

**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 1:00 p.m. on Thursday, August 19, 2021 at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas and via remote access 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, as extended.

In lieu of attending the meeting in person, members of the public may listen to and participate in the meeting via conference call or video conference. To participate in the meeting, please dial toll-free 888 788 0099 and enter Meeting ID 890 0455 9980

Passcode 679351 when prompted or access online at

<https://us06web.zoom.us/j/89004559980?pwd=TWUxSzUxTmlzM3ZYbFpxeGRGVkI4QT09>

All remote speakers must send a written request to [jriechers@wtcpua.org](mailto:jriechers@wtcpua.org) 2 hours in advance of the meeting (August 19th by 11:00 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](mailto:jriechers@wtcpua.org). Comments must be received by 11:00 A.M. on August 19, 2021.

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.

<p><i>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></p>
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- I. CALL TO ORDER**
- II. ESTABLISH QUORUM**
- III. PUBLIC COMMENT**
- IV. PUBLIC HEARINGS**

- A. Conduct a public hearing on amendments to the WTCPUA's Land Use Assumptions, Capital Improvement Plan and water impact fees, 1:15 p.m. (D. Klein).
- B. Conduct a public hearing on amendments to the wastewater impact fees, 1:30 p.m. (D. Klein).

**V. CONSENT AGENDA (J. Riechers)**

- A. Approve minutes of July 15, 2021 regular Board Meeting.
- B. Approve payment of invoices and other bookkeeping matters.
- C. Approve Contractor Pay Requests including
  - 1. Payton Construction, Pay Application 6, \$191,423.74, County Line 1308 Pump Station 1340 Conversion;
  - 2. DN Tanks, Inc., Pay Application 12, \$398,323.80, Southwest Parkway Ground Storage Tank 2; and
  - 3. Austin Engineering Company, Pay Application 6 & Final Payment, \$27,750.00, Lift Station 9 Rehab.
- D. Approve Service Availability Letter and Non Standard Service Agreement for:
  - 1. Uplands Office, 39 Water LUEs, 23 Wastewater LUEs, 71 System.
- E. Approve quote from Generator Field Services for generator for Lift Station No. 9, \$69,641.00.
- F. Approve quote from Elliott Electric Supply for Preventive Maintenance on Raw Water Intake VFD for Pump No. 4, \$26,635.50.

**VI. OLD BUSINESS**

- A. Discuss, consider and take action regarding pending litigation, relating to the following: (S. Albright/D. Klein):
  - 1. **Weekley Homes LLP v. West Travis County Public Utility Agency, in the 200<sup>th</sup> Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002291.**  
*(This item under V.A may be taken into Executive Session under the consultation with attorney exception).*

## **VII. NEW BUSINESS**

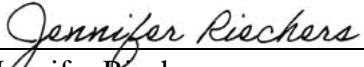
- A. Discuss, consider and take action on order approving amendments to the WTCPUA's Land Use Assumptions and Capital Improvements Plan, and imposition of Water Impact Fees (G. Murfee/N. Heddin)**
- B. Discuss, consider and take action on order approving amendments to the WTCPUA's Land Use Assumptions and Capital Improvements Plan, and imposition of Wastewater Impact Fees (G. Murfee/N. Heddin)**
- C. Discuss, consider and take action on FY 2022 budget (J. Smith).**  
*(This item may be taken into Executive Session under the personnel exception.)*
- D. Discuss, consider and take action on Order amending WTCPUA's Wholesale Water and Wastewater Rates (J. Riechers).**
- E. Discuss, consider and take action on WTCPUA Organizational Chart (J. Riechers).**
- F. Discuss, consider and take action on annual review of General Manager.**  
*(This item may be taken into Executive Session under the personnel exception.)*
- G. Discuss, consider and take action on proposal of service for Lake Travis Independent School District (S. Albright).**
- H. Discuss, consider and take action on report from Murfee Engineering Company regarding decommissioning of Lake Pointe Wastewater Treatment Plant (A. Wyatt).**
- I. Discuss, consider and take action on Order and amendment to WTCPUA Administrative Financial policies related to fund balances (J. Smith).**

## **VIII. STAFF REPORTS**

- A. General Manager's Report (J. Riechers).**
- B. Controller's Report (J. Smith).**
- C. Operations Report (E. Morgan).**
- D. Engineer's Report (G. Murfee) including:**
  - 1. Capital Improvements Plan Update**

**IX. ADJOURNMENT**

Dated: August 13, 2021

  
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Jennifer Riechers  
WTCPUA General Manager

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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. PUBLIC HEARINGS**

# West Travis County PUA

## Impact Fee Study

August 19, 2021



Nelisa Heddin Consulting, LLC  
(512) 589-1028  
[nheddin@nelisaheddinconsulting.com](mailto:nheddin@nelisaheddinconsulting.com)

# Impact Fees

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“A charge or assessment imposed by a municipality, water district or other political subdivision on new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development”



# Methodology

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- Step 1: Development of Land Use Assumptions (LUA)
- Step 2: Determination of Capital Improvements Necessary for LUA
- Step 3: Allocation of Capital Improvements Program (CIP) to Growth
- Step 4: Calculation of Maximum Impact Fee
- Step 5: Adoption of Impact Fee





# Land Use Assumptions

- Estimate anticipated growth in 10 years

Water	US 290	SH71	Total
Oct-21	10	33	43
Oct-22	720	655	1,375
Oct-23	791	640	1,431
Oct-24	863	626	1,489
Oct-25	933	613	1,546
Oct-26	1,004	598	1,602
Oct-27	1,076	583	1,659
Oct-28	1,147	570	1,717
Oct-29	1,218	555	1,773
Oct-30	1,289	541	1,830
Oct-31	1,360	527	1,887
	10,411	5,941	16,352
2018 Study 10-Year Projection	5,577	7,059	12,636
10-Year Projected Retail LUEs	1,617	4,601	6,218
10-Year Projected Wholesale LUEs	8,793	1,340	10,133



# Land Use Assumptions

Wastewater	Residential	Commercial	Wholesale	TOTAL
2021	71	132	8	211
2022	96	151	8	255
2023	124	151	8	283
2024	60	151	8	219
2025	66	151	8	225
2026	65	151	8	224
2027	70	151	8	229
2028	47	151	8	206
2029	35	151	8	194
2030	24	151	8	183
2031	18	151	8	177
	676	1,642	88	2,406
2018 Study 10-Year Projection				3,094



# Capital Improvement Plan

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- Includes existing improvements with capacity to serve future growth
- Identifies future improvements necessary to serve future growth
- Assigns cost (actual historical or future projected) for each improvement



# Capital Improvement Plan

Water CIP Projects	System Wide	SH 71	US 290	Total
Previously Approved	\$ 23,632,001	\$ 6,400,245	\$ 13,462,383	43,494,629
Newly Identified	<u>22,821,527</u>	<u>3,147,520</u>	<u>54,123,486</u>	<u>80,092,534</u>
Total Improvements	\$ 46,453,528	\$ 9,547,765	\$ 67,585,869	\$ 123,587,162

Wastewater CIP Projects	
Previously Approved	\$ 14,842,683
Newly Identified	<u>4,222,015</u>
Total Improvements	\$ 19,064,698

*\*CIP project costs include legal/permitting costs and projected inflation.*



# Allocation of Costs

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- Costs of Existing and Future Facilities are Allocated into Three Categories:
  - Existing Development
  - Development in 10-Year Study Period
  - Development Beyond 10-Years



# Calculation of Impact Fee

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- Includes actual and projected costs to serve development in 10-year study period
- May include interest expense if impact fees are used to pay for debt
  - Included all historical accrued interest for previously issued debt
  - Initial analysis assumed no new debt and therefore no additional interest expense
- Includes a calculation of a credit for ad valorem tax/rate revenues to be applied against the fee



# Adoption of Impact Fee

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- The Board can adopt an impact fee of any Amount, up to the calculated fee less the ad valorem tax credit
- Costs not recovered by impact fees are included in rates



# Cash Flow Analysis

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- Projected CIP includes nearly \$143M in future projects
- Current Impact Fee Fund balance is approximately \$36M
- Effective impact fees collected are going to be lower than recently adopted and future adopted fees due to historical impact fee levels and timing for assessment of impact fees
- New connection timing is projected to be “back loaded”
  - 2022 projected new LUEs = 1375
  - 2031 projected new LUEs = 1887
- CIP spending is projected to be “front loaded”
  - Nearly \$92M in water project spending in next 5 years
  - Over \$13M in wastewater project spending in next 5 years





# Cash Flow Analysis

- Projected water impact fee fund shortfall of approximately \$22M

Water Impact Fee Fund	Assumed Annual Revenues	System Wide Debt Payments	US 290 Debt Payments	Hwy 71 Debt Payments	TOTAL CIP SPENDING**	Net In/(Out)	Projected Ending Balance
Beginning Balance							\$ 30,371,717
2021					(3,132,534)	(3,132,534)	27,239,183
2022 \$	8,921,521	(726,570)	(388,968)	(273,249)	(16,217,812)	(8,685,077)	18,554,105
2023 \$	9,284,871	(726,570)	(388,968)	(273,249)	(16,073,912)	(8,177,828)	10,376,278
2024 \$	9,661,197	(726,570)	(388,968)	(273,249)	(22,827,289)	(14,554,879)	(4,178,601)
2025 \$	10,031,034	(726,570)	(388,968)	(273,249)	(19,051,660)	(10,409,412)	(14,588,014)
2026 \$	10,394,383	(726,570)	(388,968)	(273,249)	(14,459,360)	(5,453,763)	(20,041,777)
2027 \$	10,764,221	(726,570)	(388,968)	(273,249)	(11,134,529)	(1,759,095)	(21,800,872)
2028 \$	11,140,547	(726,570)	(388,968)	(273,249)	(9,355,741)	396,019	(21,404,852)
2029 \$	11,503,896	(726,570)	(388,968)	(273,249)	(8,032,467)	2,082,642	(19,322,210)
2030 \$	11,873,734	(726,570)	(388,968)	(273,249)	(3,301,856)	7,183,091	(12,139,119)
2031 \$	12,243,572	(726,570)	(388,968)	(273,249)	-	10,854,785	(1,284,334)

*\*Based on assumed project timing and revenue timing. Actual projects and growth may vary from assumptions.*

*\*\*CIP spending projections take completion date of project and assumes 2 years construction time for projects costing \$2M and less, and 3 years construction time for projects costing more than \$3M.*



# Cash Flow Analysis

- Projected wastewater impact fee fund shortfall of approximately \$6M

Wastewater Impact Fee Fund	Assumed Annual Revenues	System Wide Debt Payments	System Wide Cash Funded CIP Spending	Net In/(Out)	Projected Ending Balance
Beginning Balance					
2021			(421,729)	(421,729)	6,000,000
2022	\$ 1,403,843	(319,400)	(8,299,389)	(7,214,946)	(1,214,946)
2023	\$ 1,557,990	(319,400)	(173,022)	1,065,568	(149,378)
2024	\$ 1,205,653	(319,400)	(1,108,387)	(222,134)	(371,511)
2025	\$ 1,238,685	(319,400)	(838,971)	80,314	(291,197)
2026	\$ 1,233,180	(319,400)	(2,331,119)	(1,417,339)	(1,708,537)
2027	\$ 1,260,706	(319,400)	(2,946,040)	(2,004,734)	(3,713,271)
2028	\$ 1,134,085	(319,400)	(2,946,040)	(2,131,355)	(5,844,625)
2029	\$ 1,068,022	(319,400)	-	748,622	(5,096,004)
2030	\$ 1,007,464	(319,400)	-	688,064	(4,407,940)
2031	\$ 974,432	(319,400)	-	655,032	(3,752,907)

*\*Based on assumed project timing and revenue timing. Actual projects and growth may vary from assumptions.*

*\*\*CIP spending project takes completion date of project and assumes 2 years construction time for projects costing \$2M and less, and 3 years construction time for projects costing more than \$3M.*



# Cash Flow Analysis

Fund	General Fund	Facilities Fund	Water Impact Fee Fund	Wastewater Impact Fee Fund
Current Balance	\$ 27,848,916	\$ 8,164,546	\$ 30,371,717	\$ 6,088,050
Plus 10-Year Estimated Available Income		20,000,000	105,818,976	12,084,060
Less 10-year Total Spending		(29,534,850)		
Less Minimum Fund Balance Requirement	(6,000,000)		(12,495,301)	(2,504,699)
Less 10-Year CIP Spending (2018 Projects)			(43,494,629)	(14,842,683)
Less 10-Year CIP Spending (New Projects)			(80,092,534)	(4,222,015)
Less 10-Year Debt Service Payments			(13,887,865)	(3,193,999)
Remaining Balance	\$ 21,848,916	\$ (1,370,304)	\$ (13,779,634)	\$ (6,591,286)



# Alternative Scenario

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- The PUA may need to consider issuing debt for some future CIP projects
- In so doing:
  - Reserves are not fully extinguished
  - Mitigates some risk of growth slowing
  - Keeps funds in Impact Fee fund so in 2031, when additional CIP projects are necessary to meet build-out, funds are there to support projects and pay debt
  - Keeps money in Impact Fee Fund to pay annual debt service from impact fees for growth projects (and therefore debt burden off rates)
  - General Fund money can be utilized for benefit of existing rate-payers and not new growth
- A second scenario assumes:
  - Issuance of \$22M in debt to fund water projects
  - Issuance of \$6M in debt to fund wastewater projects
  - 10-years of assumed interest expense for the additional issuance of debt included in the impact fee



# Impact Fee Scenarios

Maximum Allowable Fee (including Ad Valorem Tax Credit)	Scenario 1 (Includes Future Debt)	Scenario 2 (Excludes Future Debt)
Hwy 71 Water Impact Fee	\$ 5,249.44	\$ 4,780.28
US 290 Water Impact Fee	\$ 8,605.11	\$ 8,135.94
Wastewater Impact Fee	\$ 12,199.32	\$ 11,218.89

90% of Maximum Allowable Fees	Scenario 1 (Includes Future Debt)	Scenario 2 (Excludes Future Debt)
Hwy 71 Water Impact Fee	\$ 4,724.50	\$ 4,302.25
US 290 Water Impact Fee	\$ 7,744.59	\$ 7,322.35
Wastewater Impact Fee	\$ 10,979.39	\$ 10,097.00



## **V. CONSENT AGENDA**

# ITEM A

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

July 15, 2021

The July 15, 2021 Board of Directors meeting was held with in-person attendance and via remote access in accordance with the Governor's March 16, 2020 proclamation, as extended, suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration. The public was provided a toll-free number and free videoconference link to participate in the meeting.

