapons policy was also being recommended.

MOTION: A motion to approve the update to the Employee Personnel Policies as provided in the Board packet was made by Director Walden. The motion was seconded by Director Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Walden, Smith, Goodwin, and Bethke

Voting Nay: None

Abstained: None

Absent: None

VI. NEW BUSINESS

A. Discuss, consider and take action on waiver of Pretreatment Surcharges during the COVID-19 pandemic.

Ms. Riechers presented on this item, stating that the majority of restaurants are closed or reduced in operations. She stated that she had previously discussed with Director Walden the surcharges and waived the surcharges for April, and would like authorization from the Board to continue to do so. Director Roberts stated that he felt that the surcharges should be waived indefinitely and that the General Manager bring this back to the Board for reinstatement in the future.

Director Walden stated that restaurant owners are struggling and thanked Ms. Riechers for thinking of this. Director Smith asked for a summary of what the surcharge entails, to which Ms. Riechers provided a brief background of pretreatment surcharges.

MOTION: A motion to waive pretreatment surcharges indefinitely and have the General Manager bring back to the agenda in the future to reinstate the charges was made by Director Roberts. The motion was seconded by Director Smith.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Walden, Smith, Goodwin, and Bethke
Voting Nay: None
Abstained: None
Absent: None

B. Discuss, consider and take action on proposal for One Time Billing Adjustment policy.

Ms. Riechers presented on this item, provided as Exhibit O, and stated that the proposal was not directly related to COVID-19, but they have seen some requests for adjustments recently. She stated that the proposal is for a one-time adjustment to lower the charges to the lowest tier to benefit the customer with lower costs. She stated that staff would research each request for the billing adjustment to make sure that these requests are legitimate.

Director Walden asked what the policies are for Lakeway MUD or Travis County WCID No. 17. Ms. Riechers stated that District 17's policy is similar to the PUA's, and she had reviewed the City of Austin's policies as well.

Director Goodwin stated that they had discussed this issue for years, and in the past customer service was concerned that leak adjustments would increase. Ms. Riechers stated that now the economic situation has created a situation where she thought that some flexibility would be beneficial to the customers, and that staff would research these requests to confirm eligibility.

MOTION: A motion to approve the proposal for One Time Billing Adjustment policy was made by Director Walden. The motion was seconded by Director Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Walden, Smith, Goodwin, and Bethke
Voting Nay: None
Abstained: None
Absent: None

C. Discuss, consider and take action on extension of waiver of late fees and disconnects on customer accounts.

Ms. Riechers presented on this item and stated that the extension of the waiver on late fees and disconnects is related to COVID-19. She flagged that the Public Utility Commission of Texas is waiving late fees and disconnects through June 13 for entities over which it has jurisdiction. Due to COVID-19 and the transition to the new billing system, Ms. Riechers suggested that the PUA continue to waive late fees and disconnects through August 2020.

Ms. Smith responded to a question from the Board, stating that the PUA typically sees approximately \$11,000.00 a month in late fees.

MOTION: A motion to approve the waiver of late fees and disconnects through August 2020 was made by Director Walden. The motion was seconded by Director Goodwin.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Walden, Smith, Goodwin, and Bethke
Voting Nay: None
Abstained: None
Absent: None

D. Discuss, consider and take action on proposal for cleaning of Raw Water Intake Wet Well #2 from US Underwater Services, not to exceed \$35,000.00.

Mr. Morgan presented this item, provided as **Exhibit P**. He stated that three bids were solicited and that he recommends approval of moving forward with this project.

MOTION: A motion to approve a proposal for cleaning Raw Water Intake Wet Well #2 from US Underwater Services in an amount not to exceed \$35,000.00 was made by Director Goodwin. The motion was seconded by Director Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Walden, Smith, Goodwin, and Bethke
Voting Nay: None
Abstained: None
Absent: None

E. Discuss, consider and take action on amendment to Professional Services Agreement with The Bridge Group.

Ms. Riechers presented this item, provided as **Exhibit Q**, stating that this agreement for inspection services is updated with a code of conduct that will be used in future service agreements.

Director Walden asked about the reference to billing information, and stated that there is a reference to quarterly and monthly billing. Ms. Riechers stated that this will be corrected to reflect monthly billing. Director Walden stated that he is concerned when there is a large lag in billing information. Ms. Riechers stated that she would make this change.

MOTION: A motion to approve an amendment to Professional Services Agreement with the Bridge Group, including the change to require monthly invoices, was made by Director Walden. The motion was seconded by Director Smith.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Walden, Smith, Goodwin, and Bethke
Voting Nay: None
Abstained: None
Absent: None

F. Discuss, consider and take action on proposal from The Backyard to design and build 24” transmission line within easement of The Backyard property.

Mr. Lozano presented this item, provided as **Exhibit R**. He stated that this item is included to get approval from the Board to pursue negotiating terms relating to the construction of the transmission line. He stated that the developer had reached out to the PUA regarding the 24” transmission line that is planned, and made the offer to participate in the construction of this facility in with developer facilities, with reimbursement from the PUA.

MOTION: A motion for authorization to move forward with discussion of terms from The Backyard to design and build 24” transmission line within easement of The Backyard property was made by Director Walden. The motion was seconded by Director Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Walden, Smith, Goodwin, and Bethke
Voting Nay: None
Abstained: None
Absent: None

G. Discuss, consider and take action on a Recommendation of Award for the Southwest Parkway Ground Storage Tank CIP Project, DN Tanks, \$3,242,374.40.

Mr. Lozano presented on this item, provided as Exhibit S. He stated that this project has been in process for a long time. He stated that there is a significant add alternate to build a second tank to give expanded capacity for the 290 system and provide redundancy. He stated that there will be conditions in the contract to allow the alternative item to be removed if approval is received from Travis County.

Director Walden asked for updates in the future regarding Travis County's responsiveness.

MOTION: A motion to award for the Southwest Parkway Ground Storage Tank CIP Project, DN Tanks, in an amount not to exceed \$3,242,374.40, was made by Director Roberts. The motion was seconded by Director Walden.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Walden, Smith, Goodwin, and Bethke
Voting Nay: None
Abstained: None
Absent: None

H. Discuss, consider and take action on a proposal from Murfee Engineering Company for the Lake Pointe WWTP Influent Lift Station Rehabilitation Project, \$42,640.00

Mr. Lozano presented on this item, provided as Exhibit T. He stated that Bubba Harkrider had flagged this project, and identified the tasks needed. Mr. Lozano followed that the PUA's Operations Manager, Mr. Morgan, had reviewed the scope and recommended moving forward.

MOTION: A motion to approve a proposal from Murfee Engineering Company for the Lake Pointe WWTP Influent Lift Station Rehabilitation Project, in an amount not to exceed \$42,640.00, was made by Director Roberts. The motion was seconded by Director Goodwin.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Walden, Smith, Goodwin, and Bethke
Voting Nay: None
Abstained: None

Absent: None

I. Discuss, consider and take action on a recommendation for the Lime Kiln Creek WW Interceptor CIP Project.

Mr. Lozano presented on this item, provided as Exhibit U. He stated that this is a long-planned CIP project that has been previously delayed due to lack of demand. He stated that a long-term savings is the planned decommissioning of Lift Station 21 which serves Summit 56 tract and the transition to gravity service. He stated that additionally, the Falconhead West main lift station could be a candidate for decommissioning by WCID 17. He stated that he would like some direction on whether this project should be included in the capital improvements plan, and estimated 1,300 LUEs of sewer service are anticipated in this area.

Director Walden asked what prompted this item to arise now. Mr. Lozano stated that there have been some submitted SERs in this portion of the service area that have indicated that this project would be beneficial.

Director Bethke stated that he is supportive of decommissioning lift stations, and asked what the alternative would be. Mr. Lozano stated the alternative to constructing this project is possible additional lift stations as development proceeds.

Director Walden asked if this project could be defended as a system improvement project and not to benefit individual development. Mr. Lozano confirmed that this is a long-planned project for more than a decade, but the timing had not yet been right. He stated this project will service the entire sewer shed in the area.

Director Roberts asked a question regarding impact fees in connection with this proposed project. Director Walden confirmed the current impact fee does not currently include this project.

Director Walden asked if this could be a Facilities Fund project versus CIP. Ms. Smith stated that currently there are enough funds in the Facilities Fund for this project. Mr. Lozano stated that he provides recommendations for flexibility, but there is nothing that requires a CIP project be paid out of impact fee funds.

Director Bethke stated that District 17 should be contacted as well.

MOTION: A motion to authorize moving forward on the Lime Kiln Creek WW Interceptor CIP Project was made by Director Walden. The motion was seconded by Director Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Walden, Smith, Goodwin, and Bethke
Voting Nay: None
Abstained: None
Absent: None

J. Discuss, consider and take action on setting date for budget workshop in July.

Ms. Smith presented on this item, stating that typically the Board has a workshop in June, and staff is proposing doing so in July. She stated that there are no planned rate changes.

After discussion, the workshop was scheduled for July 30 at 1:00 pm.

Director Roberts also asked if regular meetings could be held at 1:00 pm in the future.

VII. STAFF REPORTS

A. General Manager's Report.

Ms. Riechers presented this item, provided as Exhibit V. She stated that the software transition is ongoing, and the financial portion has been completed. She stated that Ms. Smith and Ms. Kirkley have put in a tremendous amount of time and work on this project, and the next stage will be utility billing transition. Ms. Riechers said that this will be a lot of work at the beginning, but will be worthwhile once the transition is complete.

Ms. Riechers highlighted the software benefits, stating that this will be easier for staff to work with and customers will have real-time account access.

Director Walden asked what the annual savings could be versus AVR. Ms. Smith stated that they don't yet have a number, but anticipated a future savings that she will recap once she has this information.

Ms. Riechers stated that in the report she included the new Operation Manager's resume.

B. Controller's Report, including:

Ms. Smith presented on this item, provided as Exhibit W. She thanked the Board for the software transition and stated that this would be a beneficial system.

C. Engineer's Report including:

1. Capital Improvements Plan Update.

Mr. Lozano presented this item, provided as Exhibit X. He stated that he included a lot of data in the report regarding the type of items that are tracked and watched.

D. Operations Report

Mr. Morgan presented this report, provided as Exhibit Y.

E. Customer Service Report

Ms. Riechers presented this report, provided as **Exhibit Z**. Ms. Riechers flagged that water usage is starting to increase.

VIII. ADJOURNMENT

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

The vote was taken with the following result:

Voting Aye: Directors Walden, Smith, Goodwin, and Bethke
Voting Nay: None
Abstained: None
Absent: Director Roberts

The meeting adjourned at 12:42 p.m.

PASSED AND APPROVED this 18th day of June, 2020.

Scott Roberts, President
Board of Directors

ITEM B



West Travis County Public Utility Agency

Payment Report

(excludes payroll & deposit refunds)

By Check Number

Date Range: 05/01/2020 - 05/31/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank-AP Bank						
00338	CCNG Development Co. LP	05/28/2020	EFT	0.00	277,554.03	1
2020 Dev. Reimb...	Invoice	05/21/2020	Developer Reimb.- CCNG- East Village	0.00	277,554.03	
01994	Synchro Realty, LLC	05/28/2020	EFT	0.00	112,219.97	2
2020 Dev. Reimb...	Invoice	05/21/2020	Developer Reimb.- CCNG- Golf Villas	0.00	112,219.97	
02011	Taylor Morrison of Texas, Inc	05/28/2020	EFT	0.00	159,903.00	3
2020 Dev. Reimb...	Invoice	05/21/2020	Dev. Reimb.-Hays Reunion Ranch -Phase IV P...	0.00	159,903.00	
00014	Access Controls of Austin	05/19/2020	Regular	0.00	763.75	24
30450	Invoice	04/28/2020	Repaired Gate at Wastewater Plant	0.00	763.75	
00018	ACT Pipe & Supply	05/19/2020	Regular	0.00	720.00	25
S100515167.001	Invoice	04/28/2020	Hydrant Grease -Fire Hydrant Survey	0.00	720.00	
00102	Aqua-Tech Laboratories, Inc	05/19/2020	Regular	0.00	3,378.00	26
44683	Invoice	04/17/2020	March 2020 Analysis - Auberge at Silverado	0.00	175.00	
44684	Invoice	04/17/2020	March 2020 Analysis - Baguette et Chocolat	0.00	175.00	
44685	Invoice	04/17/2020	March 2020 Analysis - Fuddruckers	0.00	175.00	
44687	Invoice	04/17/2020	March 2020 Analysis - Rosie's Tamale House	0.00	175.00	
45053	Invoice	04/22/2020	March 2020 Analysis - Bohls WWTP	0.00	976.00	
45054	Invoice	04/22/2020	March 2020 Analysis	0.00	486.00	
45055	Invoice	04/22/2020	March 2020 Analysis - Lakepointe WWTP	0.00	1,048.00	
45056	Invoice	04/22/2020	March 2020 Analysis - WTP	0.00	168.00	
00104	Arbor Car Wash	05/19/2020	Regular	0.00	678.56	28
46	Invoice	04/16/2020	Services 3/31/2020	0.00	678.56	
00128	AT&T	05/19/2020	Regular	0.00	1,205.13	29
512A1307901430...	Invoice	04/29/2020	Telephone Expense- Consolidated Bill	0.00	1,205.13	
00133	AT&T- Internet	05/19/2020	Regular	0.00	716.10	30
3641393503	Invoice	04/11/2020	Subscriber/Router/Admin Phone	0.00	716.10	
00142	Austin Armature Works, LP	05/19/2020	Regular	0.00	430.00	31
FR17791	Invoice	04/27/2020	Lift Station 5 - Troubleshoot	0.00	135.00	
SR16408	Invoice	04/15/2020	Pump Station #7 Pump #3 - Labor for Machi...	0.00	295.00	
00153	AVR Inc.	05/19/2020	Regular	0.00	7,233.61	32
011159	Invoice	04/15/2020	Monthly Billing - Bee Cave South - March 20...	0.00	1,734.87	
011160	Invoice	04/15/2020	Monthly Billing - 290-HPR - March 2020	0.00	2,504.70	
011316	Invoice	04/24/2020	Monthly Billing - Homestead Meadow - April...	0.00	197.18	
011317	Invoice	04/24/2020	Monthly Billing - Bee Cave - April 2020	0.00	2,696.31	
011618	Invoice	04/30/2020	UReceptables - April 2020	0.00	100.55	
00245	Brenntag Southwest Inc.	05/19/2020	Regular	0.00	6,487.18	33
BSW196346	Invoice	04/02/2020	Chemicals - Bohls WWTP	0.00	405.00	
BSW201435	Invoice	04/21/2020	Chemicals - Bohls WWTP	0.00	669.18	
BSW201436	Invoice	04/21/2020	Chemicals - Lakepointe WWTP	0.00	689.50	
BSW201773	Credit Memo	04/27/2020	Credit for 2 Cylinders Picked from Customer ...	0.00	-270.00	
BSW202968	Invoice	04/28/2020	Chemicals - WTP	0.00	3,884.50	
BSW204253	Invoice	05/05/2020	Chemicals - Lakepointe WWTP	0.00	554.50	
BSW204254	Invoice	05/05/2020	Chemicals - Bohls WWTP	0.00	554.50	
00260	BrickHouse Security	05/19/2020	Regular	0.00	911.62	35
609877	Invoice	04/24/2020	Service 4/24/2020 - 5/24/2020	0.00	455.81	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
974699	Invoice	04/07/2020	Vehicle GPS 3/24/2020 - 4/24/2020	0.00	455.81	
00416	City of Austin	05/19/2020	Regular	0.00	66,188.47	36
0715697560652	Invoice	05/11/2020	Utility Expense	0.00	66,188.47	
00416	City of Austin	05/19/2020	Regular	0.00	66.03	37
224466809280	Invoice	05/15/2020	Utility Expense- LS 16	0.00	66.03	
00416	City of Austin	05/19/2020	Regular	0.00	14,899.35	38
718709013932	Invoice	05/14/2020	Utility Expense	0.00	14,899.35	
00416	City of Austin	05/19/2020	Regular	0.00	92.59	39
399926666441	Invoice	05/13/2020	Utility Expense- PS #3	0.00	92.59	
00439	Comdata Universal Mastercard	05/19/2020	Regular	0.00	2,938.18	40
UNOIP April 2020	Invoice	05/01/2020	Fuel 4/2/2020 - 5/1/2020	0.00	2,938.18	
00439	Comdata Universal Mastercard	05/19/2020	Regular	0.00	-2,938.18	40
00447	Core & Main LP	05/19/2020	Regular	0.00	73.80	41
M091499	Invoice	03/20/2020	Stock Supplies - PVC S80 Male Adpt	0.00	73.80	
00457	CP&Y	05/19/2020	Regular	0.00	8,935.00	42
WTCP20000029002	Invoice	05/06/2020	WTCPUA SCADA System Improvements	0.00	8,935.00	
00479	D.A.D.'s Lawn Services, LLC	05/19/2020	Regular	0.00	5,820.00	43
20200304	Invoice	05/04/2020	Monthly Ground Maintenance	0.00	5,820.00	
00568	Diligent Delivery Systems	05/19/2020	Regular	0.00	29.81	44
114751	Invoice	04/30/2020	Postage - R. Ramirez, Murfee Engineering Co	0.00	29.81	
00636	Elliott Electric Supply, Inc	05/19/2020	Regular	0.00	205.89	45
120-76811-05	Invoice	04/25/2020	RWI Bayox	0.00	205.89	
00684	Fastest Labs of Central Austin	05/19/2020	Regular	0.00	60.00	46
424	Invoice	04/30/2020	Testing - Nicholas Vargas	0.00	60.00	
00686	Ferguson Enterprises, Inc.	05/19/2020	Regular	0.00	80.04	47
8094538	Invoice	05/04/2020	Vapex Unit	0.00	80.04	
00720	GB Auto Service, Inc	05/19/2020	Regular	0.00	80.54	48
11105115	Invoice	04/28/2020	Oil & Filter Service - Truck #008	0.00	58.95	
145892	Invoice	04/01/2020	Tire Repair - Truck #503	0.00	21.59	
00725	Generator Field Services LLC	05/19/2020	Regular	0.00	16,884.45	49
GFS7526	Invoice	04/29/2020	County Line - Field Labor	0.00	450.00	
GFS7527	Invoice	04/29/2020	Field Labor - Lift Station #18	0.00	360.00	
GFS7528	Invoice	05/01/2020	Maintenance at Lift Station #22	0.00	600.00	
GFS7529	Invoice	05/15/2020	Pump Station #5	0.00	1,958.30	
GFS7530	Invoice	04/30/2020	Bohls WWTP	0.00	7,214.10	
GFS7531	Invoice	04/28/2020	Lift Station #17	0.00	6,302.05	
00771	Guardian Industrial Supply LLC	05/19/2020	Regular	0.00	35.00	51
64092	Invoice	04/06/2020	Admin PLC Cabine - Freight	0.00	35.00	
00779	Hach Company	05/19/2020	Regular	0.00	318.22	52
11940031	Invoice	04/29/2020	Sensor Cap Replacement	0.00	318.22	
00800	Hays County MUD No 4	05/19/2020	Regular	0.00	12,571.74	53
February 2020	Invoice	03/01/2020	Wastewater Billing Collections 2020.02	0.00	6,294.32	
March 2020	Invoice	03/31/2020	Wastewater Billing Collections 2020.03	0.00	6,277.42	
00842	HydroPro Solutions, LLC	05/19/2020	Regular	0.00	4,182.96	54
0015868-IN	Invoice	04/21/2020	3/4" USG 3G-DS BL REG	0.00	4,182.96	
01200	Kor Terra	05/19/2020	Regular	0.00	1,200.00	55

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
20033	Invoice	04/01/2020	Two Way Contractor Interface 3/10/2020 - 3...	0.00	1,200.00	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	05/19/2020	Regular	0.00	31,332.73	56
97509490	Invoice	04/16/2020	Spanish Oaks	0.00	682.50	
97509492	Invoice	04/16/2020	2018 LUA/CIP/IF Update	0.00	137.50	
97509494	Invoice	04/16/2020	2019 Series Bond Issuance- SW Pkwy Conve...	0.00	715.00	
97509514	Invoice	04/13/2020	General Counsel	0.00	7,515.00	
97509515	Invoice	04/13/2020	General Operations	0.00	2,767.00	
97509517	Invoice	04/13/2020	Hatchett Tract	0.00	1,235.00	
97509518	Invoice	04/13/2020	Ledgestone/Bush Ranch SER Review	0.00	212.00	
97509519	Invoice	04/13/2020	Live Oak Springs NSSA	0.00	588.63	
97509522	Invoice	04/13/2020	Hays County 1 Belterra	0.00	159.00	
97509528	Invoice	04/13/2020	Bee Creek Sports Complex SER	0.00	17.00	
97509616	Invoice	04/13/2020	General Employment	0.00	4,503.00	
97509796	Invoice	04/13/2020	Hatchett & JPH Capital Litigation	0.00	11,524.60	
97509798	Invoice	04/13/2020	Litigation Burba Ranch Impact	0.00	372.00	
97509799	Invoice	04/13/2020	Litigation Provence Impact Fees	0.00	904.50	
01324	Lower Colorado River Authority	05/19/2020	Regular	0.00	85,782.60	59
00529969 4/20	Invoice	04/30/2020	Purchase Water	0.00	82,884.65	
00530144 4/20	Invoice	04/30/2020	Purchase Water	0.00	2,897.95	
01543	Murfee Engineering Company Inc.	05/19/2020	Regular	0.00	166,070.23	60
42449	Invoice	04/02/2020	General Eng Services FYE 9/30/2020	0.00	32,622.08	
42450	Invoice	04/02/2020	Mapping Services FYE 9/30/2020	0.00	15,480.00	
42451	Invoice	04/02/2020	Beneficial Water Recycling Facility Design & ...	0.00	331.25	
42452	Invoice	04/02/2020	SW Pkwy Exp Ground Storage Tank Design	0.00	52,978.65	
42453	Invoice	04/02/2020	Bohls WWTP Exp Design, Approval & Const ...	0.00	6,781.25	
42454	Invoice	04/02/2020	RWL #2 - Design, Permitting & Const Admin	0.00	6,588.75	
42455	Invoice	04/02/2020	1080 Transmission Main Esmts Design, Appr...	0.00	2,300.00	
42457	Invoice	04/02/2020	Hamilton Pool Road Pump Station Conv. & U...	0.00	1,823.75	
42458	Invoice	04/02/2020	Zebra Mussels Control System	0.00	3,678.75	
42460	Invoice	04/02/2020	County Line 1340 PS Design, Approval & Con...	0.00	7,112.50	
42461	Invoice	04/02/2020	Wastewater Solids Management Master Plan	0.00	2,366.25	
42463	Invoice	04/02/2020	RM 620 Utility Relocation	0.00	6,836.25	
42464	Invoice	04/02/2020	1240 Transmission Main CIP Project	0.00	11,584.50	
42465	Invoice	04/02/2020	Water Treatment Solids Mgmt Master Plan	0.00	8,595.00	
42468	Invoice	04/02/2020	West Bee Cave PS Upgrades	0.00	3,277.50	
42469	Invoice	04/02/2020	Double L Ranch SER	0.00	440.00	
42470	Invoice	04/02/2020	TCWCID 18 Interconnect SER Application	0.00	698.75	
42471	Invoice	04/02/2020	Bee Creek Soccer Complex OUD SER	0.00	575.00	
Serrato Cv	Invoice	05/14/2020	Deposit Refund	0.00	2,000.00	
01582	Odessa Pumps & Equipment Inc.	05/19/2020	Regular	0.00	119.00	66
657997	Invoice	04/15/2020	Supplies for PS #7 Pump #3	0.00	119.00	
01583	Office Depot	05/19/2020	Regular	0.00	49.80	67
10101900 04/20	Invoice	05/02/2020	Finance Charges	0.00	49.80	
01629	Pedernales	05/19/2020	Regular	0.00	7,937.56	68
3000222795 5/20	Invoice	05/08/2020	Electric Charges - Pump Station 7	0.00	7,937.56	
01629	Pedernales	05/19/2020	Regular	0.00	37.50	69
3000140950 5/20	Invoice	05/08/2020	Electric Charges - PS 7 Storage Shed	0.00	37.50	
01629	Pedernales	05/19/2020	Regular	0.00	62.23	70
3000265199 5/20	Invoice	05/08/2020	Electric Charges - EST 2	0.00	62.23	
01629	Pedernales	05/19/2020	Regular	0.00	565.97	71
3000196270 5/20	Invoice	05/08/2020	Electric Charges - Pump Station 5	0.00	565.97	
01654	PostNet TX144	05/19/2020	Regular	0.00	34.80	72

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
498247	Invoice	04/14/2020	Monthly and Soil Sample Reports to TCEQ	0.00	34.80	
01665	PSI-Pump Solutions,Inc	05/19/2020	Regular	0.00	412.50	73
2020-4110	Invoice	04/22/2020	Lift Station #11- Pulled Pump at LS	0.00	412.50	
02029	Texas Excavation Safety System, Inc.	05/19/2020	Regular	0.00	774.25	74
20-05521	Invoice	03/31/2020	Message Fees - March 2020	0.00	774.25	
02037	The Bridge Group	05/19/2020	Regular	0.00	10,780.00	75
2020-0155	Invoice	04/15/2020	Construction Inspection Fees - General Admin	0.00	420.00	
2020-0156	Invoice	04/15/2020	Construction Inspection Fees- Misc Projects	0.00	140.00	
2020-0158	Invoice	04/15/2020	Construction Inspection Fees - Anthem @ Le...	0.00	280.00	
2020-0159	Invoice	04/15/2020	Construction Fees - BC Professional Office Pa...	0.00	1,680.00	
2020-0160	Invoice	04/15/2020	Construction Fees - Breakwater Subdivision	0.00	280.00	
2020-0161	Invoice	04/15/2020	Construction Fees - Extra Space Storage	0.00	1,260.00	
2020-0162	Invoice	04/15/2020	Construction Fees - Fitzhugh 10	0.00	140.00	
2020-0163	Invoice	04/15/2020	Construction Fees - Forbes Tract Skyridge	0.00	140.00	
2020-0164	Invoice	04/15/2020	Construction Fees - Highpointe Phase 1, Sec ...	0.00	1,120.00	
2020-0165	Invoice	04/15/2020	Construction Fees - Hillside at Spanish Oaks	0.00	1,750.00	
2020-0166	Invoice	04/15/2020	Construction Fees - Lakes Edge	0.00	280.00	
2020-0167	Invoice	04/15/2020	Construction Inspection Fees- Ledgestone C...	0.00	420.00	
2020-0168	Invoice	04/15/2020	Construction Fees - McGuire Event Center	0.00	140.00	
2020-0169	Invoice	04/19/2020	Construction Fees - Parten Ranch Phase 1	0.00	280.00	
2020-0170	Invoice	04/15/2020	Construction Fees - Provence Phase 1, Sec 2	0.00	1,330.00	
2020-0171	Invoice	04/15/2020	Construction Fees - Sawyer Ranch Phase 1	0.00	560.00	
2020-0172	Invoice	04/15/2020	Construction Fees - Signal Hill Commercial	0.00	560.00	
02042	The Print Shoppe	05/19/2020	Regular	0.00	71.00	78
15498	Invoice	04/23/2020	Business Cards - Eric Morgan	0.00	71.00	
02108	Travis County MUD No 16	05/19/2020	Regular	0.00	29,471.88	79
March 2020	Invoice	03/31/2020	Wastewater Billing Collections - 2020.03	0.00	29,471.88	
02137	United Rentals, Inc.	05/19/2020	Regular	0.00	40.00	80
180740053-001	Invoice	04/16/2020	Plug to block line while under repair(LS#12)	0.00	40.00	
02138	United Site Services of Texas, Inc.	05/19/2020	Regular	0.00	129.84	81
114-10244195	Invoice	04/24/2020	County Line Pump Station	0.00	129.84	
02143	USA BlueBook	05/19/2020	Regular	0.00	587.12	82
206917	Invoice	04/15/2020	Free Ammonia Chemkey	0.00	125.33	
219916	Invoice	04/28/2020	Water Plant Supplies	0.00	366.66	
224070	Invoice	05/15/2020	Water Plant Supplies	0.00	95.13	
02147	Valve Direction LLC	05/19/2020	Regular	0.00	33,594.00	83
14343	Invoice	04/15/2020	14" Cla-Val Globe Style Pump Control Valve	0.00	33,469.00	
1579	Invoice	04/24/2020	Unit 3 Filter 4	0.00	125.00	
02174	Waste Management of Texas	05/19/2020	Regular	0.00	922.72	84
75-1223528	Invoice	04/24/2020	Service Period 5/1/2020 - 5/31/2020	0.00	922.72	
02177	Wastewater Transport Services, LLC	05/19/2020	Regular	0.00	111,910.01	85
11104195	Invoice	03/01/2020	Sludge Disposal - Lakepointe WWTP	0.00	24,725.00	
11104226	Invoice	03/01/2020	Sludge Disposal - Bohls WWTP	0.00	24,150.00	
11104228	Invoice	03/01/2020	Sludge Disposal - WTP	0.00	5,175.00	
11104697	Invoice	04/01/2020	Sludge Disposal - Lakepointe WWTP	0.00	22,517.50	
11104739	Invoice	04/01/2020	Sludge Disposal - Bohls WWTP	0.00	20,700.00	
11104741	Invoice	04/01/2020	Sludge Disposal - WTP	0.00	4,600.00	
11104924	Invoice	04/15/2020	Sludge Disposal - Lift Station #12	0.00	1,341.25	
11104952	Invoice	04/16/2020	Emergency Service - Lift Station #16	0.00	1,244.38	
11104953	Invoice	04/16/2020	Emergency Service - Lift Station #17	0.00	1,096.88	
11105110	Invoice	04/28/2020	Lift Station Cleaning- Bohls WWTP	0.00	1,560.00	
11105111	Invoice	04/28/2020	Lift Station Cleaning - Lift Station 2	0.00	960.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
11105112	Invoice	04/28/2020	Lift Station Cleaning - Lift Station 7	0.00	960.00	
11105113	Invoice	04/28/2020	Lift Station Cleaning - Lift Station 18	0.00	960.00	
11105114	Invoice	04/28/2020	Lift Station Cleaning - Lift Station 16	0.00	960.00	
11105115	Invoice	04/28/2020	Lift Station Cleaning - Lift Station 17	0.00	960.00	
00102	Aqua-Tech Laboratories, Inc	05/27/2020	Regular	0.00	3,289.00	87
45527	Invoice	05/20/2020	April 2020 Analysis - Bohls WWTP	0.00	1,170.50	
45528	Invoice	05/20/2020	April 2020 Analysis	0.00	708.00	
45529	Invoice	05/20/2020	April 2020 Analysis - Lakepointe WWTP	0.00	1,242.50	
45530	Invoice	05/20/2020	April 2020 Analysis - WTP	0.00	168.00	
00133	AT&T- Internet	05/27/2020	Regular	0.00	714.33	89
8310008097075	Invoice	05/11/2020	Subscriber/Router	0.00	714.33	
00130	AT&T Mobility-CC	05/27/2020	Regular	0.00	855.00	90
YRB032020	Invoice	04/24/2020	SCADA System Cellular Network - 3/19/20 - ...	0.00	855.00	
00142	Austin Armature Works, LP	05/27/2020	Regular	0.00	150.00	91
SR16475	Invoice	05/18/2020	Steiner Ponds Pump - Labor & Materials	0.00	150.00	
02510	Badger Daylighting Corp	05/27/2020	Regular	0.00	3,207.75	92
2058255	Invoice	05/11/2020	Badger Hydrovac with Operator Service + Su...	0.00	3,207.75	
00287	C&R Environmental & Septic Services, LLC	05/27/2020	Regular	0.00	7,955.00	93
1223	Invoice	05/03/2020	LS #18 - Service Needed to Diagnose Problem	0.00	2,400.00	
1265	Invoice	05/15/2020	Plumbing Materials & Labor	0.00	4,955.00	
1271	Invoice	05/20/2020	LS #11 - Camera for Sewer Line	0.00	600.00	
00416	City of Austin	05/27/2020	Regular	0.00	650.00	94
BSZ Permit- Count...	Invoice	05/26/2020	Barton Springs Zone Permit Fee-County Line...	0.00	650.00	
00416	City of Austin	05/27/2020	Regular	0.00	650.00	95
BSZ Permit- Hill C...	Invoice	05/26/2020	Barton Springs Zone Permit Fee-Hill County...	0.00	650.00	
00416	City of Austin	05/27/2020	Regular	0.00	170.18	96
54001730044	Invoice	05/19/2020	Utility Expense	0.00	170.18	
00416	City of Austin	05/27/2020	Regular	0.00	650.00	97
BSZ Permit- Morni...	Invoice	05/26/2020	Barton Springs Zone Permit Fee-Morning Hill...	0.00	650.00	
00416	City of Austin	05/27/2020	Regular	0.00	307.03	98
398109032988	Invoice	05/18/2020	Utility Expense	0.00	307.03	
00447	Core & Main LP	05/27/2020	Regular	0.00	318.66	99
M380645	Invoice	05/20/2020	Stock Supplies	0.00	318.66	
00676	Evergreen Southwest	05/27/2020	Regular	0.00	2,750.00	100
INV-1370	Invoice	05/20/2020	Micro-Solve 5 Gal. Bucket	0.00	2,750.00	
00725	Generator Field Services LLC	05/27/2020	Regular	0.00	3,990.47	101
GFS7488	Invoice	03/15/2020	Lift Station #18	0.00	2,595.47	
GFS7522	Invoice	04/13/2020	Lift Station #19	0.00	810.00	
GFS7523	Invoice	04/13/2020	Lakepointe WWTP	0.00	585.00	
00756	Green Oasis Landscapes	05/27/2020	Regular	0.00	545.76	102
24021	Invoice	05/01/2020	Plant Maintenance - May, June & July	0.00	545.76	
00771	Guardian Industrial Supply LLC	05/27/2020	Regular	0.00	897.14	103
064751	Invoice	05/06/2020	Lakepointe #2	0.00	897.14	
00784	Half Associates, Inc.	05/27/2020	Regular	0.00	3,947.50	104
10036629	Invoice	04/23/2020	Forbes Tract	0.00	382.50	
10036630	Invoice	04/23/2020	Parten Ranch Ph5	0.00	1,607.50	
10036631	Invoice	04/23/2020	Provence Ph1 Sec 4A & 4B	0.00	382.50	
10036632	Invoice	04/23/2020	Del Sol Yoga	0.00	1,575.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01061	Jones Heating and Air Conditioning	05/27/2020	Regular	0.00	225.00	105
12595	Invoice	05/05/2020	Labor Call - RWI	0.00	225.00	
01266	LCRA	05/27/2020	Regular	0.00	1,095.00	106
LAB-0042188	Invoice	04/30/2020	Lab Fees	0.00	1,095.00	
01434	McCoy's Building Supply	05/27/2020	Regular	0.00	120.51	107
7429121	Invoice	04/29/2020	Enamel Spray	0.00	5.29	
7429217	Invoice	04/30/2020	Stock Supplies	0.00	115.22	
01582	Odessa Pumps & Equipment Inc.	05/27/2020	Regular	0.00	6,143.86	108
628712	Invoice	04/23/2020	Pump # 3 & #4 at County Line PS	0.00	4,042.60	
630327	Invoice	05/15/2020	Lift Station #18 Pump #1	0.00	2,101.26	
01657	Precision Calibrate Meter Services	05/27/2020	Regular	0.00	55.00	109
1238	Invoice	05/12/2020	Bench Test - Nutty Brown	0.00	55.00	
01665	PSI-Pump Solutions, Inc	05/27/2020	Regular	0.00	17,921.00	110
2020-04141-1	Invoice	04/28/2020	Submersible Sewage Pump	0.00	17,921.00	
02508	Quadiant, Inc	05/27/2020	Regular	0.00	2.06	111
April 2020	Invoice	05/01/2020	Finance Charge	0.00	2.06	
02066	Spectrum	05/27/2020	Regular	0.00	145.74	112
00270880520	Invoice	05/20/2020	Internet Service - Lakepointe WWTP	0.00	145.74	
02026	Texas Commission on Environmental Quality	05/27/2020	Regular	0.00	2.50	113
SC00259109	Invoice	03/10/2020	TX Tier II Chemical Reporting- Late Fee	0.00	2.50	
02027	Texas Community Propane, Ltd	05/27/2020	Regular	0.00	21.95	114
FAL01618 5/20	Invoice	05/18/2020	Gas Expense 3925 Sugarloaf Dr	0.00	21.95	
02133	Tyler Technologies, Inc	05/27/2020	Regular	0.00	5,343.75	115
025-294451	Invoice	04/22/2020	Accounts Receivable & Financials Setup	0.00	5,343.75	
02135	U.S. Underwater Services, LLC	05/27/2020	Regular	0.00	3,100.00	116
11400	Invoice	04/17/2020	EST Hamilton Pool	0.00	3,100.00	
02143	USA BlueBook	05/27/2020	Regular	0.00	1,314.34	117
038310	Credit Memo	04/01/2020	Credit for Return	0.00	-226.95	
230888	Invoice	05/08/2020	Office Supplies	0.00	339.65	
231227	Invoice	05/08/2020	Supplies	0.00	1,201.64	
02144	USIC Locating Services, LLC	05/27/2020	Regular	0.00	2,723.00	118
378506	Invoice	04/30/2020	Locating Services 4/1/2020 - 4/30/2020	0.00	2,723.00	
02177	Wastewater Transport Services, LLC	05/27/2020	Regular	0.00	11,033.13	119
11105274	Invoice	05/07/2020	Emergency Service - Lift Station #5	0.00	871.88	
11105276	Invoice	05/07/2020	Emergency Service - Lift Station #3	0.00	956.25	
11105344	Invoice	05/12/2020	Lift Station Cleaning - Lift Station #14	0.00	1,440.00	
11105345	Invoice	05/12/2020	Lift Station Cleaning - Bohls WWTP	0.00	1,440.00	
11105346	Invoice	05/12/2020	Lift Station Cleaning - Lift Station #11	0.00	960.00	
11105347	Invoice	05/12/2020	Lift Station Cleaning - Lakepointe WWTP	0.00	1,585.00	
11105348	Invoice	05/12/2020	Lift Station Cleaning - Lift Station #5	0.00	960.00	
11105350	Invoice	05/12/2020	Lift Station Cleaning - Lift Station #17	0.00	1,200.00	
11105374	Invoice	05/14/2020	Hydro Jet Cleaning - Hardwood Design Com...	0.00	1,620.00	
00245	Brenntag Southwest Inc.	05/28/2020	Regular	0.00	5,325.00	121
BSW195077	Invoice	04/30/2020	Chemicals- WTP	0.00	4,486.00	
BSW207839	Invoice	05/20/2020	Chemicals- Lakepointe WWTP	0.00	419.50	
BSW207840	Invoice	05/20/2020	Chemicals- Bohls WWTP	0.00	419.50	
00573	DN Tanks, Inc	05/28/2020	Regular	0.00	58,763.68	122
Pay App 7	Invoice	05/21/2020	WBCPS GST - Pay App 7	0.00	58,763.68	