**Present:**

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

**Staff and Consultants:**

Jennifer Riechers, Agency General Manager  
Jennifer Smith, Agency Controller  
Stefanie Albright, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel  
David Klein, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel  
George Murfee, (Murfee Engineering Company, Inc.), District Engineer  
Jason Baze, (Murfee Engineering Company, Inc.), District Engineer

**I. CALL TO ORDER**

Director Roberts called the meeting to order at 1:00.

**II. ESTABLISH QUORUM**

A quorum was established with the above-referenced Directors present.

**III. PUBLIC COMMENT**

No public comment on non-agenda items was provided.

**IV. CONSENT AGENDA**

- A. Approve minutes of May 20, 2021 regular Board Meeting.**
- B. Approve payment of invoices and other bookkeeping matters, including;**



1. **BOK Financial, Revenue and Refunding Bonds, Series 2013, \$3,223,625.00**
  2. **BOK Financial, Revenue Bonds, Series 2015, \$800,181.25.**
  3. **BOK Financial, Revenue and Refunding Bonds, Series 2017, \$3,396,200.00**
  4. **BOK Financial, Revenue Bonds, Series 2019 \$613,475**
  5. **Quarterly investment report.**
- C. Ratify Approval of Contractor Pay Requests paid in June, 2021:**
1. **Payton Construction, Pay Application 4, \$139,323.84, County Line 1308 Pump Station 1340 Conversion;**
  2. **DN Tanks, Inc., Pay Application 10 \$200,143.76, Southwest Parkway Ground Storage Tank.**
- D. Approve Contractor Pay Requests including:**
1. **Payton Construction, Pay Application 5, \$25,710.16, County Line 1308 Pump Station 1340 Conversion;**
  2. **DN Tanks, Inc., Pay Application 11, \$215,964.83, Southwest Parkway Ground Storage Tank; and**
  3. **Austin Engineering Company, Pay Application 5, \$8,550.00, Lift Station 9 Rehab.**

**MOTION:** A motion was made by Director Roberts to approve the consent agenda, provided as **Exhibits A-D**. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Creveling, and Garza  
 Voting Nay: None  
 Abstained: None  
 Absent: Director Smith

Director Smith arrived at 1:06 p.m.

## **V. OLD BUSINESS**

At 1:17 p.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 Items V.A; VI.B; and VI.F.

At 2:53 p.m., Director Roberts announced that the Board would reconvene in open session and that no action had been taken in executive session.

- A. Discuss, consider and take action regarding pending litigation, relating to the following:**
  - 1. Weekley Homes LLP v. West Travis County Public Utility Agency, in the 200<sup>th</sup> Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002291.**

This item was discussed in executive session.

## **VI. NEW BUSINESS**

- A. Discuss, consider and take action regarding 87<sup>th</sup> Regular Session of the Texas Legislature.**
- B. Discuss, consider and take action on letter from Signal Hill Area Alliance.**

This item was discussed in executive session.

**MOTION:** A motion was made by Director Smith to authorize staff to implement the lookback provision in the WTCPUA Rate Tariff to determine if changed use in commercial projects would result in additional assessment of impact fees based on actual water consumption. The motion was seconded by Director Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Smith, Creveling, and Garza  
Voting Nay: None  
Abstained: None  
Absent: None

- C. Discuss, consider and take action on Order and amendment to WTCPUA Administrative Financial Policies regarding approval of contract pay applications and scheduled bond payments by General Manager.**

Ms. Riechers presented on this item, provided as **Exhibit E**. Ms. Riechers stated this will give her as General Manager the permission to approve pay applications for contracts already approved by the Board and bond payments scheduled with approval of one Board member and ratification at the next meeting.

**MOTION:** A motion was made by Director Creveling to approve the Order Amending the WTCPUA Administrative Financial Policies regarding approval of contract pay

applications and scheduled bond payments by General Manager, provided as **Exhibit E**. The motion was seconded by Director Garza.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Smith, Creveling, and Garza  
Voting Nay: None  
Abstained: None  
Absent: None

**D. Discuss, consider and take action on Order Setting Public Hearings on Amendments to the WTCPUA's Water and Wastewater Land Use Assumptions, Capital Improvement Plans and Impact Fees.**

Mr. Klein presented on this item. He stated that for the PUA to amend its water and wastewater land use assumptions, capital improvements plans, and impact fees, the PUA must follow the process provided in Chapter 395 of the Texas Local Government Code. He added that the first step in that process is for the Board to adopt an order calling public hearings on such amendments. Mr. Klein presented a draft order to the Board that calls two public hearings – one for amendments to the water land use assumptions, capital improvements plan, and impact fees, and one for amendments to the wastewater land use assumptions, capital improvements plan, and impact fees - and a copy of the order is incorporated herein as **Exhibit F**. He concluded that the public hearings would be held on August 19, 2021, the date of the regular meeting of the PUA Board of Directors, with the public hearing on water to start at 1:15 pm and the public hearing on wastewater to start at 1:30 pm..

MOTION: A motion was made by Director Roberts to approve the Order Setting Public Hearings on Amendments to the WTCPUA's Water and Wastewater Land Use Assumptions, Capital Improvement Plans and Impact Fees, as provided as **Exhibit F**. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Smith, Creveling, and Garza  
Voting Nay: None  
Abstained: None  
Absent: None

**E. Discuss, consider and take action on FY 2021 Audit Engagement Letter for Maxwell, Locke and Ritter.**

Ms. Smith presented on this item, provided as **Exhibit G**, stating that this is a standard audit letter for FY 2022.

Director Smith asked how often the PUA changes its outside auditor, and Ms. Smith stated that the team has been changed but the firm has not. Ms. Smith stated that she recommended having one year using the new financial software system before considering soliciting a new auditor.

**MOTION:** A motion was made by Director Creveling to approve the Audit Engagement Letter with Maxwell, Locke and Ritter, provided as **Exhibit G**. The motion was seconded by Director Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Smith, Creveling, and Garza  
Voting Nay: None  
Abstained: None  
Absent: None

**F. Discuss, consider and take action on Draft Land Use Assumptions (LUA) and Capital Improvement Plan (CIP) report and Impact Fee Study.**

This item was discussed in executive session.

Mr. Murfee provided an update on the LUA and CIP, provided as **Exhibit H**. Mr. Murfee discussed the LUA and flows of the water treatment plant, showing actual flows and peak usage as well as future planning. He stated that 33 MGD is the current capacity of the two existing raw water lines, and within the next 10 years, the PUA is going to need to look into an alternative water source. He stated that a big driver on growth is Dripping Springs, but there are also other needs on the 71 System. He anticipated approximately 16,000 additional LUEs will be added to the PUA System over the next 10 years.

Director Roberts asked about Rough Hollow and whether their capacity was included in the report, given their request to release LUEs. Mr. Murfee confirmed that this development was currently included in the assumptions. Mr. Murfee stated that expansion of Hamilton Pool Road was identified in the projections as well. Discussion ensued regarding potential projections, changes in use or demands, and potential expansion of service.

Discussion ensued regarding expansion in Highway 290. Mr. Murfee stated that there is also expansion anticipated in the Highway 71 System, and that LTISD has bought a school site on Highway 71 that is likely supported by infill projections.

Mr. Murfee next detailed current CIP projects that are in progress, as well as projects that are recommended to be added. Discussion ensued regarding the potential 290 development as well as significant infill. Mr. Murfee also identified certain projects that would be needed for redundancy and explained that these facilities would likely initially be budgeted for the Facilities Fund versus CIP, unless specific growth is identified.

Director Bethke stated that all costs that relate to growth should be included in the CIP, including costs for redundancy, safety, and technology upgrades, to the extent such costs are to meet the

needs of new growth. Discussion ensued as to whether certain projects in the CIP would be system-wide versus attributed to each system.

The Board discussed potential capacity needs in the Highway 290 System and the impacts of unknown infill demands. Ms. Riechers stated that planning is important, but that the Board could update CIP in the future and was required to review the CIP/LUA at least every five years.

Director Roberts left the meeting at 3:34 pm.

Mr. Murfee stated that a Ranch Road 12 waterline and 1340 pump station improvements would be added in as System-wide improvements and asked if there were further directions from the Board.

Director Smith stated that Hays County will receive \$44.7 million from the federal government and that \$10 million of that is set aside for county-wide use with \$8.5 million to each precinct. None of these funds may be used on infrastructure, except that water, wastewater, and broadband may be funded. Director Smith stated that he is willing to look to water facilities and future planning, and is working with the County to see how additional water can be brought to north Hays County. He stated these funds may support the PUA's efforts over the next 10 years to find additional water sources.

Director Bethke stated that he is supportive of everything discussed, and reiterated that growth should pay for growth as it is important to existing ratepayers. He further stated that his concern is that there is a lot of upfront capital anticipating growth that will come, and wants the Board to think about how these projects will actually be funded upfront.

Mr. Murfee next discussed wastewater capacity projections and CIP. He stated that aquifer injection is being proposed, hypothetically in the Bee Cave Park. He stated that the difficulty of BWR has been the direct injection of treated water to the system, and that this project would instead utilize aquifer injection with the same treatment process. Mr. Murfee stated that this CIP would likely close out the wastewater system. Discussion ensued regarding potential new projects in Bee Cave and possible impacts to the wastewater system and projections.

Ms. Riechers stated that the report will be finalized ahead of the August meeting.

**G. Discuss, consider and take action on update from Nelisa Heddin Consulting regarding the Impact Fee Study.**

Ms. Heddin presented an update regarding the Impact Fee Study, provided as **Exhibit I**. She stated that currently the Highway 71 impact fee is coming in at \$4,500, and detailed the costs that are included in the fee. She provided the same presentation relating to the Highway 290 impact, which is currently \$8,100 for 290. She further stated that the wastewater impact fee is currently \$11,206. She stated these are the maximum allowable fee that may be charged, and currently the PUA is assessing 90% of the impact fees allowed. She stated that the water impact fees will likely increase based on the projects added in.

Regarding cash flow, water projects in the impact fee study are approximately \$112 million, with wastewater projects estimated at \$19 million, with a total of \$131 of impact fee CIP projects over next 10 years currently being considered. Additionally, there are an estimated \$44 million in other projects budgeted for the Facilities Fund. As of today, \$175 million in capital spending is planned over next 10 years. Over next 3 years CIP is anticipated to come online, including the Bohls Wastewater Treatment Plant expansion, Uplands Water Treatment Plant expansion, and projects on the 290 system with \$77 million in spending planned over next 3 years from the Impact Fee Fund. The PUA has \$36 million in current impact fee funds, so that even with growth, the PUA is looking at a short-term cash shortfall of \$14 million, assuming growth is as anticipated. Ms. Heddin stated that staff and consultants are working to resolve and come up with strategies to address shortfalls. The first option relates to approximately \$16 million in the General Fund. Another option is to issue debt to pay for some of the projects, which will affect the impact fee if used for CIP projects, and would impact rates if used for non-CIP projects. The other option is to look at project timing and see if some projects could be pushed later to help with cash flow.

Ms. Heddin stated that they will continue to refine the numbers and bring a recommendation next month to the Board.

Director Creveling asked if the CIP projects could be accomplished by cash funding, to which Ms. Heddin stated that the only way to do so would be to take general fund cash and apply them to CIP projects. She stated that there are legal questions as to how this could be accomplished.

Director Bethke stated that the purpose of the General Fund excess cash was that these funds were being collected to pay down debt more quickly and lower rates. He is concerned that if the funds were to be used for something else there may be some issues with ratepayers. He stated that he has no opposition to debt for these type of projects, and that in this case it should be a viable option. He also asked if the impact fees could be collected earlier and asked that this be looked into. Director Bethke stated that there is a desire for rates to be lower, and he wants to be thoughtful to ensure that rates are at least stable.

Ms. Heddin stated that if the Board adopted at least a 90% impact fee then impacts to rates would be minimized.

Director Smith stated that there are essentially two systems, Highway 290 and Highway 71, and he wanted to look at how to assess where growth is occurring. Director Garza stated that growth was addressed differently in the past with a cap that limited growth, making it much easier to accrue cash reserves. He stated that the Board is now going in a different direction. Director Smith stated that even though he is representing Hays County on the Board, he wants to ensure to look to the whole system. He stated that in the future he would like to see two separate systems as there are different needs.

#### **H. Discuss, consider and take action regarding Texas Open Meetings Act suspensions.**

Ms. Albright provided an update on this item, stating that the Governor intends to reinstate Texas Open Meetings Act provisions that were suspended during the COVID-19 pandemic effective

September 1, 2021. Ms. Albright stated that she would work with Ms. Riechers regarding the requirements to allow for videoconference participation after September 1st if feasible, but anticipated that the meetings after September 1 would be fully in person.

**I. Discuss, consider and take action on proposal from Murfee Engineering, Inc. for Fitzhugh Road Line Relocation for \$163,800.**

Mr. Murfee presented on this item, provided as **Exhibit J**, and provided details relating to the project.

MOTION: A motion was made by Director Smith to approve the proposal from Murfee Engineering, Inc. for Fitzhugh Road Line Relocation for \$163,800, provided as **Exhibit J**. The motion was seconded by Director Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Smith, Creveling, and Garza  
Voting Nay: None  
Abstained: None  
Absent: None

**VII. STAFF REPORTS**

**A. General Manager's Report.**

Ms. Riechers presented this report, provided as **Exhibit K**. She stated that the recent rain has affected rate revenue as well as effluent ponds.

**B. Controller's Report.**

Ms. Smith presented this item, provided as **Exhibit L**. She stated that the PUA is positive on all budget variances.

**C. Operations Report.**

Mr. Morgan provided this report, provided as **Exhibit M**. Director Smith asked if all repairs from the February 2021 freeze had been made, to which Mr. Morgan replied that they had.

**D. Engineer's Report including:**

**1. Capital Improvements Plan Update**

This report was provided by Mr. Murfee, provided as **Exhibit N**.

**VIII. ADJOURNMENT**

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

The vote was taken with the following result:

Voting Aye: Directors Smith, Bethke, Creveling, and Garza  
Voting Nay: None  
Abstained: None  
Absent: Director Roberts

The meeting adjourned at 4:24 p.m.

PASSED AND APPROVED this 19th day of August, 2021.

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Scott Roberts, President  
Board of Directors



## **ITEM B**



West Travis County Public Utility Agency

# Check Report

By Check Number

Date Range: 07/01/2021 - 07/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: AP Bank-AP Bank</b>						
01625	Payton Construction, Inc.	07/22/2021	EFT	0.00	25,710.16	31
<a href="#">PS 1340 Conv #5</a>	Invoice	07/06/2021	County Line 1308 PS 1340 Conversion - Pa	0.00	25,710.16	
00018	ACT Pipe & Supply	07/02/2021	Regular	0.00	1,093.46	2142
<a href="#">S100680274.001</a>	Invoice	06/14/2021	LM Hymax Coupling	0.00	1,093.46	
00022	Affordable Asphalt Paving	07/02/2021	Regular	0.00	11,000.00	2143
<a href="#">27890</a>	Invoice	06/11/2021	Installed 5-6" of Hot Mix Asphalt - WO#09	0.00	11,000.00	
00102	Aqua-Tech Laboratories, Inc	07/02/2021	Regular	0.00	3,551.75	2144
<a href="#">52383</a>	Invoice	06/17/2021	May 2021 Analysis - Bohls WWTP	0.00	1,316.00	
<a href="#">52384</a>	Invoice	06/17/2021	May 2021 Analysis	0.00	980.00	
<a href="#">52385</a>	Invoice	06/17/2021	May 2021 Analysis - Lakepointe WWTP	0.00	1,083.00	
<a href="#">52386</a>	Invoice	06/17/2021	May 2021 Analysis - WTP	0.00	172.75	
00133	AT&T- Internet	07/02/2021	Regular	0.00	58.21	2145
<a href="#">2021.06.24 Corre</a>	Invoice	06/24/2021	Subscriber/Router	0.00	58.21	
00132	AT&T Wireless	07/02/2021	Regular	0.00	1,886.20	2146
<a href="#">287257473</a>	Invoice	06/04/2021	Staff Wireless Expense - 6/5/2021 - 7/4/2	0.00	1,886.20	
00142	Austin Armature Works, LP	07/02/2021	Regular	0.00	5,690.38	2147
<a href="#">NS112370-I</a>	Invoice	06/10/2021	Replacement Motor for LS 7 WO#1136	0.00	5,690.38	
00245	Brenntag Southwest Inc.	07/02/2021	Regular	0.00	21,011.97	2148
<a href="#">BSW303606-I</a>	Invoice	06/15/2021	Chlorine for Lakepointe WWTP	0.00	480.00	
<a href="#">BSW303607-I</a>	Invoice	06/15/2021	Chlorine for Bohls	0.00	480.00	
<a href="#">BSW305874-I</a>	Invoice	06/23/2021	Aquamine for WTP	0.00	5,084.25	
<a href="#">BSW306181-I</a>	Invoice	06/23/2021	1 Ton Chlorine for WTP	0.00	3,620.00	
<a href="#">BW303214-I</a>	Invoice	06/11/2021	Aquapac for WTP	0.00	11,347.72	
00260	BrickHouse Security	07/02/2021	Regular	0.00	455.81	2149
<a href="#">1011259</a>	Invoice	06/24/2021	Service 6/24/2021 - 7/24/2021	0.00	455.81	
00447	Core & Main LP	07/02/2021	Regular	0.00	1,042.44	2150
<a href="#">P081415-I</a>	Invoice	06/16/2021	LM Meter Box & Lid	0.00	1,042.44	
00572	Discount Tire	07/02/2021	Regular	0.00	909.00	2151
<a href="#">2918631</a>	Invoice	06/17/2021	Tire Replacement - Truck #008	0.00	909.00	
00573	DN Tanks, Inc	07/02/2021	Regular	0.00	200,143.76	2152
<a href="#">Southwest Parkw</a>	Invoice	06/24/2021	Southwest Parkway GST 1 - Pay App 10	0.00	200,143.76	
02516	ECoCare	07/02/2021	Regular	0.00	315.00	2153
<a href="#">29168</a>	Invoice	06/20/2021	Janitorial Service - June 2021	0.00	315.00	
00613	Edgestone Automotive	07/02/2021	Regular	0.00	489.03	2154
<a href="#">39144</a>	Invoice	03/03/2021	Repair on Truck #502	0.00	489.03	
00725	Generator Field Services LLC	07/02/2021	Regular	0.00	11,244.43	2155
<a href="#">GFS7779</a>	Invoice	05/20/2021	Fuel Delivered at Several Sites	0.00	5,697.30	
<a href="#">GFS7828</a>	Invoice	06/20/2021	Services for Generac Generator WW	0.00	1,189.01	
<a href="#">GFS7829</a>	Invoice	06/20/2021	Services for PS#2	0.00	96.11	
<a href="#">GFS7830</a>	Invoice	06/20/2021	Services for Cummins Generator in WWT	0.00	1,107.00	
<a href="#">GFS7833</a>	Invoice	06/25/2021	Cooling System Repairs LS14	0.00	1,799.30	
<a href="#">GFS7834</a>	Invoice	06/25/2021	Cooling System Repairs LS14	0.00	1,355.71	
00752	Grainger	07/02/2021	Regular	0.00	553.27	2158

Check Report

Date Range: 07/01/2021 - 07/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">9937753128-I</a>	Invoice	06/18/2021	EMD Hour Meters for WO#1196	0.00	211.04	
<a href="#">9938143204-I</a>	Invoice	06/18/2021	EMD Air Filters for WO#1198	0.00	293.03	
<a href="#">9939439312-I</a>	Invoice	06/21/2021	EMD Materials for WO#1201	0.00	49.20	
00771	Guardian Industrial Supply LLC	07/02/2021	Regular	0.00	42.38	2159
<a href="#">071521-I</a>	Invoice	06/09/2021	EMD Mini Circuit Breakers for PS 3 WO#7	0.00	42.38	
00779	Hach Company	07/02/2021	Regular	0.00	881.50	2160
<a href="#">12510647</a>	Invoice	06/24/2021	Repair on SC200 for WO#1165	0.00	881.50	
00800	Hays County MUD No 4	07/02/2021	Regular	0.00	8,200.94	2161
<a href="#">May 2021</a>	Invoice	05/31/2021	Wastewater Billing Collections 202X.MM	0.00	8,200.94	
00823	Hill Country Office Systems	07/02/2021	Regular	0.00	138.63	2162
<a href="#">6431</a>	Invoice	06/24/2021	Quarterly Maintenance	0.00	138.63	
00825	Hill Country Texas Galleria, LLC	07/02/2021	Regular	0.00	16,290.33	2163
<a href="#">110807012021</a>	Invoice	07/01/2021	Lease Expense	0.00	16,290.33	
00842	HydroPro Solutions, LLC	07/02/2021	Regular	0.00	2,466.64	2164
<a href="#">17459.B-IN</a>	Invoice	05/01/2021	Network Monitoring System	0.00	1,233.32	
<a href="#">17459.D-IN</a>	Invoice	07/01/2021	Network Monitoring System	0.00	1,233.32	
01061	Jones Heating and Air Conditioning	07/02/2021	Regular	0.00	295.00	2165
<a href="#">13242</a>	Invoice	06/17/2021	Repaired A/C Unit at PS #7	0.00	295.00	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	07/02/2021	Regular	0.00	5,007.78	2166
<a href="#">97523303</a>	Invoice	06/09/2021	7-11 #38575 on Nutty Brown Road	0.00	730.64	
<a href="#">97523304</a>	Invoice	06/09/2021	Fitzhugh 10	0.00	2,124.00	
<a href="#">97523305</a>	Invoice	06/09/2021	Home Depot - Willie Way Project	0.00	2,153.14	
01413	Master Meter Inc.	07/02/2021	Regular	0.00	1,750.00	2167
<a href="#">234989</a>	Invoice	06/17/2021	Harmony Mobile Annual Support 1.5K-10	0.00	1,750.00	
01434	McCoy's Building Supply	07/02/2021	Regular	0.00	119.02	2168
<a href="#">5381-2021.06.14</a>	Invoice	06/14/2021	Credit Card Purchases for WO#1166	0.00	3.99	
<a href="#">656165-I</a>	Invoice	06/15/2021	EMD Materials for WO#1136 and Truck#1	0.00	20.77	
<a href="#">6956109-I</a>	Invoice	06/15/2021	LM Supplies for WO#1160	0.00	17.57	
<a href="#">6956184-I</a>	Invoice	06/16/2021	Hose Nozzles for LM Trucks	0.00	35.96	
<a href="#">7459458</a>	Invoice	06/22/2021	Consumables for Truck #702	0.00	8.49	
<a href="#">9655966</a>	Invoice	06/11/2021	EMD Supplies	0.00	32.24	
01543	Murfee Engineering Company Inc.	07/02/2021	Regular	0.00	118,489.08	2170
<a href="#">44556</a>	Invoice	06/14/2021	The Backyard - Phase 1 Infrastructure	0.00	115.00	
<a href="#">44557</a>	Invoice	06/15/2021	Extra Space Storage SER Application	0.00	150.00	
<a href="#">44570</a>	Invoice	06/15/2021	West Bee Cave PS Upgrades	0.00	1,173.75	
<a href="#">44571</a>	Invoice	06/15/2021	Fitzhugh Utility Relocation	0.00	9,007.50	
<a href="#">44572</a>	Invoice	06/15/2021	Lakepointe WWTP Influent Lin Sta on Re	0.00	1,560.00	
<a href="#">44573</a>	Invoice	06/15/2021	Water Distribu. on System Model Update	0.00	4,860.00	
<a href="#">44574</a>	Invoice	06/15/2021	Raw Water Line 2 Chlorine Injection Impr	0.00	788.75	
<a href="#">44577</a>	Invoice	06/15/2021	General Eng Services FYE 9/30/2020	0.00	23,315.08	
<a href="#">44578</a>	Invoice	06/15/2021	AWIA Compliance	0.00	22,055.00	
<a href="#">44579</a>	Invoice	06/15/2021	Impact Fee Study 2021	0.00	29,020.00	
<a href="#">44580</a>	Invoice	06/15/2021	Circle Drive PS & GST Ph 1	0.00	26,444.00	
01654	PostNet TX144	07/02/2021	Regular	0.00	15.20	2171
<a href="#">520208</a>	Invoice	06/11/2021	Monthly Effluent Report to TCEQ for May	0.00	15.20	
01657	Precision Calibrate Meter Services	07/02/2021	Regular	0.00	9,898.00	2172
<a href="#">1471</a>	Invoice	06/11/2021	Filter Meter Replacement WTP	0.00	9,350.00	
<a href="#">1474-I</a>	Invoice	06/12/2021	Backflow Parts for CS	0.00	548.00	
02508	Quadient Finance USA, Inc.	07/02/2021	Regular	0.00	219.00	2173
<a href="#">N8923109</a>	Invoice	06/20/2021	Leasing 4/23/21 - 7/22/21	0.00	219.00	

Check Report

Date Range: 07/01/2021 - 07/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01718	Rent Equip, LLC	07/02/2021	Regular	0.00	1,793.77	2174
<a href="#">836869-2</a>	Invoice	06/01/2021	Line Maintenance Rentals for WO#1113 S	0.00	1,204.62	
<a href="#">836893-2</a>	Invoice	05/26/2021	Line Maintenance Rentals for WO#1113 S	0.00	399.66	
<a href="#">836908-2</a>	Invoice	05/27/2021	Line Maintenance Rentals for WO#956	0.00	189.49	
02722	Secretary of State	07/02/2021	Regular	0.00	21.00	2175
<a href="#">20210603</a>	Invoice	06/03/2021	Application for Appointment as Texas Not	0.00	21.00	
02716	Sifuentez Trucking LLC	07/02/2021	Regular	0.00	2,250.00	2176
<a href="#">49</a>	Invoice	06/13/2021	Truck Rentals for WO#956 Chlorine Projec	0.00	1,000.00	
<a href="#">50</a>	Invoice	06/22/2021	LM Truck Rental for Chlorine Project WO#	0.00	1,250.00	
02027	Texas Community Propane, Ltd	07/02/2021	Regular	0.00	23.19	2177
<a href="#">FAL01618 6/21</a>	Invoice	06/16/2021	Gas Expense 3925 Sugarloaf Dr	0.00	23.19	
02037	The Bridge Group	07/02/2021	Regular	0.00	12,440.00	2178
<a href="#">2021-0105</a>	Invoice	06/20/2021	Monthly Construction Inspection Fees	0.00	12,440.00	
02081	TML MultiState Intergovernmental EBP	07/02/2021	Regular	0.00	30,202.33	2181
<a href="#">PWESTTR12107</a>	Invoice	06/15/2021	Employee Benefits - July 2021	0.00	30,202.33	
02108	Travis County MUD No 16	07/02/2021	Regular	0.00	48,643.76	2182
<a href="#">June 2021</a>	Invoice	06/30/2021	Wastewater Billing Collections	0.00	15,663.81	
<a href="#">May 2021</a>	Invoice	06/01/2021	Wastewater Billing Collections	0.00	32,979.95	
02725	Tricia Altamirano	07/02/2021	Regular	0.00	379.50	2183
<a href="#">Reimb 06212021</a>	Invoice	06/21/2021	Course Reimbursement for Tricia A.	0.00	379.50	
02138	United Site Services of Texas, Inc.	07/02/2021	Regular	0.00	140.04	2184
<a href="#">114-12063328</a>	Invoice	06/11/2021	County Line Pump Station	0.00	140.04	
02143	USA BlueBook	07/02/2021	Regular	0.00	8,852.12	2185
<a href="#">628242</a>	Invoice	06/09/2021	Stock Supplies and Freight for WTP	0.00	453.72	
<a href="#">628242-1</a>	Invoice	06/09/2021	Chemicals for WTP	0.00	672.08	
<a href="#">635130</a>	Invoice	06/16/2021	Consumables for WTP	0.00	350.24	
<a href="#">637982-1</a>	Invoice	06/18/2021	Supplies for WTP	0.00	7,376.08	
02174	Waste Management of Texas	07/02/2021	Regular	0.00	1,075.42	2186
<a href="#">0122800-2461-4</a>	Invoice	06/24/2021	Garbage Service 7/1/2021 - 7/31/2021	0.00	1,075.42	
02177	Wastewater Transport Services, LLC	07/02/2021	Regular	0.00	5,880.00	2187
<a href="#">11111985</a>	Invoice	06/22/2021	Lift Station Cleaning - Bohls WWTP	0.00	1,320.00	
<a href="#">11111986</a>	Invoice	06/22/2021	Lift Station Cleaning - LS #10	0.00	1,080.00	
<a href="#">11111987</a>	Invoice	06/22/2021	Lift Station Cleaning - LS#4	0.00	1,080.00	
<a href="#">11111988</a>	Invoice	06/22/2021	Lift Station Cleaning - LS #1	0.00	1,080.00	
<a href="#">11111990</a>	Invoice	06/22/2021	Lift Station Cleaning - Lakepointe WWTP	0.00	1,320.00	
00130	AT&T Mobility-CC	07/08/2021	Regular	0.00	855.00	2189
<a href="#">YRB052021</a>	Invoice	06/24/2021	SCADA System Cellular Network - 5/19/21	0.00	855.00	
02679	Bell IT Services, Inc	07/08/2021	Regular	0.00	1,120.00	2190
<a href="#">5098</a>	Invoice	06/11/2021	Service Call at WTP	0.00	1,120.00	
02672	Cintas Corporation	07/08/2021	Regular	0.00	187.91	2191
<a href="#">5067625611</a>	Invoice	07/01/2021	Medical Kit Replenishment - Admin Office	0.00	37.88	
<a href="#">5067625627</a>	Invoice	07/01/2021	Medical Kit Replenishment - Bohls WWTP	0.00	4.88	
<a href="#">5067625689</a>	Invoice	07/01/2021	Medical Kit Replenishment- Water/LM/E	0.00	140.27	
<a href="#">5067625695</a>	Invoice	07/01/2021	Medical Kit Replenishment @ Lakepointe	0.00	4.88	
00447	Core & Main LP	07/08/2021	Regular	0.00	940.65	2192
<a href="#">P104468-1</a>	Invoice	06/21/2021	1-1/2 Corp Stop for LM Stock	0.00	940.65	
00568	Diligent Delivery Systems	07/08/2021	Regular	0.00	76.87	2193
<a href="#">125768</a>	Invoice	06/30/2021	Courier Services 6/1/2021 - 6/30/2021	0.00	76.87	