Check Report

Date Range: 05/01/2020 - 05/31/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00800	Hays County MUD No 4	05/28/2020	Regular	0.00	6,427.70	123
April 2020	Invoice	04/30/2020	Wastewater Billing Collections 2020.04	0.00	6,427.70	
00857	International Bank of Commerce	05/28/2020	Regular	0.00	259,966.00	124
2020 Dev. Reimb.-.	Invoice	05/21/2020	Developer Reimb.- HM Highpointe	0.00	259,966.00	
01586	Omni Site	05/28/2020	Regular	0.00	172.41	125
73183	Invoice	05/18/2020	LS #12 - Service Charge for Monitoring Equi...	0.00	172.41	
01915	Smith Pump Company, Inc.	05/28/2020	Regular	0.00	11,050.00	126
P1069215	Invoice	05/20/2020	5HP Liberty Grinder Pump	0.00	8,154.00	
S1017320	Invoice	05/20/2020	Installed Liberty Grinder @ Lift Station #16	0.00	521.00	
S1017379	Invoice	05/19/2020	Crystal Ball - EMD Lift Station #12	0.00	2,375.00	
02537	Department of State Health Services	05/29/2020	Regular	0.00	157.00	127
2019003700	Invoice	05/27/2020	DSHS Asbestos Penalty- 1340 EST	0.00	157.00	
02516	ECoCare	05/29/2020	Regular	0.00	265.00	128
16639	Invoice	05/20/2020	Monthly Janitorial Service - June 2020	0.00	265.00	
00825	Hill Country Texas Galleria, LLC	05/29/2020	Regular	0.00	17,554.39	129
June 2020	Invoice	06/01/2020	Lease Expense	0.00	16,025.34	
May 2020-1	Invoice	05/01/2020	May 2020 Partial & 2019 Operating Exepnse...	0.00	1,529.05	
02108	Travis County MUD No 16	05/29/2020	Regular	0.00	29,650.75	130
April 2020	Invoice	04/30/2020	April 2020	0.00	29,650.75	
01629	Pedernales	05/19/2020	Bank Draft	0.00	58.32	DFT0000083
300036972 4/20	Invoice	05/08/2020	Electric Charges Pump Station 6	0.00	58.32	
01629	Pedernales	05/19/2020	Bank Draft	0.00	63.12	DFT0000084
36972 04/20	Invoice	05/08/2020	Utility Expense- Pump Station 6	0.00	63.12	
01629	Pedernales	05/19/2020	Bank Draft	0.00	-1,141.34	DFT0000085
36972 11/19	Credit Memo	04/01/2020	Capital Credit 2018	0.00	-1,141.34	
00416	City of Austin	05/19/2020	Bank Draft	0.00	226.85	DFT0000086
04024067501	Invoice	04/29/2020	Utility Expense	0.00	226.85	
00416	City of Austin	05/19/2020	Bank Draft	0.00	17,516.23	DFT0000087
441050401882	Invoice	05/05/2020	Utility Expense	0.00	17,516.23	
01629	Pedernales	05/19/2020	Bank Draft	0.00	2,855.96	DFT0000088
3000196270 - 4/2...	Invoice	04/08/2020	Utility Expense -Pump Stn 5 April 2020	0.00	2,855.96	
01629	Pedernales	05/19/2020	Bank Draft	0.00	-5,299.82	DFT0000089
01629	Pedernales	05/19/2020	Bank Draft	0.00	5,299.82	DFT0000089
3000222795 4/20...	Invoice	04/08/2020	Utility Expense - County Line PS April 2020	0.00	5,299.82	
01629	Pedernales	05/19/2020	Bank Draft	0.00	37.50	DFT0000090
3000140950 -4/2...	Invoice	04/08/2020	Utility Expense - County Line Pump Stn April ...	0.00	37.50	
00439	Comdata Universal Mastercard	05/20/2020	Bank Draft	0.00	2,938.18	DFT0000091
UN0IP April 2020	Invoice	05/01/2020	Fuel 4/2/2020 - 5/1/2020	0.00	2,938.18	
00128	AT&T	05/26/2020	Bank Draft	0.00	1,205.10	DFT0000099
512A1307901430	Invoice	05/05/2020	Telephone Expense - Consolidated Bill	0.00	1,205.10	
00132	AT&T Wireless	05/25/2020	Bank Draft	0.00	1,266.93	DFT0000100
287257473032X0...	Invoice	05/04/2020	Staff Wireless Expense 05/05/2020-06/04/2...	0.00	1,266.93	
00179	BB&T - Riechers	05/26/2020	Bank Draft	0.00	505.82	DFT0000101
Riechers 04/20	Invoice	05/05/2020	Credit Card Purchases	0.00	505.82	
00183	BB&T - Smith	05/26/2020	Bank Draft	0.00	3,485.91	DFT0000102
Smith 04/20	Invoice	05/05/2020	Credit Card Purchases	0.00	3,485.91	

Check Report

Date Range: 05/01/2020 - 05/31/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02066	Spectrum	05/26/2020	Bank Draft	0.00	119.31	DFT0000103
00394090404	Invoice	04/04/2020	Phone Service LS #20	0.00	119.31	
02066	Spectrum	05/26/2020	Bank Draft	0.00	121.09	DFT0000104
00394090504	Invoice	05/04/2020	Phone Service LS #20	0.00	121.09	
02066	Spectrum	05/25/2020	Bank Draft	0.00	239.99	DFT0000105
00701720513	Invoice	05/13/2020	Internet- Water Plant	0.00	239.99	
00549	Dell Financial Services	05/26/2020	Bank Draft	0.00	10,008.71	DFT0000106
4184 518 March...	Credit Memo	03/02/2020	Credit for Returned Item	0.00	-113.52	
4184 518 April	Invoice	04/02/2020	Computer Equipment	0.00	10,070.40	
41845818 05/20	Invoice	05/02/2020	Dell Credit	0.00	51.83	
00330	Cash Construction Company, Inc.	05/28/2020	Bank Draft	0.00	1,089,022.50	DFT0000107
Pay App 5	Invoice	05/21/2020	30" Raw Water Transmission Main No. 2 - Pa...	0.00	679,432.50	
Pay App 6	Invoice	05/21/2020	30" Raw Water Transmission Main No. 2 - Pa...	0.00	409,590.00	
02548	BB&T - Conway	05/26/2020	Bank Draft	0.00	533.96	DFT0000111
5381-2020.05	Invoice	05/05/2020	Credit Card Purchases	0.00	533.96	
00172	BB&T - Gonzales	05/26/2020	Bank Draft	0.00	303.06	DFT0000112
4294-2020.05	Invoice	05/05/2020	Credit Card Purchases	0.00	303.06	
00173	BB&T - Harkrider	05/26/2020	Bank Draft	0.00	275.34	DFT0000113
Harkrider 04/20	Invoice	05/05/2020	Credit Card Purchases	0.00	275.34	
00174	BB&T - Jeffrey	05/26/2020	Bank Draft	0.00	334.78	DFT0000114
1073-2020.05	Invoice	05/05/2020	Credit Card Purchases	0.00	334.78	
00175	BB&T - Main Office 4972	05/26/2020	Bank Draft	0.00	794.17	DFT0000115
4972-2020.05	Invoice	05/05/2020	Credit Card Purchases	0.00	794.17	
00178	BB&T - Rendon	05/26/2020	Bank Draft	0.00	397.19	DFT0000116
1099-2020.05	Invoice	05/05/2020	Credit Card Purchases	0.00	397.19	
00180	BB&T - Sarot	05/26/2020	Bank Draft	0.00	2,943.12	DFT0000117
Sarot 04/20	Invoice	05/05/2020	Credit Card Purchases	0.00	2,943.12	
00182	BB&T - Sifuentes	05/26/2020	Bank Draft	0.00	392.20	DFT0000118
Sifuentes 04/20	Invoice	05/05/2020	Credit Card Purchases	0.00	392.20	
00184	BB&T - Strickland	05/26/2020	Bank Draft	0.00	418.50	DFT0000119
Strickland 04/20	Invoice	05/05/2020	Credit Card Purchases	0.00	418.50	
01629	Pedernales	05/19/2020	Bank Draft	0.00	5,299.85	DFT0000129
22795 2020.04	Invoice	04/08/2020	Utility Expense	0.00	5,299.85	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	210	92	0.00	1,107,498.35
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-2,938.18
Bank Drafts	31	29	0.00	1,140,222.35
EFT's	3	3	0.00	549,677.00
	244	125	0.00	2,794,459.52

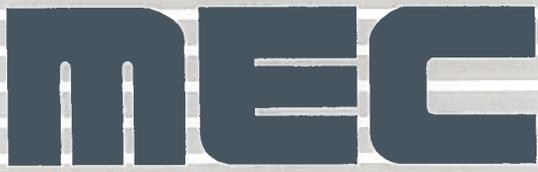
All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	210	92	0.00	1,107,498.35
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-2,938.18
Bank Drafts	31	29	0.00	1,140,222.35
EFT's	3	3	0.00	549,677.00
	244	125	0.00	2,794,459.52

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	5/2020	2,794,459.52
			2,794,459.52

ITEM C



Murfee Engineering Company

June 10, 2020

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

Re: 30" Raw Water Transmission Main No. 2 CIP Project
Pay Application No. 7
MEC File No. 11051-116

President Roberts and Board:

Attached is the seventh application for partial payment from **Cash Construction Company, Inc.** for the above-referenced project. We have reviewed the attached documentation for compliance with the Contract Documents and concur with the items/quantities requested. We, therefore, recommend this application for approval in the amount of **\$463,930.65**. Please call if you have any questions or need any additional information.

Sincerely,

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

Stephen Jones, P.E.

cc:

Jennifer Riechers – WTCPUA
Jennifer Smith – WTCPUA
Dennis Lozano, P.E. – MEC

jriechers@wtcpua.org
jsmith@wtcpua.org
dlozano@murfee.com

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Construction Progress Report No. 7

Period: May 1, 2020
to: May 31, 2020

**Construction of 30" Raw Water Transmission Main No. 2
for West Travis County Public Utility Agency**

MEC Project No. 11051-116

Contract

A. Contractor:	Cash Construction Company, Inc.
B. Contract Date:	September 13, 2019
C. Authorization to Proceed:	October 28, 2019
D. Calendar Days to Complete the Project:	210
E. Time Extension (in Calendar Days):	80
F. Completion Date:	August 13, 2020
G. Contract Time Used (in Calendar Days):	136

I. Status of Project:

The contractor has completed the tie-in at the water treatment plant.

II. Change Orders:

Additional/upsized bores and tree trimming; additional construction signage; utility conduit added for fiber optic telemetry.

III. Completion Report:

A. Construction Cost

1. Contract Bid Price	\$4,374,565.00
2. Change Orders	377,401.00
3. Final Quantity Adjustment	0.00
4. Total Estimated Contract Price as of this Report	4,751,966.00

B. Actual Cost as of this Report	2,491,746.00
C. Total Paid Contractor	1,778,415.75
D. Amount Retained at: 10%	249,174.60
E. Amount Due	463,930.65
F. Estimated Cost Remaining	2,260,220.00
G. Percent Construction Complete	52.4%

IV. Frequency of Observation:

A. Field Representation	-	As Needed
B. Engineer Observation	-	As Needed

V. Remarks:

There are no problems to report at this time.

APPLICATION FOR PAYMENT

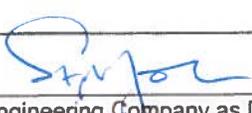
CONTRACTOR:
 CASH CONSTRUCTION COMPANY, INC.
 217 KINGSTON LACY BLVD.
 PFLUGERVILLE, TEXAS 78660
 (512) 538-2180
 Fax (512) 990-5609

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

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

PROJECT DATE AS OF:	05/30/2020
BILLED TO PAY REQUEST NO.:	7
TOTAL WORK COMPLETED TO DATE	\$2,491,746.00
RETAINAGE:	\$249,174.60
AMOUNT DUE THIS ESTIMATE:	\$2,242,571.40
PREVIOUS BILLINGS:	\$1,778,640.75
CURRENT AMOUNT DUE	\$463,930.65

CONTRACT DATE:	
ORIGINAL CONTRACT AMOUNT:	\$4,374,565.00
CHANGE ORDER #1	\$377,401.00
CHANGE ORDER #2	
DEDUCT	-\$250.00
CHANGE ORDER #4	
CHANGE ORDER #5	
REVISED CONTRACT AMOUNT:	\$4,751,716.00

	5/26/2020
Michael Stevens - Cash Construction	Date
Name: _____	
	6/10/2020
Murfee Engineering Company as Design Engineer	Date
Name: <u>STEPHEN JONES</u>	

West Travis County PUA	Date
Name: _____	

Rain Days:
 11/7/19, 11/8/19, 1/16/20, 1/17/20, 1/22/20, 1/28/20, 2/10/20, 2/11/20,
 2/12/20, 2/20/20, 2/21/20, 3/4/20, 3/5/20, 3/9/20, 3/20,20, 3/23/20,
 3/30,20, 4/2/20, 4/3/20, 4/6/20, 05/12/20, 05/13/20, 05/16/20, 5/26/20

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

APPLICATION FOR PAYMENT

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

JOB NAME: 30" Raw Water Transmission Main No. 2
 JOB# 901
 ESTIMATE # 7
 DATE 05/30/2020
 ORIG. AMOUNT \$4,374,565.00
 REV. AMOUNT \$4,751,716.00
 RETAINAGE 10%

TOTAL WORK THIS ESTIMATE \$515,478.50
 TOTAL COMPLETED TO DATE \$2,491,746.00
 LESS RETAINAGE \$249,174.60
 TOTAL DUE TO DATE \$2,242,571.40
 PREVIOUS BILLINGS \$1,778,640.75
 AMOUNT DUE THIS ESTIMATE \$463,930.65

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
EROSION/SEDIMENT CONTROLS											
50	SILT FENCE	LF	16,900.00	\$42,250.00	2.50	12,675.00	4,225.00	\$10,562.50	16,900.00	\$42,250.00	100.00%
70	ROCK BERM	LF	120.00	\$3,000.00	25.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
90	STABILIZED CONSTRUCTION ENTRANCE	EA	9.00	\$18,000.00	2,000.00	9.00	0.00	\$0.00	9.00	\$18,000.00	100.00%
110	LOC RESTORATION / HYDROMULCH SEEDING	SY	26,600.00	\$26,600.00	1.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
130	SOIL RETENTION BLANKET (TRM)	SY	500.00	\$1,000.00	2.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
150	TEMPORARY IRRIGATION SYSTEM	SY	10,000.00	\$3,000.00	0.30	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
170	TREE PROTECTION	LF	4,500.00	\$13,500.00	3.00	3,375.00	1,125.00	\$3,375.00	4,500.00	\$13,500.00	100.00%
190	REMOVE & REPLACE EXISTING ROCK GABION	LF	20.00	\$16,000.00	800.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
210	DRY STACK ROCK WALL FOR SLOPE STABILIZATION	LF	100.00	\$12,000.00	120.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
230	CRUSHED STONE STABILIZED AREA FOR EROSION CONTROL	SY	500.00	\$10,000.00	20.00	0.00	500.00	\$10,000.00	500.00	\$10,000.00	100.00%
250	SWPPP COMPLIANCE	LS	1.00	\$2,000.00	2,000.00	1.00	0.00	\$0.00	1.00	\$2,000.00	100.00%
WATER											
310	30" DUCTILE IRON WATER MAIN	LF	8,982.00	\$1,985,022.00	221.00	4,045.00	946.00	\$209,066.00	4,991.00	\$1,103,011.00	55.57%
315	30" DI RESTRAINED JOINT	LF	2,200.00	\$1,144,000.00	520.00	1,100.00	0.00	\$0.00	1,100.00	\$572,000.00	50.00%
320	48" STEEL CASING BY BORE	LF	164.00	\$157,440.00	960.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
330	42" STEEL ENCASMENT PIPE INSTALLED BY BORING	LF	365.00	\$313,900.00	860.00	365.00	0.00	\$0.00	365.00	\$313,900.00	100.00%
350	3 - 3" CPVC CHEMICAL LINES (CHLORINE)	LF	865.00	\$31,140.00	36.00	0.00	365.00	\$13,140.00	365.00	\$13,140.00	42.20%
370	2 - 1" CPVC CHEMICAL LINES (PERMANGANATE)	LF	1,570.00	\$14,130.00	9.00	200.00	870.00	\$7,830.00	1,070.00	\$9,630.00	68.15%
390	30" GATE VALVE & BOX	EA	4.00	\$140,000.00	35,000.00	0.00	3.00	\$105,000.00	3.00	\$105,000.00	75.00%
410	DRAIN VALVE ASSEMBLY	EA	5.00	\$50,000.00	10,000.00	0.00	1.00	\$10,000.00	1.00	\$10,000.00	20.00%
430	4" AIR RELEASE/VACUUM VALVE & VAULT	EA	6.00	\$78,000.00	13,000.00	0.00	1.00	\$13,000.00	1.00	\$13,000.00	16.67%
450	FLOW METER ASSEMBLY & VAULT	EA	1.00	\$45,000.00	45,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
470	30" WET CONN AT PUMP HOUSE	LS	1.00	\$7,000.00	7,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
490	TIE INTO EXISTING 30" RAW WATER MAIN	EA	1.00	\$10,000.00	10,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
530	CONCRETE RETARD BLOCKS	EA	40.00	\$28,000.00	700.00	0.00	12.00	\$8,400.00	12.00	\$8,400.00	30.00%
550	CHEMICAL INJECTION MANHOLE	EA	2.00	\$14,000.00	7,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
570	DISINFECTION AND TESTING	LF	8,982.00	\$8,982.00	1.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
590	TRENCH SAFETY	LF	8,982.00	\$4,491.00	0.50	1,400.00	0.00	\$0.00	1,400.00	\$700.00	15.59%
MISC											
650	BONDS & INSURANCE	LS	1.00	\$40,000.00	40,000.00	1.00	0.00	\$0.00	1.00	\$40,000.00	100.00%
670	ORANGE CONSTRUCTION FENCE	LF	18,900.00	\$47,250.00	2.50	18,900.00	0.00	\$0.00	18,900.00	\$47,250.00	100.00%
690	TEMPORARY CHAIN LINK FENCE	LF	4,020.00	\$12,060.00	3.00	4,020.00	0.00	\$0.00	4,020.00	\$12,060.00	100.00%
710	REMOVE & REPLACE CONCRETE SIDEWALK	SY	20.00	\$1,600.00	80.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
730	TEMPORARY BYPASS TRAIL AT SCHOOL SITE	SY	80.00	\$1,600.00	20.00	80.00	0.00	\$0.00	80.00	\$1,600.00	100.00%
750	REMOVE & REPLACE METAL FENCING AT SCHOOL SITE	LS	1.00	\$2,300.00	2,300.00	0.50	0.00	\$0.00	0.50	\$1,150.00	50.00%
760	REMOVE & REPLACE STONE WALL	LS	1.00	\$5,000.00	5,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
810	RESTORATION OF HIKE & BIKE TRAIL (CRUSHED GRANITE)	SY	2,000.00	\$10,000.00	5.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
830	TRAIL STAIRWAY (5' WIDE REINFORCED CONCRETE)	LS	1.00	\$20,000.00	20,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
850	TREE PRUNING BY CERTIFIED ARBORIST	LS	1.00	\$5,000.00	5,000.00	1.00	0.00	\$0.00	1.00	\$5,000.00	100.00%
870	TREE REMOVAL	EA	23.00	\$25,300.00	1,100.00	23.00	0.00	\$0.00	23.00	\$25,300.00	100.00%
890	SEAL AND STRIPE HOA PARKING LOT	LS	1.00	\$12,000.00	12,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
910	COORDINATION WITH POWER COMPANY	LS	1.00	\$1,000.00	1,000.00	0.00	1.00	\$1,000.00	1.00	\$1,000.00	100.00%
930	TRAFFIC CONTROL	LS	1.00	\$13,000.00	13,000.00	0.00	0.50	\$6,500.00	0.50	\$6,500.00	50.00%
DEDUCT											
850	TREE PRUNING BY CERTIFIED ARBORIST	LS	1.00	-\$250.00	-250.00	1.00	0.00	\$0.00	1.00	-\$250.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT		UNIT PRICE	PREVIOUS QUANTITY	QTY		AMOUNT		PERCENT COMPLETE
			QUANTITY	AMOUNT			THIS ESTIMATE	THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	
CO1	ADDITIONAL CULVERT FOR EROSION STABILIZATION	LS	1.00	\$4,800.00	4,800.00	0.00	1.00	\$4,800.00	1.00	\$4,800.00	100.00%
CO1	ADDITIONAL TREE TRIMMING ALONG BEE CAVES ROW	DAY	2.00	\$7,000.00	3,500.00	0.00	2.00	\$7,000.00	2.00	\$7,000.00	100.00%
CO1	ADDITIONAL SIGNAGE PER SIGNAGE PLAN	LS	1.00	\$2,100.00	2,100.00	0.00	1.00	\$2,100.00	1.00	\$2,100.00	100.00%
CO1	UPSIZE 42" BORE TO 48" BORE	LF	100.00	\$10,000.00	100.00	0.00	100.00	\$10,000.00	100.00	\$10,000.00	100.00%
CO1	ADDITIONAL 48" BORES	LF	60.00	\$57,600.00	960.00	0.00	60.00	\$57,600.00	60.00	\$57,600.00	100.00%
CO1	RESTOCKING FEE OF 25% OF CASTING COST FOR 42" CASING	LS	1.00	\$3,375.00	3,375.00	0.00	1.00	\$3,375.00	1.00	\$3,375.00	100.00%
CO1	ADDITIONAL MOBILIZATION & SET UP FOR 20' BORES	MO	3.00	\$19,500.00	6,500.00	0.00	3.00	\$19,500.00	3.00	\$19,500.00	100.00%
CO1	ROLL SET UP TO ROLL ADDITIONAL 160 LF OF 48" CASING	LS	1.00	\$6,750.00	6,750.00	0.00	1.00	\$6,750.00	1.00	\$6,750.00	100.00%
CO2	ADDITIONAL 1.5" CONDUIT	LF	11,182.00	\$201,276.00	18.00	0.00	360.00	\$6,480.00	360.00	\$6,480.00	3.22%
CO2	REPROCESS DITCH FOR CONDUIT	LF	5,000.00	\$65,000.00	13.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
TOTAL CONTRACT				\$4,751,716.00				\$515,478.50		\$2,491,746.00	

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

On receipt by the signer of this document of a check from West Travis County Public Utility Agency in the sum of \$463,930.65 payable to Cash Construction Company, Inc. and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of West Travis County Public Utility Agency located at 30" Raw Water Transmission Main No. 2 to the following extent: Water Transmission Improvements.

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

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

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

Date 5/26/2020

Cash Construction Company, Inc.

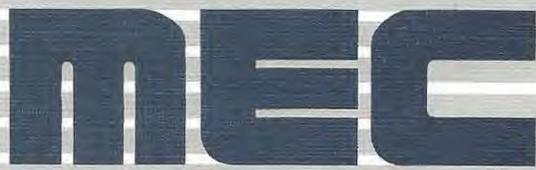
By 
Shawn Ziegler, CFO

SWORN TO AND SUBSCRIBED BEFORE ME by Shawn Ziegler, Chief Financial Officer of Cash Construction Company, Inc., on this 26th day of May, 2020.

Notary Public Signature







Murfee Engineering Company

June 2, 2020

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

**Re: WTCPUA WBCPS GST No. 2
Contractor's Application for Payment No. 8**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 8 and Final from DN Tanks, Inc. in the amount of sixty-seven thousand, four hundred ninety-two dollars, and twenty cents (\$67,492.20). Also attached are all close-out documents required by the Contract. The Works is complete and Application for Payment No. 8 and Final represents the release of the contractual retainage of 5% and all remaining WTCPUA obligations under the Contract. We have reviewed the attached documentation for compliance with the Contract Document, conducted site inspections, and concur with the items and quantities. We therefore recommend payment of Application for Payment No. 8 and Final in the amount of \$67,492.20 and final acceptance of the facilities for the purposes of the warranty period.

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

Sincerely,

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

Eelhard Meneses, P.E.
Project Manager

cc: Jennifer Riechers – WTCPUA
Dennis Lozano, P.E. – MEC
MEC File No. 11051.123

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

<p>TO OWNER: WEST TRAVIS COUNTY PUJ 13215 Bee Cave Pkwy Bldg B, Suite 110 Bee Cave, TX 78738</p> <p>FROM CONTRACTOR: DN Tanks, Inc PO BOX 670690 DALLAS, TX 75267-0690</p> <p>Phone: 781-246-1133</p>	<p>PROJECT: AUSTIN, TX (BEE CAVE) 394 Avispa Bonita Bee Cave, TX 78738</p> <p>Contractor Job Number: 20T30006</p> <p>VIA ENGINEER: Murfee Engineering Co., Inc.</p>	<p>APPLICATION NO: 8 DATE: 6/2/2020</p> <p>PERIOD TO: 6/2/2020</p> <p>Engineer's Project No. 11051.123</p> <p>CONTRACT DATE: 06-20-19</p>
<p>CONTRACT FOR: WTCPUA West Bee Cave Pump Station GST #2</p>		

CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM	\$		1,274,452.00	
2. Net change by Change Orders	\$		0.00	
3. CONTRACT SUM TO DATE (Line 1 = 2)	\$		1,274,452.00	
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$		\$1,274,452.00	
5. RETAINAGE:				
a. <u>5</u> % of Completed Work (Column D - E on G703)	\$	\$0.00		
b. _____ % of Stored Material (Column F on G703)	\$			
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$		
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$	1,274,452.00	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$		1,206,959.80	
8. CURRENT PAYMENT DUE	\$		67,492.20	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$		0.00	

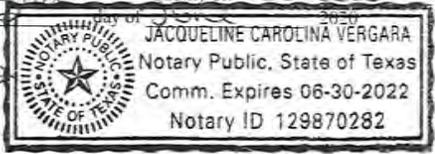
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

CONTRACTOR'S CERTIFICATION

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

By: *Mark Noll* Date: 06/02/20
(Project Manager)

State of: Texas County of: Dallas
Subscribed and sworn to before me this 2nd day of June, 2020
Notary Public: Carolee
My Commission expires: 6-30-22



Payment is recommended by: *Simone Guisley* 06/01/2020
(Construction Inspector [if applicable]) (Date)

Payment is recommended by: *Edhard Meneses* 06/01/2020
(Engineer) (Date)

Payment is Approved by: _____ (Date)
(Owner)

To Owner: WEST TRAVIS COUNTY PUA
 From (Contractor): DN Tanks, Inc.
 Project: AUSTIN, TX (BEE CAVE)

Application No: 8
 Contractor's Job Number: 20T30006
 Engineer's Project No: 11051.123

Date: 6/2/2020

Period To: 6/2/2020

Item Number	Description	Unit Price	Contract Quantity / UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention
					Quantity	Amount	Quantity	Amount	Quantity	Amount	%	
AL 0.1	In-Tank Hydrodynamic Mixer, complete and in place, per EA	98,900.0000	1.000 EA	98,900.00	100.00%	98900.00	0%	0.00	100.00%	98,900.00	100%	0.00
Total				98,900.00		98,900.00		0.00		98,900.00		0.00
E. 1	LOC Restoration, complete and in place per yard	10.0000	3,920.000 SY	39,200.00	3920.000	39,200.00	0.000	0.00	3920.000	39,200.00	100%	0.00
2	Silt Fence, complete and in place, per Linear foot	8.0000	602.000 LF	4,816.00	481.000	3,848.00	121.000	968.00	602.000	4,816.00	100%	0.00
3	Stabilized Construction Entrance, complete and in place, per each	3,000.0000	1.000 LS	3,000.00	100%	3,000.00	0%	0.00	100%	3,000.00	100%	0.00
Total				47,016.00		46,048.00		968.00		47,016.00		0.00
EL 0.1	Electrical Work, complete and in place, per LS	68,000.0000	1.000 LS	68,000.00	1	68000.00	0%	0.00	100%	68,000.00	100%	0.00
Total				68,000.00		68,000.00		0.00		68,000.00		0.00
S. 1	Concrete Entrance Pad, complete and in place, per LS	6,000.0000	1.000 LS	6,000.00	0.5	3000.00	0.5	3,000.00	100%	6,000.00	0%	0.00
2	Grading for Quality Control, complete and in place, per LS	1,500.0000	1.000 LS	1,500.00	1	1500.00	0	0.00	100%	1,500.00	100%	0.00
Total				7,500.00		4,500.00		3,000.00		7,500.00		0.00
TS 0.1	Trench Safety, complete and in place, per LF	3.0000	354.000 LF	1,062.00	354.000	1062.00	0.000	0.00	354	1,062.00	100%	0.00
Total				1,062.00		1062.00		0.00		1,062.00	100%	0.00

To Owner: WEST TRAVIS COUNTY PUA
 From (Contractor): DN Tanks, Inc.
 Project: AUSTIN, TX (BEE CAVE)

Application No: 8
 Contractor's Job Number: 20T30006
 Engineer's Project No: 11051.123

Date: 6/2/2020

Period To: 6/2/2020

Item Number	Description	Unit Price	Contract Quantity / UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention
					Quantity	Amount	Quantity	Amount	Quantity	Amount	%	
w.	Tank Construction	\$955,110.00		\$955,110.00	100%	\$955,110.00	0%	0.00	100%	\$955,110.00	100%	0
2	16" Water Line, complete and n place, per LF	1,127.0000	16.000 LF	18,032.00	16	18,032.00	0.000	0.00	16	18,032.00	100%	0.00
3	20" Water Line, complete and n place, per LF	726.0000	32.000 LF	23,232.00	32	23,232.00	0.000	0.00	32	23,232.00	100%	0.00
4	20" Tie-In infrastructure, co plete and in place, per LS	47,200.0000	1.000 LS	47,200.00	100%	47,200.00	0.00%	0.00	100%	47,200.00	100%	0.00
5	16" Tie-in Infrastructure, co plete and in place, per LS	3,800.0000	1.000 LS	3,800.00	100%	3,800.00	0.00%	0.00	100%	3,800.00	100%	0.00
6	Tree Removal, complete and in place, per LS	3,400.0000	1.000 LS	3,400.00	100%	3,400.00	0%	0.00	100%	3,400.00	100%	0.00
7	Tree Protection, complete and in place, per LS	1,200.0000	1.000 LS	1,200.00	100%	1,200.00	0%	0.00	100%	1,200.00	100%	0.00
Total				1,051,974.00		1,051,974.00		0.00		1,051,974.00		0.00
Application Total				1,274,452.00		1,270,484.00		3,968.00		1,274,452.00		0.00

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

CONTRACTOR'S AFFIDAVIT AND LIEN WAIVER

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, personally appeared Matt Nedella
who, being by me duly sworn states as follows:

I.

My name is Matt Nedella. I am a Project Manager of
DN Tanks (hereinafter referred to as "Contractor").

II.

Pursuant to that certain Standard Form of Agreement (the "Contract"), by and between WTCPUA (the "Owner"), _____ and Contractor, dated June 20, 2019, for the construction of certain facilities known as WTCPUA WBCPS Ground Storage Tank #2 as more particularly described in the Contract (the "Facilities"), I, a duly authorized agent for Contractor, do hereby warrant and represent, for and on behalf of Contractor, that: (i) a full and complete list of all subcontractors, laborers and material suppliers who have, prior to the date set forth herein below, been engaged in the construction of or supplying material incorporated into the Facilities is set forth on Exhibit "A" attached hereto and incorporated herein by reference; (ii) Contractor and all subcontractors, laborers, and material suppliers engaged in the construction of or supplying materials incorporated into the Facilities have been paid in full for all work performed and all materials supplied prior to the date set forth herein below; and (iii) prior to the date set forth herein below, the Facilities were fully and finally completed in strict accordance with the Contract.

III.

For and in consideration of the payment to Contractor of all sums now due and owing or to be due and owing for the construction of the Facilities, Contractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities, or on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to the date set forth herein below. Without limitation on the foregoing, Contractor hereby releases and discharges the Property, the Owner, and any and all other parties from all indebtedness and obligations of whatsoever character against them or the Property in connection with the construction of the Facilities and, in addition, releases and discharges the Property from any and all liens and charges of every character held by the undersigned, whether the liens be contractual, statutory, or constitutional, and further whether said liens are evidenced by lien claim affidavits or not and whether filed for record in the Office of the County Clerk of the county where the Property is located, or not; it being the intention to relinquish, and release the Property completely free and clear of all liens and lien claims of every character asserted by the undersigned. This release and

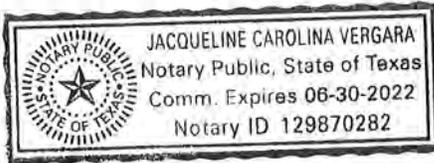
**Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810**

waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the date hereof, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities claiming through or under the undersigned have been fully paid all amounts that may be due and owing and the undersigned does hereby agree to hold the Owner harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party.

EXECUTED on this the 2nd day of June, 2020.

CONTRACTOR DN Tanks
11 Teal Rd, Wakefield, MA 01880
By: *[Signature]*
Print Name: Matt Nedella
Title: Project Manager

SWORN TO AND SUBSCRIBED BEFORE ME on this 2nd day of June, 2020.



[Signature]
Notary Public
Printed Name: Carolina Vergara
My Commission Expires: 6.30.22

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____,
by _____,
of _____, a _____, on behalf
of said _____.

Notary Public in and for the State of Texas
Printed Name: _____
My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

I hereby certify that the work performed and the material supplied to date, as shown on Pay Estimate No. 8 represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and West Travis County Public Utility Agency related to the: WTCPUA WBCPS Ground Storage Tank #2.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the West Travis County Public Utility Agency to (1) all my subcontractors, and (2) for all materials and labor used in or in connection with the performance of the Contract. I further certify that I have complied with Federal, State, and local tax laws, Workers Compensation laws, Social Security Laws, and Unemployment compensation laws insofar as applicable to the performance of this Contract.

Signed and agreed on this 3rd day of June 2020

Contractor: DN Tanks, Inc.

Name: Matt Nedella

Title: Project Manager

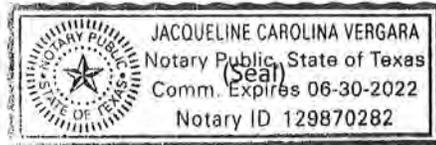
Signature: *Matt Nedella*

Subscribed and sworn to before me this 3rd day of June 2020.

Notary Public: *Jacqueline V.*

Printed Name: Carolina Vergara

My Commission Expires: 6-30-22



MAINTENANCE BOND Bond # 30061408

KNOW ALL PERSONS BY THESE PRESENTS, That we DN Tanks, Inc.
_____ of
11 Teal Road, Wakefield, MA 01880, hereinafter
referred to as the Principal, and Continental Casualty Company
as Surety, are held and firmly bound unto West Travis County Public Utility Agency, Texas
of _____, hereinafter
referred to as the Obligee, in the sum of One Million Two Hundred Seventy Four Thousand Four Hundred Fifty Two No/100
Dollars (\$ 1,274,452.00), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the West Travis County Public Utility Agency, Texas
_____ dated
June 20, _____, 2019, for WTCPUA West Bee Cave Pump Station GST #2
_____.

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of
One (1) year(s) after approval of the final estimate on said job, by the owner, against all defects in
workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on February 27, 2020.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the
Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which
become apparent during the period of One (1) year(s) from and after February 27, 2020
then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 5th day of May, 2020.

DN Tanks, Inc.

(Principal)
By Robert J. Walsh (Seal)
Robert J. Walsh - Vice President Central Region Construction
Continental Casualty Company

(Surety)
By Donna M. Robie (Seal)
Donna M. Robie Attorney-in-Fact



Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Frank J Smith, Donna M Robie, Rosemary W Fulham, Ellen J Young, William J Dobbins Jr, Ruth Ann Silverman, Ginette R Tentindo, Mark L Kingston, Individually

of Natick, MA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of November, 2016.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania
Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of November, 2016, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 5th day of May, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania
D. Bult
D. Bult Assistant Secretary

SUBCONTRACTOR CONDITIONAL FINAL AFFIDAVIT AND WAIVER OF LIEN-ACKNOWLEDGEMENT OF PAYMENT

Merrigan Electric, LLC
 706 Riva Ridge Dr
 Leander, TX 78641

Being Subcontractor having a contract with DN Tanks, Inc. Machinery for the BEE CAVE, TX - Final Pay App Project during the period from _____ to _____ has performed work and/or furnished Materials, Equipment and/or

Upon receipt by undersigned of a check from DN Tanks, Inc. in the sum of \$ 2,267.50 and when the check has been endorsed and paid by the bank upon which it is drawn then this document becomes effective to release any mechanic's lien, material supplier's lien, stop notice or other claim of the undersigned to the project referenced above and payment shall be deemed to have been made in full for the performance of the contract.

SUBCONTRACTORS Each and every Subcontractor who performed work for this Subcontractor on the Project is listed below and payments have been made in full for the following amounts:

Subcontractor	Address	Description of work	Amounts
---------------	---------	---------------------	---------

MATERIALS Each and every Material Supplier who delivered Materials, Equipment and/or machinery to the site, or fabricated Materials especially for the Project, of a value in excess of \$1,000, not listed on a previous Subcontractor affidavit and Waiver of Lien Acknowledgement of Payment is listed below and has been paid in full for the following amounts:

Supplier	Address	Description of Material	Amounts
Netronics	1308 Chisholm Trail ROUND ROCK 78681	Control Equip	11,750.00

All Labor, Materials, Equipment, and/or Machinery, or Materials especially fabricated for the project, supplied by the Subcontractor or Supplier has been paid for in full. A Subcontractor Partial or Supplier Partial Affidavit and Waiver of Lien-Acknowledgement of Payment for each of the above named is attached hereto.

MERRIGAN ELECTRIC LLC (Subcontractor) hereby waives all rights to liens and claims against the Owner to the amount of payment received for the performance of his Contract and further states that no other person has any right to a lien or claim against the Owner on account of work performed or for the material supplied during the period.

CHRISTINE MERRIGAN being CEO (Subcontractor) hereby acknowledge the foregoing in full and certifies this to be a true and accurate statement.

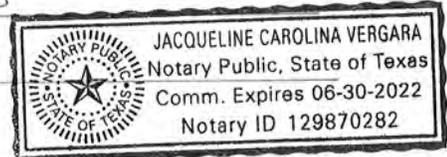
(Christine Merrigan)
 (Signature - Officer of Company)

State of Texas
 County of Dallas

5/13/2020

Subscribed and sworn to before me this 13th day of May, 2020

Notary Public Carolina V.



PLEASE SUBMIT SIGNED LIEN WAIVER TO: carolina.vergara@dntanks.com

SUBCONTRACTOR CONDITIONAL FINAL AFFIDAVIT AND WAIVER OF LIEN-ACKNOWLEDGEMENT OF PAYMENT

MESA CONTRACTING LLC
 720 E PARK SUITE 108
 PLANO, TX 75074

Being Subcontractor having a contract with DN Tanks, Inc. Machinery for the BEE CAVE, TX - Final Pay App has performed work and/or furnished Materials, Equipment and/or Project during the period from _____ to _____

Upon receipt by undersigned of a check from DN Tanks, Inc. in the sum of \$ 16,905.90 and when the check has been endorsed and paid by the bank upon which it is drawn then this document becomes effective to release any mechanic's lien, material supplier's lien, stop notice or other claim of the undersigned to the project referenced above and payment shall be deemed to have been made in full for the performance of the contract.

SUBCONTRACTORS Each and every Subcontractor who performed work for this Subcontractor on the Project is listed below and payments have been made in full for the following amounts:

Subcontractor	Address	Description of work	Amounts
---------------	---------	---------------------	---------

MATERIALS Each and every Material Supplier who delivered Materials, Equipment and/or machinery to the site, or fabricated Materials especially for the Project, of a value in excess of \$1,000, not listed on a previous Subcontractor affidavit and Waiver of Lien Acknowledgement of Payment is listed below and has been paid in full for the following amounts:

Supplier	Address	Description of Material	Amounts
----------	---------	-------------------------	---------

All Labor, Materials, Equipment, and/or Machinery, or Materials especially fabricated for the project, supplied by the Subcontractor or Supplier has been paid for in full. A Subcontractor Partial or Supplier Partial Affidavit and Waiver of Lien-Acknowledgement of Payment for each of the above named is attached hereto.

_____ (Subcontractor) hereby waives all rights to liens and claims against the Owner to the amount of payment received for the performance of his Contract and further states that no other person has any right to a lien or claim against the Owner on account of work performed or for the material supplied during the period.

_____ (Name) being _____ (Officer's title) (Subcontractor) hereby acknowledge the foregoing in full and certifies this to be a true and accurate statement.

[Handwritten Signature]

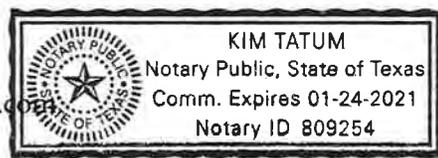
 (Signature - Officer of Company)

State of Texas
 County of Collin

Subscribed and sworn to before me this 13th day of June, 2020

Notary Public Kim Tatum

PLEASE SUBMIT SIGNED LIEN WAIVER TO: carolina.vergara@dntanks.com





Generations Strong

11 Teal Road, Wakefield, MA 01880 | 781.246.1133 | Fax 781.224.5163

**West Bee Cave Pump Station GST #2
0.50 MG Prestressed Concrete Tank**

One Year Warranty

DN Tanks ("DN Tanks") hereby guarantees the workmanship and materials on the tank structure and complete project for a period of one (1) year from the date of formal acceptance by the Owner. If issues or defects appear within the 1 (one)-year period, DN Tanks shall proceed to make repairs upon written notice by the Owner that such defects have been found.

This guarantee will commence with the formal acceptance by the Owner, in consideration of release of all retainage and final payment to DN Tanks of all monies owed on this project.

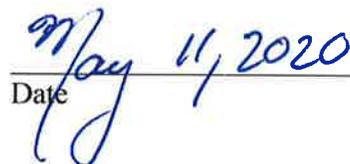
DN Tanks



Robert J. Walsh,
Vice President, Construction



Witness



Date

ITEM D

**UTILITY CONVEYANCE AGREEMENT BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
SATURN FIVE J3SH INDUSTRIAL PARK, LTD
(Signal Hill Commercial Development)**

This Agreement is made and entered into as of the ____ day of _____, 2020, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the “**Agency**”), and **J3SH INDUSTRIAL PARK, LTD**, a Texas partnership, whose address is 6907 Capital of Texas Highway N, Austin, Texas 78731 (herein the “**Seller**”).

RECITALS

1. The Agency furnishes water service to the land within its service area, and particularly, the Signal Hill Commercial Development, Seller is presently developing land within the Agency’s service area, and, in connection therewith, Seller has acquired or caused to be constructed water facilities.

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water service to the Signal Hill Commercial Development.

AGREEMENT

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Agency and Seller contract and agree as follows:

1. **Definitions.**

(a) Construction Contracts: Contracts pursuant to which the Facilities were installed by the contractor as follows:

Standard Form Agreement Between Owner and Contractor, between J3SH Industrial Park, Ltd and JL Gray Construction, Inc, dated October 11, 2019, for Signal Hill.

(b) **Facilities:** All internal water facilities constructed to serve the Signal Hill Commercial Development, a development in Hays, County, Texas on approximately 28.992 acres of land out of the E.B. Hargraves Survey, Abstract No. 240 in Hays County, Texas, and being the same property conveyed in a deed recorded in Instrument Number 19037366, of the Official Public Records of Hays County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

2. **Sale and Purchase.** Seller hereby sells, conveys, transfers, and delivers to Agency all of the Facilities free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, or restrictions. The Facilities being conveyed hereby are more completely described in the plans and specifications described in Section 5 herein, which are incorporated herein by reference.

3. **Assignment.** Seller hereby assigns all of its rights under the Construction Contracts, if any, to Agency and all of its rights, if any, under any performance and payment bonds and guarantees and warranties executed by the contractor and all other rights of Seller pursuant to the provisions of the Construction Contracts, if any.

4. **Representations by Seller.** Seller represents to Agency that:

(a) **Title.** All the properties of Seller covered by this Agreement are hereby conveyed to the Agency, free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, and restrictions.

(b) **Rights-of-Way, Easements, etc.** Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or in road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way that are adequate and sufficient to permit Agency to operate the Facilities, and any easements

and rights-of-way held by Seller in connection therewith are hereby transferred to Agency whether or not expressly described herein.

(c) Additional Easement(s). All of the Facilities that are not located in public utility easements or road rights-of-way as shown on recorded plats are within easements granted to the Agency.

(d) Possession. Seller is in possession of the Facilities and no objection to the location or use of the Facilities or adverse claims of title to the lands, easements, rights-of-way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.

(e) Legal Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened or affecting the properties to be sold hereunder and there are no pending condemnation proceedings of which Seller is aware connected with the Facilities or other properties to be conveyed hereunder.

(f) Known Defects. Seller represents and warrants that the Facilities, including any easements or rights-of-way or other properties to be conveyed hereunder are free of known defects, either legal or technical, that would prohibit Agency's use of the Facilities or other properties to be conveyed hereunder.

(g) Authorization. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Seller.

(h) No Violation of Other Contracts. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which Seller is a party.

(i) “Record” or “As-Built” Drawings and Engineer’s Certificate. Seller or its predecessors in interest have provided Agency with 3 complete sets of “record or as-built” drawings, autocad plans, GPS files noting the location of meter boxes, meters, water services, valves, pump stations, and storage facilities, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.

5. Plans and Specifications. Seller warrants and represents that the Facilities are constructed in accordance with the plans and specifications previously approved by the Agency.

6. Indemnification. SELLER HEREBY INDEMNIFIES AND HOLDS HARMLESS AGENCY, ITS REPRESENTATIVES, EMPLOYEES, AND OFFICERS FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, INDEMNITIES, LOSSES, PENALTIES, ATTORNEY FEES AND ANY OTHER KIND OF EXPENSES THAT MAY BE INCURRED BY OR ASSERTED AGAINST AGENCY BY REASON OF CONSTRUCTION OF THE FACILITIES.

7. Expenses. Except as specifically set forth herein, each party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated hereby.

8. Further Assurances. Seller agrees that from time to time and upon the request of Agency, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in Agency and to put Agency in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to Agency the rights and benefits thereof.

9. Authority to Execute. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document

10. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.

11. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the parties hereto. This Agreement embodies the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties.

WITNESS the execution of this Agreement in multiple counterparts, each of equal dignity, effective as of the Effective Date. The Effective Date of this Agreement shall be the date on which it has been signed by both Parties.

{Signature pages to follow}

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Walt Smith, Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2020,
by Scott Roberts, President of the Board of Directors of West Travis County Public Utility
Agency, on behalf of said Agency.

Notary Public Signature

(Seal)

SELLER

J3SH INDUSTRIAL PARK, LTD

By: _____

Name: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20___, by _____ of J3SH INDUSTRIAL PARK, LTD, on behalf of said partnership.

Notary Public, State of Texas

Printed Name: _____

My Commission expires:

EXHIBIT A – The Facilities

PROJECT: SIGNAL HILL					
COST & QUANTITIES					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
WATER IMPROVEMENTS					
1	12" C-900	952	LF	\$ 58.00	\$ 55,216.00
2	6" C-900	60	LF	\$ 41.00	\$ 2,460.00
3	12" GATE VALVE	3	EA	\$ 2,960.00	\$ 8,880.00
4	6" GATE VALVE	3	EA	\$ 1,465.00	\$ 4,395.00
5	FIRE HYDRANT	3	EA	\$ 5,100.00	\$ 15,300.00
6	SINGLE WATER SERVICE	3	EA	\$ 5,150.00	\$ 15,450.00
7	20"x12" FULL BODY TAPPING SLEEVE	1	EA	\$ 22,860.00	\$ 22,860.00
8	BACKFLOW PREVENTOR	3	EA	\$ 23,775.00	\$ 71,325.00
SUB-TOTAL WATER IMPROVEMENTS					\$ 195,886.00
TOTAL					\$ 195,886.00

**UTILITY CONVEYANCE AGREEMENT BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
TABLOID CONJECTURE, LLC
(Bee Cave Professional Park – Waterline Extension)**

This Agreement is made and entered into as of the ____ day of _____, 2020, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the “**Agency**”), and **TABLOID CONJECTURE, LLC**, a Texas limited liability company whose address is 13625 Ronald Reagan Boulevard, Cedar Park, Texas 78613 (herein the “**Seller**”).

RECITALS

1. The Agency furnishes water and wastewater service to the land within its service area, and particularly, Bee Cave Professional Park, located at 14001 Bee Cave Parkway, Building B, Bee Cave, Texas 78738, Seller is presently developing land within the Agency’s service area, and, in connection therewith, Seller has acquired or caused to be constructed additional waterline extension facilities.

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water and wastewater service to Bee Cave Professional Park, located at 14001 Bee Cave Parkway, Building B, Bee Cave, Texas 78738.

AGREEMENT

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Agency and Seller contract and agree as follows:

1. **Definitions.**

- (a) Construction Contracts: Contracts pursuant to which the Facilities were installed by the contractor as follows:

A June 29, 2018 Agreement between Tabloid Conjecture, LLC and Huffman Builders of Central Texas for 14001 Bee Cave Parkway, Building B.

- (b) Facilities: The waterline extension facility constructed to serve Bee Cave Professional Park, located at 14001 Bee Cave Parkway, Building B, Bee Cave, Texas 78738, located in Travis County, Texas, and described as Mountain Laurel Block B, Lot 3B, recorded in Replat of Lot 3 Block B Mountain Laurel Subdivision, a subdivision in Travis County, Texas and recorded as Document No. 201600086 of the Official Public Records of Travis County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

2. Sale and Purchase. Seller hereby sells, conveys, transfers, and delivers to Agency all of the Facilities free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, or restrictions. The Facilities being conveyed hereby are more completely described in the plans and specifications described in Section 5 herein, which are incorporated herein by reference.

3. Assignment. Seller hereby assigns all of its rights under the Construction Contracts, if any, to Agency and all of its rights, if any, under any performance and payment bonds and guarantees and warranties executed by the contractor and all other rights of Seller pursuant to the provisions of the Construction Contracts, if any.

4. Representations by Seller. Seller represents to Agency that:

(a) Title. All the properties of Seller covered by this Agreement are hereby conveyed to the Agency, free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, and restrictions.

(b) Rights-of-Way, Easements, etc. Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or in road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way that are adequate and sufficient to permit Agency to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to Agency whether or not expressly described herein.

(c) Additional Easement(s). All of the Facilities that are not located in public utility easements or road rights-of-way as shown on recorded plats are within easements granted to the Agency.

(d) Possession. Seller is in possession of the Facilities and no objection to the location or use of the Facilities or adverse claims of title to the lands, easements, rights-of-way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.

(e) Legal Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened or affecting the properties to be sold hereunder and there are no pending condemnation proceedings of which Seller is aware connected with the Facilities or other properties to be conveyed hereunder.

(f) Known Defects. Seller represents and warrants that the Facilities, including any easements or rights-of-way or other properties to be conveyed hereunder are free of known defects, either legal or technical, that would prohibit Agency's use of the Facilities or other properties to be conveyed hereunder.

(g) Authorization. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Seller.

(h) No Violation of Other Contracts. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions

contemplated herein will not violate or constitute a breach of any contract or other agreement to which Seller is a party.

(i) “Record” or “As-Built” Drawings and Engineer’s Certificate. Seller or its predecessors in interest have provided Agency with 3 complete sets of “record or as-built” drawings, autocad plans, GPS files noting the location of meter boxes, meters, water and wastewater services, valves, pump stations, lift stations and storage facilities, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.

5. Plans and Specifications. Seller warrants and represents that the Facilities are constructed in accordance with the plans and specifications previously approved by the Agency.

6. Indemnification. SELLER HEREBY INDEMNIFIES AND HOLDS HARMLESS AGENCY, ITS REPRESENTATIVES, EMPLOYEES, AND OFFICERS FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, INDEMNITIES, LOSSES, PENALTIES, ATTORNEY FEES AND ANY OTHER KIND OF EXPENSES THAT MAY BE INCURRED BY OR ASSERTED AGAINST AGENCY BY REASON OF CONSTRUCTION OF THE FACILITIES.

7. Expenses. Except as specifically set forth herein, each party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated hereby.

8. Further Assurances. Seller agrees that from time to time and upon the request of Agency, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in Agency and to put Agency in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to Agency the rights and benefits thereof.

9. Authority to Execute. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document

10. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.

11. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the parties hereto. This Agreement embodies the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties.

WITNESS the execution of this Agreement in multiple counterparts, each of equal dignity, effective as of the Effective Date. The Effective Date of this Agreement shall be the date on which it has been signed by both Parties.

{Signature pages to follow}

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Walt Smith, Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2020,
by Scott Roberts, President of the Board of Directors of West Travis County Public Utility
Agency, on behalf of said Agency.

Notary Public Signature

(Seal)

SELLER

TABLOID CONJECTURE, LLC

By: _____
James R. Cocke, Jr.
Managing Partner

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2020, by James R. Cocke, Jr., Managing Partner of Tabloid Conjecture, LLC, on behalf of said company.

Notary Public, State of Texas

Printed Name: _____
My Commission expires:

**UTILITY CONVEYANCE AGREEMENT BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
LG BEE CAVES HOLDINGS, L.L.C.
(Park at Bee Cave – Phase 5)**

This Agreement is made and entered into as of the ____ day of _____, 2020, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the “**Agency**”), and **LG BEE CAVES HOLDINGS, L.L.C.**, a Texas limited liability company whose address is 3210 Esperanza Crossing, Apartment 5127, Austin, Texas 78758 (herein the “**Seller**”).

RECITALS

1. The Agency furnishes water and wastewater service to the land within its service area, and particularly, Park at Bee Cave – Phase 5, Seller is presently developing land within the Agency’s service area, and, in connection therewith, Seller has acquired or caused to be constructed additional water and wastewater facilities.

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water and wastewater service to Park at Bee Cave – Phase 5.

AGREEMENT

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Agency and Seller contract and agree as follows:

1. **Definitions.**

(a) Construction Contracts: Contracts pursuant to which the Facilities were installed by the contractor as follows:

A January 18, 2018 Agreement between Rockwood Alliances, Inc. and Joe Bland Construction, L.P. for Park at Bee Cave Phase 5 – Urban Air.

(b) **Facilities:** The water and wastewater constructed to serve the project at Park at Bee Cave – Phase 5, approximately located at Lot 1, Block A, The Estates Center II, a subdivision of record in Document No. 200100013 of the Official Public Records of Travis County, Texas; same being a portion of Units C and D, the Park at Bee Cave Condominiums, a condominium project in Travis County, Texas, according to the Declaration of Condominium and Amendments thereto, recorded under Document Numbers 2015060496, 2016022720, 2016086234, 2017044173, and 2017180563 of the Official Public Records of Travis County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit “A”**, attached hereto and incorporated herein for all purposes.

2. **Sale and Purchase.** Seller hereby sells, conveys, transfers, and delivers to Agency all of the Facilities free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, or restrictions. The Facilities being conveyed hereby are more completely described in the plans and specifications described in Section 5 herein, which are incorporated herein by reference.

3. **Assignment.** Seller hereby assigns all of its rights under the Construction Contracts, if any, to Agency and all of its rights, if any, under any performance and payment bonds and guarantees and warranties executed by the contractor and all other rights of Seller pursuant to the provisions of the Construction Contracts, if any.

4. **Representations by Seller.** Seller represents to Agency that:

(a) **Title.** All the properties of Seller covered by this Agreement are hereby conveyed to the Agency, free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, and restrictions.

(b) Rights-of-Way, Easements, etc. Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or in road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way that are adequate and sufficient to permit Agency to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to Agency whether or not expressly described herein.

(c) Additional Easement(s). All of the Facilities that are not located in public utility easements or road rights-of-way as shown on recorded plats are within easements granted to the Agency.

(d) Possession. Seller is in possession of the Facilities and no objection to the location or use of the Facilities or adverse claims of title to the lands, easements, rights-of-way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.

(e) Legal Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened or affecting the properties to be sold hereunder and there are no pending condemnation proceedings of which Seller is aware connected with the Facilities or other properties to be conveyed hereunder.

(f) Known Defects. Seller represents and warrants that the Facilities, including any easements or rights-of-way or other properties to be conveyed hereunder are free of known defects, either legal or technical, that would prohibit Agency's use of the Facilities or other properties to be conveyed hereunder.

(g) Authorization. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Seller.

(h) No Violation of Other Contracts. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions

contemplated herein will not violate or constitute a breach of any contract or other agreement to which Seller is a party.

(i) “Record” or “As-Built” Drawings and Engineer’s Certificate. Seller or its predecessors in interest have provided Agency with 3 complete sets of “record or as-built” drawings, autocad plans, GPS files noting the location of meter boxes, meters, water and wastewater services, valves, pump stations, lift stations and storage facilities, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.

5. Plans and Specifications. Seller warrants and represents that the Facilities are constructed in accordance with the plans and specifications previously approved by the Agency.

6. Indemnification. SELLER HEREBY INDEMNIFIES AND HOLDS HARMLESS AGENCY, ITS REPRESENTATIVES, EMPLOYEES, AND OFFICERS FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, INDEMNITIES, LOSSES, PENALTIES, ATTORNEY FEES AND ANY OTHER KIND OF EXPENSES THAT MAY BE INCURRED BY OR ASSERTED AGAINST AGENCY BY REASON OF CONSTRUCTION OF THE FACILITIES.

7. Expenses. Except as specifically set forth herein, each party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated hereby.

8. Further Assurances. Seller agrees that from time to time and upon the request of Agency, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in Agency and to put Agency in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to Agency the rights and benefits thereof.

9. Authority to Execute. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document

10. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.

11. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the parties hereto. This Agreement embodies the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties.

WITNESS the execution of this Agreement in multiple counterparts, each of equal dignity, effective as of the Effective Date. The Effective Date of this Agreement shall be the date on which it has been signed by both Parties.

{Signature pages to follow}

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Walt Smith, Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2020,
by Scott Roberts, President of the Board of Directors of West Travis County Public Utility
Agency, on behalf of said Agency.

Notary Public Signature

(Seal)

SELLER

LG BEE CAVES HOLDINGS, L.L.C.,
a Texas limited liability company

By: _____

Name: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, _____ of LG Bee Cave Holdings, L.L.C., on behalf of said company.

Notary Public, State of Texas

Printed Name: _____

My Commission expires:

EXHIBIT A – The Facilities

Final Cost & Qty For Urban Air - Park at Bee Cave

Joe Bland Construction

Water Improvements for WTCPUA

Items	Units	Qty	Unit Cost	Cost	
1	1" Irrigation Meter w/ BFP	EA	1	\$ 3,000.00	\$ 3,000.00
2	2" Domestic Meter Vault	EA	1	\$ 4,750.00	\$ 4,750.00
3	3" Domestic Water Line Cap At Building	LF	68	\$ 40.00	\$ 2,720.00
4	8" Fire Line - To Building	LF	68	\$ 60.00	\$ 4,080.00
5	8" Fire Riser Connection at Building	EA	1	\$ 6,000.00	\$ 6,000.00
6	8" - C-900 DR14 Water Line	LF	230	\$ 55.00	\$ 12,650.00
7	8" - Water Line (Cap and Thrust Blocking)	EA	1	\$ 250.00	\$ 250.00
8	5-1/4" - FIRE HYDRANT (Assembly w / 6" GV and Tee)	EA	1	\$ 4,500.00	\$ 4,500.00
9	6" - D.I. (Fire Hydrant Lead Pipe)	LF	10	\$ 50.00	\$ 500.00
10	Raise Valve Castings	EA	1	\$ 300.00	\$ 300.00
11	Bac-T and Water line Testing	LF	366	\$ 1.00	\$ 366.00
12	Survey Staking and Layout	LF	366	\$ 1.00	\$ 366.00
13	Trench Safety Systems	LF	366	\$ 1.00	\$ 366.00
Total Water Improvements					\$ 39,848.00

ITEM E



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

DRAFT

June 18, 2020

Mr. Danny Miller, P.E.
LJA Engineering, Inc.
7500 Rialto Blvd., Bldg. II, Ste. 100
Austin, TX 78735

Re: Service Availability
Morgan Tract Bee Cave
WTCPUA Project #71-20-007
Travis County Parcel #438566 & 766436
Bee Cave, TX 78738

Dear Mr. Miller:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water and wastewater service for a proposed apartment and office development. Service Availability for 128 LUEs of water allocation and 120 LUEs of wastewater allocation 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 128 LUEs of water service allocation and 120 LUEs of wastewater service allocation 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 or wastewater 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 and Wastewater 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 and wastewater service, as amended from time to time by the WTCPUA Board of Directors.
10. The Developer will be required to secure a Legal Lot Determination from Travis County or secure an approved subdivision plat in Travis County, Texas for the Property within four (4) years from the date of this letter.
11. Provisions of water and wastewater 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.

Sincerely,

Jennifer Riechers
General Manager

Mr. Danny Miller, P.E.

Page 3

June 18, 2020

Cc: Reuben Ramirez
Jennifer Smith
Keli Kirkley
Jennifer Riechers
Tricia Altamirano
Dennis Lozano, MEC., Inc
Stephanie Albright, Lloyd Gosselink Rochelle & Townsend, P.C.



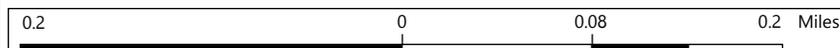
Property Profile



Legend

- Jurisdiction**
- FULL PURPOSE
 - LIMITED PURPOSE
 - EXTRATERRITORIAL JURISDICTION
 - 2 MILE ETJ AGRICULTURAL AGR
 - OTHER CITY LIMITS
 - OTHER CITIES ETJ
 - TCAD Parcels
 - TCAD Parcel IDs

1: 4,800



NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet

Date Printed:

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey. This product has been produced by the City of Austin for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

Notes

ITEM F

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER AND WASTEWATER SERVICE
(MORGAN TRACT BEE CAVE)**

This Agreement for the Provision of Nonstandard Retail Water and Wastewater 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 Walters Southwest (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 9.21 acres of land within the WTCPUA’s water and wastewater service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

WHEREAS, Developer desires to obtain retail water and wastewater 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 and wastewater 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 Walters Southwest 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 and wastewater 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 and wastewater service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water and wastewater 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 or wastewater 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 or wastewater 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 or wastewater 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
- (o) "WTCPUA System" shall mean the WTCPUA’s existing water and wastewater treatment and distribution facilities used by the WTCPUA to provide retail potable water and wastewater 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 128 LUEs of water service (128 LUEs retail use) and 120 LUEs of retail wastewater 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 128 LUEs water service and 120 LUEs wastewater service, respectively.