Check Report

Date Range: 07/01/2021 - 07/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00784	Halff Associates, Inc.	07/08/2021	Regular	0.00	700.00	2195
<a href="#">10054641</a>	Invoice	06/29/2021	Engineering Review - Provence PH1 Sec 5	0.00	700.00	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	07/08/2021	Regular	0.00	711.10	2196
<a href="#">97522937</a>	Invoice	06/29/2021	Backyard	0.00	631.60	
<a href="#">97522939</a>	Invoice	06/29/2021	Hatchett Tract	0.00	79.50	
01434	McCoy's Building Supply	07/08/2021	Regular	0.00	17.98	2197
<a href="#">7459568-1</a>	Invoice	06/23/2021	LM Supplies for WO#1210	0.00	17.98	
02066	Spectrum	07/08/2021	Regular	0.00	511.18	2198
<a href="#">0020275062921</a>	Invoice	06/29/2021	Internet & Phone Service - Various Locati	0.00	511.18	
02029	Texas Excavation Safety System, Inc.	07/08/2021	Regular	0.00	877.80	2199
<a href="#">21-15098</a>	Invoice	06/30/2021	Message Fees - June 2021	0.00	877.80	
02710	Texas First Rental	07/08/2021	Regular	0.00	79.96	2200
<a href="#">1168374-003</a>	Credit Memo	05/24/2021	Credit for Tax Paid on Req 03097 - Rentals	0.00	-207.54	
<a href="#">1175665-0001</a>	Invoice	06/28/2021	Equipment Rental for WO#1210	0.00	287.50	
02177	Wastewater Transport Services, LLC	07/08/2021	Regular	0.00	3,243.75	2201
<a href="#">11111900</a>	Invoice	06/15/2021	Sludge Disposal - Lakepointe WWTP	0.00	3,243.75	
00018	ACT Pipe & Supply	07/20/2021	Regular	0.00	1,351.41	2298
<a href="#">S100689222.001</a>	Invoice	07/06/2021	Customer Service Supplies	0.00	1,351.41	
00128	AT&T	07/20/2021	Regular	0.00	2,402.31	2299
<a href="#">06252021</a>	Invoice	06/25/2021	AT&T Damage Claim	0.00	572.43	
<a href="#">07052021</a>	Invoice	07/05/2021	Telephone Expense - Consolidated Bill	0.00	1,829.88	
00128	AT&T	07/20/2021	Regular	0.00	-2,402.31	2299
00142	Austin Armature Works, LP	07/20/2021	Regular	0.00	255.00	2300
<a href="#">SRI7163</a>	Invoice	06/28/2021	Repairs for LS 8 Pump 1 WO#0047	0.00	255.00	
00144	Austin Engineering Inc	07/20/2021	Regular	0.00	8,550.00	2301
<a href="#">LS9 Rehab PA#5</a>	Invoice	06/28/2021	Lift Station #9 Rehab - Pay App 5	0.00	8,550.00	
00245	Brenntag Southwest Inc.	07/20/2021	Regular	0.00	4,580.00	2302
<a href="#">BSW309247-1</a>	Invoice	07/07/2021	Chlorine for Lakepointe	0.00	480.00	
<a href="#">BSW309248-1</a>	Invoice	07/07/2021	Chlorine for Bohl's	0.00	480.00	
<a href="#">BSW309999-1</a>	Invoice	07/07/2021	Chlorine 1 Ton Cylinder for WTP	0.00	3,620.00	
00304	Capitol Bearing Service	07/20/2021	Regular	0.00	114.46	2303
<a href="#">01821233-1</a>	Invoice	06/23/2021	Supplies for WO #1097	0.00	44.20	
<a href="#">01821235</a>	Invoice	06/23/2021	Supplies for Truck #1423	0.00	70.26	
00369	Chem Equip	07/20/2021	Regular	0.00	2,400.00	2304
<a href="#">5859</a>	Invoice	06/24/2021	Service Call WTP	0.00	2,400.00	
00447	Core & Main LP	07/20/2021	Regular	0.00	4,351.20	2305
<a href="#">P139503</a>	Invoice	06/25/2021	Stock Supplies for LM Warehouse	0.00	4,351.20	
00457	CP&Y	07/20/2021	Regular	0.00	4,663.00	2306
<a href="#">WTCP20000029.</a>	Invoice	07/05/2021	SCADA System Improvements	0.00	4,663.00	
00479	D.A.D.'s Lawn Services, LLC	07/20/2021	Regular	0.00	5,820.00	2307
<a href="#">20200927</a>	Invoice	07/07/2021	Monthly Ground Maintenance - June 202	0.00	5,820.00	
00752	Grainger	07/20/2021	Regular	0.00	1,465.29	2308
<a href="#">9944451146-1</a>	Invoice	06/24/2021	EMD Air Filters for WO#1197	0.00	200.52	
<a href="#">9946962215-1</a>	Invoice	06/28/2021	EMD Air Filters for WO#1198	0.00	108.95	
<a href="#">9946962223-1</a>	Invoice	06/28/2021	EMD Air Filters for WO#1197	0.00	109.26	
<a href="#">9947268893-1</a>	Invoice	06/29/2021	RedPass Plus Annual Membership Fee EM	0.00	129.00	
<a href="#">9949941422</a>	Invoice	06/30/2021	Diesel Exhaust Fluid for Diesel Trucks - EM	0.00	588.87	
<a href="#">9954043684-1</a>	Invoice	07/06/2021	Tool for EMD Fab Shop	0.00	328.69	

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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	
02712	Grid Solutions (U.S.) LLC	07/20/2021	Regular	0.00	10,382.11	2309
<a href="#">1424066-I</a>	Invoice	06/12/2021	EMD MMR Relays for RWI Pumps 3&5 W	0.00	10,382.11	
00784	Half Associates, Inc.	07/20/2021	Regular	0.00	3,298.42	2310
<a href="#">10054614</a>	Invoice	06/29/2021	Engineering Review - Darden Hills	0.00	2,215.92	
<a href="#">10054615</a>	Invoice	06/29/2021	Engineering Review - Parten Ranch PH4	0.00	1,082.50	
02729	Hays County MUD 5	07/20/2021	Regular	0.00	2,740.00	2311
<a href="#">2021.06.30</a>	Invoice	06/30/2021	WW Billing Reimb. for Overcharge	0.00	2,740.00	
00800	Hays County MUD No 4	07/20/2021	Regular	0.00	4,220.23	2312
<a href="#">2021.06.30</a>	Invoice	06/30/2021	Wastewater Billing Collections 2021.06	0.00	4,220.23	
00842	HydroPro Solutions, LLC	07/20/2021	Regular	0.00	18,595.92	2313
<a href="#">0017938-IN-I</a>	Invoice	06/29/2021	CS Meters 3/4" & 1.5"	0.00	9,560.94	
<a href="#">0017939-IN-I</a>	Invoice	06/29/2021	CS Meters 5/8" & 1.5"	0.00	9,034.98	
02655	Infosend, Inc	07/20/2021	Regular	0.00	4,006.05	2319
<a href="#">194283</a>	Invoice	07/01/2021	Billing Support	0.00	4,006.05	
01061	Jones Heating and Air Conditioning	07/20/2021	Regular	0.00	585.00	2320
<a href="#">13277</a>	Invoice	06/25/2021	Replaced Condenser Fan Motor RWI	0.00	585.00	
02730	KnowBe4 Inc.	07/20/2021	Regular	0.00	1,620.00	2321
<a href="#">INV138551</a>	Invoice	06/30/2021	KnowBe4 Compliance Plus Site Subscripti	0.00	1,620.00	
02727	Lift It Manufacturing Co., Inc	07/20/2021	Regular	0.00	5,390.00	2322
<a href="#">0259849</a>	Invoice	07/06/2021	Personnel Basket for EMD (Pay Half)	0.00	5,390.00	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	07/20/2021	Regular	0.00	23,349.91	2323
<a href="#">97522897</a>	Invoice	06/30/2021	Spanish Oaks	0.00	55.00	
<a href="#">97522898</a>	Invoice	06/30/2021	2018 LUA/CIP/IF Update	0.00	385.00	
<a href="#">97522935</a>	Invoice	06/29/2021	General Counsel	0.00	7,500.00	
<a href="#">97522936</a>	Invoice	06/29/2021	General Operations	0.00	1,885.50	
<a href="#">97522942</a>	Invoice	06/29/2021	Dripping Springs ISD NSSA	0.00	2,226.00	
<a href="#">97522943</a>	Invoice	06/29/2021	Lake Travis ISD	0.00	1,192.50	
<a href="#">97522944</a>	Invoice	06/29/2021	Anarene Tract Hill Tract SER	0.00	159.00	
<a href="#">97523131</a>	Invoice	06/30/2021	87th Legislative Consulting & Tracking	0.00	3,000.00	
<a href="#">97523208</a>	Invoice	06/14/2021	Litigation Burba Ranch Impact	0.00	6,946.91	
01324	Lower Colorado River Authority	07/20/2021	Regular	0.00	88,319.86	2324
<a href="#">00529969 - 6/21</a>	Invoice	06/30/2021	Purchase Water	0.00	85,592.83	
<a href="#">00530144 - 6/21</a>	Invoice	06/30/2021	Purchase Water	0.00	2,727.03	
01349	Marcelo's Sand & Loam	07/20/2021	Regular	0.00	961.24	2325
<a href="#">518346</a>	Invoice	06/20/2021	Retail - 1" Crushed Rock for Chlorine Line	0.00	664.24	
<a href="#">518347</a>	Invoice	06/20/2021	Chocolate Landscape for Chlorine Line W	0.00	297.00	
01434	McCoy's Building Supply	07/20/2021	Regular	0.00	137.93	2326
<a href="#">6955755-I</a>	Invoice	06/08/2021	LM Stock Supplies	0.00	137.93	
01543	Murfee Engineering Company Inc.	07/20/2021	Regular	0.00	42,289.17	2327
<a href="#">44558</a>	Invoice	06/15/2021	Beneficial Water Recycling Facility Design	0.00	300.00	
<a href="#">44559</a>	Invoice	06/15/2021	Bohls WWTP Exp Design, Approval & Cons	0.00	1,387.50	
<a href="#">44560</a>	Invoice	06/15/2021	1080 Transmission Main Esmts Design, Ap	0.00	12,797.50	
<a href="#">44561</a>	Invoice	06/15/2021	Permanganate Injection Relocation	0.00	187.50	
<a href="#">44562</a>	Invoice	06/15/2021	Sawyer Ranch 1340 Conversion Water Lin	0.00	6,827.50	
<a href="#">44563</a>	Invoice	06/15/2021	County Line 1340 PS Design, Approval & C	0.00	5,172.10	
<a href="#">44565</a>	Invoice	06/15/2021	Wastewater Solids Management Master P	0.00	1,812.50	
<a href="#">44566</a>	Invoice	06/15/2021	Lift Station 9 Rehab. Design & Constr. Ad	0.00	1,554.57	
<a href="#">44567</a>	Invoice	06/15/2021	1240 Transmission Main CIP Project	0.00	1,855.00	
<a href="#">44575</a>	Invoice	06/15/2021	Preliminary Engineering - Uplands WTP Ex	0.00	3,770.00	
<a href="#">44581</a>	Invoice	06/15/2021	HPR Phase II Mud 22 Coordination	0.00	6,625.00	