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

ARTICLE III **FACILITIES FOR THE PROPOSED DEVELOPMENT**

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

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

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

ARTICLE IV
COMMENCEMENT OF SERVICE BY WTCPUA

Section 4.1 **Conditions Precedent to Commencement of Facilities Construction or Service.** Except as provided in Section 4.2, Developer and WTCPUA agree that the WTCPUA is not required to approve commencement of facilities construction or commence retail water and wastewater 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 or wastewater 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 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 and wastewater 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 and wastewater Impact Fees for a total of 128 water LUEs and 120 wastewater LUEs.

Section 4.3. **Reservation Fees.** Developer shall annually pay Reservation Fees for water and wastewater 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 and wastewater 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 128 LUEs of water and 120 LUEs of wastewater 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 128 LUEs of water service and 120 LUEs of wastewater 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 128 LUEs for which a Retail Customer has not requested water service or 120 LUEs of wastewater 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 or wastewater 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)

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 BOARD OF DIRECTORS**

By: _____
Scott Roberts
President

Date: _____

ATTEST:

By: _____
Walt Smith
Secretary/Treasurer

Date: _____

WALTERS SOUTHWEST

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

EXHIBIT A

Nonstandard Service Agreement – [Morgan Tract Bee Cave]

EXHIBIT B
DEVELOPER FACILITIES

ITEM G

THIRD-SIXTH AMENDMENT TO
WHOLESALE WATER SUPPLY AGREEMENT BETWEEN
LOWER COLORADO RIVER AUTHORITY AND
THE CITY OF DRIPPING SPRINGS
(Driftwood Ranch Tract Service Property Amendment)

This ~~Third-Sixth~~ Amendment to the Wholesale Water Supply Agreement Between Lower Colorado River Authority ("LCRA") and The City of Dripping Springs ("~~Third-Sixth~~ Amendment") is by and among City of Dripping Springs, a Type A General Law City located in Hays County, Texas ("City"), and the West Travis County Public Utility Agency ("WTCPUA") a political subdivision of the state of Texas formed in accordance with Chapter 572 of the Texas Local Government Code.

RECITALS:

- A. The LCRA and the City negotiated and executed the Wholesale Water Supply Agreement Between LCRA the City with an effective date of March 11, 2003, as amended (the "Agreement").
- B. The WTCPUA assumed the rights and obligations of the LCRA set-forth in the Agreement effective March 19, 2012.
- C. The City recognizes and accepts the WTCPUA as having been assigned the rights and obligations of the LCRA set-forth in the Agreement.
- D. Consistent with its West Travis County Public Utility Agency Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Services ("WTCPUA Rate Tariff") and all service rules and policies, the WTCPUA issued a Preliminary Finding of Capacity to Serve to the City for the Driftwood Ranch Tract Service Property February 16, 2017, as shown in **Exhibit A** and defined in Section 1.1 of this ~~Third-Sixth~~ Amendment, originally for 300 Living Unit Equivalents ("LUEs") of water service. On May 12, 2017, the City requested to increase the amount of LUEs from 300 to 350. The WTCPUA Board of Directors approved the increase of reserved capacity to 350 LUEs on June 15, 2017.
- E. Driftwood Ranch Tract Service Property is in the City's Potential Service Area (as defined in the Agreement).
- F. The City has been issued water Certificate of Convenience ("CCN") No. 13030 to provide retail potable water utility service in certain areas.
- G. The Parties now wish to enter into this ~~Third-Sixth~~ Amendment to confirm that the City shall be the retail potable water utility service provider to the Driftwood Ranch Tract Service Property and the WTCPUA shall provide Wholesale Water Supply to the City for the Driftwood Ranch Tract Service Property, and to provide other clarifications as set forth herein.

G.H. This Sixth Amendment replaces and supersedes the Third Amendment to the Agreement in its entirety.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the agreements set forth below, the City and WTCPUA agree as follows:

ARTICLE 1 AMENDMENTS

1.1 **Section 1.01.** Section 1.01 of the Agreement is hereby amended to add the following definitions:

“Driftwood Ranch Tract Service Property” means the two tracts of land in Hays County more specifically described in **Exhibit B**, attached hereto.

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

“Max Day Reservation – Driftwood Ranch Tract Service Property” means the maximum amount of water to be delivered to the City for the Driftwood Ranch Tract Service Property on a daily basis based on the flow rates and capacity commitments established in this ~~Third~~ Sixth Amendment. The City’s Max Day Reservation for the Driftwood Ranch Tract Service Property is 900 gallons per day per LUE.

1.2 **Section 7.07.** Section 7.07 of the Agreement is hereby amended such that the address for notice to LCRA shall be as follows:

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
rpugh@wtcpua.org

1.3 **Addition of Article IX.** The Agreement is hereby amended to add the following Article IX:

ARTICLE IX
SPECIAL PROVISIONS APPLYING TO
DRIFTWOOD RANCH TRACT SERVICE PROPERTY

Section 9.01. Driftwood Ranch Tract Service Property. This Article IX affects and applies only to the Driftwood Ranch Tract Service Property and it is not intended to nor should be it construed to affect any other portion of the City's Potential Service Area or the LCRA Service Area.

Section 9.02. CCN Authorization for Driftwood Ranch Tract Service Property.

Section 5.03 is modified to add the following:

The City may provide retail potable water utility service to the Driftwood Ranch Tract Service Property pursuant to the ~~Third-Sixth~~ Amendment even though the Property is outside the current CCN of the City. The City may pursue an amendment to its CCN to serve the Driftwood Ranch Tract Service Property after the information to apply for the amendment is available. The WTCPUA will support the application of the City to amend its CCN to provide retail potable water utility service to the Driftwood Ranch Tract Service Property.

Section 9.03. Supply of Water to Driftwood Ranch Tract Service Property. The Parties agree that pursuant to Section 3.01 of the Agreement, except as provided in Section 9.02 of this Article, the WTCPUA shall provide Wholesale Water Supply to the City for the Driftwood Ranch Tract Service Property in the amount not to exceed 350 LUEs as measured at the Delivery Point. The Parties agree that pursuant to Section 3.01 of the Agreement, the City shall provide retail potable water utility service for the Driftwood Ranch Tract Service Property in the amount of 350 LUEs.

For purposes of this Agreement, the average daily water use within the Property, as measured at the Delivery Point, shall not exceed 450 gallons per day per LUE or a total of 157,500 gallons per day (i.e., 57,487,500 gallons per year) for 350 LUEs, computed as a daily average over a calendar year. In the event the total annual quantity of water as measured at the Point of Delivery exceeds 57,487,500 gallons, the WTCPUA may assess and the City agrees to pay a water surcharge for water used that is in excess of 57,487,500 gallons.

In addition, the maximum or peak day water use for the Property, as measured at the Delivery Point, shall not exceed 900 gallons per day per LUE, or 315,000 gallons per day. In the event the City's maximum or peak day water use on any given day exceeds 315,000 gallons over any 24-hour day, the WTCPUA may:

1. Install, at the City's sole cost, a water rate flow of controller to restrict or limit the maximum flow to the Property to a maximum of 219 gpm on an instantaneous basis; and/or
2. Assess a surcharge for any quantity used in excess for 315,000 gallons per day.

Provided, however, the Parties agree and acknowledge that Developer of the Project plans to construct a golf course in the initial phase of development of the Driftwood Ranch Tract. The Parties also acknowledge and agree that Developer intends to use treated effluent to grow and sustain the golf course. The Parties further acknowledge and agree that there will not be sufficient effluent necessary to grow and sustain the golf course. The Parties thus agree that Developer may utilize water described in Section 9.03, on a temporary, interruptible basis not to exceed ~~three~~ ten years, to construct, grow and sustain the golf course. The water use will vary from time to time and may not, combined with other water service to the Property, exceed maximum or peak day water use of 1,000,000 gallons over a 24-hour day as measured at the Delivery Point. The WTCPUA will have the right to assess a surcharge for any quantity used in excess for 1,000,000 gallons a day during this three year golf course grow in period. Further, the average daily and annual water use limits of 157,500 gallons per day and 57,487,500 gallons per year, peak day water use of 315,000 gallons per day, and corresponding surcharges as described above in Section 9.03 will not become effective until after the three-year golf course grow in period.

Finally, the City understands and agrees the WTCPUA does not and is not required to provide fire flows to the Property. As such, the City is solely responsible for the installation and maintenance any water improvements necessary to provide fire flows to the Property. Such improvements, if installed, shall be located on the City's side of the Delivery Point.

Section 9.04 The City agrees to ensure that all water infrastructure to provide service pursuant to this ~~Third~~ Sixth Amendment will be designed, constructed and inspected according to WTCPUA Standard Specifications and Rules and Policies, including water quality requirements outlined in the "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement). The City also agrees that such facilities will be properly conveyed to the City and contained in public rights of way, easements in final plats, or separate easements granted to the City to facilitate maintenance, repair, and improvement of the facilities. The WTCPUA will reserve the right to review and approve all construction and water quality plans, inspect the construction, and review and approve all Conveyance Agreements and

Easement Agreements. The City shall be responsible for maintenance and repairs of all the facilities constructed in the Driftwood Ranch Tract Service Property.

The City shall be responsible for design and construction of the Delivery Point facilities, including Master Meter and appurtenances. The Master Meter shall meet WTCPUA specifications and be set after WTCPUA approval. The WTCPUA shall own and maintain the facilities, including calibration of the Master Meter. The City agrees that the Delivery Point facilities will be properly conveyed to the WTCPUA and contained in public rights of way, easements in final plats, or separate easements granted to the WTCPUA to facilitate maintenance, repair, and improvement of the facilities. The WTCPUA shall read the Master Meter monthly and bill the City pursuant to the Rates and Charges outlined in Section 9.05 below.

Section 9.05. Rates and Charges.

(a) The Base Fee to be paid by the City to the PUA for the Driftwood Ranch Tract Service Property shall be determined by the following formula:

$$\{ \text{Annual Allocated Debt Service Payment} + (25\% \text{ times coverage} * \text{Annual Allocated Debt Service Payment}) - (\text{Effective Impact Fee Credit} * \text{Annual Debt Service Payment}) / 12 \text{ months} \}.$$

(b) The Driftwood Ranch Tract Service Property Volume Charge shall recover the PUA's expenses associated with operating and maintaining the Regional Facilities, including a systems raw water loss fee per thousand gallons to be calculated as follows:

$$[\text{LCRA Raw Water cost per Thousand Gallons} / (1 - 10 \text{ water loss})] / 10$$

Upon the effective date of this Second Amendment, the initial Base Fee for the Driftwood Ranch Tract Service Property will be \$ _____ per year, or \$ _____ per month. The Base Fee shall be assessed by the PUA on a monthly basis. Upon the effective date of this Second Amendment, the initial monthly Volume Charge will be **\$1.83** per thousand gallons used.

The PUA shall utilize the base-extra capacity methodology performed by a qualified professional to determine the appropriate Base Fee and Volume Charge for each wholesale customer, including the Driftwood Ranch Tract Service Property, and may be adjusted from time to time by the PUA's Board of Directors.

The absorption (i.e., build-out) schedule used as part of the Base Fee calculation for the Driftwood Ranch Tract Service Property is ten (10) years. The City shall pay the Driftwood Ranch Tract Service Property Base Fee

regardless of whether the Driftwood Ranch Tract Service Property meets the absorption schedule used to develop the annual debt payment schedule.

The Effective Impact Fee Credit shall be determined based upon the following formula:

Project Costs Recovered by Impact Fees / Total Project
Costs

Project Costs Recovered by Impact Fees shall be determined by the following formula:

Project costs eligible for impact fee recovery as determined
by the PUA's most recent impact fee study * the percent
level of impact fees adopted by the PUA Board of Directors.

The Annual Allocated Debt Service Payment for the Driftwood Ranch Tract Service Property, from time to time due and payable, shall be based on the City's allocated pro-rata share of the PUA's capital costs for the Regional Facilities (including interest expense) as determined based on input from the City prior to the issuance of bonds to fund the Regional Facilities so long as the total capital cost allocated to the City is recovered within the life of the bonds, including interest expense. The City's pro-rata share of the WTCPUA's capital costs for the Driftwood Ranch Tract Service Property is calculated based on its Max Day Reservation, multiplied by the WTCPUA's Cost per Gallon of the Regional Facilities. **Exhibit C** attached hereto and incorporated herein for all purposes, sets forth the current schedule of the Annual Allocated Debt Service Payment. **Exhibit C** may be amended from time to time by the WTCPUA to reflect future LCRA installment payments as well as future debt issuances associated with future Regional Facility projects.

The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "System-Wide" Facilities shall be calculated by dividing the total cost of the System Wide Regional Facilities by 27,000,000 gallons. The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "Hwy 71" shall be calculated by dividing the total cost of the Hwy 71 Regional Facilities by 14,829,230 gallons. The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "US 290" shall be calculated by dividing the total cost of the US 290 Regional Facilities by 12,170,770.

The WTCPUA shall not allocate costs for future Regional Facilities to the City beyond 27 million gallons per day (MGD) of water treatment plant capacity if the City establishes to the WTCPUA's satisfaction that it has reached eighty percent (80%) of its projected absorption schedule of the Driftwood ranch Tract Service Property six months prior to the WTCPUA's issuance of bonds for such expansion.

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

If the WTCPUA determines that the City is exceeding the Max Day Reservation for the City or Driftwood Ranch Tract Service Property, the City will be subject to a surcharge as determined by the WTCPUA Rate Tariff and all service rules and policies.

ARTICLE 2 RATIFICATION

- 2.1 By entering into this ~~Third~~Sixth Amendment, the Parties hereby ratify the Agreement, and affirm and agree that it is in full force and effect, as amended.

ARTICLE 3 MISCELLANEOUS

- 3.1 Incorporation; Definitions. The background as set forth in the recitals is true and correct, forms a material part of this ~~Third~~Sixth Amendment and is hereby incorporated into this Agreement. Words with initial capital letters that are used but not defined in this ~~Third~~Sixth Amendment shall have the meanings given to them in the Agreement.
- 3.2 Effective Date of ~~Third~~Sixth Amendment; Supersedes Third Amendment. The Effective Date of this ~~Third~~Sixth Amendment is the latest occurring signature of the City or the WTCPUA. This Sixth Amendment replaces and supersedes the Third Amendment in its entirety.
- 3.3 Counterparts. This ~~Third~~Sixth Amendment may be executed in multiple counterparts, each to be considered an original, to be effective upon execution by all Parties.

IN WITNESS THEREOF, the Parties hereto, acting under the requisite authority, have caused this First Amendment to be duly executed to be effective as of the Effective Date as provided above.

[Signature Page Follows]

CITY OF DRIPPING SPRINGS, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Kerri Craig
City Secretary

APPROVED AS TO FORM AND
LEGALITY:

City Attorney

WTCPUA:

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts
President
Board of Directors

Date: _____

ATTEST:

Ray Whisenant
Secretary
Board of Directors

ITEM H

Developer Reimbursement Payment Summary
6/18/2020

Developer: HM Highpointe Development, Inc.

For: Highpointe Phase 2, Section 2B

Amount Due: \$ 27,966

WTCPUA Procedures: Reviewed the Water Utility Facilities Acquisition Agreement for requirements for reimbursement listed therein.
Reviewed the agreed-upon procedures report from external audit firm which substantiates reimbursable costs.
Recalculated the reimbursable cost per LUE.
Confirmed connection counts and impact fees received by the WTCPUA.
Confirmed prior developer reimbursement payments.
Calculated amount currently due.
Note-Interest is calculated and paid with final reimbursement when all connections are complete.

	Total Reimbursable Costs	Total LUEs	Cost per LUE	Total Connections through 03/31/2020	Connections Previously Reimbursed	Unreimbursed Connections	Total Amount Due	Remaining Liability
Principal	\$ 233,041	50	\$ 4,661	6	\$ -	6	\$ 27,966	\$ 205,075
Interest	TBD	50	TBD	6	-	6	-	TBD
	\$ 233,041		\$ 4,661		\$ -		\$ 27,966	\$ 205,075

**WEST TRAVIS COUNTY
PUBLIC UTILITY AGENCY**

**Agreed Upon Procedures Report
of Reimbursable Costs for
Highpointe Phase 2, Section 2B**



MAXWELL LOCKE & RITTER LLP

Accountants and Consultants

An Affiliate of CPAmerica International

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Austin: 401 Congress Avenue, Suite 1100

Austin, TX 78701

Round Rock: 411 West Main Street, Suite 300

Round Rock, TX 78664

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

To the Board of Directors of
West Travis County Public Utility Agency

Dear Board Members:

We have performed the procedures enumerated below, which were agreed to by you, solely to assist you with respect to reimbursable costs associated with the internal water facilities installed within Highpointe Phase 2, Section 2B, as set forth in the accompanying Schedule A. The West Travis County Public Utility Agency's ("PUA") management is responsible for the PUA's accounting records. The sufficiency of these procedures is solely the responsibility of the Board of Directors and management of the PUA, the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures we performed are as follows:

1. Information for the costs used to construct internal water facilities within Highpointe Phase 2, Section 2B to be reimbursed to the developer was obtained from inspection of reimbursable costs and related supporting documentation.
2. Information for the eligibility of costs to be reimbursed to the developer was evaluated against the Utility Facilities Acquisition Agreement entered into between the Lower Colorado River Authority and the developer and was corroborated with the Texas Commission on Environmental Quality rules governing developer reimbursement.

Affiliated Company

ML&R WEALTH MANAGEMENT LLC

"A Registered Investment Advisor"

This firm is not a CPA firm

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an audit or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. This report relates only to the accompanying Schedule A and does not extend to any financial statements of the PUA taken as a whole.

This report is intended solely for the information and use of the specified users listed above and is not intended to be and should not be used by anyone other than those specified parties.

Maxwell Locke + Ritter LLP

Austin, Texas
March 19, 2020

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
CALCULATION OF REIMBURSABLE COSTS TO BE PAID TO
HM HIGHPOINTE DEVELOPMENT, INC. IN ACCORDANCE WITH THE
UTILITY FACILITIES ACQUISITION AGREEMENT
DATED FEBRUARY 11, 2003, AS AMENDED AND ASSIGNED

DESCRIPTION	REIMBURSABLE COSTS	ALLOWABLE INTEREST (1)
Developer Contribution Items:		
Cash Construction Co.		
Highpointe Phase 2, Section 2B		
Erosion Control, Street Excavation & ROW Clearing, and Water Improvements	\$ 457,294	
Less Ineligible Portion of Costs	(144,039) (2)	
Less Developer Share	(93,977) (3)	
Interest accrued at 3.9403184%	219,278	\$ 4,282
Carlson, Brigance & Doering, Inc.		
Engineering Utility and Design	34,369	
Less Ineligible Portion of Costs	(25,179) (2)	
Less Developer Share	(2,757) (3)	
Interest accrued at 3.9403184%	6,433	407
Capitol Environmental		
SWPPP Inspections	800	
Less Ineligible Portion of Costs	(586) (2)	
Less Developer Share	(64) (3)	
Interest accrued at 3.9403184%	150	5
City of Dripping Springs		
Plat/Plan Fees	24,610	
Less Ineligible Portion of Costs	(18,029) (2)	
Less Developer Share	(1,974) (3)	
Interest accrued at 3.9403184%	4,607	203
MLA Geotechnical		
Soil Testing	13,746	
Less Ineligible Portion of Costs	(10,070) (2)	
Less Developer Share	(1,103) (3)	
Interest accrued at 3.9403184%	2,573	45
Reimbursable Costs Due to HM HIGHPOINTE DEVELOPMENT, INC.	<u>\$ 233,041</u>	
Allowable interest through March 20, 2020		<u>\$ 4,942</u>
Number of LUEs in Highpointe Phase 2, Section 2B	<u>50</u>	
Total Reimbursable Costs per LUE	<u>\$ 4,661</u>	

(1) Interest is calculated through the first annual reimbursement date of March 20, 2020. However, in accordance with the Utility Facilities Acquisition Agreement, allowable developer interest shall not be included in the annual reimbursement amount until all developer interest for the system being reimbursed has been earned (100% connected). Interest amount is limited to a maximum of 2 years in accordance with TAC 30, Rule 293.5(a) and calculated using the interest rate from the \$15,595,000 West Travis County Public Utility Agency Revenue Bonds, Series 2019.

(2) In accordance with the Utility Facilities Acquisition Agreement, certain costs are considered ineligible for reimbursement.

(3) In accordance with the Utility Facilities Acquisition Agreement, the developer is responsible for 30% of all eligible reimbursable costs.

V. OLD BUSINESS

VI. NEW BUSINESS

ITEM A

**MODEL CONCEPT FOR WTCPUA WHOLESALE WASTEWATER SERVICE
AGREEMENTS TO FACILITATE WATER CONSERVATION AND WASTEWATER
REUSE BY WHOLESALE CUSTOMERS**

SUMMARY OF CONCEPT:

Incentivize the implementation of wastewater effluent beneficial reuse systems by wholesale water customers for irrigation in order to conserve limited water resources, to ensure potable water is used for beneficial purposes, and to maximize WTCPUA wholesale water revenue stream

BENEFITS:

1. Removing irrigation demand from the PUA System.
2. Allows for more consistent volume of use and revenues for the PUA system throughout the year by reducing the use of wholesale potable water for seasonal irrigation.
3. Reduces seasonal irrigation demand that can stress the PUA's System
4. Assist in the stabilization of pressure/volume in PUA transmission mains
5. Allows the PUA System capacity formerly used for irrigation to be utilized for non-irrigation purposes. The non-irrigation usage will increase through the winter months when compared to irrigation usage, thus increasing usage revenue to the PUA. The increase in usage revenue creates potential opportunities for the PUA to explore additional incentive programs to wholesale customers.
6. Postpone PUA capital improvements by reducing peak water use during peak periods.

CONTRACT TERMS TO BE INCLUDED IN WHOLESALE CONTRACTS

1. The wholesale contract shall identify existing and potential service connections within the wholesale service area that (the “*Designated Reuse Area*”) may be furnished treated wastewater effluent for irrigation in lieu of potable water (both existing connections and potential connections). This will include common areas irrigated with potable water, irrigation areas for commercial customers, and other lands that would otherwise be served by a dedicated irrigation meter.
2. The wholesale contract will specify a time period (the “*Reuse System Deadline*”) for implementation of the wastewater reuse system by the wholesale customer. (This may either be a period of years or a number of connections within the wholesale service territory.)
3. Any PUA Connection Fees collected by the wholesale customer within the Reuse Area must be escrowed by the wholesale customer and may only be used to fund costs required for implementation of the beneficial reuse system.
5. The wholesale customer is responsible for funding all costs associated with implementation of the beneficial reuse system in excess of the escrowed fees.
6. The wholesale customer is responsible for securing Chapter 210 beneficial reuse authorization from TCEQ for the reuse system.
7. If the beneficial reuse system has not be completed by the Reuse System Deadline, all escrowed Connection Fees must be tendered to the PUA.
8. The wholesale customer shall connect all potable water meter irrigation connections in the Designated Reuse Area for which Connection Fees have been escrowed to the beneficial reuse system.
9. The wholesale customer may also connect potable water irrigation meter customers for which Connection Fees were previously remitted to the PUA to the reuse system. In such an event, all capacity (LUEs) for which Connection Fees were previously paid shall be available and credited to future potable water connections.

ITEM B

ITEM C



MAXWELL LOCKE & RITTER LLP

Accountants and Consultants

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Round Rock: 411 West Main Street, Suite 300
Round Rock, TX 78664

June 9, 2020

To the Board of Directors and Ms. Jennifer Riechers
West Travis County Public Utility Agency
13215 Bee Cave Pkwy
Building B, Suite 110
Bee Cave, Texas 78738

Dear Board Members:

We are pleased to confirm our understanding of the services we are to provide West Travis County Public Utility Agency (the “PUA”) for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, each major fund, and the budgetary comparison information for the General Fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the PUA as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (“RSI”), such as management’s discussion and analysis (“MD&A”), to supplement the PUA’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the PUA’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management’s Discussion and Analysis
- Schedule of Changes in Net Pension Liability and Related Ratios
- Schedule of Agency Contributions
- Notes to Required Supplementary Information

Affiliated Company

ML&R WEALTH MANAGEMENT LLC

“A Registered Investment Advisor”

This firm is not a CPA firm

We have also been engaged to report on supplementary information other than RSI that accompanies the PUA's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

- Supplemental Schedules Required by the Water Agency Accounting Manual

The following other information accompanying the financial statements will not be subjected to auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- Other Supplemental Schedules

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the PUA's financial statements. Our report will be addressed to the Board of Directors of the PUA. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the PUA's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the PUA in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditors' report in an exempt offering document, you agree that the aforementioned auditors' report, or reference to Maxwell Locke & Ritter LLP ("ML&R"), will not be included in any such offering document without our prior permission or consent. With regard to an exempt offering document with which ML&R is not involved, you agree to clearly indicate in the exempt offering document that ML&R is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of ML&R and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of ML&R personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the cognizant or oversight agency or its designee. The cognizant or oversight agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit in January 2021 and to issue our reports no later than March 2021. Jimmy Romell is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. To ensure that MLR's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our base fee for these services will be \$57,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered as work progresses and are payable upon presentation.

In the event we are required to respond to a subpoena, court order, or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

Management may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of those additional services. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In accordance with our firm policies, work may be suspended if the PUA's account becomes significantly overdue and will not be resumed until the PUA's account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. The PUA will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

At the conclusion of this engagement, we will return to you all original records you supplied to us. The PUA's records are the primary records for your operations and comprise the backup and support for your financial reports. Our records and files are our property and are not a substitute for the PUA's own records. Our firm destroys our client files and all pertinent work papers after a retention period of five years, after which time these items will no longer be available. Catastrophic events or physical deterioration may also result in our firm's records being unavailable.

The PUA agrees that ML&R has the right to place advertisements in financial and other newspapers and journals at its own expense describing its services rendered to the PUA hereunder, provided that ML&R will submit a copy of any such advertisements to the PUA so that you can consent to the form and content of the advertisements. Without such consent, ML&R agrees not to make any public representations regarding the services rendered to the PUA, other than including the PUA in a list of clients served.

Disputes and Claims

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance or enforcement of this or any prior engagement between them (except actions by the firm to enforce payment of its professional invoices), will, prior to resorting to litigation, be submitted to mediation, and that they will engage in the mediation process in good faith. Any mediation initiated as a result of this engagement shall be administered within the county of Travis, Texas, by the American Arbitration Association, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Texas law without regard to the conflict of laws or provisions thereof. The results of any such mediation shall be binding only upon agreement of each party to be bound. The parties participating in the mediation shall bear their own costs, except that any charges assessed by the mediation organization shall be shared equally by the participating parties.

Any claim arising out of this engagement, except our actions to enforce payment of our invoices, must be asserted within one year from the completion of services or the date any such cause of action accrues, whichever is later, unless otherwise barred by the applicable statute of limitation.

In connection with this engagement, you agree that we may communicate with you or others via email transmission, and by signing this letter you authorize us to do so. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by an addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

The PUA agrees to hold ML&R and its partners, heirs, executors, personal representatives, successors, and assigns harmless from any and all claims of the PUA which arise from knowing misrepresentations to ML&R by the management of the PUA, or the intentional withholding or concealment of information from ML&R by the management of the PUA. The PUA also agrees to indemnify ML&R for any and all claims made against ML&R by third parties which arise from any of these actions by the management of the PUA, as long as ML&R is not negligent in the performance of its services.



We appreciate the opportunity to be of service to the PUA and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Maxwell Locke & Ritter LLP

Maxwell Locke & Ritter LLP

This letter correctly sets forth the understanding of West Travis County Public Utility Agency:

Name

Title

Date

ITEM D

71-20-009

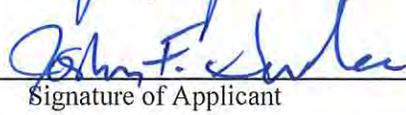
West Travis County Public Utility Agency
Water and Wastewater Utility
Service Extension Request (SER) Form

Please Return To:
13215 Bee Cave Parkway, Building B, Suite #110
Austin, TX 78738

Water Wastewater Residential Service Commercial Service

Project Name: Provence Phase 2				SER #
Site Address: Hamilton Pool Road and Provence Blvd				Zip: 78738
Legal Description	Lot	Block	Subdivision	Sec #
OR	Acres	469	of the	Survey #
Tax Parcel # 109973				

Jim Meredith
 Name of Developer (Type or Print)  4/23/20
 Signature of Developer Date

Joshua F. Henke
 Name of Applicant (Type or Print)  4-24-2020
 Signature of Applicant Date
 (If Different than Developer)

Joshua F. Henke
 Name of Engineer (Type or Print)  4-24-2020
 Signature of Engineer Date

Unless otherwise indicated, all correspondence shall be to the following (Commercial Service Only):

Project Name	Provence Phase 2	File Number:
Engineer:	Joshua F. Henke, P.E.	
Firm:	Moody Engineering, Inc.	
Address:	9225 Bee Caves Rd, Austin, TX 78733	
Phone #:	512-502-8333	Fax #: Email josh@moodyengineering.com

Developer Billing Information

Project Name	Provence Phase 2	File Number:
Name of Owner/Developer:	Jim Meredith	
Firm:	Masonwood HP, Ltd.	
Address:	16314 Hamilton Pool Rd, Austin, TX 78738	
Phone #:	512-658-9700	Fax #: Email jim@mwmtx.com

Have you submitted both Water and Wastewater SER's? Yes No

If not, please explain why applicable service is not necessary:

Travis County MVD #22

Property Description (acres):	<u>469</u>

Proposed Development Intended Use: **No. of units or square footage (ft²)**

A	Single Family Residence, Modular Home, Mobile Home	<u>907</u> (number of units)
B	Duplex	_____ (number of units)
C	Triplex, Fourplex	_____ (number of units)
D	Condominium (Less than or equal to 24 units per acre)	_____ (number of units)
E	Condominium (Greater than 24 Units per acre)	_____ (number of units)
F	Apartment	_____ (number of units)
G	Hotel or Motel Room	_____ (number of units)
H	Office	_____ (number of ft ²)
I	Office Warehouse	_____ (number of ft ²)
J	Retail Shopping Center	<u>166,000</u> (number of ft ²)
K	Restaurant, Cafeteria	<u>20,000</u> (number of seats) <u>sq²</u>
L	Hospital	_____ (number of rooms/beds)
M	Assisted Living Center	_____ (number of rooms/beds)
N	Church (Worship only)	_____ (number of seats)
O	Movie Theatre	_____ (number of seats)
P	High School / Middle School	_____ (number of students)
Q	Elementary School	<u>390</u> (number of students)
R	Other (Specify)	_____ (number of _____)

Information for the Proposed Service Extension (Commercial Service):

Water Utility Requirements: Peak Hour 2,487 gpm; Peak Day 1,465 gpm
 Highest (Unsprinkled) Fire Flow Requirement: 1,500 gpm for 2 hrs at 20 psi
 Fire Flow rate (with sprinkler reductions if applicable): _____ gpm; for _____ hours at _____ psi minimum residual pressure
 Wastewater Utility Capacity Requirements (Peak Wet Weather Flows with Inflow and Infiltration): 889 gpm
 *Water Living Unit Equivalents (LUE's): 1,137
 *Wastewater Living Unit Equivalents (LUE's): 1,137
 Lowest elevation on the land to be served by the SER: 1128 above mean sea level

Provide Location map, Plat and/or Site Plan as applicable.

*Calculated according to the conversion table on the following page.

LUE Conversions by Use:

Residential

One (1) Single-Family Residence, Modular Home, or Mobile Home	1 LUE
One (1) Duplex	2 LUE's
One (1) Triplex, Fourplex, Condominium Unit (6 – 24 Units/Acre)	0.7 LUE's/Unit
One (1) Apartment Unit (24(+) Units/Acre)	0.5 LUE's/Unit
One (1) Hotel or Motel Room	0.5 LUE's/Room

Commercial

Office	1 LUE/3,000 ft ² of floor
Office Warehouse	1 LUE/4,000 ft ² of floor
Retail, Shopping Center	1 LUE/1,660 ft ² of floor
Restaurant, Cafeteria	1 LUE/200 ft ² of floor
Hospital	1 LUE/bed
Rest Home	1 LUE's/2 beds
Church (worship services only)	1 LUE/70 seats
School (includes gym & cafeteria)	1 LUE/13 students

***SER Deposit (Commercial Service):**

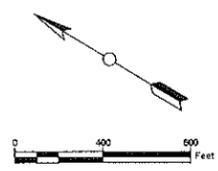
\$5,000.00 (Minimum or As Required)

*Should depletion of Initial Deposit occur, Supplementary Deposit may be requested from the Applicant to cover Engineering and Legal fees

SER Application Fees:

Non-Refundable Application Fee \$50 +

LUEs	Base Fee
1-10	\$ 850
11-50	\$ 2,000
51-250	\$ 4,800
251-1,000	\$ 9,500
>1,000	\$19,000



LEGEND

— PHASE BOUNDARIES

PHASE 2
200 LUEs
COMMERCIAL
30.02 ACRES

PHASE 2
907 LUEs
415.30 ACRES

PHASE 1
700 LUEs
438.75 ACRES

OU1 PARCEL
12.557 AC

PHASE 2
30 LUEs
ELEMENTARY SCHOOL
23.70 ACRES



MOODY ENGINEERING, INC.

9225 BEE CAVES ROAD
BLDG A, SUITE 200
AUSTIN, TEXAS 78733
(512) 502-8333
TBPE FIRM REG. NO. F-18320

**PROVENCE PHASE 2
WTCPUA SER APPLICATION**

TRAVIS COUNTY, TEXAS

APRIL 2020

PROJECT#2018-227

ITEM E

71-20-0095

West Travis County Public Utility Agency
Water and Wastewater Utility
Service Extension Request (SER) Form

FEB 28 2020

FEB 28 2020

Please Return To:
13215 Bee Cave Parkway, Building B, Suite #110
Austin, TX 78738

Water Wastewater Residential Service Commercial Service

Project Name: <i>Hamilton Center</i>				SER #
Site Address: <i>16614 Hamilton Pool RD</i>				Zip: <i>78738</i>
Legal Description	Lot	Block	Subdivision	Sec #
OR	Acres <i>4.586</i>	of the		Survey #
Tax Parcel #				

Austin Realty, inc *2/28/20*
 Name of Developer (Type or Print) Signature of Developer Date

Abdul Saleh *2/28/20*
 Name of Applicant (Type or Print) Signature of Applicant Date
 (If Different than Developer)

Mirza Tahir Baig PE *2/28/20*
 Name of Engineer (Type or Print) Signature of Engineer Date

Unless otherwise indicated, all correspondence shall be to the following (Commercial Service Only):

Project Name		File Number:
Engineer:		
Firm:		
Address:		
Phone #:	Fax #:	Email

Developer Billing Information

Project Name		File Number:
Name of Owner/Developer:		
Firm:		
Address:		
Phone #:	Fax #:	Email

Have you submitted both Water and Wastewater SER's? Yes No

If not, please explain why applicable service is not necessary:

Using a septic system

Property Description (acres):	<u>4.506 , Retail, Gas station</u>

Proposed Development Intended Use:

No. of units or square footage (ft²)

A	Single Family Residence, Modular Home, Mobile Home	_____ (number of units)
B	Duplex	_____ (number of units)
C	Triplex, Fourplex	_____ (number of units)
D	Condominium (Less than or equal to 24 units per acre)	_____ (number of units)
E	Condominium (Greater than 24 Units per acre)	_____ (number of units)
F	Apartment	_____ (number of units)
G	Hotel or Motel Room	_____ (number of units)
H	Office	_____ (number of ft ²)
I	Office Warehouse	_____ (number of ft ²)
J	Retail Shopping Center	<u>20,000</u> (number of ft ²)
K	Restaurant, Cafeteria	_____ (number of seats)
L	Hospital	_____ (number of rooms/beds)
M	Assisted Living Center	_____ (number of rooms/beds)
N	Church (Worship only)	_____ (number of seats)
O	Movie Theatre	_____ (number of seats)
P	High School / Middle School	_____ (number of students)
Q	Elementary School	_____ (number of students)
R	Other (Specify)	_____ (number of _____)

Information for the Proposed Service Extension (Commercial Service):

Water Utility Requirements: Peak Hour _____ gpm; Peak Day _____ gpm

Highest (Unsprinkled) Fire Flow Requirement: _____ gpm for _____ at 20 psi

Fire Flow rate (with sprinkler reductions if applicable): _____ gpm; for _____ hours at _____ psi minimum residual pressure

Wastewater Utility Capacity Requirements (Peak Wet Weather Flows with Inflow and Infiltration): _____ gpm

*Water Living Unit Equivalents (LUE's): 8

*Wastewater Living Unit Equivalents (LUE's): _____

Lowest elevation on the land to be served by the SER: _____ above mean sea level

Provide Location map, Plat and/or Site Plan as applicable.

* Calculated according to the conversion table on the following page.

LUE Conversions by Use:

Residential

One (1) Single-Family Residence, Modular Home, or Mobile Home	1 LUE
One (1) Duplex	2 LUE's
One (1) Triplex, Fourplex, Condominium Unit (6 – 24 Units/Acre)	0.7 LUE's/Unit
One (1) Apartment Unit (24(+) Units/Acre)	0.5 LUE's/Unit
One (1) Hotel or Motel Room	0.5 LUE's/Room

Commercial

Office	1 LUE/3,000 ft ² of floor
Office Warehouse	1 LUE/4,000 ft ² of floor
Retail, Shopping Center	1 LUE/1,660 ft ² of floor
Restaurant, Cafeteria	1 LUE/200 ft ² of floor
Hospital	1 LUE/bed
Rest Home	1 LUE's/2 beds
Church (worship services only)	1 LUE/70 seats
School (includes gym & cafeteria)	1 LUE/13 students

***SER Deposit (Commercial Service):**

\$5,000.00 (Minimum or As Required)

*Should depletion of Initial Deposit occur, Supplementary Deposit may be requested from the Applicant to cover Engineering and Legal fees

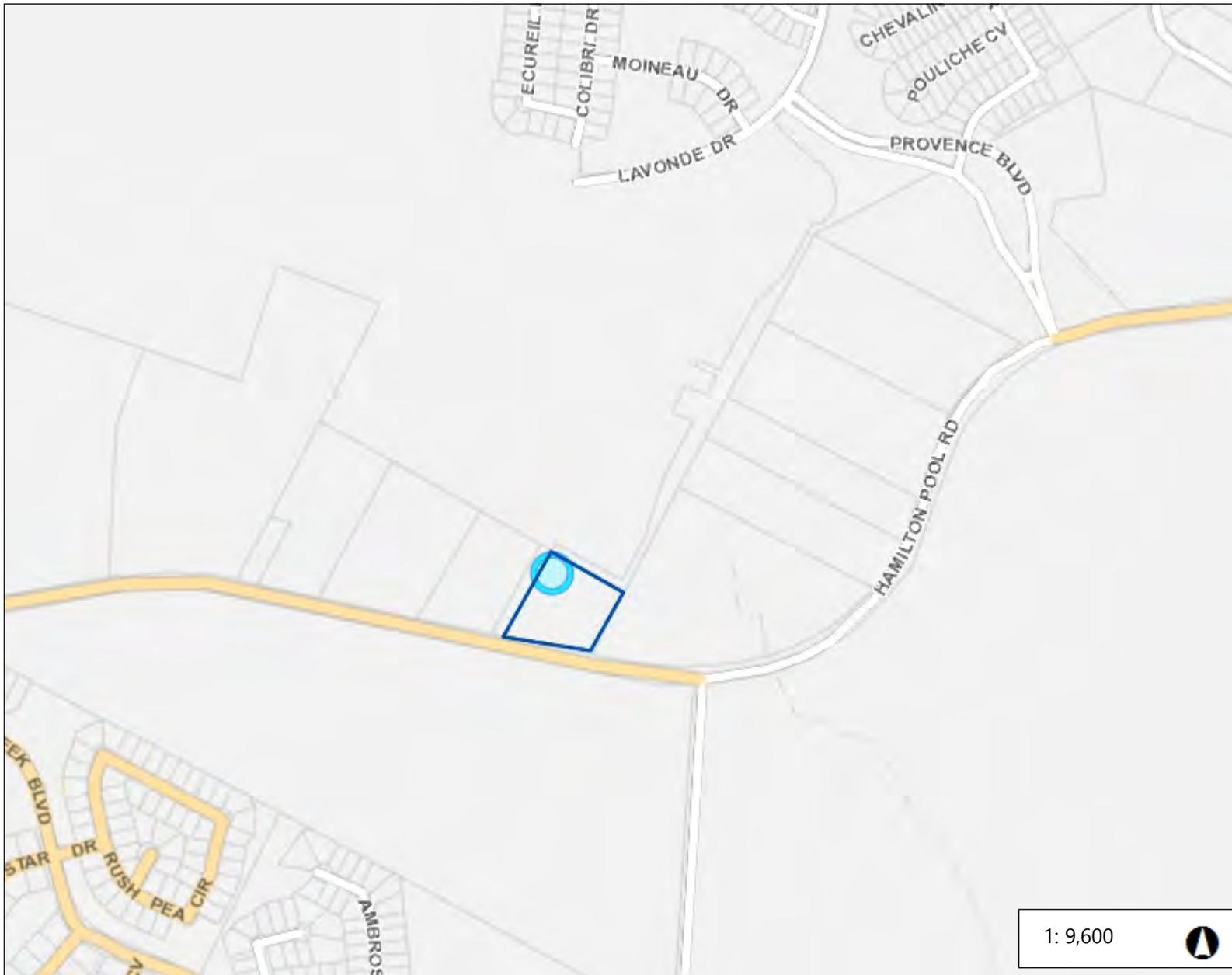
SER Application Fees:

Non-Refundable Application Fee \$50 +

LUEs	Base Fee
1-10	\$ 850
11-50	\$ 2,000
51-250	\$ 4,800
251-1,000	\$ 9,500
>1,000	\$19,000



Property Profile



1: 9,600



Legend

Jurisdiction

- FULL PURPOSE
- LIMITED PURPOSE
- EXTRATERRITORIAL JURISDICTION
- 2 MILE ETJ AGRICULTURAL AGR
- OTHER CITY LIMITS
- OTHER CITIES ETJ

Jurisdiction

- FULL PURPOSE
- LIMITED PURPOSE
- EXTRATERRITORIAL JURISDICTION
- 2 MILE ETJ AGRICULTURAL AGR
- OTHER CITY LIMITS
- OTHER CITIES ETJ

Notes

0.3 0 0.15 0.3 Miles

NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet

Date Printed:

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey. This product has been produced by the City of Austin for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

ITEM F

RESOLUTION TO INDEMNIFY BOARD OF DIRECTORS

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

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY:

WHEREAS, the Board of Directors of the West Travis County Public Utility Agency (“the Agency”) desires to adopt a resolution indemnifying the directors of the Agency Board of Directors in cases where claims or actions are brought against individual directors in connection with the performance of their official duties for the Agency.

NOW THEREFORE, be it resolved by the Board of Directors of the West Travis County Public Utility Agency that:

Section 1. The Agency shall defend and indemnify any qualified director of the Agency Board of Directors, if any such director was, is or is threatened to be made a named defendant or respondent in a proceeding, whether civil, criminal, administrative, arbitrative, or investigative, including all appeals, because of-that person’s actions is or was as a director of the Agency Board of Directors. Indemnification shall be against all expenses, including, without limitation, attorneys’ fees, court costs, expert witness fees, judgments, decrees, civil fines, but not criminal fines if found guilty penalties, and reasonable expenses actually incurred by such director in connection with the proceeding, except that if any such director is found liable to the Agency or is found liable on the basis that they improperly received personal benefit, then indemnification shall be limited to reasonable expenses actually incurred by such director in connection with the proceedings, and shall not be made in respect of any proceedings in which such director shall have been found liable for willful or intentional misconduct in the performance of their duty to the Agency. This indemnification is extended to current and past directors for performance of their official duties for the Agency while serving as a director.

Section 2. The indemnification provided in this resolution shall also extend to good-faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Board of Directors may, in proper cases, extend the indemnification to cover the good-faith settlement of any such action, suit, or proceeding, whether formally instituted or not.

Section 3. Indemnification provided in this resolution is extended to cover any appointed director upon being qualified as a director and taking the Oath of Office.

PASSED, APPROVED, AND ADOPTED this ____ day of June, 2020.

(SEAL)

Name: _____
President, Board of Directors

ATTEST:

Name: _____
Secretary, Board of Directors

ITEM G

MURFEE ENGINEERING COMPANY, INC.

Texas Registered Firm No. F-353
1101 Capital of Texas Hwy., South
Building D, Suite 110
Austin, Texas 78746
(512) 327-9204

M E M O R A N D U M

DATE: May 29th, 2020
TO: Jennifer Riechers, General Manager – WTCPUA
FROM: George Murfee, P.E.
RE: Water Service to the Dripping Springs Area
CC: Scott Roberts
Walt Smith
Stefanie Albright
Dennis Lozano, P.E.

MEC File No.: 51212.10

The purpose of this memorandum is to summarize several poignant aspects of potential water service in the area of the City of Dripping Springs (CoDS) and seek Board direction regarding planning and provision of service in this area.

Currently the WTCPUA serves four categories of customers in this area:

- 1) Retail Customers (e.g., Sunset Canyon)
- 2) Wholesale service to the CoDS Headwaters by separate contract.
- 3) Wholesale service to the City of Dripping Springs
- 4) Wholesale service to Dripping Springs Water Supply Corporation (DSWSC)

These areas are depicted on the attached map *PUA POTENTIAL WATER SERVICE TO CODS AREA*.

The boundaries of all of the service areas described above are fluid and overlapping—they are the subject of wholesale contracts, settlement agreements, and include “existing,” and “potential future”

service areas that can change if certain criteria are met. One option is that the WTCPUA can serve this area with retail service, subject to the wholesale agreements between the WTCPUA and the CoDS and DSWSC.

Currently the entirety of the subject area is served via the 20" water line in US290 that feeds the 1420 elevated storage tank (EST) on the east side of the City of Dripping Springs.

The CoDS has a pending service extension request (SER) with the WTCPUA for the Double L Ranch (aka Anarene or Hill Tract) in the amount of 1,000 LUEs. Deputy City Administrator Ginger Faught recently informed me that the ultimate service level of the tract is actually 2,000 LUEs. Also, the DSWSC has a pending SER for 256 LUEs from the Bohls Tract, which is located on RR 12 immediately adjacent to the Double L Ranch property.

For planning purposes we have been anticipating the DSWSC, CoDS, and retail PUA areas to have a significantly higher demand than the capacity of the existing facilities. Improvements to PUA major transmission infrastructure from the Uplands Water Treatment Plant, through the Southwest Parkway Pump Station, and to the County Line Pump Station are anticipated in the long term, some of which are current Capital Improvements Program (CIP) projects and some of which are projected to fall outside the current CIP planning window. The attached table *Dripping Springs Area Developments*, which was provided to the PUA by the CoDS and DSWSC, shows information (somewhat dated but still applicable) regarding all of the potential tracts that development is anticipated upon.

Of these tracts, we are aware of current/ongoing planning efforts on the following tracts:

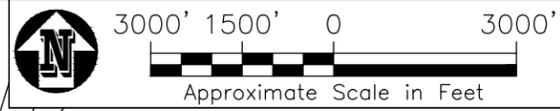
1. Double L – Potential PUA retail service (1340 pressure plane) or CoDS retail (Double L has asked to be CoDS wholesale, which is counter to current PUA board policy). This SER is chronologically the next to be acted on by the PUA, with Headwaters next.
2. Cannon – Potential to be CoDS retail or PUA retail service (1420 pressure plane)
3. Cynosure (Morris) Tract – Potential to be CoDS retail or PUA retail service (1420 and 1340 pressure planes)
4. Bohls Tract – Located in the DSWSC service area, though the DSWSC is willing to let CoDS serve. Also potentially PUA retail service (1340 pressure plane).

Current commitments in the Dripping Springs Area (in 1420 pressure zone) include:

1. Retail approximately 500 LUEs of service to tracts on US290, with Sunset Canyon Subdivision being the largest.
2. Wholesale to Headwaters – 1,400 LUEs
3. Wholesale to Commercial Frontage – 300 LUEs
4. Wholesale to CoDS Blue Blazes – 35 LUEs
5. Wholesale to DSWSC – 1 MGD (peak day)
6. Retail Reserve for undeveloped lands that are not platted – 140 LUEs

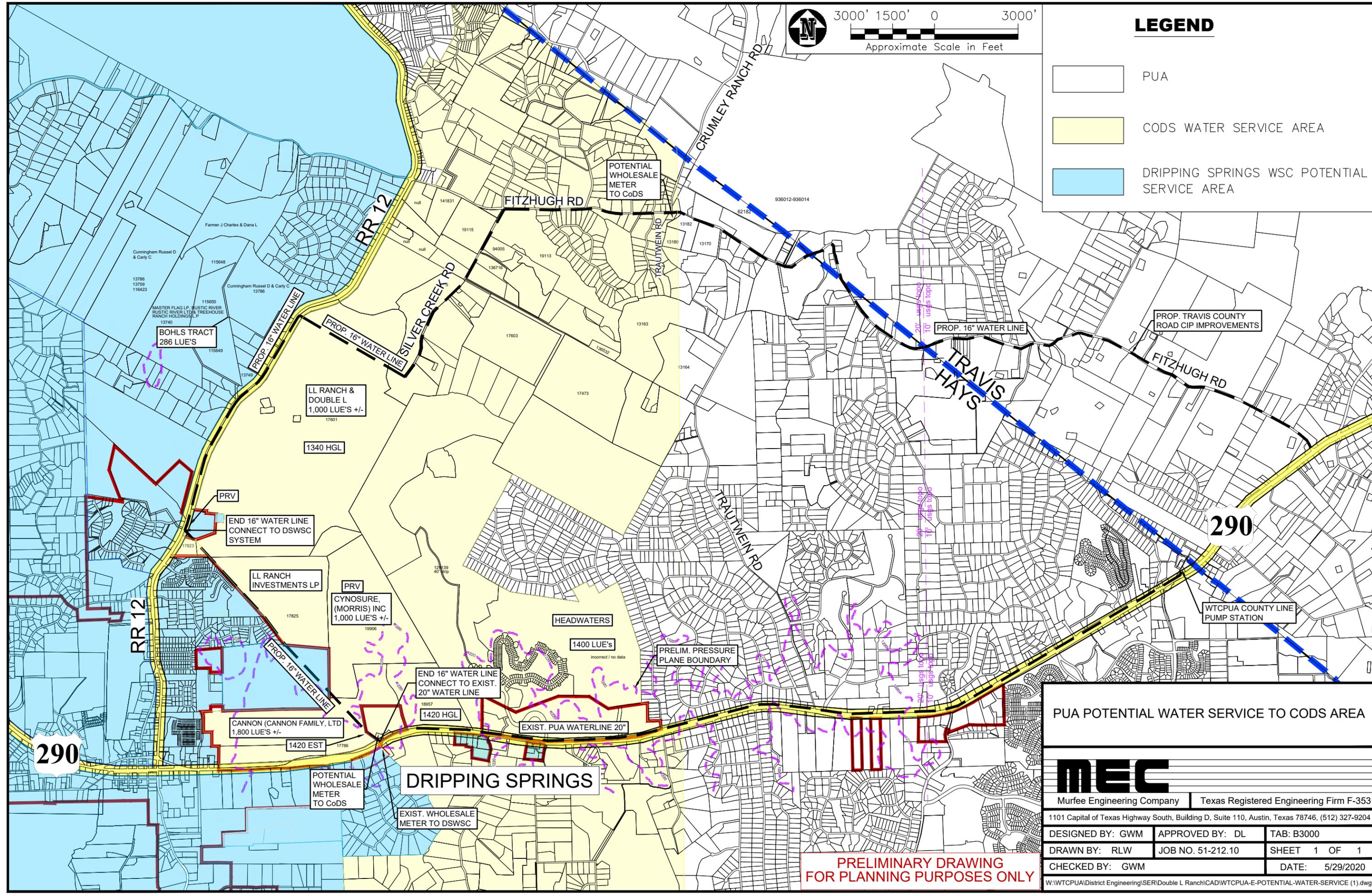
In summary, this area has 4,000-5,000 LUEs of pending demand that could materialize. As noted, all of this service would be from the 1420 pressure plane (i.e., one 20" water line extending west along US290 to the PUA 1420EST located just east of the City of Dripping Springs).

An alternative for serving additional water to the DSWSC and most of City's service areas is to extend parallel transmission and increase the size of a proposed CIP project for a waterline in Fitzhugh Road, extending additional transmission capacity to the area in the northeast quadrant of the City of Dripping Springs. The scope of this project is approximately five miles, from the intersection of Fitzhugh Road and US290 to the intersection of Fitzhugh and Trautwein Road (the boundary of CoDS proposed service area). The Travis County portion of Fitzhugh is in the County's Road CIP plan to be upgraded for approximately 3 miles, which lends an opportunity to efficiently add the water line in with that construction. This service will be from the 1340 pressure plane, making it more efficient for serving most of this area and creating a loop with the 1420 pressure system to provide some redundancy. The frontage on 290 would remain on 1420 pressure plane service from the existing 20" water line.



LEGEND

- PUA
- CODS WATER SERVICE AREA
- DRIPPING SPRINGS WSC POTENTIAL SERVICE AREA



PUA POTENTIAL WATER SERVICE TO CODS AREA

MEC
 Murfee Engineering Company | Texas Registered Engineering Firm F-353
 1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746, (512) 327-9204

DESIGNED BY: GWM	APPROVED BY: DL	TAB: B3000
DRAWN BY: RLW	JOB NO. 51-212.10	SHEET 1 OF 1
CHECKED BY: GWM	DATE: 5/29/2020	

PRELIMINARY DRAWING FOR PLANNING PURPOSES ONLY

W:\WTCPUA\District Engineering\SER\Double L Ranch\CAD\WTCPUA-E-POTENTIAL-WATER-SERVICE (1).dwg

Dripping Springs Area Developments

1420 Pressure Zone Subdivisions	Acreage	Planned # of Residential LUE's	Water provider	May 2015 Model
Headwaters Commercial?	1500	1300	City of DS	
Founders Ridge	100	204	DSWSC	
Arrowhead	360	387	DSWSC	
Counts Estates, Phase 2	136	94	DSWSC	
Harrison Hills		90	DSWSC	
Cannon	243	243	TBD	
Double L	1700	1700	TBD	
Scott tract	200	200	DSWSC	
Meritage	35	150	DSWSC	
Baird/Davidson	200	800	DSWSC	
Roger Hanks Park		56	DSWSC	
Burrows Condos	13	75	DSWSC	
Howard Ranch	247	125	DSWSC	
Penn tract West of D.S. McGregor and 29C	533	533	TBD	
Bella Vista		89	DSWSC - MUD # 6	
Scenic Greens	600	918	DSWSC	
Kopponen	82	82	DSWSC	
Mokhtarian	62	62	DSWSC	
Crooked Oaks	30	25	DSWSC	
731 Old Fitzhugh	3 (4)	25	DSWSC	
Pound House Hills 3 plus remaining		76	DSWSC	
Laurel Estates (Garnett Tract)	189	92	DSWSC	
Carter tract (19 acres in town)	19	19	DSWSC	
Carter Ranch	197	250	TBD	
Blue Blazes	30	30	City of DS	
Bonham Ranch North off of Fitzhugh Road	300	300	TBD	
Caliterra		487	DSWSC	
McDowell	150	10	DSWSC	
Bell Springs	17	22	DSWSC	

Subtotal **8444**

1340 Pressure Zone Subdivisions	Acreage	Planned # of Residential LUE's	Water provider	May 2015 Model
Belterra	1600	2000	DSWSC	
Highpointe		1029	PUA - MUD # 5	
Ledgestone	105 (80 commercial)	242	PUA - MUD # 4	
Rutherford West	612	292	PUA	
Rim Rock	1208	669	PUA	
Driftwood	172	256	PUA - MMD # 1	
Saratoga Hills (Key Ranch)		150	PUA	
Reunion Ranch		524	PUA - Reunion MUD	
Parten tract	575	575	TBD	
Shops @ Highpointe (potentially 40 acres)	40	40	TBD	
Sawyer Ranch 33 (commercial)	30	30	PUA	

Subtotal **5807**

	Total	14251
--	-------	--------------

*Properties in City of Dripping Springs ETJ

Based on info provided by City of Dripping Spring and Dripping Springs Water Supply Corporation

ITEM J

Finance Committee

Roles and Responsibilities

Role of the Committee

The role of the finance committee is primarily to provide financial oversight for the agency. The presence of a fully engaged finance committee is a strong indication that the agency is committed to good stewardship and is actively building and preserving the financial resources necessary to support the accomplishment of its mission, both for the short and the long term.

Although the finance committee may serve in a leadership role, the entire board has fiduciary responsibilities for the agency and remains accountable for protecting the agency's financial wellbeing. An individual committee member may not act in any official capacity except through the action of a majority of the Board.

Typical task areas include budgeting and financial planning, reporting and financial oversight, the creation and monitoring of internal controls and accountability policies, audit oversight and investment oversight. An outline of responsibilities is listed below:

Budgeting and Financial Planning

- Participate in budget workshops, review proposed budgets, and provide direction to management in establishing the annual budgets.
- Recommend approval of annual budgets to the full Board.
- Set long-range financial goals as part of a strategic planning process.
- Review and provide guidance to the full Board about policies or recommendations having potential financial implications.

Reporting and Financial Oversight

- Work with management to develop a list of desired reports noting the level of detail, frequency, deadlines, and content of these reports.
- Review and monitor expenditures and income against budgets and report significant variances to the Board.
- Ensure all legal reporting requirements are met.

Internal Controls and Accountability Policies

- Annually review, approve, and update (as necessary) policies that help ensure the assets of the agency are protected.
- Ensure approved financial policies and procedures are being followed.
- Annually review and update bank account signatories.

Audit Oversight

- Select and engage the external independent audit firm.
- Review annual audit results and report any deficiencies to the full Board.
- Review the management recommendation letter from the auditor and ensure follow up on any issues mentioned.

Investment Oversight

- Annually review and update (as necessary) the investment policy detailing the objectives of the investment portfolio, guidelines on the asset allocation of the portfolio based on a predetermined level of risk tolerance, authorizations for executing transactions, disposition of earned income, etc. to comply with the Public Funds Investment Act.
- Ensure provisions of the policy are followed.
- Review the quarterly investment report for compliance with the Public Funds Investment Act.
- Evaluate the investment managers/advisors and portfolio performance.

Other

- Act as liaison between the full Board and management to assist with carrying out Board directives and ensuring the full Board has adequate information about financial matters for effective decision-making.
- Serve in an advisory role and provide direction for financial issues that management desires to have reviewed by the Finance Committee.

ITEM K



Partners for a Better Quality of Life

June 7, 2020

Ms. Jennifer Riechers, General Manager
West Travis County Public Utility Agency
13215 Bee Cave Pkwy, Ste B-110
Bee Cave, TX 78738

Re: Supplemental Services Scope & Fee Proposal for the Uplands WTP Trident Room & Office Building Renovations Project (WTCP1800076)

Dear Jennifer:

In response to our telephone conversation on Monday, May 11th; the following supplemental fee proposal has been developed to account for the requested revisions in scope.

Revisions to Scope:

1. Expand the Break Room/Conference Room to include the vacant office located directly across from the hall and side entrance into the building.
2. Provide covered parking areas on the north and west side of the building for staff/visitor parking.
3. Develop specifications to seal the LAS building in the chemical fee building.
4. Add a shower to the existing maintenance building restroom, by reconfiguring the existing Storage/Janitor room to provide this function. Restroom will need to comply with TDLR requirements for accessibility.
5. Survey the areas where the parking structures are to be erected, and the entrance to the Maintenance building to verify/confirm that the entrance is also accessible.
6. Provide necessary mechanical electrical design to balance the air and reconfigure the lighting in the expanded Break/Conference Room of the Trident Building.
7. Provide the necessary mechanical, electrical and plumbing design in the reconfigured and expanded restroom/shower room in the Maintenance Building.
8. Provide structural, lighting design for the parking canopy structures.
9. Submit final construction drawings to the City of Bee Cave for permitting.
10. Submit final construction drawings to a Registered Accessibility Specialist for plan review and on-site inspection. Register the project with TDLR.

The breakdown below identifies the additional services and fees required for CP&Y to proceed with revisions to the construction and bid documents, bidding services and construction phase services for this phase of the project.

The scope of services and fee proposal from CP&Y dated October 4, 2017 and the Supplemental Services Agreement dated May 7, 2019 for this project along with the Engineering Services Agreement between West Travis County Public Utility Agency (Owner) and CP&Y, Inc. (Engineer/Consultant), dated August 17, 2017, remains in place for this portion of the work.



Task 12-Topo Survey	\$2,500
Task 30-Project Management.....	\$4,000
Task 41-Architectural Design Services	\$10,000
Task 51-Bidding Services	\$8,000
Task 61-Construction Administration	\$4,000
Task 71-Field Representation/Observation	\$4,000
Task 90-Electrical Design.....	\$1,000
Task 93-Plumbing Design	\$7,700
Task 96-Structural Design	\$5,075
TOTAL.....	\$46,275

The above services do not include any traffic impact analysis, TxDOT permitting, rezoning application services, or other services not specifically identified herein or in the original project agreement.

Please review this proposal for supplemental services on this project and if satisfactory, please sign and return to me at your earliest convenience. If you have any questions you can contact me at 254-772-9272 or at swetzel@cpyi.com

Sincerely,

Scott Wetzel, P.E.
Project Manager
CP&Y, Inc.

SCW:dwv

cc: File

Accepted By:

Signature

Printed Name

Date

ITEM M

An Agreement for the Provision of Limited Professional Services

Consultant:

Murfee Engineering Co., Inc.
1101 S. Capital of Texas Hwy., Bldg. D
Austin, TX 78746
512-327-9204
dlzano@murfee.com

Client:

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

Date: June 4, 2020

MEC Project No.: TBD

WTCPUA Work Order No.: _____

Project Name/Location: Water Distribution System Model Update and Calibration

Scope/Intent and Extent of Services: Engineering Services shall be inclusive as necessary to assist the Client with a comprehensive update of the water distribution system model. The purpose of the comprehensive update is to modernize and organize the model using the WTCPUA planning geography to facilitate analysis of SERs, development and tracking of CIP, and operations support via alternatives analysis, trouble shooting, water quality modeling, etc. The model will be adapted in the current state of the art software package OpenFlows Water CAD. Deliverables will be a complete updated model package and summary report enumerating the organizational approach, analysis scenario creation protocol, standardized output for SER analysis, and detailed summary reports for the existing system model performance. Calibration of the model will be performed where equipment and/or data supports the ability to analyze and adjust model performance.

Fee Arrangement: Engineering service fees are proposed on a time and materials (T&M) basis, per the approved Rate Schedule, with estimated amounts as follows:

Building, skeletonization, and data checking	\$ 90,000
QA/QC	\$ 15,000
Report Generation	\$ 20,000
	<hr/>
	\$125,000

Estimated fee will not be exceeded without prior approval of Client.

Terms and Conditions: The approved Terms and Conditional form part of this Agreement.

Special Conditions: MEC has attempted to be as thorough as possible in the preparation of this proposal; however, there may be unforeseen items not included in the above-described work which will need to be addressed. If necessary, MEC will perform such additional items (as authorized) on an hourly basis in conformance with the approved Rate Schedule. Some additional services which are beyond the scope of this proposal and would be performed by others include environmental studies, construction materials testing, and protective coatings inspections.

Offered by:
MURFEE ENGINEERING CO., INC.

Accepted by:
WTC PUBLIC UTILITY AGENCY

By: _____
Dennis Lozano, P.E., Date
Vice-President

By: _____
Signature Date

Jennifer Riechers, General Manager

ITEM N

An Agreement for the Provision of Limited Professional Services

Consultant

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
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
generalmanager@wtcpua.org

Date: June 11th, 2020 Project No.: 11051.____ WTCPUA Work Order No. _____

Project Name: Raw Water Line 2 Chlorine Injection Improvements

Scope/Intent and Extent of Services: Engineering Services shall be inclusive as necessary to assist the Client with the installation of a chlorine injection system at the newly constructed raw water pipeline of the Uplands water treatment plant (WTP). Currently, the Uplands WTP is fed by an existing raw water pipeline (RWL). An on-going project will install a second raw water pipeline (RWL #2) and a corresponding chlorine injection point at the Uplands WTP. RWL #2 will run parallel to the existing RWL. After constructing RWL #2, the Uplands WTP will be fed by both raw water pipelines; RWL and RWL #2. The proposed project will perform a concentration-time (CT) study to determine the chlorine dosage at the injection point of RWL #2 pipeline. Based on the outcome of the CT study, the proposed project will develop construction plans to install a chlorine injection system at the injection point of RWL #2 pipeline. The following tasks will be performed to carry out the project:

Task 1 - Project Management and Site Visit: Murfee Engineering Company, Inc. (MEC) will coordinate with the operator, owner, and contractor to complete the project within budget and schedule. Additionally, MEC team will perform two site visits to develop construction plans for the project.

Task 2 - Perform CT Study: Installation of a new chlorine injection point at RWL #2 pipeline will begin a separate disinfection zone. To meet the regulatory requirements, MEC team will perform a CT study to determine the disinfection dosage at RWL #2 pipeline.

Task 3 - Prepare Construction Plans: MEC team will develop civil, mechanical, electrical, and instrumentation and control design services to install an injection equipment at the chlorine injection point in RWL #2 pipeline. The design services will also include the installation of a separate chlorine sampling point for each raw water pipeline, addition of a chlorine injection panel inside the existing chlorine injection room, and installation of chlorine sample pipelines at the Uplands WTP. After finalizing the design documents, MEC team will obtain approval from the Texas Commission on Environmental Quality (TCEQ) to construct the project.

Task 4 – Advertisement and Award: The task will include preparing bid documents, advertising the project, reviewing bid packages and preparing a recommendation for award.

Task 5 – Construction Administration: The task will include reviewing submittals, responding request for information, developing change orders (if required), performing construction

observation, reviewing pay applications, attending and coordinating construction progress meetings, administering construction contract through final completion including engineer's certification upon completion, and project closeout.

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:

Project Management and Site Visit	\$ 11,240
Perform CT Study	\$ 7,480
Construction Plans and Specification Development	\$ 75,660
Advertisement and Award	\$ 1,810
Construction Administration	\$ 24,005
<u>Outside Services (Electrical & I&C)</u>	<u>\$ 23,690</u>
	\$143,885

Estimated fee will not be exceeded without prior approval of Client. 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 \$143,885 as listed above without Board approval by the WTCPUA.

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

Special Conditions: MEC has attempted to be as thorough as possible in the preparation of this proposal; however, there may be unforeseen items not included in the above-described work which will need to be addressed. If necessary, MEC will perform such additional items (as authorized) on an hourly basis in conformance with the approved Rate Schedule. Some additional services which are beyond the scope of this proposal and would be performed by others include environmental studies, construction materials testing, and protective coatings inspections.