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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	
01558	Nelisa Heddin Consulting, LLC	07/20/2021	Regular	0.00	18,210.00	2328
<a href="#">0000433</a>	Invoice	07/01/2021	75% Completion of Impact Fee Study	0.00	18,210.00	
01583	Office Depot	07/20/2021	Regular	0.00	551.88	2329
<a href="#">176267125001</a>	Invoice	06/30/2021	Office Supplies for Admin Office	0.00	249.93	
<a href="#">176615263001</a>	Invoice	06/01/2021	Office Supplies for Customer Service Offic	0.00	301.95	
01629	Pedernales	07/20/2021	Regular	0.00	15,323.40	2330
<a href="#">0950 2021.07</a>	Invoice	07/09/2021	Electric Charges - Pump Station 7	0.00	37.50	
<a href="#">2795 2021.07</a>	Invoice	07/09/2021	Electric Charges - Pump Station 7	0.00	13,319.21	
<a href="#">5199 2021.07</a>	Invoice	07/09/2021	Electric Charges - EST 2	0.00	73.08	
<a href="#">6270 2021.07</a>	Invoice	07/09/2021	Electric Charges - Pump Station 5	0.00	1,832.39	
<a href="#">6972 2021.07</a>	Invoice	07/09/2021	Electric Expense - Pump Station 6	0.00	61.22	
01654	PostNet TX144	07/20/2021	Regular	0.00	15.20	2331
<a href="#">521470</a>	Invoice	07/08/2021	Monthly Report from June to TCEQ	0.00	15.20	
02508	Quadient Finance USA, Inc.	07/20/2021	Regular	0.00	100.00	2332
<a href="#">July 2021</a>	Invoice	07/01/2021	Postage Fees	0.00	100.00	
01718	Rent Equip, LLC	07/20/2021	Regular	0.00	4,024.95	2333
<a href="#">837324-3</a>	Invoice	06/08/2021	Line Maintenance Rentals for WO #1159	0.00	298.39	
<a href="#">837493-2</a>	Invoice	06/11/2021	Line Maintenance Rentals for WO#956	0.00	231.96	
<a href="#">837601-3</a>	Invoice	06/15/2021	Line Maintenance Rentals for WO #1159	0.00	541.23	
<a href="#">837787-3</a>	Invoice	07/06/2021	Line Maintenance Rentals for WO #1159	0.00	2,953.37	
01842	SAMCO Leak Detection Services, Inc.	07/20/2021	Regular	0.00	14,500.00	2334
<a href="#">4126A102</a>	Invoice	06/01/2021	Leak Detection Survey - Sunset Canyon	0.00	14,500.00	
01907	Shows Utilities, Inc.	07/20/2021	Regular	0.00	3,000.00	2335
<a href="#">44</a>	Invoice	06/28/2021	Water Bore for 50 Laurel Hill St WO#1138	0.00	3,000.00	
01915	Smith Pump Company, Inc.	07/20/2021	Regular	0.00	374.00	2336
<a href="#">1001901-1</a>	Invoice	06/29/2021	Liberty Effluent Pump for WO#980/Stock	0.00	374.00	
02013	Techline Pipe, LP	07/20/2021	Regular	0.00	12,112.54	2337
<a href="#">1112784-01-1</a>	Invoice	07/06/2021	3/4" Ball Valves for LM Stock	0.00	132.54	
<a href="#">1113828-00</a>	Invoice	07/02/2021	Delivered Vaults for RWL Chlorine Injectio	0.00	11,980.00	
02726	Texas Comptroller of Public Accounts	07/20/2021	Regular	0.00	8,042.48	2338
<a href="#">690024</a>	Invoice	07/02/2021	Texas Unclaimed Property Payment - Hold	0.00	8,042.48	
02043	The Reynolds Company	07/20/2021	Regular	0.00	310.02	2339
<a href="#">21382712-00</a>	Invoice	06/01/2021	Battery Assembly 4/30/21	0.00	310.02	
02680	Travis County	07/20/2021	Regular	0.00	377.74	2340
<a href="#">P#21-35236</a>	Invoice	08/01/2021	1240 16" Transmission Main - Permit No.	0.00	377.74	
02133	Tyler Technologies, Inc	07/20/2021	Regular	0.00	601.90	2341
<a href="#">025-340619</a>	Invoice	06/30/2021	Utility Billing Notification Calls & SMS	0.00	601.90	
02144	USIC Locating Services, LLC	07/20/2021	Regular	0.00	2,758.20	2342
<a href="#">448197</a>	Invoice	06/30/2021	Locating Services 6/1/2021 - 6/30/2021	0.00	2,758.20	
02177	Wastewater Transport Services, LLC	07/20/2021	Regular	0.00	66,018.75	2343
<a href="#">11111588</a>	Invoice	06/01/2021	Sludge Disposal - Bohls WWTP	0.00	17,825.00	
<a href="#">11111596</a>	Invoice	06/01/2021	Sludge Disposal - Lakepointe WWTP	0.00	42,443.75	
<a href="#">11111619</a>	Invoice	06/01/2021	Sludge Disposal - WTP	0.00	5,750.00	
00128	AT&T	07/20/2021	Regular	0.00	572.43	2347
<a href="#">06252021</a>	Invoice	06/25/2021	AT&T Damage Claim	0.00	572.43	
00573	DN Tanks, Inc	07/20/2021	Regular	0.00	215,964.83	2348
<a href="#">SW GST PA #11</a>	Invoice	07/07/2021	Southwest Parkway GST 1 - Pay App 11	0.00	215,964.83	
00128	AT&T	07/20/2021	Regular	0.00	1,829.88	2349

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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	
<a href="#">07052021</a>	Invoice	07/05/2021	Telephone Expense - Consolidated Bill	0.00	1,829.88	
00018	ACT Pipe & Supply	07/30/2021	Regular	0.00	307.35	2412
<a href="#">S100694588.001</a>	Invoice	07/20/2021	Ball Valves for Customer Service	0.00	307.35	
00101	Aqua-Aerobic Systems, Inc.	07/30/2021	Regular	0.00	2,758.62	2413
<a href="#">1029250-I</a>	Invoice	07/08/2021	EMD Parts for WO#1211 - Replace PLC Bo	0.00	2,758.62	
00102	Aqua-Tech Laboratories, Inc	07/30/2021	Regular	0.00	3,783.75	2414
<a href="#">52959</a>	Invoice	07/21/2021	June 2021 Analysis - Bohls WWTP	0.00	1,573.75	
<a href="#">52960</a>	Invoice	07/21/2021	June 2021 Analysis	0.00	640.00	
<a href="#">52961</a>	Invoice	07/21/2021	June 2021 Analysis - Lakepointe WWTP	0.00	1,397.25	
<a href="#">52962</a>	Invoice	07/21/2021	June 2021 Analysis - WTP	0.00	172.75	
02532	Austin Tool, Inc	07/30/2021	Regular	0.00	368.20	2415
<a href="#">120521-I</a>	Invoice	07/12/2021	EMD Materials for WO#1246	0.00	145.32	
<a href="#">120522-I</a>	Invoice	07/12/2021	Tool for EMD Truck 1423	0.00	222.88	
02646	BenMark Supply Company, Inc	07/30/2021	Regular	0.00	260.00	2416
<a href="#">3282571-I</a>	Invoice	07/14/2021	EMD Tank Parts for WO#1098	0.00	260.00	
00209	Bill Bailey's Signs Corp.	07/30/2021	Regular	0.00	158.00	2417
<a href="#">15139</a>	Invoice	06/29/2021	EMD Truck WTCPUA Graphics	0.00	40.00	
<a href="#">15153</a>	Invoice	06/29/2021	Signs for Parking	0.00	118.00	
00245	Brenntag Southwest Inc.	07/30/2021	Regular	0.00	4,340.00	2418
<a href="#">BSW311995-I</a>	Invoice	07/16/2021	Chlorine for Lakepointe WWTP	0.00	480.00	
<a href="#">BSW311996-I</a>	Invoice	07/16/2021	Chemicals for Bohls WWTP	0.00	360.00	
<a href="#">BSW312778-I</a>	Invoice	07/16/2021	Chlorine for WTP	0.00	3,620.00	
<a href="#">BSW313534</a>	Credit Memo	07/23/2021	Return Chlorine Cylinder for Lakepointe	0.00	-120.00	
02723	Compact Construction Equipment LLC	07/30/2021	Regular	0.00	923.32	2419
<a href="#">S13464</a>	Invoice	07/19/2021	Service to Bobcat Loader	0.00	923.32	
00447	Core & Main LP	07/30/2021	Regular	0.00	3,163.88	2420
<a href="#">P160798-I</a>	Invoice	07/20/2021	Supplies for LM Shop	0.00	2,920.00	
<a href="#">P272936-I</a>	Invoice	07/21/2021	LM Brass Materials	0.00	243.88	
00549	Dell Financial Services	07/30/2021	Regular	0.00	3,279.95	2421
<a href="#">June 2021</a>	Invoice	07/02/2021	Office Equipment	0.00	3,279.95	
02731	Dillo Disposal Service, LLC	07/30/2021	Regular	0.00	505.00	2422
<a href="#">6439</a>	Invoice	07/02/2021	Trash Pick Up EMD WO#1166	0.00	505.00	
02516	ECoCare	07/30/2021	Regular	0.00	315.00	2423
<a href="#">30205</a>	Invoice	07/20/2021	Janitorial Service - July 2021	0.00	315.00	
00613	Edgestone Automotive	07/30/2021	Regular	0.00	1,891.72	2424
<a href="#">39774</a>	Invoice	07/15/2021	Maintenance on Truck #507	0.00	1,891.72	
00686	Ferguson Enterprises, Inc.	07/30/2021	Regular	0.00	215.14	2425
<a href="#">9542347-I</a>	Invoice	07/13/2021	Supplies for LM Shop	0.00	215.14	
00752	Grainger	07/30/2021	Regular	0.00	4,257.35	2426
<a href="#">9906031860</a>	Invoice	07/01/2021	Shipping Fee	0.00	193.96	
<a href="#">9957413173-I</a>	Invoice	07/08/2021	EMD Fab Shop Water Maintenance - Tem	0.00	3,380.10	
<a href="#">9965379895-I</a>	Invoice	07/16/2021	Hour Meters for WO#1268 & EMD Invent	0.00	473.75	
<a href="#">9965379903</a>	Invoice	07/16/2021	Consumables for EMD	0.00	209.54	
00771	Guardian Industrial Supply LLC	07/30/2021	Regular	0.00	104.42	2427
<a href="#">071839-I</a>	Invoice	07/16/2021	EMD LED Lamp	0.00	104.42	
00825	Hill Country Texas Galleria, LLC	07/30/2021	Regular	0.00	16,289.09	2428
<a href="#">110808012021</a>	Invoice	08/01/2021	Lease Expense	0.00	16,289.09	
01434	McCoy's Building Supply	07/30/2021	Regular	0.00	101.97	2429



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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">6958009-I</a>	Invoice	07/19/2021	Stock Supplies for LM County Line & Bee	0.00	101.97	
01543	Murfee Engineering Company Inc.	07/30/2021	Regular	0.00	158,303.24	2430
<a href="#">44723</a>	Invoice	07/13/2021	Bohls WWTP Exp Design, Approval & Cons	0.00	6,875.00	
<a href="#">44724</a>	Invoice	07/13/2021	1080 Transmission Main Esmts Design, Ap	0.00	20,365.00	
<a href="#">44725</a>	Invoice	07/13/2021	Permanganate Injection Relocation	0.00	3,418.75	
<a href="#">44726</a>	Invoice	07/13/2021	1280 Elevated Storage Tank Warranty Rep	0.00	285.00	
<a href="#">44727</a>	Invoice	07/13/2021	Sawyer Ranch 1340 Conversion Water Lin	0.00	2,868.87	
<a href="#">44728</a>	Invoice	07/13/2021	County Line 1340 PS Design, Approval & C	0.00	6,810.25	
<a href="#">44729</a>	Invoice	07/13/2021	HPRPS Ground Storage Tank #2 Design, A	0.00	4,590.00	
<a href="#">44730</a>	Invoice	07/13/2021	Wastewater Solids Management Master P	0.00	1,627.50	
<a href="#">44731</a>	Invoice	07/13/2021	Lift Station 9 Rehab. Design & Constructio	0.00	576.25	
<a href="#">44732</a>	Invoice	07/13/2021	SW Pkwy PS GST No. 2	0.00	8,086.82	
<a href="#">44733</a>	Invoice	07/13/2021	County Line 1420 PS Upgrades	0.00	1,098.30	
<a href="#">44734</a>	Invoice	07/13/2021	West Bee Cave PS Upgrades	0.00	1,210.62	
<a href="#">44735</a>	Invoice	07/13/2021	Lakepointe WWTP Influent Lift Station Re	0.00	5,013.75	
<a href="#">44736</a>	Invoice	07/13/2021	Raw Water Line 2 Chlorine Injection Impr	0.00	625.00	
<a href="#">44737</a>	Invoice	07/13/2021	Preliminary Engineering - Uplands WTP Ex	0.00	6,560.00	
<a href="#">44739</a>	Invoice	07/13/2021	AWIA Compliance	0.00	44,510.88	
<a href="#">44740</a>	Invoice	07/13/2021	Darden Hill Water Line RoundAbout/Elem	0.00	500.00	
<a href="#">44741</a>	Invoice	07/13/2021	Impact Fee Study 2021	0.00	32,687.50	
<a href="#">44742</a>	Invoice	07/13/2021	Circle Drive PS & GST Ph 1	0.00	8,431.25	
<a href="#">44743</a>	Invoice	07/13/2021	HPR Phase II Mud 22 Coordination	0.00	2,162.50	
01657	Precision Calibrate Meter Services	07/30/2021	Regular	0.00	2,050.00	2433
<a href="#">1497</a>	Invoice	07/18/2021	Meter Verification Raw12", MUD 18/Del	0.00	2,050.00	
01707	Ready Refresh	07/30/2021	Regular	0.00	244.78	2434
<a href="#">01M0126896174</a>	Invoice	07/20/2021	Water Delivery & Rental Fees	0.00	244.78	
02716	Sifuentez Trucking LLC	07/30/2021	Regular	0.00	1,000.00	2435
<a href="#">62 7/23</a>	Invoice	07/23/2021	Truck Rentals for WO#1280 Chlorine Proje	0.00	1,000.00	
02027	Texas Community Propane, Ltd	07/30/2021	Regular	0.00	16.79	2436
<a href="#">FAL01618 7/21</a>	Invoice	07/16/2021	Gas Expense 3925 Sugarloaf Dr	0.00	16.79	
02081	TML MultiState Intergovernmental EBP	07/30/2021	Regular	0.00	30,124.88	2437
<a href="#">PWESTTR12108</a>	Invoice	07/22/2021	Employee Benefits - August 2021	0.00	30,124.88	
02133	Tyler Technologies, Inc	07/30/2021	Regular	0.00	8,840.00	2438
<a href="#">025-340272</a>	Invoice	07/01/2021	Insite Transaction Fees - Quarterly Billing	0.00	8,840.00	
02138	United Site Services of Texas, Inc.	07/30/2021	Regular	0.00	140.04	2439
<a href="#">114-12164151</a>	Invoice	07/12/2021	County Line Pump Station	0.00	140.04	
02143	USA BlueBook	07/30/2021	Regular	0.00	1,025.11	2440
<a href="#">662406-I</a>	Invoice	07/14/2021	Chemicals for WTP	0.00	822.55	
<a href="#">665095</a>	Invoice	07/16/2021	Water Supplies for WO#1267	0.00	6.18	
<a href="#">665096-I</a>	Invoice	07/16/2021	Water Supplies for WO#1267	0.00	7.29	
<a href="#">665383-I</a>	Invoice	07/16/2021	Water ARV for WO#1267	0.00	189.09	
02177	Wastewater Transport Services, LLC	07/30/2021	Regular	0.00	1,080.00	2441
<a href="#">11112426</a>	Invoice	07/20/2021	Lift Station Cleaning - LS#11	0.00	1,080.00	
02700	WEX Bank	07/12/2021	Bank Draft	0.00	5,540.82	DFT0000852
<a href="#">72602646</a>	Invoice	06/30/2021	Fuel Purchases	0.00	5,540.82	
00416	City of Austin	07/12/2021	Bank Draft	0.00	201.96	DFT0000853
<a href="#">040645522945</a>	Invoice	06/29/2021	Utility Expense	0.00	201.96	
00416	City of Austin	07/28/2021	Bank Draft	0.00	94,211.13	DFT0000869
<a href="#">071779092447</a>	Invoice	07/12/2021	Utility Expense	0.00	94,211.13	
01629	Pedernales	07/30/2021	Bank Draft	0.00	18,583.87	DFT0000870