Offered by:
MURFEE ENGINEERING CO., INC.

Accepted by:
WTC PUBLIC UTILITY AGENCY

By: _____
 Dennis Lozano, P.E., Date
 Vice-President

By: _____
 Signature Date

 Printed Name/Title

ITEM O

MEMORANDUM OF UNDERSTANDING

The following terms set forth the agreement between the West Travis County Public Utility Agency (the “WTCPUA”) and the City of Bee Cave (the “City”) regarding the ability of the WTCPUA to request that the City use its eminent domain authority to condemn property for water and/or wastewater facilities within the jurisdiction of the City.

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

WHEREAS, the Participants entered into the Acquisition, Water Supply, Wastewater Treatment and Conditional Purchase Agreement (the “Participant Agreement”) with the WTCPUA relating to water and wastewater treatment services; and

WHEREAS, the Participant Agreement recognizes that the Participants created the WTCPUA to plan, finance, acquire, construct, own, operate, and maintain facilities necessary to provide water and wastewater treatment for the Participants; and

WHEREAS, it is necessary for the WTCPUA to obtain property rights for the operation, construction, and maintenance the water and wastewater system;

WHEREAS, the WTCPUA does not have eminent domain authority; and

WHEREAS, the City, as a home-rule municipality, has eminent domain authority; and

WHEREAS, the WTCPUA desires to request that the City use its eminent domain authority to condemn property rights for WTCPUA facilities necessary to provide continuous water and wastewater treatment services to current and future customers of the WTCPUA;

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

1. The City and the WTCPUA agree that the WTCPUA may request that the City use its eminent domain authority to condemn real property rights determined by the WTCPUA to be necessary to the operation, maintenance, repair, and construction of facilities necessary to provide water and/or wastewater treatment services to current and future customers of the WTCPUA.
2. The WTCPUA shall use all reasonable efforts to acquire such necessary real property rights prior to requesting that the City exercise its eminent domain authority.

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

Memorandum of Understanding regarding Eminent Domain (City of Bee Cave)

3. If the City agrees to use its eminent domain authority for the benefit of the WTCPUA, the WTCPUA agrees to pay any legal or engineering costs associated with pursuing condemnation of a real property interest, including legal costs relating to the defense of any challenge to the condemnation action.
4. The parties may modify this MOU only by mutual consent. Any modification shall be effective only if written, signed by the authorized representatives of each Party, and attached to this MOU.

Effective and agreed to as of the date of the last signature.

[Signature pages to follow]

Memorandum of Understanding regarding Eminent Domain (City of Bee Cave)

CITY OF BEE CAVE

By: _____

Name: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Memorandum of Understanding regarding Eminent Domain (City of Bee Cave)

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President

Date: _____

ATTEST:

_____, Secretary

MEMORANDUM OF UNDERSTANDING

The following terms set forth the agreement between the West Travis County Public Utility Agency (the “WTCPUA”) and Hays County (the “County”) regarding the ability of the WTCPUA to request that the County use its eminent domain authority to condemn property for water and/or wastewater facilities within the jurisdiction of the County.

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

WHEREAS, the Participants entered into the Acquisition, Water Supply, Wastewater Treatment and Conditional Purchase Agreement (the “Participant Agreement”) with the WTCPUA relating to water and wastewater treatment services; and

WHEREAS, the Participant Agreement recognizes that the Participants created the WTCPUA to plan, finance, acquire, construct, own, operate, and maintain facilities necessary to provide water and wastewater treatment for the Participants; and

WHEREAS, it is necessary for the WTCPUA to obtain property rights for the operation, construction, and maintenance the water and wastewater system;

WHEREAS, the WTCPUA does not have eminent domain authority; and

WHEREAS, the County, as a Texas county, has eminent domain authority; and

WHEREAS, the WTCPUA desires to request that the County use its eminent domain authority to condemn property rights for WTCPUA facilities necessary to provide continuous water and wastewater treatment services to current and future customers of the WTCPUA;

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

1. The County and the WTCPUA agree that the WTCPUA may request that the County use its eminent domain authority to condemn real property rights determined by the WTCPUA to be necessary to the operation, maintenance, repair, and construction of facilities necessary to provide water and/or wastewater treatment services to current and future customers of the WTCPUA.
2. The WTCPUA shall use all reasonable efforts to acquire such necessary real property rights prior to requesting that the County exercise its eminent domain authority.

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

Memorandum of Understanding regarding Eminent Domain (Hays County)

3. If the County agrees to use its eminent domain authority for the benefit of the WTCPUA, the WTCPUA agrees to pay any legal or engineering costs associated with pursuing condemnation of a real property interest, including legal costs relating to the defense of any challenge to the condemnation action.
4. The parties may modify this MOU only by mutual consent. Any modification shall be effective only if written, signed by the authorized representatives of each Party, and attached to this MOU.

Effective and agreed to as of the date of the last signature.

[Signature pages to follow]

Memorandum of Understanding regarding Eminent Domain (Hays County)

HAYS COUNTY

By: _____

Name: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Memorandum of Understanding regarding Eminent Domain (Hays County)

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President

Date: _____

ATTEST:

_____, Secretary

MEMORANDUM OF UNDERSTANDING

The following terms set forth the agreement between the West Travis County Public Utility Agency (the “WTCPUA”) and Lake Pointe Municipal Utility District (the “District”) regarding the ability of the WTCPUA to request that the District use its eminent domain authority to condemn property for water and/or wastewater facilities within the jurisdiction of the District.

WHEREAS, the WTCPUA is a public utility agency governed by Chapter 572 of the Texas Local Government Code and created pursuant to a Concurrent Ordinance approved by the participating entities of Hays County, the City of Bee Cave, and the District¹ (the “Participants”); and

WHEREAS, the Participants entered into the Acquisition, Water Supply, Wastewater Treatment and Conditional Purchase Agreement (the “Participant Agreement”) with the WTCPUA relating to water and wastewater treatment services; and

WHEREAS, the Participant Agreement recognizes that the Participants created the WTCPUA to plan, finance, acquire, construct, own, operate, and maintain facilities necessary to provide water and wastewater treatment for the Participants; and

WHEREAS, it is necessary for the WTCPUA to obtain property rights for the operation, construction, and maintenance the water and wastewater system;

WHEREAS, the WTCPUA does not have eminent domain authority; and

WHEREAS, the District, as a Texas municipal utility district, has eminent domain authority; and

WHEREAS, the WTCPUA desires to request that the District use its eminent domain authority to condemn property rights for WTCPUA facilities necessary to provide continuous water and wastewater treatment services to current and future customers of the WTCPUA;

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

1. The District and the WTCPUA agree that the WTCPUA may request that the District use its eminent domain authority to condemn real property rights determined by the WTCPUA to be necessary to the operation, maintenance, repair, and construction of facilities necessary to provide water and/or wastewater treatment services to current and future customers of the WTCPUA.
2. The WTCPUA shall use all reasonable efforts to acquire such necessary real property rights prior to requesting that the District exercise its eminent domain authority.

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

Memorandum of Understanding regarding Eminent Domain (Lake Pointe MUD)

3. If the District agrees to use its eminent domain authority for the benefit of the WTCPUA, the WTCPUA agrees to pay any legal or engineering costs associated with pursuing condemnation of a real property interest, including legal costs relating to the defense of any challenge to the condemnation action.
4. The parties may modify this MOU only by mutual consent. Any modification shall be effective only if written, signed by the authorized representatives of each Party, and attached to this MOU.

Effective and agreed to as of the date of the last signature.

[Signature pages to follow]

**LAKE POINTE MUNICIPAL UTILITY
DISTRICT**

By: _____

Name: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Memorandum of Understanding regarding Eminent Domain (Lake Pointe MUD)

**WEST TRAVIS DISTRICT PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President

Date: _____

ATTEST:

_____, Secretary

Scott Roberts, President
Board of Directors

ATTEST:

_____, Secretary
Board of Directors

VII. STAFF REPORTS

ITEM A



General Manager's Report

June 18, 2020

PUA Administrative staff has continued to work remotely through May and June. The plan was to return to the office on Monday, June 15th but that decision is pending an update from Travis County/board direction. Staff is keeping up with current workload while working remotely.

Operations staff will keep their split schedule through July 6th as an operational precaution.

Utility Billing software transition is scheduled to be up and running on June 17th. There will be intensive hands on (remotely) training for the next 2-3 weeks for Customer Service and financial staff. We are **all** working very hard to ensure that the final steps of the transition are smooth both for staff and customers.

There has been a tremendous amount of information (calls, emails, meetings, trainings) pertaining to the transition process. A majority of the past few weeks has been dedicated to the software transition.

Information is being sent to customers by email and regular mail regarding the new software update and payment options. The website also has information for customers. There will be no late penalties assessed to customers during the transition as customers will need to re-sign up for all online payment options.

ITEM B



West Travis County Public Utility Agency

Budget Variance Report

As Of: 05/31/2020

Fund: 10 - General Fund

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
Water Revenue	1,581,987.35	1,480,848.00	101,139.35	10,488,943.00	10,353,084.00	135,859.00	55	19,131,000.00	(8,642,057.00)	45
Wastewater Revenue	373,724.53	374,640.80	(916.27)	2,784,764.76	2,871,033.40	(86,268.64)	63	4,441,000.00	(1,656,235.24)	37
SER Project Revenue	73,061.84	121,245.30	(48,183.46)	1,112,450.54	1,059,054.40	53,396.14	71	1,571,000.00	(458,549.46)	29
Other Income	0.00	333.20	(333.20)	1,659.01	2,665.60	(1,006.59)	41	4,000.00	(2,340.99)	59
Investment Income, Net	10,598.71	6,247.50	4,351.21	98,438.94	49,980.00	48,458.94	131	75,000.00	23,438.94	-31
TOTAL REVENUE	2,039,372.43	1,983,314.80	56,057.63	14,486,256.25	14,335,817.40	150,438.85	57	25,222,000.00	(10,735,743.75)	43
EXPENSE SUMMARY										
Water Expenses	230,999.53	283,398.70	52,399.17	1,953,334.33	2,071,727.60	118,393.27	55	3,566,990.00	(1,613,655.67)	45
Wastewater Expenses	116,147.00	116,999.80	852.80	971,429.99	1,031,198.40	59,768.41	65	1,503,690.00	(532,260.01)	35
SER Project Expenses	18,885.75	14,994.00	(3,891.75)	89,246.09	119,952.00	30,705.91	50	180,000.00	(90,753.91)	50
Shared Expenses	333,279.09	402,020.54	68,741.45	3,196,878.52	3,501,144.32	304,265.80	63	5,059,320.00	(1,862,441.48)	37
Capital Outlay	0.00	4,165.00	4,165.00	0.00	33,320.00	33,320.00	0	50,000.00	(50,000.00)	100
Other Financing Sources (Uses)	836,562.50	836,562.49	(0.01)	6,692,499.99	6,692,499.96	(0.03)	58	11,538,750.00	(4,846,250.01)	42
TOTAL EXPENSE	1,535,873.87	1,658,140.53	122,266.66	12,903,388.92	13,449,842.28	546,453.36	59	21,898,750.00	8,995,361.08	41
REVENUE OVER/(UNDER) EXPENDITURE	503,498.56	325,174.27	178,324.29	1,582,867.33	885,975.12	696,892.21		3,323,250.00	(19,731,104.83)	



Comparison to Prior Year Activity and Total Budget General Fund

For the Period Ending 05/31/2020

	2019-2020 May Activity	2018-2019 May Activity	2019-2020 YTD Activity	2018-2019 YTD Activity	Total Budget	% Used
Revenue						
MajorGroup: 60 - Water Revenue						
6001 - Retail Revenue	1,058,008	1,065,758	6,866,030	6,574,036	12,927,000	53%
6002 - Wholesale Revenue	461,727	306,945	3,081,230	2,045,473	5,483,000	56%
6009 - Other Revenue	62,253	60,151	541,683	422,954	721,000	75%
MajorGroup 60 - Water Revenue Total:	1,581,987	1,432,854	10,488,943	9,042,463	19,131,000	55%
MajorGroup: 61 - Wastewater Revenue						
6101 - Retail Revenue-Wastewater	286,983	326,400	2,119,971	2,324,867	3,362,000	63%
6102 - Wholesale Revenue-Wastewater	72,790	63,331	530,370	460,733	799,000	66%
6104 - Pre-Treatment Surcharges	7,377	8,351	81,416	132,427	176,000	46%
6109 - Other Revenue-Wastewater	6,574	8,635	53,008	75,484	104,000	51%
MajorGroup 61 - Wastewater Revenue Total:	373,725	406,717	2,784,765	2,993,511	4,441,000	63%
MajorGroup: 62 - SER Project Revenue						
6201 - Reservation Fee Revenue-Water	46,462	47,305	734,673	1,044,122	1,100,000	67%
6202 - Reservation Fee Revenue-Wastewater	-	-	197,621	314,772	330,000	60%
6203 - SER Application & Engineering Review Fees	26,600	10,250	45,350	44,550	41,000	111%
6204 - SER Construction Inspection Fee	-	23,832	134,807	99,785	100,000	135%
MajorGroup 62 - SER Project Revenue Total:	73,062	81,388	1,112,451	1,503,229	1,571,000	71%
MajorGroup: 68 - Other Income						
6801 - Other Income	-	150	1,659	8,174	4,000	41%
MajorGroup 68 - Other Income Total:	-	150	1,659	8,174	4,000	41%
MajorGroup: 69 - Investment Income, Net						
6901 - Investment Income, Net	10,599	5,016	98,439	65,467	75,000	131%
MajorGroup 69 - Investment Income, Net Total:	10,599	5,016	98,439	65,467	75,000	131%
Revenue Total:	2,039,372	1,926,124	14,486,256	13,612,845	25,222,000	57%
Expense						
MajorGroup: 70 - Water Expenses						
7001 - Maintenance	7,428	41,044	186,255	416,573	400,000	47%
7002 - Repairs	6,136	-	29,335	-	300,000	10%
7005 - Grounds Maintenance	2,940	2,550	22,350	29,290	36,000	62%
7006 - Raw Water	94,152	84,709	645,070	594,397	1,020,000	63%
7007 - Chemicals	5,094	19,709	145,070	122,890	250,000	58%
7008 - Sludge Disposal	5,175	22,220	99,931	165,063	275,000	36%
7009 - Utilities	91,196	90,151	729,269	582,592	1,033,000	71%
7010 - Permits	1,950	2,087	19,590	19,777	25,000	78%
7011 - Laboratory Fees	876	1,839	8,113	15,778	30,000	27%
7012 - Contracted Services	3,826	6,033	45,556	52,982	90,000	51%
7013 - SCADA Maintenance	10,709	-	10,709	-	75,000	14%
7014 - Uniforms & Safety Equipment	-	-	121	-	2,990	4%
7015 - Office Supplies	1,149	-	2,177	-	5,000	44%
7019 - Other Expense	370	1,230	9,788	70,035	25,000	39%
MajorGroup 70 - Water Expenses Total:	231,000	271,572	1,953,334	2,069,377	3,566,990	55%
MajorGroup: 71 - Wastewater Expenses						
7101 - Maintenance	9,199	6,666	115,838	145,182	200,000	58%
7102 - Repairs	15,194	-	42,652	-	50,000	85%
7105 - Grounds Maintenance	2,880	3,250	24,150	37,753	40,000	60%
7107 - Chemicals	4,698	5,279	34,284	34,512	62,000	55%
7108 - Sludge Disposal	58,348	53,100	433,389	436,570	675,000	64%
7109 - Utilities	21,911	22,731	181,712	176,815	295,000	62%
7110 - Permits	-	-	1,250	1,250	2,000	63%
7111 - Laboratory Fees	2,413	1,707	21,229	18,449	30,000	71%
7112 - Contracted Services	-	-	10,968	5,974	6,000	183%
7113 - SCADA Maintenance	1,050	-	1,050	-	10,000	11%
7114 - Uniforms & Safety Equipment	40	-	109	-	1,690	6%
7115 - Office Supplies	392	-	398	-	3,000	13%
7117 - Pre-Treatment Lab Testing	-	2,194	10,918	14,926	21,000	52%
7118 - Lease-Effluent Pond	-	-	93,000	93,000	93,000	100%
7119 - Other Expense	22	114	483	993	15,000	3%
MajorGroup 71 - Wastewater Expenses Total:	116,147	95,041	971,430	965,423	1,503,690	65%



Comparison to Prior Year Activity and Total Budget

General Fund

For the Period Ending 05/31/2020

	2019-2020 May Activity	2018-2019 May Activity	2019-2020 YTD Activity	2018-2019 YTD Activity	Total Budget	% Used
MajorGroup: 72 - SER Project Expenses						
7201 - SER Project Expenses	18,886	32,347	89,246	174,993	180,000	50%
MajorGroup 72 - SER Project Expenses Total:	18,886	32,347	89,246	174,993	180,000	50%
MajorGroup: 73 - Shared Expenses						
7301 - Billing System & Support	12,640	7,819	219,540	67,316	317,000	69%
7302 - Insurance	-	-	122,319	115,244	119,000	103%
7303 - Occupancy	16,975	25,429	125,189	189,884	190,000	66%
7304 - Payroll Expense	208,696	333,630	2,008,585	2,080,491	3,213,000	63%
7305 - Professional Services	87,294	67,774	511,457	486,637	840,000	61%
7306 - Vehicle Expense	5,601	5,194	67,511	54,726	102,000	66%
7309 - Other Expense	2,073	15,798	142,277	113,886	278,320	51%
MajorGroup 73 - Shared Expenses Total:	333,279	455,645	3,196,879	3,108,184	5,059,320	63%
MajorGroup: 80 - Capital Outlay						
8001 - General	-	-	-	-	50,000	0%
MajorGroup 80 - Capital Outlay Total:	-	-	-	-	50,000	0%
MajorGroup: 90 - Other Financing Sources (Uses)						
9009 - Transfers Out	836,563	971,354	6,692,500	7,770,833	11,538,750	58%
MajorGroup 90 - Other Financing Sources (Uses) Total:	836,563	971,354	6,692,500	7,770,833	11,538,750	58%
Expense Total:	1,535,874	1,825,960	12,903,389	14,088,810	21,898,750	59%
Total Surplus (Deficit):	503,499	100,164	1,582,867	(475,965)	3,323,250	



West Travis County Public Utility Agency

Balance Sheet-All Funds
Account Summary
 As Of 05/31/2020

	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	12,173,888	584,271	2,276,704	2,472,012	1,492,301	18,754,540	37,753,715
11 - Investments	3,220,590	3,190,362	6,125,866	17,740,883	25,800,688	30,349,393	86,427,782
12 - Receivables	2,487,776	-	-	-	-	-	2,487,776
15 - Due from Other Funds	12,007,907	-	1,882,023	-	4,679,194	284,054	18,853,178
17 - Deposits	16,087	-	-	-	-	-	16,087
Total Asset:	29,906,247	3,774,633	10,284,593	20,212,895	31,972,183	49,387,987	145,538,538
Liability							
30 - Accounts Payable	384,511	-	115,240	-	132,430	-	632,181
31 - Refundable Deposits	838,975	-	-	-	-	-	838,975
32 - Other Accrued Liabilities	117,882	-	-	-	-	-	117,882
35 - Due to Other Funds	6,845,271	-	2,208,201	-	9,718,011	81,694	18,853,178
Total Liability:	8,186,639	-	2,323,441	-	9,850,441	81,694	20,442,216
Equity							
50 - Fund Balances	20,136,742	3,102,676	6,971,487	17,711,576	25,801,941	44,052,161	117,776,584
Total Total Beginning Equity:	20,136,742	3,102,676	6,971,487	17,711,576	25,801,941	44,052,161	117,776,584
Total Revenue	14,486,256	671,957	1,380,132	6,863,960	739,613	6,704,747	30,846,665
Total Expense	12,903,389	-	390,467	4,362,642	4,419,813	1,450,616	23,526,927
Revenues Over/Under Expenses	1,582,867	671,957	989,664	2,501,318	(3,680,200)	5,254,131	7,319,738
Total Equity and Current Surplus (Deficit):	21,719,609	3,774,633	7,961,152	20,212,895	22,121,742	49,306,292	125,096,322
Total Liabilities, Equity and Current Surplus (Deficit):	29,906,247	3,774,633	10,284,593	20,212,895	31,972,183	49,387,987	145,538,538



West Travis County Public Utility Agency

Income Statement-All Funds

Account Summary

For the Period Ending 05/31/2020

	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	10,488,943	-	-	-	-	5,385,186	15,874,129
61 - Wastewater Revenue	2,784,765	-	-	-	-	439,700	3,224,465
62 - SER Project Revenue	1,112,451	-	-	-	-	-	1,112,451
68 - Other Income	1,659	-	-	-	-	-	1,659
69 - Investment Income, Net	98,439	88,624	174,965	509,344	739,613	879,861	2,490,846
90 - Other Financing Sources (Uses)	-	583,333	1,205,167	6,354,616	-	-	8,143,116
Revenue Total:	14,486,256	671,957	1,380,132	6,863,960	739,613	6,704,747	30,846,665
Expense							
70 - Water Expenses	1,953,334	-	-	-	-	-	1,953,334
71 - Wastewater Expenses	971,430	-	-	-	-	-	971,430
72 - SER Project Expenses	89,246	-	-	-	-	-	89,246
73 - Shared Expenses	3,196,879	-	-	-	-	-	3,196,879
80 - Capital Outlay	-	-	390,467	-	4,419,813	-	4,810,280
88 - Debt Service	-	-	-	4,362,642	-	-	4,362,642
90 - Other Financing Sources (Uses)	6,692,500	-	-	-	-	1,450,616	8,143,116
Expense Total:	12,903,389	-	390,467	4,362,642	4,419,813	1,450,616	23,526,927
Current Surplus (Deficit):	1,582,867	671,957	989,664	2,501,318	(3,680,200)	5,254,131	7,319,738

ITEM C



Partners for a Better Quality of Life

June 8, 2020

Ms. Jennifer Riechers, General Manager
West Travis County Public Utility Agency
13215 Bee Cave Pkwy, B-110
Bee Cave, TX 78738

Re: WTCPUA Project Status Summary – June 2020

Dear Jennifer:

Please find the following status report for CP&Y's active projects with West Travis County PUA.

- a. SCADA System Improvements Project – This project kickoff was conducted on Tuesday January 7, 2020. This project is approximately 70% complete and we have completed the RF Model for the system and determined signal strength, antenna heights and frequency band requirements. This project was put on hold due to the Covid-19 shelter-in-place order that prevented us from being able to run the design software that is necessary to finish the design. Once our engineers are back in place we will finish the design modeling and complete the 100% draft report and will submit to the PUA.
- b. Sanitary Sewer Smoke Testing and Report – This project kicked off with field work and smoke testing of the sanitary sewer collection system on January 22, 2020. This project was put on hold in mid-April due to concerns from the residents that smoke testing could put them in harms way if smoke entered their houses and they had to evacuate. As of April 16 approximately 70% of the field smoke testing was complete.
- c. Uplands WTP – We met with the PUA staff several weeks ago to discuss final scope changes to this project so that we could revise the construction documents and issue the project for bidding. We have included a supplemental fee proposal for the additional work outlined in the proposal, which has been submitted to the Board for approval.

Thank you and should you have any questions please call me at 512-680-1539 or at swetzel@cpyi.com with written communications.

Sincerely,

Scott C. Wetzel, PE
Vice President
CP&Y, Inc.

Cc: File WTCP2000029/WTCP2000096

200 West Highway 6, Suite 620
Waco, Texas 76712
TBPE # F-1741
TBPLS # 10194124
(p) 254.772.9272 · (f) 254.776.2924
www.cpyi.com



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 10th, 2020

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

FROM: Dennis Lozano, P.E.

RE: Engineer's Report – June 2020

CC: Jennifer Riechers – WTCPUA General Manger

MEC File No.: 11051.131

Current Issues

Galleria Oaks Pressure Concerns

The booster pump installation was completed and the start-up was successful. We will begin planning for the 1175 Pressure Plane improvements that will be the permanent solution for this area.

Wastewater Flow

An updated figure tracking wastewater flows is attached.

Raw and Treated Water Flows

Figures are attached. Trends are in line with expectations.

CIP

A written summary of all CIP projects that are currently underway is provided below with a tabular summary following.

Water-Systemwide

Aquifer Storage and Recovery Preliminary Investigation

The preliminary investigation report has been provided to staff and we will work with the General Manager to develop a recommendation for additional study or action. The preliminary study achieved its goals and has fully characterized the nature of the two potential applications where the WTCPUA may benefit from ASR implementation. As mentioned above, possibilities are still developing with regard to the City of Bee Cave and potential partnership and/or uses that may involve ASR, including with the Dripping Springs Water Supply Corporation.

Raw Water Line No. 2

The project is underway. Current work on site involves trenching, boring, and pipe installation. The tie-in at the Uplands WTP was successfully completed in coordination with operations staff with no service outage.

Water Solids Management Master Plan

Analysis and report preparation is underway. We expect to present the results and recommendations in July.

Beneficial Water Recycling Project

A draft pilot protocol has been completed and is under review. The design process is moving ahead and preliminary mechanical drawings have been completed and are under review along with cross-referencing between unit processes and equipment.

Water – SH71 System

1080 Transmission Main

Conversations with landowners are ongoing regarding Rights of Entry (RoE). A significant portion of the survey has been completed for that portion of the alignment where RoE is in place. More in-depth subsurface utility information gathering is underway and additional field work and survey is pending resolution of some RoE and easement questions.

Hamilton Pool Road Pump Station Expansion

This project includes the replacement of an existing pump and the installation of an additional pump increasing the firm capacity of this pump station. The project is in the submittal phase and installation has been pushed out at the request of the WTCPUA operations staff.

Hamilton Pool Road Pump Station GST No. 2

Design is underway in the form of Travis County site plan preparation. The new tank will have significantly more volume capacity than the existing one, however, it will be a pre-stressed concrete tank and possibly with different dimensions compared to the existing tank. It is expected that the tank will be located on the MUD 22 EST site.

West Bee Cave Pump Station Ground Storage Tank No. 2

The project is substantially complete and the tank is in service. The additional capacity will help buffer summer demands.

West Bee Cave Pump Station Capacity Expansion

Preliminary research is complete and design and pump selection are underway.

Water – US290 System

1240 Conversion Waterline

A preliminary alignment has been established and landowner contacts were sent in April. The project is in the design survey phase.

1340 Pump Station

Preliminary design is underway and a memorandum has been presented to WTCPUA operations staff for review which outlines the proposed design concept. The current plan will make the most use of existing improvements while providing maintenance and operations improvements and expanded capacity designed to fit with the expansion of the 1340 Pressure Plane service area. Three major considerations were needed to be made during the first phases of design; pump style (vertical vs split case vs end suction), pump capacities, and upgrading the existing 1308 pump station or building a brand new pump station. It has been determined that upgrading the existing 1308 pump station would be the best option. As such, the new pumps will be of the vertical turbine type, similar to the existing ones. Also, new walls and a roof will be part of the design as the existing “open” style pump station doesn’t provide the protection to the pumps and components from the natural elements.

Southwest Parkway Pump Station Expansion

The transaction to reconstitute the SWPPS site for Ch. 245 protection has been completed. A Recommendation of Award is presented under separate cover with an alternate item to include GST 2 contingent on securing site approval from the City of Austin.

Wastewater

Bohls WWTP Expansion Design

The approvals process with the City of Bee Cave and Lake Travis Fire Rescue is ongoing. We are currently working toward Planning and Zoning Commission and City Council approvals. Individual unit processes have been analyzed with only aeration equipment remaining and we have begun detailed mechanical drawings for the individual components of the treatment works.

Wastewater Solids Management Master Plan

The executive summary is attached to supplement the presentation. MEC recommends implementation of Phase I of the Master Plan with the Bohls WWTP expansion and that the Board direct MEC to present the report to the Lake Pointe MUD for feedback on Phase II.

CIP PROJECTS SUMMARY TABLE

Project	Phase	Original Budget	Total Change Orders	Revised Budget*	Percent Complete (Phase)	Estimated Completion Date	
						Phase	Project
Water – System wide							
Aquifer Storage & Recovery	Preliminary	\$20,000	N/A	N/A	99%	Q1 2020	TBD
Raw Water Line No. 2	Construction	\$4,374,565	N/A	N/A	18%	Q2 2020	Q2 2020
Water Solids Management Plan	Analysis	\$57,000	N/A	N/A	10%	Q2 2020	TBD
Beneficial Water Recycling Project	Wastewater Permitting	\$475,000	N/A	N/A	100%	Q4 2019	Q1 2022
	Pilot Protocol				85%	Q3 2020	Q1 2022
Water – SH71 System							
1080 Transmission Main	Design & Easement Acquisition	\$356,750	N/A	N/A	33%	Q3 2020	Q4 2021
HPR PS Expansion	Construction	\$225,000	N/A	N/A	10%	Q3 2020	Q3 2020
HPR PS GST 2	Design	\$187,688	N/A	N/A	40%	Q1 2020	Q4 2020
West Bee Cave PS GST 2	Construction	\$1,274,452	N/A	N/A	95%	Q1 2020	Q1 2020
West Bee Cave PS Expansion	Proposal	\$82,200	N/A	N/A	N/A	Q2 2020	Q1 2021
Water – US290 System							
1240 Transmission Main	Design & Permitting	\$236,740	N/A	N/A	15%	Q3 2020	Q3 2021
1420 PS Expansion	Proposal	\$92,090	N/A	N/A	N/A	Q2 2020	Q1 2021
SWPPS Expansion	Permitting & Design	\$161,000	N/A	\$161,000	85%	Q2 2020	Q4 2020
Wastewater							
Bohls WWTP Expansion	Permitting & Design	\$481,000	N/A	\$481,000	75%	Q2 2020	Q2 2021
Wastewater Solids	Preliminary	\$140,735	N/A	\$140,735	75%	Q4 2019	Q2 2020

Management Master Plan	Engineering						
---------------------------	-------------	--	--	--	--	--	--

- - Does not include legal or other consulting fees unless they are sub-consultants to MEC



Southwest Parkway Pump Station GST Condition



Bee Cave Pump Station GST 2 Site



RWL 2 Tie In at Uplands WTP



RWL 2 Uplands WTP Tie In

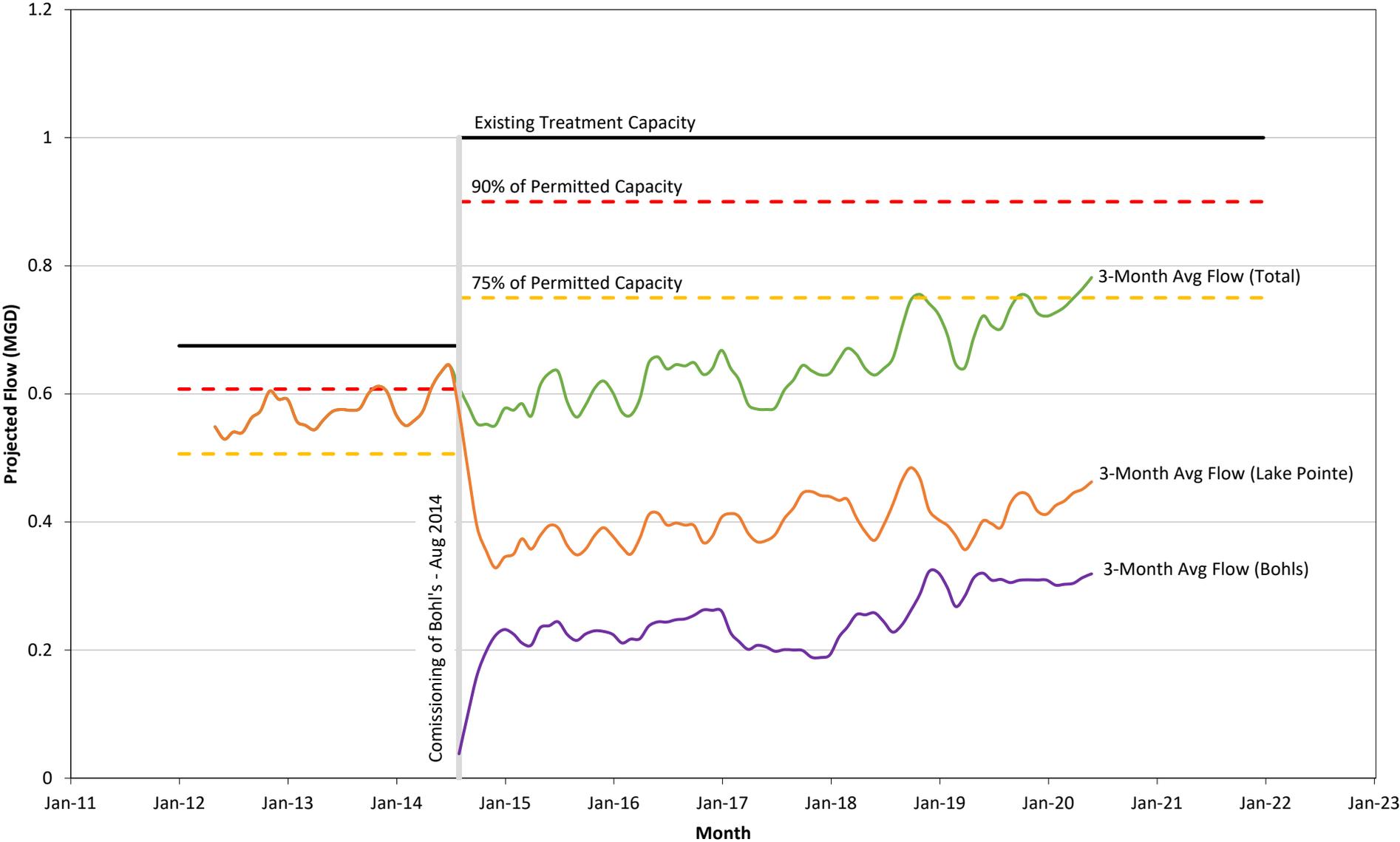


RWL 2 Uplands WTP Tie In



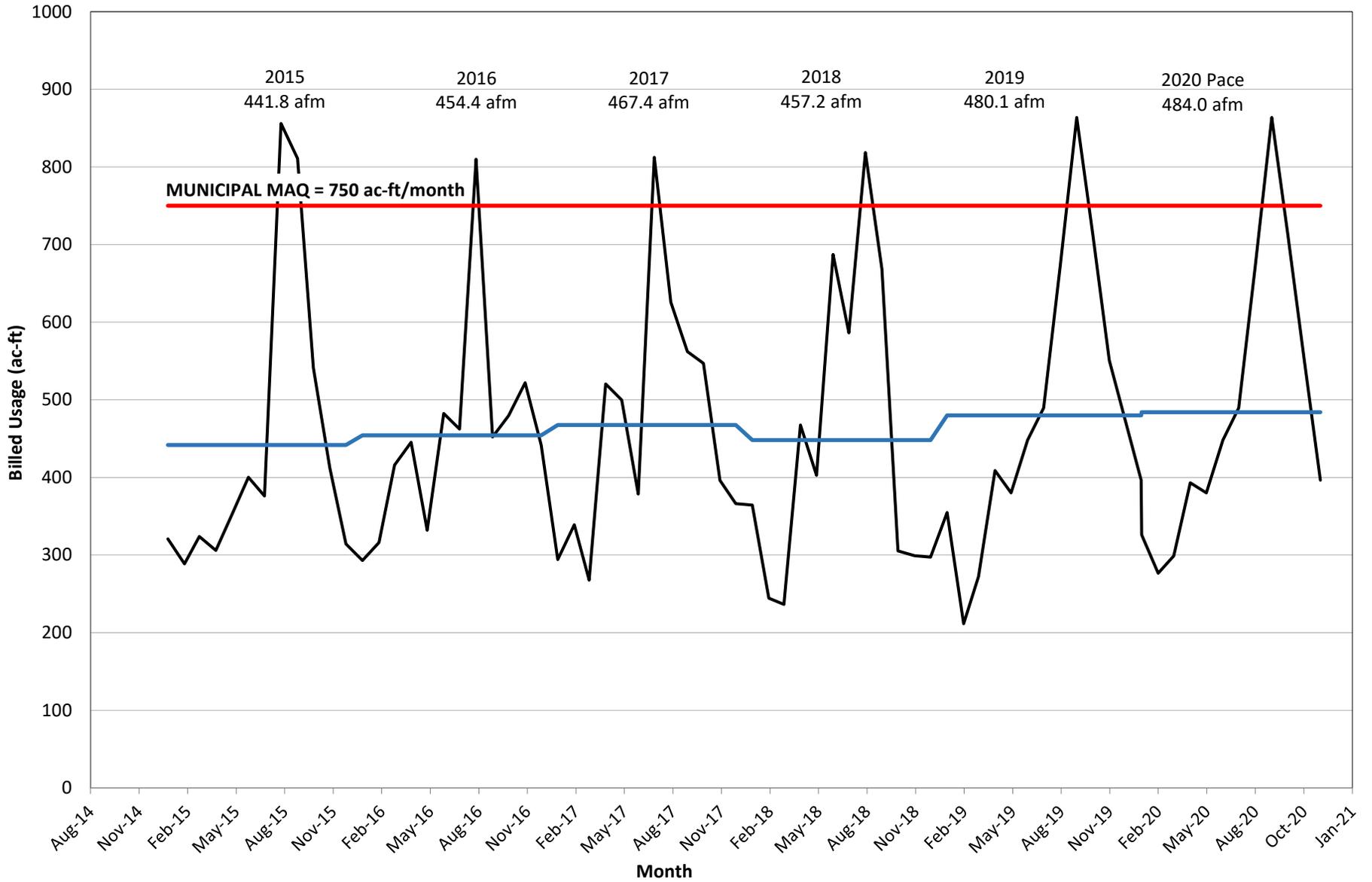
RWL 2 Pump Station Tie-In

WTCPUA Total Wastewater Flow Projections

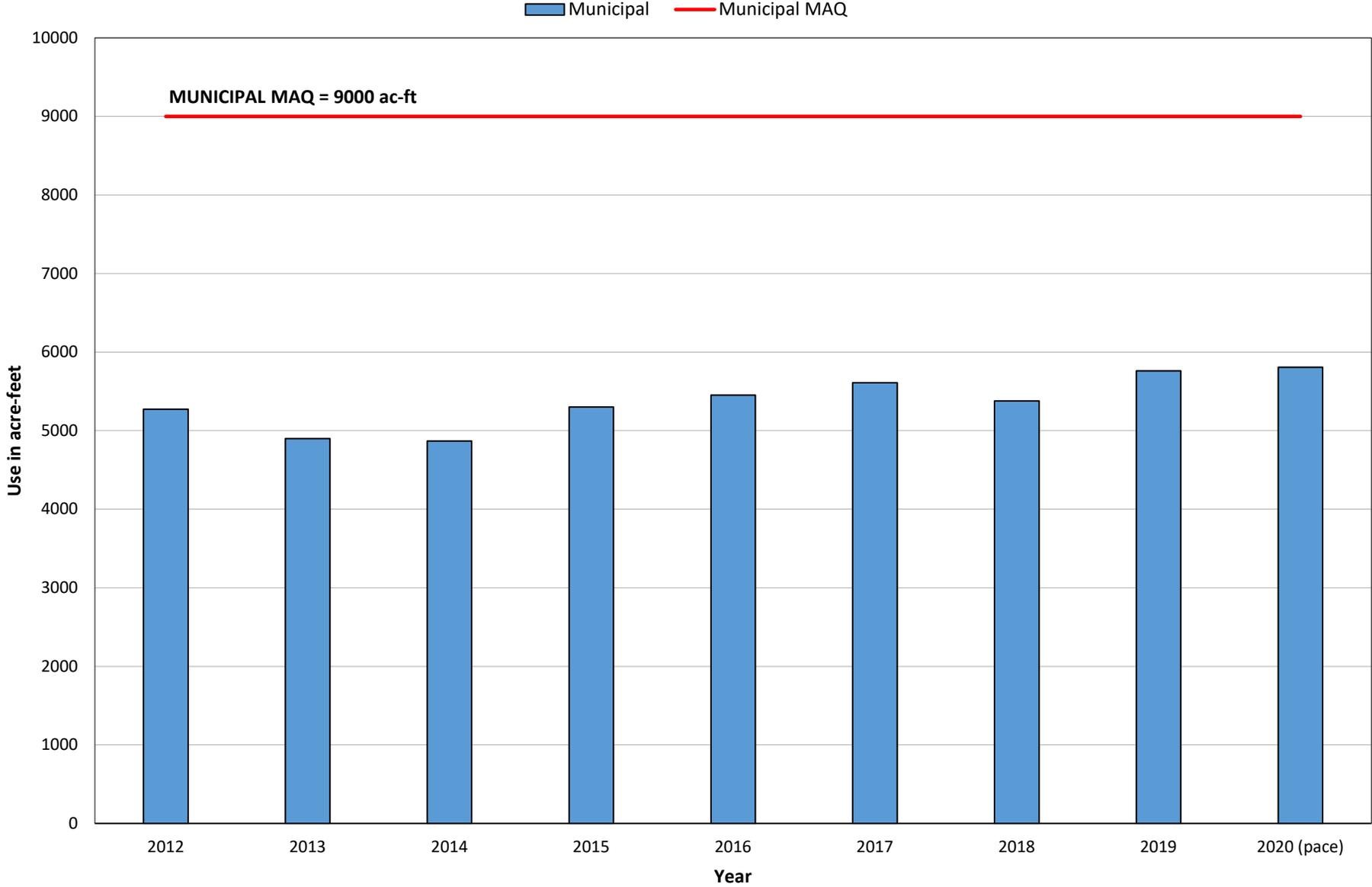


WTCPUA Municipal Raw Water Usage

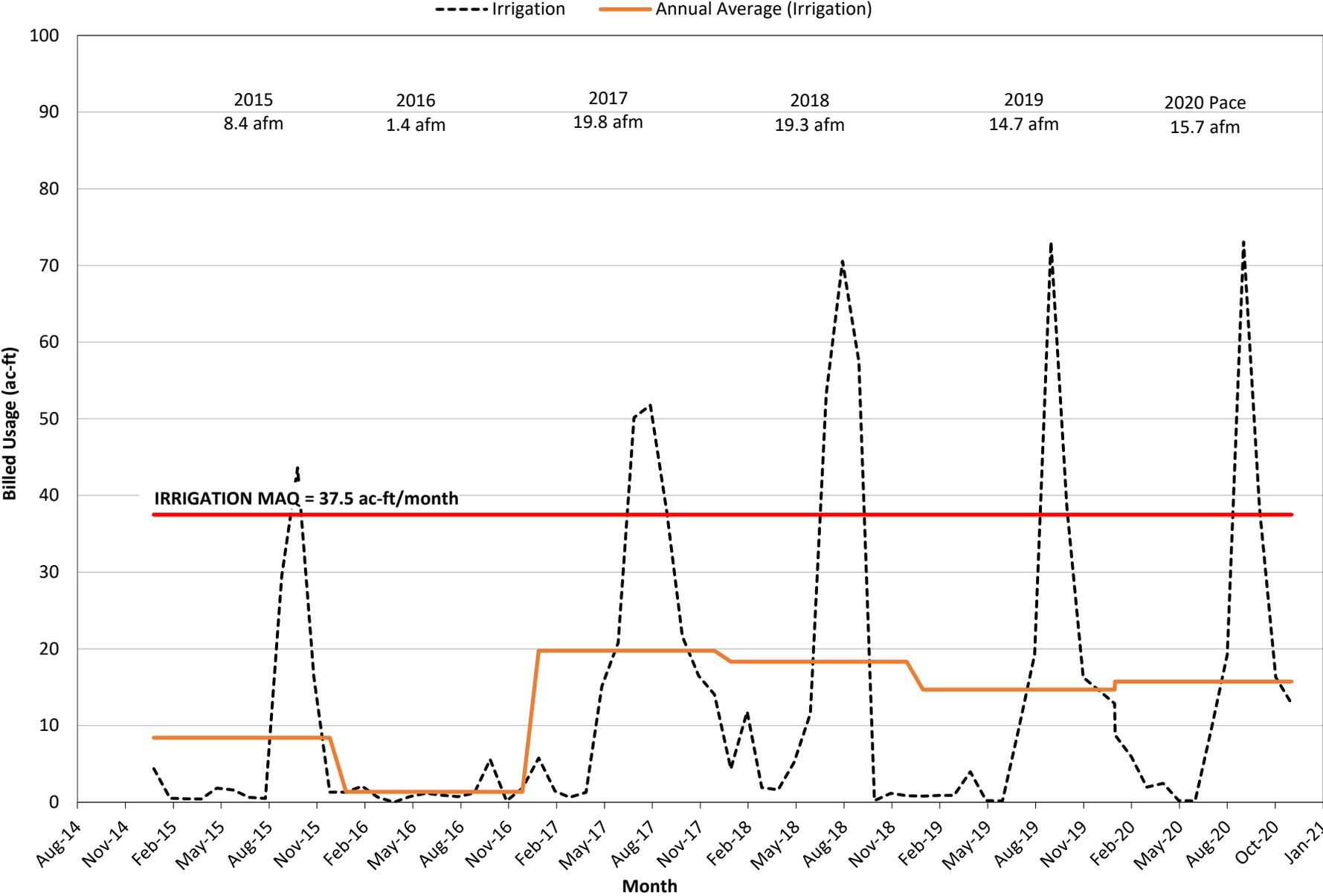
— Municipal — Annual Average (Municipal)



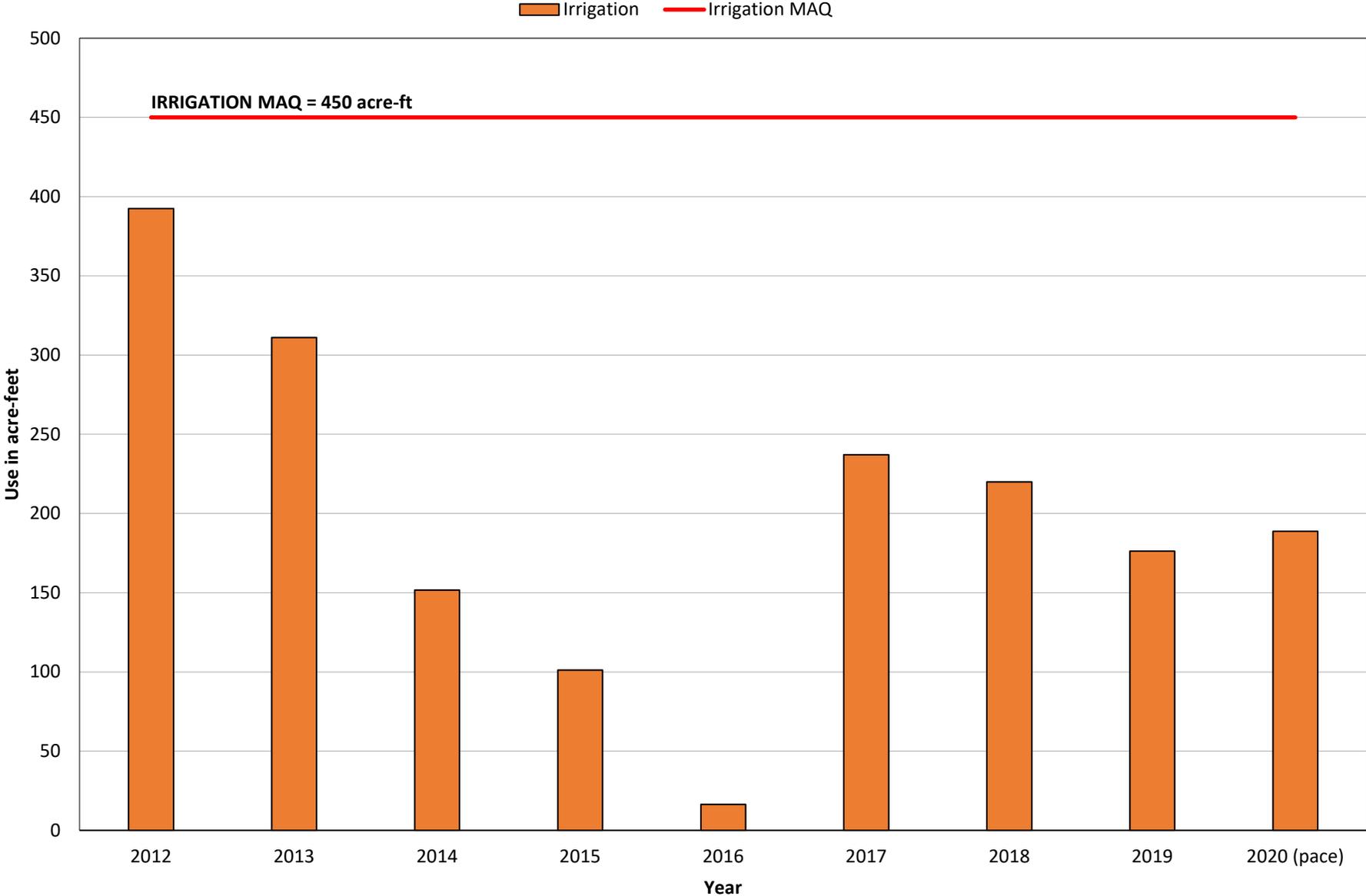
WTCPUA Annual Cumulative Municipal Raw Water Use



WTCPUA Irrigation Raw Water Usage



WTCPUA Annual Cumulative Irrigation Raw Water Use



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

WTCPUA Yearly Pond Levels (6/1/2020)



PRELIMINARY ENGINEERING REPORT
for the
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
WASTEWATER SOLIDS MANAGEMENT MASTER PLAN

Prepared for:

West Travis County Public Utility Agency
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
(512) 263-0100

Prepared by:

Murfee Engineering Company, Inc.
Texas Registered Firm No. F-353
1101 Capital of Texas Highway South
Building D, Suite 110
Austin, Texas 78746
(512) 327-9204



June 9, 2020

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 Parkway 7

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APPENDIX A – PROJECT LOCATION – PROPOSED EQUIPMENT LAYOUT AND SLUDGE

TRANSMISSION ALIGNMENTS

APPENDIX B – LIFE CYCLE COST ANALYSIS

APPENDIX C – EQUIPMENT SUPPLIER INFORMATION

1.0 EXECUTIVE SUMMARY

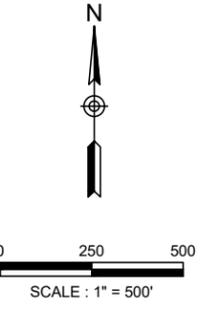
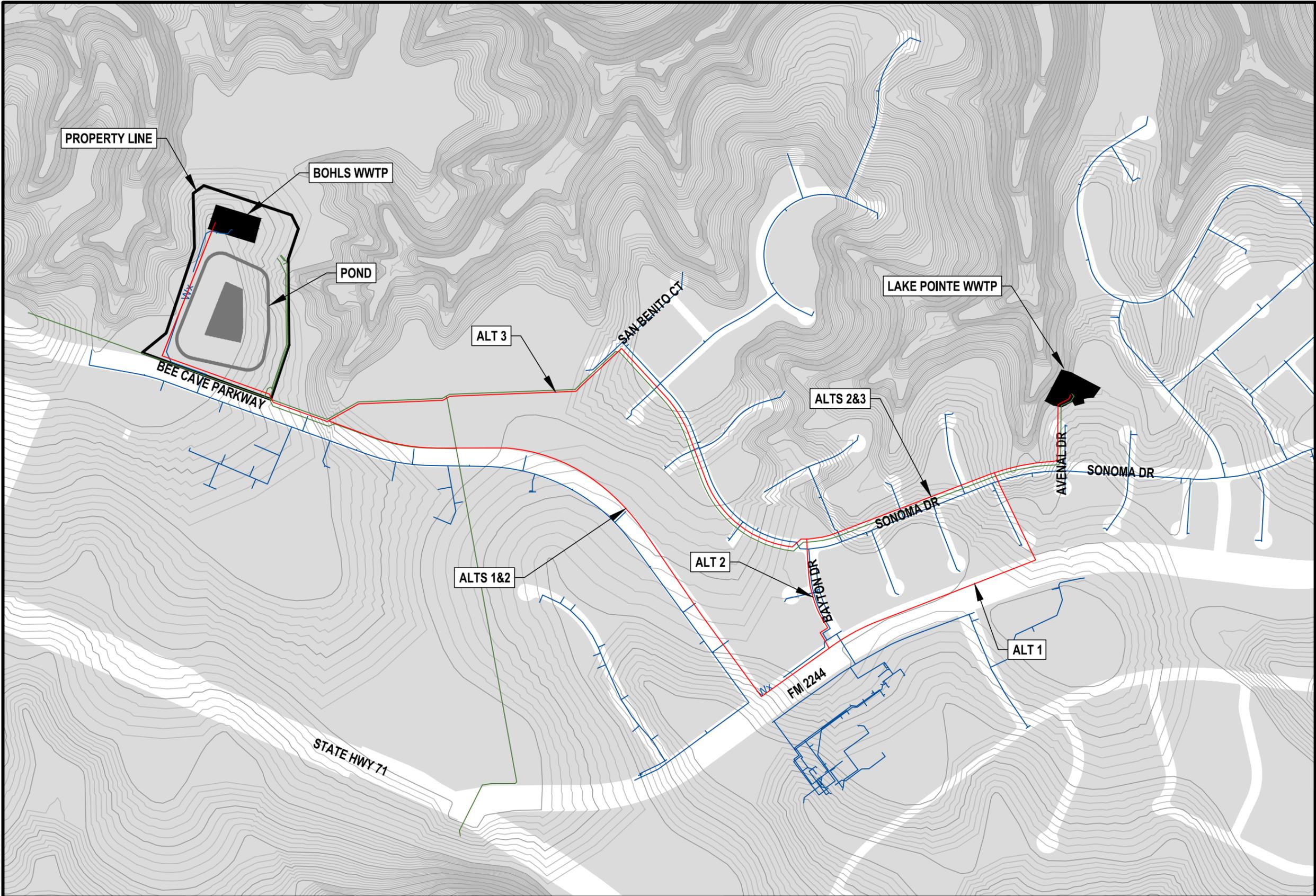
The West Travis County Public Utility Agency (PUA) owns and operates both the Bohls and Lake Pointe Wastewater Treatment Plants (WWTPs). Bohls has a current design capacity of 0.325 million gallons per day (MGD), but design of a 0.5 MGD expansion is currently underway and a second 0.5 MGD expansion is planned for an ultimate capacity of 1.325 MGD. Lake Pointe has a design capacity of 0.675 MGD and there are no plans to increase the capacity. Both WWTPs produce a waste stream of solids which is currently liquid hauled in batches. Bohls WWTP produces approximately 8,500 gallons per day (gpd) of sludge with a solids content of approximately 1%. Lake Pointe WWTP produces approximately 9,800 gpd at a similar solids content. Bohls WWTP hauling costs are \$235,000 and Lake Pointe \$270,000, annually. This is a significant portion of the operating budget for the plants. The primary objective of this project is to review options for reducing hauling costs through on-site sludge processing and consolidated management.

MEC has contacted a variety of equipment manufacturers and suppliers in an effort to determine the sludge thickening options. This effort was summarized in a memorandum dated February 12, 2020 with the recommendation to proceed with the project using a volute dewatering press as the basis of design for handling solids at the Bohls WWTP and a sludge pumping pipeline to transfer sludge from Lake Pointe to Bohls for processing.

Using the information provided through the pilot effort completed for the volute dewatering press and making some assumptions regarding annual costs, a life cycle cost analysis was completed in order to determine the 20-year life cycle savings associated with installing this equipment as well as the estimated break-even period. The capital cost associated with installing the dewatering system at Bohls WWTP is approximately \$2.3 million which yields a 20-year savings of approximately \$2.0 million and a pay-back period of about 12 years, given that only sludge produced at Bohls is processed through the dewatering equipment. Installing a sludge pumping station at Lake Pointe and transmission main between the two sites will cost an additional \$2.7 million, approximately, and yield a 20-year savings of approximately \$2.7 million with a pay-back period of about 11 years. These values indicate that this project represents a

significant savings for the PUA and a reduction of truck traffic in the area, with almost complete elimination of heavy truck traffic at Lake Pointe.

PLOT DATE: 5/22/2020 7:53 AM msweeney
 FILE PATH: W:\WTP\UAFacilities\Wastewater\Solids Management Master Plan\CAD\WW_SLUDGE_TRANSMISSION_ALIGNMENT_OPTIONS_EXHIBIT\EXHIBIT-DRAFT\WWSMMP-Pumped Sludge Line-200206.dwg



- EXISTING WATER LINES
- EXISTING EFFLUENT MAIN
- PROPOSED SLUDGE LINE

NOTE:

1. EXISTING GROUND ELEVATIONS GENERATED FROM LIDAR.

DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 DATE: April 9, 2020



1101 CAPITAL OF TEXAS HIGHWAY SOUTH
 BUILDING D, SUITE 110
 AUSTIN, TEXAS 78746
 (512) 327-9204
 TEXAS REGISTERED ENGINEERING FIRM F-353

WASTEWATER SLUDGE MANAGEMENT MASTER PLAN
 CITY OF BEE CAVE, TEXAS
LAKE POINTE WWTP SLUDGE TRANSMISSION MAIN
ALTERNATIVE ALIGNMENTS

ITEM D



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
Regional Water Treatment Plant

Operations Report

June 9, 2020

All TCEQ compliance parameters were within State limits during the month of May 2020. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

Water and Waste Water Process Summary: May, 2020

Water Treatment Plant	Actual
AVG Raw Water	9.137 MGD
AVG Treated Water	8.723 MGD
PEAK Treated Water	11.665 MGD
AVG CFE Turbidity	0.05NTU
AVG Chlorine	3.43 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.470 MGD	0.675 MGD
MAX Flow	0.650 MGD	
AVG CBOD	1.00 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.07 mg/l	2 mg/L
AVG Turbidity	1.03 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.321 MGD	0.325 MGD
MAX Flow	0.406 MGD	
AVG CBOD	2.63 mg/l	5 mg/L
AVG Fec.Coli	1.13 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.34 mg/l	3 mg/L

WTCPUA Effluent Irrigation Effluent Ponds Weekly Operating Report

Week of: June 8 2020

Average Wastewater Flows:	Lake Pointe	0.474	MGD
	Bohls	0.328	MGD
	TOTAL	0.802	MGD

Pond Level Readings:	Spillman	10.50	ft	Read Date: 6/8/2020
	Bohls	35.00	ft	

Current Pond Capacities	Spillman	37%	Full
	Bohls	70%	Full

Combined Capacity:	57%	Full
Last Weeks Combined	58%	Full

Milestone Combined Capacity Levels:

Minimum Level	5%
Mandatory Irrigation	Above Trigger Level
Trigger Level	73%
Maximum Management Level	85%
Permit Level	100%

Current Operating Conditions:	Normal Irrigation Conditions
	CCNG on Bohls Service

Target Maintenance Flows:

Spanish Oaks:	0.321	MGD
Falconhead:	0.385	MGD
Falconhead HOA:	0.096	MGD

Previous Week Usage:	0.802		
		Effluent	Raw Water
	Spanish Oaks:	0.245 MGD	0.000 MGD
	Falcon Head:	0.351 MGD	
	Falcon Head HOA:	0.126 MGD	
	TOTAL	0.723 MGD	

Year to Date Usage:	Effluent		Raw	
	Spanish Oaks:	184.7 Mgal	Spanish Oaks	ac-ft
	Falcon Head:	369.2 Mgal	Total	ac-ft
	Falcon Head HOA:	53.7 Mgal	MAQ 450	ac-ft

By: Bubba Harkrider **Date:** 6/8/2020

ELECTROMECHANICAL REPORT

JUNE 2020

Water Treatment Plant

- High Service Pump #3 – Pump Control Valve- completed.
- Unit #3 Filter #4 Effluent Actuator – Troubleshoot “fail to Close” alarm condition. Adjusted potentiometer to correct.
- Unit #2 Air Compressor – Troubleshoot condensate auto-drain. Found to be leaking by, device ordered.
- Fab Shop Air Compressor – Installed condensate drain.
- Unit #1 Waste Actuator – Adjusted limit switch to resolve under-travel.

Raw Water Intake

- Pump #5 was taken offline for an inspection of the pump and motor. Motor has been installed on Pump #4. While motor #5 is under inspection.
- Pump #3 having vibration issues, currently working with specialist to determine root cause and repair. In process
- Rehab and conversion of meter building into Bayox building underway 95% complete.
- Replaced door hasps and locks on buildings.
- Troubleshoot Pump #1 fail to run. Replaced aux. time delay contact.

Pump Station #1

- Pump #1 Pump Control Valve replacement is in process.

Pump Station #4

- Pump #2 – Repair made to pump control valve pilot system.
- Pump #4- Troubleshoot pump failure, reset program on controller.

Pump Station #5

- Replaced UPS and fuse in control panel for transmission line Cla-Val.
- Pump #1 – Complete rebuild minus impeller.

Elevated Storage Tank #2

- Responded to “no power” after hours; utility transformer had failed and was replaced by provider.

Lift Station #4

- Pump #2 – Replaced pump discharge adapter.

Lift Station #10

- Replacement pump ordered (Pump #2).

Lift Station #12

- Remote Monitor – Replaced after power outages damaged existing unit.

Lift Station #14

- Pump #2 - Check Valve is failing; replacement has been ordered.
- Adjusted start time delay relay's for pumps #3 & #4; to control flow to the Bohls WWTP.
- Replaced level transducer.

Lift Station #15

- Generator fuel system treated for bacterial growth.
- Performed Electrical Survey PM.

Lift Station #18

- Replace discharge seal on Pump #2.

Lakepoint WWTP

- Effluent Pump#3 – Troubleshoot Pump Control Valve failure; In process.

Bohls WWTP

- Installed circuitry for generator battery charger and replaced faulty control breaker.
- Effluent pump station – Troubleshoot control power failure; found damaged wire in conduit repaired wire and returned to service.
- Filter #1 – Reset Backwash pump drive after power outage.
- Minor PM on automatic gate.

Spillman Pump Skid

- Performed Electrical survey PM and cleared sensing lines.

ITEM E

West Travis County Public Utility Agency Billing Summary Report



**This report contains estimates of monthly billing data based upon information at the time of report preparation. This report is not based upon audited information. Additionally, monthly billing adjustments may not be reflected on this report. This is prepared for trending purposes only. For final billed revenues net of adjustments, please see the monthly financial statements.*



**Summary of Retail Billed Revenues
Water Utility**

Bee Cave District	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
	4/10-5/10	5/11-6/11	6/12-7/10	7/11-8/10	8/11-9/10	9/11-10/10	10/11-11/08	11/9-12/10	12/11-1/10	1/11-2/11	2/12-3/11	3/12-4/9	
Commercial Water	\$ 27,575	\$ 28,710	\$ 24,923	\$ 29,050	\$ 41,859	\$ 38,641	\$ 29,051	\$ 28,606	\$ 25,724	\$ 26,736	\$ 24,833	\$ 20,829	\$ 346,536
Commercial Base Water	24,241	24,237	24,130	24,268	24,396	24,140	20,521	20,524	20,553	20,554	20,546	20,528	\$ 268,638
Fire Hydrant Water	2,098	2,441	4,529	15,241	19,187	11,975	6,132	5,159	5,306	4,838	11,012	4,307	\$ 92,224
Multi Use Water	53,682	55,032	50,742	55,480	58,602	55,775	41,782	44,148	42,740	44,577	41,409	38,322	\$ 582,290
Residential Base Water	130,647	131,166	131,504	131,807	132,249	132,407	100,668	100,892	100,968	101,075	101,070	101,188	\$ 1,395,640
Residential Water	208,787	245,217	315,492	538,237	721,187	544,841	251,758	172,931	146,906	130,424	115,894	139,430	\$ 3,531,106
Irrigation Water	35,321	53,427	83,625	111,797	196,420	228,833	110,923	44,220	29,233	28,129	23,096	29,423	\$ 974,447
TOTALS	\$ 482,350	\$ 540,231	\$ 634,945	\$ 905,881	\$ 1,193,900	\$ 1,036,613	\$ 560,835	\$ 416,480	\$ 371,429	\$ 356,332	\$ 337,859	\$ 354,026	\$ 7,190,880

Bee Cave South	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
	5/1-5/30	5/31-6/28	6/29-7/30	7/31-8/30	9/1-9/30	10/1-10/30	10/31-11/27	11/28-12/27	12/28-1/28	1/29-2/25	2/26-3/26	3/27-4/24	
Commercial Water	\$ 22,951	\$ 26,381	\$ 33,249	\$ 35,902	\$ 30,535	\$ 20,466	\$ 17,578	\$ 16,759	\$ 20,636	\$ 15,065	\$ 16,330	\$ 11,528	\$ 267,379
Commercial Base Water	7,325	7,580	8,005	8,756	8,877	7,038	7,035	7,038	7,038	6,853	6,705	6,853	\$ 89,103
Fire Hydrant Water	4,728	4,609	14,363	54,611	18,146	23,769	7,136	3,756	3,282	3,009	3,900	2,601	\$ 143,910
Residential Base Water	79,824	80,137	80,502	80,355	80,448	58,388	58,403	58,508	58,664	58,949	59,437	59,675	\$ 813,291
Residential Water	84,775	100,624	172,595	260,470	201,337	125,789	75,406	72,293	65,493	59,995	66,551	79,054	\$ 1,364,381
TOTALS	\$ 199,603	\$ 219,331	\$ 308,714	\$ 440,094	\$ 339,344	\$ 235,450	\$ 165,559	\$ 158,353	\$ 155,113	\$ 143,871	\$ 152,922	\$ 159,712	\$ 2,678,064

Homestead / Meadow Fox	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
	4/19-5/17	5/18-6/18	6/19-7/18	7/19-8/20	8/21-9/20	9/21-10/21	10/22-11/18	11/19-12/16	12/17-1/13	1/14-2/11	2/12-3/11	3/12-4/9	
Residential Base Water	\$ 5,830	\$ 6,950	\$ 6,749	\$ 6,977	\$ 6,977	\$ 7,032	\$ 5,162	\$ 5,162	\$ 5,162	\$ 5,162	\$ 5,161	\$ 5,162	\$ 71,484
Residential Water	6,966	8,838	12,527	19,432	16,691	11,765	5,659	5,245	5,014	4,242	4,481	5,069	\$ 105,930
TOTALS	\$ 12,796	\$ 15,788	\$ 19,276	\$ 26,409	\$ 23,669	\$ 18,797	\$ 10,821	\$ 10,406	\$ 10,176	\$ 9,403	\$ 9,642	\$ 10,231	\$ 177,414

290 / HPR	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
	4/19-5/20	5/21-6/19	6/20-7/19	7/20-8/20	8/21-9/20	9/21-10/21	10/22-11/22	11/23-12/20	12/21-1/22	1/23-2/21	2/22-3/24	3/25-4/22	
Commercial Water	\$ 3,882	\$ 3,636	\$ 4,178	\$ 6,566	\$ 6,809	\$ 11,537	\$ 5,022	\$ 6,589	\$ 4,109	\$ 3,916	\$ 3,922	\$ 2,420	\$ 62,583
Commercial Base Water	3,503	3,554	3,527	3,544	3,527	3,527	2,967	2,956	2,956	2,964	3,008	3,030	\$ 39,062
Fire Hydrant Water	60,302	71,283	45,101	53,069	32,475	22,945	10,332	6,528	11,026	5,519	6,010	3,331	\$ 327,920
Residential Base Water	129,613	129,965	131,347	132,852	134,192	135,353	104,734	105,163	106,062	107,161	108,002	108,291	\$ 1,432,735
Residential Water	163,023	233,345	303,869	569,426	531,579	364,754	163,797	115,651	117,397	100,499	134,921	147,788	\$ 2,946,051
Irrigation Water	28,295	39,358	40,130	45,315	69,382	51,246	13,168	7,158	4,963	3,850	7,143	8,694	\$ 318,701
TOTALS	\$ 388,619	\$ 481,140	\$ 528,151	\$ 810,771	\$ 777,964	\$ 589,362	\$ 300,020	\$ 244,044	\$ 246,513	\$ 223,910	\$ 263,005	\$ 273,554	\$ 5,127,053