Check Report

Date Range: 07/01/2021 - 07/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">County Line PS</a>	Invoice	07/30/2021	New Electric Services for 12004 1/2 Hwy	0.00	18,583.87	
00416	City of Austin	07/30/2021	Bank Draft	0.00	58.42	DFT0000871
<a href="#">224138644474</a>	Invoice	07/16/2021	Utility Expense	0.00	58.42	
00416	City of Austin	07/30/2021	Bank Draft	0.00	86.42	DFT0000872
<a href="#">399255785342</a>	Invoice	07/14/2021	Utility Expense	0.00	86.42	
00416	City of Austin	07/30/2021	Bank Draft	0.00	19,504.17	DFT0000873
<a href="#">718844045910</a>	Invoice	07/15/2021	Utility Expense	0.00	19,504.17	
00416	City of Austin	07/30/2021	Bank Draft	0.00	215.83	DFT0000874
<a href="#">398545970730</a>	Invoice	07/19/2021	Utility Expense	0.00	215.83	
00416	City of Austin	07/30/2021	Bank Draft	0.00	177.37	DFT0000875
<a href="#">540826670632</a>	Invoice	07/20/2021	Utility Expense	0.00	177.37	
00183	BB&T - Smith	07/30/2021	Bank Draft	0.00	1,735.66	DFT0000880
<a href="#">9968 - 2021.06</a>	Invoice	07/06/2021	Credit Card Purchases	0.00	1,066.66	
<a href="#">9968-2021.06.21</a>	Invoice	06/21/2021	Credit Card Purchases	0.00	669.00	
00175	BB&T - Main Office 4972	07/30/2021	Bank Draft	0.00	1,337.22	DFT0000881
<a href="#">4972 - 2021.06</a>	Invoice	07/06/2021	Credit Card Purchases	0.00	1,337.22	
02604	BB&T - Morgan	07/30/2021	Bank Draft	0.00	7,426.88	DFT0000882
<a href="#">2165 - 2021.06</a>	Invoice	07/06/2021	Credit Card Purchases	0.00	7,426.88	
00179	BB&T - Riechers	07/30/2021	Bank Draft	0.00	280.79	DFT0000883
<a href="#">5532 - 2021.06</a>	Invoice	07/06/2021	Credit Card Purchases	0.00	280.79	
00416	City of Austin	07/21/2021	Bank Draft	0.00	21,934.39	DFT0000884
<a href="#">441813722657</a>	Invoice	07/02/2021	Utility Expense	0.00	21,934.39	
00416	City of Austin	07/14/2021	Bank Draft	0.00	650.00	DFT0000898
<a href="#">BSZ - HCWS 2021</a>	Invoice	05/19/2021	Barton Springs Zone Permit Fee-Hill Count	0.00	650.00	
00416	City of Austin	07/14/2021	Bank Draft	0.00	650.00	DFT0000899
<a href="#">BSZ - MHD 2021</a>	Invoice	05/19/2021	Barton Springs Zone Permit Fee-Morning	0.00	650.00	
00416	City of Austin	07/14/2021	Bank Draft	0.00	650.00	DFT0000900
<a href="#">BSZ - CLPS 2021</a>	Invoice	05/19/2021	Barton Springs Zone Permit Fee-County Li	0.00	650.00	
00173	BB&T - Harkrider	07/30/2021	Bank Draft	0.00	492.60	DFT0000901
<a href="#">8564 - 2021.06</a>	Invoice	07/06/2021	Credit Card Purchases	0.00	492.60	
00174	BB&T - Jeffrey	07/30/2021	Bank Draft	0.00	117.59	DFT0000902
<a href="#">1073 - 2021.06</a>	Invoice	07/06/2021	Credit Card Purchases	0.00	117.59	
00182	BB&T - Sifuentes	07/30/2021	Bank Draft	0.00	1,020.98	DFT0000903
<a href="#">8145 - 2021.06</a>	Invoice	07/06/2021	Credit Card Purchases	0.00	1,020.98	
00184	BB&T - Strickland	07/30/2021	Bank Draft	0.00	117.83	DFT0000904
<a href="#">8622 - 2021.06</a>	Invoice	07/06/2021	Credit Card Purchases	0.00	82.87	
<a href="#">8622-2021.06.24</a>	Invoice	06/24/2021	Credit Card Purchases for WTP Trucks 506	0.00	34.96	
00180	BB&T - Sarot	07/30/2021	Bank Draft	0.00	3,247.75	DFT0000905
<a href="#">1040 - 2021.06</a>	Invoice	07/06/2021	Credit Card Purchases	0.00	1,755.64	
<a href="#">1040 - 2021.06.0</a>	Invoice	06/03/2021	Credit Card Purchases - WO#1077	0.00	14.97	
<a href="#">1040-2021.06.17</a>	Invoice	06/17/2021	Credit Card Purchases for EMD Truck #90	0.00	197.92	
<a href="#">1040-2021.06.25</a>	Invoice	06/25/2021	Credit Card Purchases Tools for Truck #90	0.00	1,040.86	
<a href="#">1040-2021.06.28</a>	Invoice	06/28/2021	Credit Card Purchases Camera for Fab Sho	0.00	216.49	
<a href="#">1040-2021.06.30</a>	Invoice	06/30/2021	Credit Card Purchases for WO#1237	0.00	21.97	
<a href="#">1040-2021.07.01</a>	Invoice	07/01/2021	Credit Card Purchases for WO#1238	0.00	16.40	
<a href="#">2021.07.06 1040</a>	Credit Memo	07/06/2021	Tax recorded in inventory and through req	0.00	-16.50	
02548	BB&T - Conway	07/30/2021	Bank Draft	0.00	87.58	DFT0000907

Check Report

Date Range: 07/01/2021 - 07/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">2021.06.14-I</a>	Invoice	08/04/2021	Credit Card Purchases for WO#1166	0.00	3.99	
<a href="#">5381 - 2021.06.2</a>	Credit Memo	07/01/2021	Credit Card Purchases Overpay Tools for T	0.00	-3.13	
<a href="#">5381-2021.06.25</a>	Invoice	06/25/2021	Credit Card Purchases Tools for Truck #90	0.00	86.72	
02602	BB&T - Rodriguez	07/30/2021	Bank Draft	0.00	2,746.10	DFT0000908
<a href="#">2021.07.06 2173</a>	Invoice	07/06/2021	Tax on Amazon Purchase	0.00	82.79	
<a href="#">2173 - 2021.06</a>	Invoice	07/06/2021	Credit Card Purchases	0.00	594.11	
<a href="#">2173-2021.06.23</a>	Invoice	06/23/2021	Credit Card Purchases Network Switches f	0.00	2,069.20	
00178	BB&T - Rendon	07/30/2021	Bank Draft	0.00	1,136.53	DFT0000909
<a href="#">1099 - 2021.06</a>	Invoice	07/06/2021	Credit Card Purchases	0.00	171.10	
<a href="#">1099-2021.06.24</a>	Invoice	06/24/2021	Tools for Truck #704	0.00	868.00	
<a href="#">1099-2021.06-1</a>	Invoice	07/06/2021	To record Shipping and tax that was not r	0.00	97.43	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	250	125	0.00	1,396,665.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-2,402.31
Bank Drafts	40	25	0.00	182,211.89
EFT's	1	1	0.00	25,710.16
	<b>291</b>	<b>152</b>	<b>0.00</b>	<b>1,602,185.59</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	250	125	0.00	1,396,665.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-2,402.31
Bank Drafts	40	25	0.00	182,211.89
EFT's	1	1	0.00	25,710.16
	<b>291</b>	<b>152</b>	<b>0.00</b>	<b>1,602,185.59</b>

### Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	7/2021	1,602,185.59
			<b>1,602,185.59</b>

# ITEM C



**Murfee Engineering Company**

August 9<sup>th</sup>, 2021

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 County Line 1308 Pump Station 1340 Conversion  
Contractor's Application for Payment No. 6**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 6 from Payton Construction, Inc. for the period ending July 27<sup>th</sup>, 2021. We have reviewed this application for payment, concur with the items and quantities, and recommend approval and payment in the amount of one hundred ninety-one thousand, four hundred twenty-three dollars and seventy-four cents (\$191,423.74). This application for payment is broken down as follows:

Original Contract Price:	\$1,549,710.00
Change Orders No. _ to _ :	\$0.00
Contract Price with Change Orders	\$1,549,710.00
Total Completed and stored to Date:	\$516,509.67
Retainage (5%):	\$25,825.48
<b>Amount Due this Application:</b>	<b>\$191,423.74</b>
Balance to Finish, Plus Retainage:	\$1,059,025.81

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

Sincerely,

George Murfee, P.E.  
Project Manager

cc: Jennifer Reichers – WTCPUA  
MEC File No. 11051-135

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

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

**PROJECT:** County Line 1308 Pump Station 1340 Conversion  
 12004 1/2 West U.S. 290 Hwy.  
 Austin, Texas 78737

**APPLICATION NO:** 6  
**APPLICATION DATE:** 07/27/21 (Rev. )  
**PERIOD TO:** 06/30/21 to 07/27/21  
**PCI JOB NO:** 229

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ENGINEER
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

**CONTRACTOR:** Payton Construction, Inc.  
 P.O. Box 1734  
 Wimberley, Texas 78676

**ENGINEER:** Murfee Engineering Company, Inc.  
 1101 Capital of Texas Highway South  
 Building D, Suite 110  
 Austin, Texas 78746

**CONTRACT DATE:** 01/20/21    **NOTICE TO PROCEED:** 02/01/21    **COMPLETION DATE:** 12/23/21    **CONTRACT TIME:** 325 CD    **CONTRACT TIME USED:** 177 CD

**CONTRACTOR'S APPLICATION FOR PAYMENT**

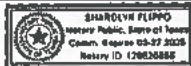
Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>1,549,710.00</u>
2. NET CHANGE BY CHANGE ORDERS	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>1,549,710.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>516,509.67</u>
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	<u>23,005.55</u>
b. 5% of Stored Material (Column F on G703)	\$	<u>2,819.93</u>
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column J of G703)	\$	<u>25,825.48</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>490,684.19</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>299,260.45</u>
8. CURRENT PAYMENT DUE	\$	<u>191,423.74</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>1,059,025.81</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total changes approved this month by Owner	\$0.00	\$0.00
Totals	\$0.00	\$0.00
Net Changes by Change Order	\$0.00	

**CONTRACTOR'S CERTIFICATION**

The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (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 the Work covered by prior Applications for Payment  
 (2) Title to all Work, materials and equipment incorporated in said work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Paul C. Pheasant    Date: 07/27/21  
 By: \_\_\_\_\_    State of: Texas    County of: Hays  
 Subscribed and sworn to before me this 27th day of July, 2021.  
 Notary Public: Sharolyn Flippe    My Commission expires: 02/27/2025  


Payment is recommended by: Blake West    Date: 08/09/2021  
 (Construction Inspector)

Payment is recommended by: [Signature]    Date: 8/9/2021  
 (Engineer)

Payment is approved by: \_\_\_\_\_    Date: \_\_\_\_\_  
 (Owner)

# CONTINUATION SHEET

AIA DOCUMENT G703

**PROJECT:** WTCPUA - County Line 1308 Pump Station 1340 Conversion

**OWNER:** West Travis County Public Utility Agency

**ENGINEER:** Murfee Engineering Company, Inc.

**CONTRACTOR:** Payton Construction, Inc.

**APPLICATION NO:** 6

**APPLICATION DATE:** 07/27/21 (Rev)

**PAYMENT PERIOD FRO** 6/30/21 to 07/27/21

**PCI PROJECT NO:** 229

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			E-1	205 SY - Limits of Construction Restoration					
E-2	215 LF - Silt Fence	860.00	860.00	0.00	0.00	860.00	1.00	0.00	43.00
W-1	1 LS - Pump Station Building	212,000.00	14,201.33	30,221.67	11,238.67	55,661.67	0.26	156,338.33	2,783.08
W-2	1 LS - Installation of Fourth Pump Can	23,000.00	23,000.00	0.00	0.00	23,000.00	1.00	0.00	1,150.00
W-3	3 EA. - 1500 GPM Vertical Turbine Pumps	384,000.00	53,760.00	0.00	0.00	53,760.00	0.14	330,240.00	2,688.00
W-4	3 EA. - 12" Pump Control Valve	84,000.00	1,000.00	74,600.00	0.00	75,600.00	0.90	8,400.00	3,780.00
W-5	4 EA. - 12" Resilient Wedge Gate Valve	12,000.00	100.00	10,700.00	0.00	10,800.00	0.90	1,200.00	540.00
W-6	4 EA. - 16" Resilient Wedge Gate Valve	40,000.00	40,000.00	0.00	0.00	40,000.00	1.00	0.00	2,000.00
W-7	1 EA. - 24" Insert Valve	78,000.00	13,000.00	0.00	0.00	13,000.00	0.17	65,000.00	650.00
W-8	40 LF - 16" Suction Piping	16,000.00	16,000.00	0.00	0.00	16,000.00	1.00	0.00	800.00
W-9	35 LF - 24" Suction Piping	29,750.00	29,750.00	0.00	0.00	29,750.00	1.00	0.00	1,487.50
W-10	30 LF - 12" Discharge Piping	48,000.00	600.00	47,400.00	0.00	48,000.00	1.00	0.00	2,400.00
W-11	1 LS - Tie-in to Discharge Header	11,000.00	100.00	10,900.00	0.00	11,000.00	1.00	0.00	550.00
W-12	1 LS - Demolition and Removal Work	17,000.00	12,750.00	2,150.00	0.00	14,900.00	0.88	2,100.00	745.00
W-13	1 LS - Temp. Support of Exist. Electrical Equipment	4,000.00	4,000.00	0.00	0.00	4,000.00	1.00	0.00	200.00
W-14	1 LS - Install 16" Wafer Check Valve in EST	5,000.00	100.00	0.00	0.00	100.00	0.02	4,900.00	5.00
M-1	1 LS - HVAC System	160,000.00	2,000.00	0.00	45,160.00	47,160.00	0.29	112,840.00	2,358.00
EL-1	1 LS - Electrical Service Upgrade	6,000.00	100.00	0.00	0.00	100.00	0.02	5,900.00	5.00
EL-2	1 LS - Electrical Work	330,000.00	46,191.00	24,602.00	0.00	70,793.00	0.21	259,207.00	3,539.65
EL-3	1 LS - SCADA and Programming	85,000.00	1,000.00	0.00	0.00	1,000.00	0.01	84,000.00	50.00
	<b>TOTAL</b>	<b>1,549,710.00</b>	<b>258,612.33</b>	<b>201,498.67</b>	<b>56,398.67</b>	<b>516,509.67</b>	<b>0.33</b>	<b>1,033,200.33</b>	<b>25,825.48</b>



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

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

BEFORE ME, the undersigned authority, on this day personally came and appeared \_\_\_\_\_  
Wendell W. Payton \_\_\_\_\_, known to me to be a credible person, and  
\_\_\_\_\_ President \_\_\_\_\_ of \_\_\_\_\_ Payton Construction, Inc.  
\_\_\_\_\_, a \_\_\_\_\_ Texas Corporation \_\_\_\_\_ (hereinafter called "Contractor"), and who, being first  
duly sworn, upon his oath declares and acknowledges as follows:

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA County Line 1308 Pump Station 1340 Conversion (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and \_\_\_\_\_  
Payton Construction, Inc.  
\_\_\_\_\_ (the "Contractor") dated January 20, 2021.

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including 06/29/21, \_\_\_\_\_ (the "Release Date").

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

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

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

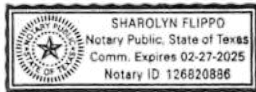
in connection with any construction or work on the Land or the Facilities up to and including the Release Date have been fully paid and satisfied and Contractor does further warrant, represent and guarantee that if for any reason a claim or claims of a lien or liens are filed for materials furnished or labor performed, or both, by virtue of Contractor's participation in the erection or construction of the Facilities or the participation therein of any individual or entity with whom or with which Contractor has entered into any contractual arrangement, Contractor will immediately furnish a bond pursuant to Sections 53.171 - 53.175 of the Texas Property Code for release of each such lien, and obtain a settlement of all such claims and obtain and furnish to Owner written full releases of all liens in respect of such claims in form and substance satisfactory to Owner all at Contractor's expense; OR IF CONTRACTOR CANNOT OBTAIN SUCH A RELEASE OR RELEASES, CONTRACTOR AGREES TO WHOLLY INDEMNIFY OWNER FOR ANY AND ALL COSTS OWNER MAY INCUR IN SATISFYING SUCH CLAIMS OR REMOVING SUCH LIENS, OR BOTH.

EXECUTED on this the 27th day of July, 2021.

CONTRACTOR Payton Construction, Inc.  
By: *Paul C. Rizzuto*  
Print Name: Paul A. Rizzuto  
Title: Project Manager

THE STATE OF TEXAS §  
§  
COUNTY OF HAYS §

SWORN TO AND SUBSCRIBED BEFORE ME on this 27th day of July, 2021



*Sharolyn Flipppo*  
Notary Public in and for the State of Texas  
Printed Name: Sharolyn Flipppo  
My Commission Expires: February 27, 2025

**ATTACH:**  
Exhibit A - List of Subcontractors

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

**Exhibit "A"  
List of Subcontractors**

1. T. Morales Company
2. Pump Solutions, Inc.
3. Water Damage Roofing of Austin
4. Diamondback Mechanical Group
5. Loredo Truss Company
6. JW Brick
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

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

**SUBCONTRACTOR'S PARTIAL LIEN WAIVER**

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

BEFORE ME, the undersigned authority, personally appeared Tina Morales-Eldridge who, being by me duly sworn, states as follows:

I.

My name is Tina Morales-Eldridge. I am, Pres. of GP of T. Morales Company (hereinafter referred to as "Subcontractor").

Subcontractor has provided materials or performed work in conjunction with the construction of facilities known as WTCPVA County Line 1308 Pump Station 1340 Conversion (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPVA (the "Owner"), WTCPVA and Payton Construction ("Contractor"), dated 1-22-2021.

II.

For and in consideration of the payment to Subcontractor of the sum of \$ 12301.00 now due and owing for the construction of the Facilities as reflected in Subcontractor's invoice number PAPA ("Progress Payment"), Subcontractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities and 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 July 30, 2021 (the "Release Date"). This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the Release Date, 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 through the Release Date claiming through or under the undersigned will be fully paid all amounts that may be due and owing (to the extent not already paid) and the undersigned does hereby agree to hold the Owner and any lending institution advancing funds in reliance hereon, 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. The total amount paid to the Subcontractor for the Facilities, including the Progress Payment is \$ 34722.00.

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the 6 day of August, 2021.

T. Morales Company  
(SUBCONTRACTOR)

By: Tina Morales-Eldridge  
Print Name: Tina Morales - Eldridge  
Title: Pres of GP

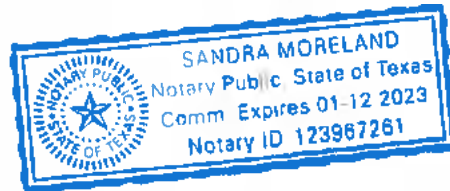
SWORN TO AND SUBSCRIBED BEFORE ME this 6 day of August, 2021.

Sandra Moreland  
Notary Public, State of Texas

THE STATE OF TEXAS        §  
   §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the 6 day of August, 2021 by Tina Morales-Eldridge, Pres of G-P of T. Morales Company, a LTD company, on behalf of said Company.

Sandra Moreland  
Notary Public in and for the State of Texas  
Printed Name: Sandra Moreland  
My Commission Expires: 1/12/2023



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

**SUBCONTRACTOR'S PARTIAL LIEN WAIVER**

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

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

I.

My name is Chris Hill. I am, Owner of  
Diamondback Mechanical (hereinafter referred to as "Subcontractor").


Subcontractor has provided materials or performed work in conjunction with the construction of facilities known as WTCPUA County Line 1308 Pump Station 1340 Conversion (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), Diamondback Mechanical and Diamondback Payton Construct. ("Contractor"), dated ~~7-20-2021~~ 7-13-2021

II.

For and in consideration of the payment to Subcontractor of the sum of \$ 45,160 now due and owing for the construction of the Facilities as reflected in Subcontractor's invoice number 10307 ("Progress Payment"), Subcontractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities and 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 5-24-2021 (the "Release Date"). This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the Release Date, 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 through the Release Date claiming through or under the undersigned will be fully paid all amounts that may be due and owing (to the extent not already paid) and the undersigned does hereby agree to hold the Owner and any lending institution advancing funds in reliance hereon, 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. The total amount paid to the Subcontractor for the Facilities, including the Progress Payment is \$ 45,160.

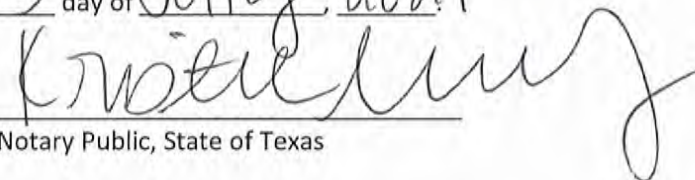
**Bidding Requirements, Contract Forms & Conditions of the Contract  
Supplemental General Conditions – Section 00810**

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the 13 day of July, 2021.

  
\_\_\_\_\_  
(SUBCONTRACTOR) Diamondback Mechanical Group

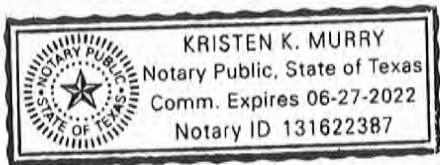
By:   
Print Name: Chris Hill  
Title: Owner

SWORN TO AND SUBSCRIBED BEFORE ME this 13 day of July, 2021.

  
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS        §  
   §  
COUNTY OF TRAVIS        §

This instrument was acknowledged before me on the 13 day of July, 2021 by Chris Hill of Diamondback Mechanical, a Texas Company, on behalf of said Contract.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
Printed Name: Kristen Murry  
My Commission Expires: 6/27/22

CONTRACTOR PAYMENT SUMMARY

**Application for Payment No. 1**

Original Contract Price:		\$1,549,710.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,549,710.00
Total Completed and Stored to Date:		\$27,000.00
Retainage		
5% Work Completed (D+E):	\$27,000.00	\$1,350.00
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$1,350.00
Amount Eligible to Date:		\$25,650.00
Less Previous Payments:		\$0.00
Amount Due this Application:		\$25,650.00
Balance to Finish, Plus Retainage:		\$1,524,060.00

**Application for Payment No. 2**

Original Contract Price:		\$1,549,710.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,549,710.00
Total Completed and Stored to Date:		\$106,400.00
Retainage		
5% Work Completed (D+E):	\$106,400.00	\$5,320.00
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$5,320.00
Amount Eligible to Date:		\$101,080.00
Less Previous Payments:		\$25,650.00
Amount Due this Application:		\$75,430.00
Balance to Finish, Plus Retainage:		\$1,448,630.00

**Application for Payment No. 3**

Original Contract Price:		\$1,549,710.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,549,710.00
Total Completed and Stored to Date:		\$141,291.00
Retainage		
5% Work Completed (D+E):	\$141,291.00	\$7,064.55
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$7,064.55
Amount Eligible to Date:		\$134,226.45
Less Previous Payments:		\$101,080.00
Amount Due this Application:		\$33,146.45
Balance to Finish, Plus Retainage:		\$1,415,483.55

**Application for Payment No. 4**

Original Contract Price:		\$1,549,710.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,549,710.00
Total Completed and Stored to Date:		\$287,947.67
Retainage		
5% Work Completed (D+E):	\$231,549.00	\$11,577.45
5% Stored Material (F):	\$56,398.67	\$2,819.93
Total Retainage::		\$14,397.38
Amount Eligible to Date:		\$273,550.29
Less Previous Payments:		\$134,226.45
Amount Due this Application:		\$139,323.84
Balance to Finish, Plus Retainage:		\$1,276,159.71



**CONTRACTOR PAYMENT SUMMARY**

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**Application for Payment No. 5**

Original Contract Price:		\$1,549,710.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,549,710.00
Total Completed and Stored to Date:		\$315,011.00
Retainage		
5% Work Completed (D+E):	\$256,612.33	\$12,830.62
5% Stored Material (F):	\$58,398.67	\$2,919.93
Total Retainage::		\$15,750.55
Amount Eligible to Date:		\$299,260.45
Less Previous Payments:		\$273,550.29
Amount Due this Application:		\$25,710.16
Balance to Finish, Plus Retainage:		\$1,250,449.55

**Application for Payment No. 6**

Original Contract Price:		\$1,549,710.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,549,710.00
Total Completed and Stored to Date:		\$516,509.67
Retainage		
5% Work Completed (D+E):	\$460,111.00	\$23,005.55
5% Stored Material (F):	\$56,398.67	\$2,819.93
Total Retainage::		\$25,825.48
Amount Eligible to Date:		\$490,684.19
Less Previous Payments:		\$299,260.45
Amount Due this Application:		\$191,423.74
Balance to Finish, Plus Retainage:		\$1,059,025.81





Murfee Engineering Company

August 3<sup>rd</sup>, 2021

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 SWP GSTs  
Contractor's Application for Payment No. 12**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 12 from DN Tanks, Inc. for the period ending July 28<sup>th</sup>, 2021. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of three hundred and ninety-eight thousand, three hundred and twenty three dollars and eighty cents (\$398,323.80). This application for payment is broken down as follows:

Original Contract Price:	\$3,242,374.40
Net Change by Change Orders:	\$694.46
Current Contract Price:	\$3,243,068.86
Total Completed and Stored to Date:	\$2,415,084.55
Retainage (5%):	\$120,754.23
<b>Amount Due this Application:</b>	<b>\$398,323.80</b>
Balance to Finish, Plus Retainage:	\$948,738.54

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

Sincerely,

George Murfee, P.E.

cc: Jennifer Riechers – WTCPUA  
MEC File No. 11051.146

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

<p>TO OWNER: WEST TRAVIS COUNTY PUA 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 (WTC PUA SWPKWY GST) 10710 I/2 W SH 71 Austin, TX 78735</p> <p>Contractor Job Number: 2020-024</p> <p>VIA ENGINEER: Murfee Engineering Co., Inc.</p>	<p>APPLICATION NO: 12 DATE: 7/26/2021 PERIOD TO: 7/28/2021 Engineer's Project No. 11051.110/146</p> <p>CONTRACT DATE: 7-27-20</p>
<p>CONTRACT FOR: WTCPUA Southwest Parkway Ground Storage Tank</p>		

**CONTRACTOR'S APPLICATION FOR PAYMENT**

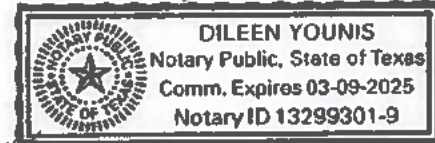
1. ORIGINAL CONTRACT SUM	\$	3,242,374.40
2. Net change by Change Orders	\$	694.46
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	3,243,068.86
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	2,413,064.55
5. RETAINAGE		
a. <u>5</u> % of Completed Work (Column D + F on G703)	\$	<u>120,754.23</u>
b. <u>        </u> % of Stored Material (Column F on G703)	\$	<u>                        </u>
Total Retainage (Lines 5a - 5b or Total in Column I of G703)	\$	120,754.23
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	2,294,330.32
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,896,006.52
8. CURRENT PAYMENT DUE	\$	398,323.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	948,738.54

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$16,908.46	(\$16,214.00)
Total approved this Month		
<b>TOTALS</b>	<b>\$16,908.46</b>	<b>(\$16,214.00)</b>
<b>NET CHANGES by Change Order</b>		<b>\$694.46</b>

**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: *Christian R. Pond* Date: 7/29/2021  
 (Project Manager)  
 State of: Texas County of: Dallas  
 Subscribed and sworn to before me this 29th day of July 2021  
 Notary Public: Dileen Younis  
 My Commission expires 03-09-2025



Payment is recommended by: Scott Beardsworth (Construction Inspector (if applicable)) Date: 8/4/21

Payment is recommended by: *Jason M. Mader* (Engineer) Date: 8-5-21

Payment is Approved by: \_\_\_\_\_ (Owner) Date: \_\_\_\_\_

To Owner: WEST TRAVIS COUNTY PUA

From (Contractor): DN Tanks, Inc.