GRAND TOTALS	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Commercial Water	\$ 54,409	\$ 58,727	\$ 62,349	\$ 71,518	\$ 79,204	\$ 70,644	\$ 51,651	\$ 51,953	\$ 50,468	\$ 45,716	\$ 45,084	\$ 34,777	\$ 676,498
Commercial Base Water	35,069	35,371	35,662	36,568	36,800	34,705	30,522	30,518	30,547	30,371	30,259	30,411	\$ 396,803
Fire Hydrant Water	67,128	78,332	63,994	122,921	69,808	58,689	23,600	15,442	19,614	13,366	20,921	10,239	\$ 564,054
Multi Use Water	53,682	55,032	50,742	55,480	58,602	55,775	41,782	44,148	42,740	44,577	41,409	38,322	\$ 582,290
Residential Base Water	345,913	348,219	350,101	351,990	353,867	333,180	268,967	269,724	270,855	272,347	273,670	274,315	\$ 3,713,150
Residential Water	463,552	588,024	804,483	1,387,564	1,470,795	1,047,150	496,622	366,119	334,811	295,160	321,847	371,342	\$ 7,947,468
Irrigation Water	63,616	92,785	123,755	157,112	265,802	280,079	124,091	51,379	34,196	31,979	30,238	38,116	\$ 1,293,148
TOTALS	\$ 1,083,369	\$ 1,256,490	\$ 1,491,086	\$ 2,183,155	\$ 2,334,877	\$ 1,880,221	\$ 1,037,235	\$ 829,282	\$ 783,230	\$ 733,515	\$ 763,428	\$ 797,522	\$ 15,173,410



**Summary of Retail Billed Revenues
Wastewater Utility**

Bee Cave District	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Commercial Sewer	\$ 61,212	\$ 60,156	\$ 58,735	\$ 63,251	\$ 68,976	\$ 65,901	\$ 53,829	\$ 54,805	\$ 51,501	\$ 53,590	\$ 52,153	\$ 47,500	\$ 691,609
Multi Use Sewer	68,545	69,956	65,166	70,192	73,625	71,142	59,909	62,898	61,122	63,440	59,441	55,519	\$ 780,955
Grinder Surcharge	975	975	974	975	975	975	975	975	976	975	975	975	\$ 11,700
Residential Sewer	197,994	199,054	200,443	207,495	211,656	211,275	175,740	172,028	168,880	167,296	165,331	185,877	\$ 2,263,068
TOTALS	\$ 328,726	\$ 330,141	\$ 325,318	\$ 341,913	\$ 355,233	\$ 349,293	\$ 290,452	\$ 290,706	\$ 282,479	\$ 285,301	\$ 277,900	\$ 289,870	\$ 3,747,332



Summary of Retail Billed Revenues
Other Fees (466-Reg, Pen & Capital)
 (477-Reg, Pen & Drainage)

	May	June	July	August	September	October	November	December	January	February	March	April
Bee Cave	\$ 11,866	\$ 9,589	\$ 10,720	\$ 10,468	\$ 11,978	\$ 14,010	\$ 20,070	\$ 19,396	\$ 6,710	\$ 3,854	\$ 4,190	\$ 4,827
Bee Cave South	2,587	3,783	2,823	3,925	4,358	4,055	2,236	2,871	1,239	989	2,598	2,715
Homestead / Meadow Fox	4,506	4,561	4,473	4,386	4,491	4,641	4,508	4,445	4,503	4,372	4,356	4,564
290 / HPR	5,437	7,548	6,615	7,872	9,322	11,329	6,396	5,727	7,681	7,030	9,499	9,573
TOTALS	\$ 24,396	\$ 25,480	\$ 24,631	\$ 26,651	\$ 30,149	\$ 34,035	\$ 33,210	\$ 32,438	\$ 20,132	\$ 16,244	\$ 20,643	\$ 21,680



**Summary of Retail Billed Revenues
NON PUA Revenue**

Hays MUD 4	May	June	July	August	September	October	November	December	January	February	March	April
Sewer	\$ 7,422	\$ 7,326	\$ 7,556	\$ 7,732	\$ 7,799	\$ 7,641	\$ 7,185	\$ 7,149	\$ 7,160	\$ 6,910	\$ 7,587	\$ 7,652
TOTALS	\$ 7,422	\$ 7,326	\$ 7,556	\$ 7,732	\$ 7,799	\$ 7,641	\$ 7,185	\$ 7,149	\$ 7,160	\$ 6,910	\$ 7,587	\$ 7,652

TC MUD 16	May	June	July	August	September	October	November	December	January	February	March	April
Sewer	\$ 25,092	\$ 25,924	\$ 26,585	\$ 27,777	\$ 27,896	\$ 28,087	\$ 26,178	\$ 24,978	\$ 25,249	\$ 24,425	\$ 27,340	\$ 26,178
TOTALS	\$ 25,092	\$ 25,924	\$ 26,585	\$ 27,777	\$ 27,896	\$ 28,087	\$ 26,178	\$ 24,978	\$ 25,249	\$ 24,425	\$ 27,340	\$ 26,178



Wholesale, Raw Water and Effluent Billed Revenues

Wholesale Water

Revenue	May 5/16-6/14	June 6/15-7/15	July 7/16-8/15	August 8/16-9/16	September 9/17-10/15	October 10/16-11/15	November 11/16-12/15	December 12/15-1/15	January 1/16-2/14	February 2/15-3/16	March 3/17-4/15	April 4/16-5/15
Barton Creek West	\$ 28,574	\$ 34,243	\$ 42,903	\$ 47,356	\$ 37,846	\$ 26,386	\$ 22,487	\$ 20,961	\$ 19,514	\$ 21,309	\$ 22,182	\$ 28,528
Headwaters	\$ 18,839	\$ 20,373	\$ 23,537	\$ 25,316	\$ 23,491	\$ 23,852	\$ 22,681	\$ 21,391	\$ 21,382	\$ 21,609	\$ 22,269	\$ 23,906
City of Dripping Springs (Blue Blazes)	\$ 432	\$ 432	\$ 432	\$ 439	\$ 432	\$ 1,764	\$ 1,764	\$ 1,764	\$ 1,764	\$ 1,764	\$ 1,764	\$ 1,765
Crystal Mountain HOA	\$ 4,596	\$ 5,589	\$ 7,001	\$ 7,430	\$ 6,398	\$ 5,164	\$ 4,657	\$ 4,237	\$ 4,073	\$ 4,075	\$ 4,158	\$ 5,501
Deer Creek Ranch	\$ 15,606	\$ 17,254	\$ 19,255	\$ 21,149	\$ 18,597	\$ 17,656	\$ 15,834	\$ 15,595	\$ 15,933	\$ 16,200	\$ 17,413	\$ 18,857
Dripping Springs WSC	\$ 47,952	\$ 41,480	\$ 58,701	\$ 67,728	\$ 59,411	\$ 48,598	\$ 40,829	\$ 35,015	\$ 32,705	\$ 30,198	\$ 29,700	\$ 40,591
Eanes ISD	\$ 1,344	\$ 1,390	\$ 1,524	\$ 2,155	\$ 1,935	\$ 1,473	\$ 1,421	\$ 1,239	\$ 1,383	\$ 1,234	\$ 988	\$ 1,120
Graham Mortgage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hays WCID 1	\$ 37,834	\$ 41,409	\$ 51,505	\$ 54,069	\$ 46,407	\$ 37,668	\$ 30,774	\$ 29,302	\$ 35,078	\$ 29,559	\$ 31,553	\$ 37,374
Hays WCID 2	\$ 37,932	\$ 43,756	\$ 53,424	\$ 56,244	\$ 50,684	\$ 45,873	\$ 36,937	\$ 35,478	\$ 35,889	\$ 36,033	\$ 38,793	\$ 45,824
Hudson	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lazy Nine 1A	\$ 30,934	\$ 39,236	\$ 54,788	\$ 57,989	\$ 51,008	\$ 54,065	\$ 46,259	\$ 47,376	\$ 45,133	\$ 45,148	\$ 48,592	\$ 54,420
Sweetwater						\$ 867	\$ 860	\$ 861	\$ 860	\$ 1,024	\$ 1,325	\$ 1,410
Masonwood	\$ 13,913	\$ 15,132	\$ 18,596	\$ 21,004	\$ 18,401	\$ 18,268	\$ 16,044	\$ 14,664	\$ 14,836	\$ 15,011	\$ 15,709	\$ 18,797
Reunion Ranch	\$ 18,320	\$ 22,674	\$ 28,998	\$ 32,063	\$ 28,542	\$ 26,039	\$ 17,148	\$ 16,400	\$ 16,420	\$ 16,359	\$ 18,745	\$ 24,543
Senna Hills	\$ 16,593	\$ 18,895	\$ 23,654	\$ 25,407	\$ 22,512	\$ 18,238	\$ 15,095	\$ 14,000	\$ 13,634	\$ 13,522	\$ 15,222	\$ 18,112
Travis County MUD 12	\$ 52,604	\$ 56,796	\$ 67,940	\$ 72,004	\$ 70,011	\$ 77,785	\$ 70,840	\$ 69,253	\$ 71,543	\$ 71,486	\$ 75,116	\$ 85,353
Rim Rock Rutherford (City of Dripping Springs) Driftwood Ranch				\$ 4,886	\$ 4,121	\$ 3,041	\$ 3,414	\$ 4,373	\$ 3,989	\$ 4,000	\$ 4,621	\$ 5,773
Driftwood Creek (The Salt Lick)					\$ 42	\$ 2,138	\$ 688	\$ 1,196	\$ 1,157	\$ 1,111	\$ 838	\$ 778
TOTALS	\$ 325,471	\$ 358,658	\$ 452,258	\$ 495,236	\$ 439,837	\$ 408,877	\$ 347,732	\$ 333,107	\$ 335,294	\$ 329,642	\$ 348,988	\$ 412,651

Wholesale Wastewater

Revenue	May	June	July	August	September	October	November	December	January	February	March	April
Masonwood Wastewater	\$ 31,493	\$ 31,761	\$ 31,883	\$ 33,144	\$ 31,883	\$ 41,227	\$ 41,369	\$ 40,908	\$ 39,605	\$ 40,694	\$ 41,097	\$ 41,920
WCID 17 Wastewater	32,767	31,723	32,075	33,163	31,370	30,049	30,013	30,110	29,896	30,085	30,901	30,870
TOTALS	\$ 64,260	\$ 63,483	\$ 63,958	\$ 66,306	\$ 63,253	\$ 71,276	\$ 71,383	\$ 71,018	\$ 69,501	\$ 70,779	\$ 71,998	\$ 72,790

Effluent/Raw Water/Raw Water Delivery

Revenue	May	June	July	August	September	October	November	December	January	February	March	April
Brinker Texas (Chillis) Effluent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CCNG Effluent / Raw	11,083	19,617	40,985	39,491	31,960	16,807	16,811	20,689	14,349	8,987	7,617	18,082
Connell Falconhead Apts	2,232	3,136	3,868	4,061	4,661	5,244	1,493	2,195	639	1,286	957	322
Falconhead HOA (Spillman) Effluent	5,283	5,190	5,510	7,220	6,074	5,345	3,453	2,221	2,195	1,656	2,451	2,513
Fire Phoenix (Falconhead Golf) Effluent	34,398	23,676	45,851	40,085	25,542	16,224	15,972	12,229	11,460	40,834	41,879	23,547
First Star Bank Effluent	127	358	160	456	382	314	20	24	20	16	20	16
Lake Travis ISD Effluent / Raw	238	255	284	284	740	715	659	711	500	445	504	508
WTCMUD3 Raw Water Delivery Charge	525	1,187	2,255	1,997	1,364	554	551	9	556	-	-	-
Embrey Partners (Estates at Bee Ca)	871	1,130	580	2,256	1,229	2,116	603	4	8	8	8	8
Ash Creek Homes (Wildwood)	1,254	2,055	2,306	2,548	1,710	1,032	1,223	699	191	429	1,247	2,045
M Robinson Jewelers	127	247	173	838	580	873	449	397	171	917	758	1,596
PFP Falconhead Retail, LLC.	407	629	863	1,829	1,504	639	234	171	127	234	254	441
TOTALS	\$ 56,545	\$ 57,478	\$ 102,835	\$ 101,065	\$ 75,745	\$ 49,863	\$ 41,468	\$ 39,349	\$ 30,215	\$ 54,811	\$ 55,696	\$ 49,076

GRAND TOTAL	\$ 446,277	\$ 479,620	\$ 619,051	\$ 662,607	\$ 578,835	\$ 530,016	\$ 460,582	\$ 443,474	\$ 435,009	\$ 455,232	\$ 476,681	\$ 534,517
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Summary of Total Billed Revenues - PUA Revenues Only

Water Utility	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Retail Water	\$ 1,083,369	\$ 1,256,490	\$ 1,491,086	\$ 2,183,155	\$ 2,334,877	\$ 1,880,221	\$ 1,037,235	\$ 829,282	\$ 783,230	\$ 733,515	\$ 763,428	\$ 797,522	\$ 15,173,410
Wholesale Water	325,471	358,658	452,258	495,236	439,837	408,877	347,732	333,107	335,294	329,642	348,988	412,651	\$ 4,587,752
TOTAL	\$ 1,408,840	\$ 1,615,148	\$ 1,943,345	\$ 2,678,391	\$ 2,774,714	\$ 2,289,098	\$ 1,384,967	\$ 1,162,390	\$ 1,118,524	\$ 1,063,157	\$ 1,112,416	\$ 1,210,173	\$ 19,761,162

Wastewater Utility	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Retail Wastewater	\$ 328,726	\$ 330,141	\$ 325,318	\$ 341,913	\$ 355,233	\$ 349,293	\$ 290,452	\$ 290,706	\$ 282,479	\$ 285,301	\$ 277,900	\$ 289,870	\$ 3,747,332
Wholesale Wastewater	64,260	63,483	63,958	66,306	63,253	71,276	71,383	71,018	69,501	70,779	71,998	72,790	\$ 820,005
TOTAL	\$ 392,986	\$ 393,624	\$ 389,276	\$ 408,220	\$ 418,486	\$ 420,570	\$ 361,835	\$ 361,723	\$ 351,980	\$ 356,080	\$ 349,898	\$ 362,660	\$ 4,567,337

Other	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Other Fees - Retail	\$ 24,396	\$ 25,480	\$ 24,631	\$ 26,651	\$ 30,149	\$ 34,035	\$ 33,210	\$ 32,438	\$ 20,132	\$ 16,244	\$ 20,643	\$ 21,680	\$ 309,690
Raw Water/Effluent	56,545	57,478	102,835	101,065	75,745	49,863	41,468	39,349	30,215	54,811	55,696	49,076	\$ 714,144
TOTAL	\$ 80,941	\$ 82,958	\$ 127,466	\$ 127,716	\$ 105,894	\$ 83,898	\$ 74,678	\$ 71,787	\$ 50,347	\$ 71,055	\$ 76,339	\$ 70,756	\$ 1,023,834

GRAND TOTAL	\$ 1,882,768	\$ 2,091,731	\$ 2,460,086	\$ 3,214,326	\$ 3,299,094	\$ 2,793,565	\$ 1,821,480	\$ 1,595,900	\$ 1,520,851	\$ 1,490,292	\$ 1,538,652	\$ 1,643,589	\$ 25,352,334
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**Summary of Total Billed Consumption (1,000 Gallons)
Water Utility**

Retail Water	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Bee Cave	42,078	48,212	56,756	81,504	103,424	89,965	56,217	42,744	37,524	35,721	33,229	35,680	663,054
Bee Cave South	17,213	19,171	28,600	39,919	32,272	25,282	16,233	15,429	15,967	13,386	15,616	16,098	255,186
Homestead / Meadow Fox	1,007	1,442	1,767	2,599	2,351	1,847	1,071	986	976	858	897	1,015	16,816
HPR / 290	31,141	41,113	48,342	74,380	71,441	54,443	30,348	22,386	22,717	19,844	24,665	27,359	468,179
Total Retail	91,439	109,938	135,465	198,402	209,488	171,537	103,869	81,545	77,184	69,809	74,407	80,152	1,403,235

Wholesale Water	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Barton Creek West	7,915	10,267	13,861	15,708	11,762	8,184	6,224	5,458	4,730	5,632	6,071	9,260	105,072
City of Dripping Springs (Blue Blazes)	-	-	-	4	-	-	-	-	-	-	-	1	5
Headwaters	2,139	2,977	4,706	5,678	4,681	3,334	2,669	1,936	1,931	2	2,435	3,365	35,853
Crystal Mountain HOA	985	1,399	1,987	2,166	1,736	1,328	1,072	860	777	778	820	1,498	15,406
Deer Creek Ranch	4,570	5,575	6,795	7,950	6,394	4,962	3,771	3,615	3,836	4,010	4,803	5,747	62,028
Dripping Springs WSC	19,431	15,532	25,906	31,344	26,334	20,150	14,936	11,034	9,484	7,801	7,467	14,776	204,195
Eanes ISD	362	389	468	839	710	444	407	278	380	274	100	193	4,844
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-
Hays WCID 1	10,976	13,067	18,971	20,470	15,989	12,613	8,136	7,180	10,931	7,347	8,642	12,422	146,744
Hays WCID 2	10,531	13,580	18,642	20,118	17,207	13,382	7,966	7,082	7,331	7,418	9,091	13,352	145,700
Hudson	-	-	-	-	-	-	-	-	-	-	-	-	-
Lazy Nine 1A	9,836	14,150	23,140	24,990	20,955	13,542	9,229	9,846	8,607	8,615	10,518	13,738	167,166
Sweetwater	-	-	-	-	-	8	4	5	4	95	261	308	685
Masonwood	5,227	5,975	8,100	9,577	7,980	5,509	4,074	3,184	3,295	3,408	3,858	5,850	66,037
Reunion Ranch	6,774	9,090	12,454	14,084	12,211	9,696	4,307	3,854	3,866	3,829	5,275	8,789	94,229
Senna Hills	5,344	6,765	9,703	10,785	8,998	6,042	4,053	3,360	3,128	3,057	4,133	5,962	71,330
Travis County MUD 12	11,424	13,847	20,289	22,638	21,486	13,338	8,769	7,725	9,231	9,194	11,582	18,317	167,840
Rim Rock Rutherford (City of Dripping Springs)	-	-	-	1,999	1,581	1,556	1,786	1,929	1,692	1,699	2,082	2,793	17,117
Driftwood Creek (The Salt Lick)	-	-	-	-	-	1,294	399	391	367	339	170	133	3,093
Total Wholesale	95,514	112,613	165,022	186,351	156,443	112,532	75,617	65,417	67,531	61,460	75,056	113,578	1,287,134

Effluent Water	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Brinker Texas, LP	-	-	-	-	-	-	-	-	-	-	-	-	-
CCNG Golf, LLC.	5,155	9,124	19,063	18,368	14,865	7,817	7,819	9,623	6,674	4,180	3,543	8,410	114,641
Connell Falconhead Apartments	543	763	941	988	1,134	1,321	376	553	161	324	241	81	7,426
FH Texas Management Co. LLC.	15,999	11,012	21,326	18,644	2,825	7,546	7,429	5,688	5,330	18,311	18,780	10,559	143,449
First State Bank	31	87	39	111	93	79	5	6	5	4	5	4	469
Lake Travis ISD	58	62	69	69	180	180	166	179	126	112	127	128	1,456
Spillman Ranch Communities Inc.	2,457	2,414	2,563	3,358	11,880	2,486	1,606	1,033	1,021	770	1,140	1,169	31,897
Ash Creek Homes (Wildwood)	305	500	561	620	416	260	308	176	48	108	314	515	4,131
Embrey Partners (Estates at Bee Caves)	212	275	141	549	299	533	152	1	2	2	2	2	2,170
M Robinson Jewelers	31	60	42	204	141	220	113	100	43	231	191	402	1,778
PPF Falconhead Retail, LLC.	99	153	210	445	366	161	59	43	32	59	64	111	1,802
Total Wholesale	24,890	24,450	44,955	43,356	32,199	20,603	18,033	17,402	13,442	24,101	24,407	21,381	309,219

System Summary	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Total Retail	91,439	109,938	135,465	198,402	209,488	171,537	103,869	81,545	77,184	69,809	74,407	80,152	1,403,235
Total Wholesale	95,514	112,613	165,022	186,351	156,443	112,532	75,617	65,417	67,531	61,460	75,056	113,578	1,287,134
Effluent Water	24,890	24,450	44,955	43,356	32,199	20,603	18,033	17,402	13,442	24,101	24,407	21,381	309,219
TOTAL WATER	211,843	247,001	345,442	428,109	398,130	304,672	197,519	164,364	158,157	155,370	173,870	215,111	2,999,588

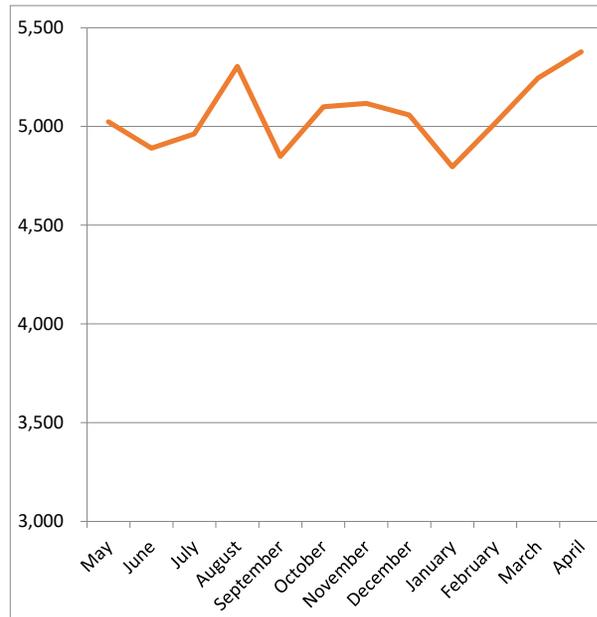
Retail Percent of Total	43%	45%	39%	46%	53%	56%	53%	50%	49%	45%	43%	37%	47%
Wholesale Percent of Total	45%	46%	48%	44%	39%	37%	38%	40%	43%	40%	43%	53%	43%



**Summary of Total Billed Consumption (1,000 Gallons)
Wholesale Wastewater**

Wholesale Wastewater	April	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Masonwood Wastewater	2,509	2,532	2,567	2,583	2,748	2,583	2,725	2,749	2,671	2,451	2,635	2,703	2,842	31,789
WCID 17 Wastewater	2,370	2,492	2,323	2,380	2,556	2,266	2,375	2,368	2,387	2,345	2,382	2,542	2,536	28,952
TOTALS	4,879	5,024	4,890	4,963	5,304	4,849	5,100	5,117	5,058	4,796	5,017	5,245	5,378	60,741

System Summary	April	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Total Wholesale	4,879	5,024	4,890	4,963	5,304	4,849	5,100	5,117	5,058	4,796	5,017	5,245	5,378	60,741
TOTAL WASTEWATER	4,879	5,024	4,890	4,963	5,304	4,849	5,100	5,117	5,058	4,796	5,017	5,245	5,378	60,741

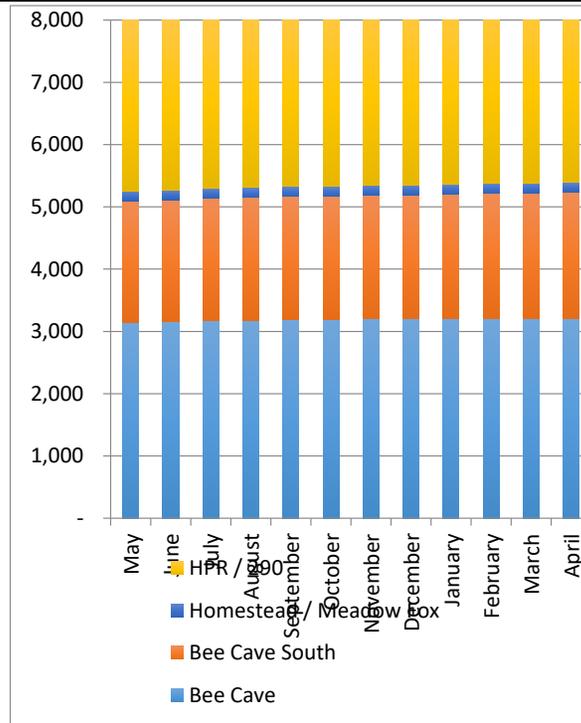




Summary of Total Retail Customer Count Water

Meters	May	June	July	August	September	October	November	December	January	February	March	April
Bee Cave	3,148	3,157	3,173	3,181	3,189	3,189	3,201	3,201	3,209	3,206	3,209	3,211
Bee Cave South	1,947	1,958	1,967	1,969	1,977	1,978	1,986	1,991	1,994	2,008	2,013	2,022
Homestead / Meadow Fox	158	159	159	158	159	160	160	160	160	160	160	160
HPR / 290	2,767	2,780	2,820	2,828	2,869	2,882	2,901	2,918	2,932	2,964	2,972	2,990
TOTALS	8,020	8,054	8,119	8,136	8,194	8,209	8,248	8,270	8,295	8,338	8,354	8,383

Customer Growth	21	34	65	17	58	15	39	22	25	43	16	29
Monthly Growth Rate	0.26%	0.42%	0.81%	0.21%	0.71%	0.18%	0.48%	0.27%	0.30%	0.52%	0.19%	0.35%
12 Month Growth	351	344	371	353	391	373	383	385	401	420	396	384
12 Month Growth Rate	4.55%	4.44%	4.77%	4.52%	4.99%	4.74%	4.86%	4.88%	5.06%	5.28%	4.95%	4.79%

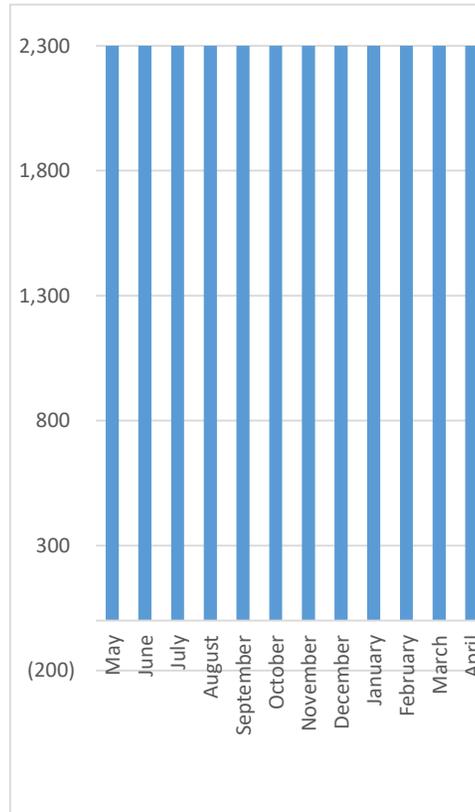




Summary of Total Retail Customer Count Wastewater

Meters	April	May	June	July	August	September	October	November	December	January	February	March	April
Wastewater Customers	2,334	2,331	2,337	2,348	2,360	2,373	2,375	2,392	2,366	2,395	2,401	2,397	2,400

Customer Growth	6	(3)	6	11	12	13	2	17	(26)	29	6	(4)	3
Monthly Growth Rate	0.26%	-0.13%	0.26%	0.47%	0.51%	0.55%	0.08%	0.72%	-1.09%	1.23%	0.25%	-0.17%	0.13%
12 Month Growth	56	56	49	53	65	56	56	70	45	67	79	69	66
12 Month Growth Rate	2.46%	2.45%	2.14%	2.31%	2.81%	2.41%	2.41%	3.02%	1.93%	2.89%	3.39%	2.96%	2.83%

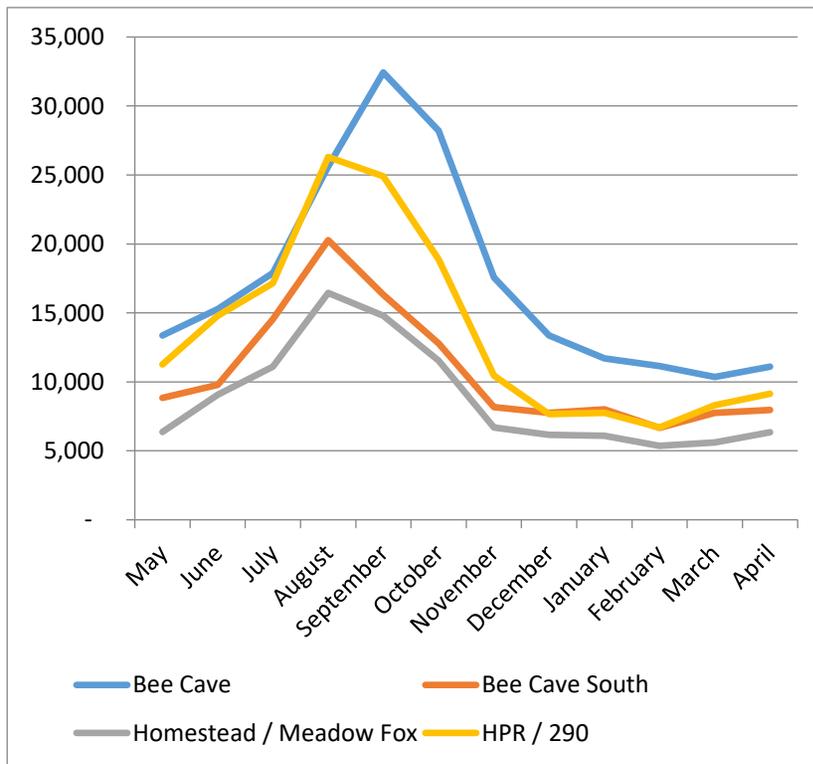




Retail Customer Average Use Analysis Average Water Usage per Connection, per Month (Gallons)

	May	June	July	August	September	October	November	December	January	February	March	April
Bee Cave	13,367	15,271	17,887	25,622	32,431	28,211	17,562	13,353	11,693	11,142	10,355	11,112
Bee Cave South	8,841	9,791	14,540	20,274	16,324	12,782	8,174	7,749	8,008	6,666	7,758	7,961
Homestead / Meadow Fox	6,373	9,069	11,113	16,449	14,786	11,544	6,694	6,163	6,100	5,363	5,606	6,344
HPR / 290	11,254	14,789	17,143	26,301	24,901	18,891	10,461	7,672	7,748	6,695	8,299	9,150
System Wide Average	11,401	13,650	16,685	24,386	25,566	20,896	12,593	9,860	9,305	8,372	8,907	9,561

12-Month Average	13,213	12,665	12,226	12,277	12,864	13,765	14,125	14,248	14,355	14,410	14,448	14,229
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**Retail Customer Average Use Analysis
Summary of Customer Contacts/Payment Processing**

Customer Contacts	April	May	June	July	August	September	October	November	December	January	February	March	April
Date of	4/1-4/30	5/1-5/31	6/1-6/30	7/1-7/31	8/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12/31	1/1-1/31	2/1-2/29	3/1-3/31	4/1-4/30
Calls	817	930	756	766	860	740	770	750	527	539	524	172	594
Emails	115	135	142	197	182	169	214	215	198	142	137	336	289
In Office	175	209	163	200	171	199	172	138	149	193	168	84	-
TOTALS	1,107	1,274	1,061	1,163	1,213	1,108	1,156	1,103	874	874	829	592	883

Payments	April	May	June	July	August	September	October	November	December	January	February	March	April
Date of Payments	4/1-4/30	5/1-5/31	5/31-6/30	7/1-7/31	8/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12/31	1/1-1/31	2/1-2/29	3/1-3/31	4/1-4/30
Mail	2,037	2,485	1,949	2,109	1,981	2,233	2,145	2,009	2,116	2,204	2,078	2,278	2,289
Walk In/Dropbox Payments	237	216	242	203	237	264	192	196	162	175	190	118	39
Online Payments Credit Cards	398	319	382	411	429	372	458	389	410	389	417	510	361
Online Payments Echeck	493	472	474	513	508	517	499	494	502	429	309	584	360
Ureceivables	1,993	1,963	1,768	2,166	1,861	1,836	1,983	1,800	1,972	1,790	1,781	2,003	1,845
TOTALS	5,158	5,455	4,815	5,402	5,016	5,222	5,277	4,888	5,162	4,987	4,775	5,493	4,894



Retail Customer Delinquency Summary

ACCOUNTS	31-60	61-90	91+
Bee Cave	63	35	44
Bee Cave South	29	15	18
Homestead / Meadow Fox	4	1	3
290 HPR	36	12	14
TOTAL	132	63	79

DOLLARS	31-60	61-90	91+
Bee Cave	20,774	26,340	40,725
Bee Cave South	7,532	9,096	8,135
Homestead / Meadow Fox	590	219	1,285
HPR / 290	10,629	4,687	45,566
TOTAL	39,525	40,342	95,712

Delinquent Letters	Date Sent	Total Del
Bee Cave		
Bee Cave South		
Homestead / Meadow Fox		
290 HPR		
TOTAL		-

Disconnects	Date	How Many
Bee Cave		
Bee Cave South		
Homestead / Meadow Fox		
HPR / 290		

Still Off
-
-
-
-