Project: Southwest Parkway Ground Storage Tank

Location: Austin, TX

Application No: 12

Contractor's Job Number: 2020-024

Engineer's Project No: 11051.110/146

Date: 7/26/2021

Period To: 7/28/2021

Item Number	Description	Unit Price	Contract Quantity / U/M	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention
					Quantity	Amount	Quantity	Amount	Quantity	Amount	%	
E-1 2000	LOC Restoration	34,502.40	1.000 EA	34,503.00	0.10	3,450.24	0.00	0.00	0.10	3,450.24	10%	172.51
Total				34,503.00		3,450.24		0.00		3,450.24	10%	172.51
E-2 2000	88 Fence	4,716.00	1.000 EA	4,716.00	0.90	4,244.40	0.00	0.00	0.90	4,244.40	90%	212.22
Total				4,716.00		4,244.40		0.00		4,244.40	90%	212.22
E-3 2000	Stabilized Construction Entrance	3,600.00	1.000 EA	3,600.00	0.90	3,240.00	0.00	0.00	0.90	3,240.00	90%	162.00
Total				3,600.00		3,240.00		0.00		3,240.00	90%	162.00
W-1	Ground Storage Tank	1,251,589.00	1.000 LS	1,251,589.00	0.862	1,228,994.90	0.000	0.00	0.862	1,228,994.90	98.2%	61,449.75
Total				1,251,589.00		1,228,994.90		0.00		1,228,994.90	98.2%	61,449.75
W-2 2010	16" Water Line	34,626.00	1.000 LS	34,626.00	1.00	7,000.00	0.00	0.00	1.00	34,626.00	100%	1,731.30
Total				34,626.00		7,000.00		0.00		34,626.00	100%	1,731.30
W-3 2010	20" Water Line	19,720.00	1.000 LS	19,720.00	1.00	19,720.00	0.00	0.00	1.00	19,720.00	100%	986.00
Total				19,720.00		19,720.00		0.00		19,720.00	100%	986.00
W-4 2010	20" Tie-In Infrastructure	3,600.00	1.000 LS	3,600.00	1.00	3,600.00	0.00	0.00	1.00	3,600.00	100%	180.00
Total				3,600.00		3,600.00		0.00		3,600.00	100%	180.00
W-5 2010	16" Tie-In Infrastructure	2,200.00	1.000 LS	2,200.00	1.00	2,200.00	0.00	0.00	1.00	2,200.00	100%	110.00
Total				2,200.00		2,200.00		0.00		2,200.00	100%	110.00
W-6 2010	In-Tank Hydrodynamic Meter	154,800.00	1.000 LS	154,800.00	1.00	154,800.00	0.00	0.00	1.00	154,800.00	100%	7,740.00
Total				154,800.00		154,800.00		0.00		154,800.00	100%	7,740.00
W-7 2010	47' x 3 S' Drainage Flume	64,131.99	1.000 LS	64,131.99	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Total				64,131.99		0.00		0.00		0.00	0%	0.00
W-8 2010	Tree Removal	5,800.00	1.000 LS	5,800.00	1.00	5,800.00	0.00	0.00	1.00	5,800.00	100%	290.00
Total				5,800.00		5,800.00		0.00		5,800.00	100%	290.00
W-9 2020	Demolition and Removal of Existing GST	50,500.00	1.000 LS	50,500.00	1.00	50,500.00	0.00	0.00	1.00	50,500.00	100%	2,525.00
Total				50,500.00		50,500.00		0.00		50,500.00	100%	2,525.00
EL-1 2020	Electrical Work	46,600.00	1.000 LS	46,600.00	1.00	46,600.00	0.00	0.00	1.00	46,600.00	100%	2,330.00
Total				46,600.00		46,600.00		0.00		46,600.00	100%	2,330.00
TS-1 2020	Trench Safety	3,060.00	1.000 LS	3,060.00	1.00	3,060.00	0.00	0.00	1.00	3,060.00	100%	153.00
Total				3,060.00		3,060.00		0.00		3,060.00	100%	153.00
TS-2 2020	Temporary Fencing	536.00	1.000 LS	536.00	1.00	536.00	0.00	0.00	1.00	536.00	100%	26.80
Total				536.00		536.00		0.00		536.00	100%	26.80
AL-1	AL-1 Ground Storage Tank #2 CO#3 GST2 outlet reconnection	1,563,076.87 3,176.47	1.000 LS 1.000 LS	1,563,076.87 3,176.47	0.278 0.45	434,424.80 1,429.41	0.268 0.00	419,288.21 0.00	0.546 0.45	853,713.01 1,429.41	54.6% 45%	42,665.65 71.47
Total				1,563,076.87		434,424.80		419,288.21		853,713.01	54.6%	42,665.65
<b>Application Total</b>				<b>3,243,068.86</b>		<b>1,968,170.34</b>		<b>419,288.21</b>		<b>2,415,084.55</b>		<b>120,754.23</b>

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

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

BEFORE ME, the undersigned authority, on this day personally came and appeared Adrian Domek, known to me to be a credible person, and a Project Manager of DN Tanks, Inc., a \_\_\_\_\_ (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA Southwest Parkway GST (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and DN Tanks (the "Contractor") dated July 27, 2020.

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including June 28, 2021 (the "Release Date").

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

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

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

in connection with any construction or work on the Land or the Facilities up to and including the Release Date have been fully paid and satisfied and Contractor does further warrant, represent and guarantee that if for any reason a claim or claims of a lien or liens are filed for materials furnished or labor performed, or both, by virtue of Contractor's participation in the erection or construction of the Facilities or the participation therein of any individual or entity with whom or with which Contractor has entered into any contractual arrangement, Contractor will immediately furnish a bond pursuant to Sections 53.171 - 53.175 of the Texas Property Code for release of each such lien, and obtain a settlement of all such claims and obtain and furnish to Owner written full releases of all liens in respect of such claims in form and substance satisfactory to Owner all at Contractor's expense; OR IF CONTRACTOR CANNOT OBTAIN SUCH A RELEASE OR RELEASES, CONTRACTOR AGREES TO WHOLLY INDEMNIFY OWNER FOR ANY AND ALL COSTS OWNER MAY INCUR IN SATISFYING SUCH CLAIMS OR REMOVING SUCH LIENS, OR BOTH.

EXECUTED on this the 29th day of July, 2021.

CONTRACTOR DN Tanks, Inc

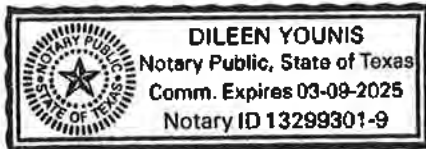
11 Teal Rd. Wakefield, MA 01880

By: *Adrian Domek*

Print Name: Adrian Domek

Title: Project Manager

SWORN TO AND SUBSCRIBED BEFORE ME on this 29th day of July, 2021



Dallas, Texas

Notary Public in and for the State of Texas

Printed Name: Dileen Younis

My Commission Expires: 03-09-2025

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: \_\_\_\_\_

**ATTACH:**

Exhibit A - List of Subcontractors

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

**Exhibit "A"  
List of Subcontractors**

1. Mesa Contracting, LLC \_\_\_\_\_
2. Premium Gutters, Inc. \_\_\_\_\_
3. Martin Marietta \_\_\_\_\_
4. H&H Electrical Services, LLC \_\_\_\_\_
5. Red Valve Company, Inc \_\_\_\_\_
6. Iseler Demolition, Inc \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_







Murfee Engineering Company

August 3<sup>rd</sup>, 2021

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 Lift Station 9 Rehab Contractor’s Application for Payment No. 6**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 6 from Austin Engineering Company, Inc. for the period ending July 31<sup>st</sup>, 2021. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of twenty-seven thousand seven hundred fifty dollars and no cents (\$27,750.00). This application for payment is broken down as follows:

Original Contract Price:	\$555,000.00
Change Order(s):	\$0.00
Current Contract Price:	\$555,000.00
Total Completed and Stored to Date:	\$555,000.00
Retainage (5%):	\$27,750.00
Previous Payments	\$527,250.00
<b>Amount Due this Application:</b>	<b>\$27,750.00</b>
Balance to Finish, Plus Retainage:	\$0.00

Please note that this is the final pay application for the Lift Station 9 Rehabilitation project and includes the statement that all subcontractors have been paid or will be paid upon receipt of this payment. If you have any questions, please do not hesitate to contact me.

Sincerely,

Andrea Wyatt, P.E.  
Project Manager

cc: Jennifer Riechers – WTCPUA  
George Murfee, P.E. – MEC  
MEC File No. 11051.139

W:\WTCPUA\Facilities\Wastewater\LS 9 Rehab\Construction Admin\Pay App\PA6-LS9 Rehab-WTCPUA-210803.pdf.docx

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER: WEST TRAVIS CO. PUA  
13215 BEE CAVE PKWY., BLDG. B, STE. 110  
BEE CAVE, TX 78738

PROJECT: WTCPUA LIFT STATION 9 REHAB APPLICATION NO: **SIX (6)**  
DATE: 7/20/2021

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	General Contractor
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	

**RETAINAGE**

PERIOD TO: 7/31/2021

FROM CONTRACTOR:  
AUSTIN ENGINEERING CO., INC.  
P.O. Box 342349  
Austin, Texas 78734

PROJECT NO: 11051.139

AECO JOB NO: 20033  
AECO INVOICE NO: 21156  
CONTRACT DATE: 10/10/2020

CONTRACT FOR: LIFT STATION REHABILITATION

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

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

1. ORIGINAL CONTRACT SUM	\$ 555,000.00
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 555,000.00
4. TOTAL COMPLETED & STORED TO Date (Column D + E on G703)	\$ 555,000.00
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ -
b. 5 % 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)	\$ 555,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 527,250.00
8. CURRENT PAYMENT DUE	<b>\$ 27,750.00</b>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ -

CONTRACTOR: AUSTIN ENGINEERING CO., INC.

By: Travis W. Keller, Vice President Date: 7/20/21

State of Texas  
Subscribed and sworn to before me this 20th day of July, 2021  
Notary Public  
My Commission expires: 11/17/23

County of Travis  
**ANGELA F. WALTON**  
Notary Public, State of Texas  
Comm. Expires 11/17/2023  
Notary ID 642467-5

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

Payment is recommended by: Andrea Wyatt August 3, 2021  
MURFEE ENGINEERING CO., INC. DATE

Payment is recommended by: \_\_\_\_\_  
WEST TRAVIS COUNTY P.U.A. DATE

Contractor: Austin Engineering Co., Inc.  
P. O. Box 342349  
Austin, Texas 78734-2349  
Phone: (512) 327-1464 FAX (512) 327-1765

Estimate Number: **SIX (6)**

Invoice No **21156**

# INVOICE

Estimate Date: **7/20/21**

**RETAINAGE**

Owner: **WEST TRAVIS COUNTY P.U.A.**  
**13215 BEE CAVE PKWY, BLDG. B, STE. 110**  
**AUSTIN, TEXAS 78738**

Original Contract Amount: \$ **555,000.00**  
Change Orders \$ **-**  
Contract Amount \$ **555,000.00**

ENGINEER'S PROJECT NO.: 11051.139

Project: **LIFT STATION NO. 9 REHABILITATION**

CLIENT NO.: **65**

AECO PROJECT NO.

**20033**

DESCRIPTION	QTY	UNIT	CONTRACT		PREVIOUS		CURRENT		TOTAL		% Compl.	
			Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount Due		
<b>SCOPE OF WORK</b>												
W-1 Blast & Recoat Wet Well	1	LS	\$ 50,000.00	\$ 50,000.00	1.00	\$ 50,000.00	0.00	\$ -	1.00	\$ 50,000.00	100%	
W-2 New SS Piping, replace Ductile Iron	1	LS	\$ 50,000.00	\$ 50,000.00	1.00	\$ 50,000.00	0.00	\$ -	1.00	\$ 50,000.00	100%	
W-3 Install two (2) check Valves	1	LS	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	100%	
W-4 Bypass Pumping w/24 Hour Watch	1	LS	\$ 60,000.00	\$ 60,000.00	1.00	\$ 60,000.00	0.00	\$ -	1.00	\$ 60,000.00	100%	
<b>E-1 ELECTRICAL</b>												
1 Mobilization	1	LS	\$ 15,500.00	\$ 15,500.00	1.00	\$ 15,500.00	0.00	\$ -	1.00	\$ 15,500.00	100%	
2 Submittals	1	LS	\$ 13,000.00	\$ 13,000.00	1.00	\$ 13,000.00	0.00	\$ -	1.00	\$ 13,000.00	100%	
<b>Misc. Lift Station Site Electrical Work</b>												
3 UG Electrical Conduit	1	LS	\$ 59,525.00	\$ 59,525.00	1.00	\$ 59,525.00	0.00	\$ -	1.00	\$ 59,525.00	100%	
4 Electrical Rack/Canopy/Slab	1	LS	\$ 69,000.00	\$ 69,000.00	1.00	\$ 69,000.00	0.00	\$ -	1.00	\$ 69,000.00	100%	
5 Above Ground / Exposed Conduit	1	LS	\$ 28,000.00	\$ 28,000.00	1.00	\$ 28,000.00	0.00	\$ -	1.00	\$ 28,000.00	100%	
6 Wire Installation & Termination	1	LS	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	100%	
7 Grounding	1	LS	\$ 11,000.00	\$ 11,000.00	1.00	\$ 11,000.00	0.00	\$ -	1.00	\$ 11,000.00	100%	
8 Light Fixtures (Fixtures Only)	1	LS	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	0.00	\$ -	1.00	\$ 4,000.00	100%	
9 Light Fixtures (Material & Labor)	1	LS	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	100%	
10 Demo Light Fixture	1	LS	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00	0.00	\$ -	1.00	\$ 7,000.00	100%	
11 Demo AE Meter	1	LS	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	100%	
12 Demo Antenna	1	LS	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	100%	
13 Demo Pump Control Rack	1	LS	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	100%	
14 Demo CT Can	1	LS	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	100%	
15 Demo RTU Panel	1	LS	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	0.00	\$ -	1.00	\$ 1,500.00	100%	
16 Demo Auto-Dialer	1	LS	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	100%	
17 Reinstall Antenna	1	LS	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	100%	
18 Reinstall Autodialer	1	LS	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	100%	
19 Genset Receptacle (New)	1	LS	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	100%	
20 Pump Control Panel (New)	1	LS	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00	0.00	\$ -	1.00	\$ 7,000.00	100%	
21 RTU Panel (New)	1	LS	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	0.00	\$ -	1.00	\$ 3,500.00	100%	
22 Pump Power Panel (New)	1	LS	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00	100%	
23 AE Meter (New)	1	LS	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00	0.00	\$ -	1.00	\$ 7,000.00	100%	
24 CT Cabinet ( New)	1	LS	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00	0.00	\$ -	1.00	\$ 7,000.00	100%	

Contractor: Austin Engineering Co., Inc.  
P. O. Box 342349  
Austin, Texas 78734-2349  
Phone: (512) 327-1464 FAX (512) 327-1765

Estimate Number: **SIX (6)**

Invoice No **21156**

# INVOICE

Estimate Date: **7/20/21**

**RETAINAGE**

Owner: **WEST TRAVIS COUNTY P.U.A.**  
**13215 BEE CAVE PKWY, BLDG. B, STE. 110**  
**AUSTIN, TEXAS 78738**

Original Contract Amount: \$ **555,000.00**  
Change Orders \$ **-**  
Contract Amount \$ **555,000.00**

ENGINEER'S PROJECT NO.: 11051.139

Project: **LIFT STATION NO. 9 REHABILITATION**

CLIENT NO.: 65

AECO PROJECT NO.

20033

DESCRIPTION	QTY	UNIT	CONTRACT		PREVIOUS		CURRENT		TOTAL		% Compl.	
			Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount Due		
25 High Voltage Panelboard "1HV" (New)	1	LS	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	100%	
26 Mini-Power Zone (New)	1	LS	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	100%	
27 Surge Protective Devices (Qty. 4)	1	LS	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	100%	
28 Main Disconnect Switch (New)	1	LS	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	100%	
29 Manual Transfer Switch (New)	1	LS	\$ 9,000.00	\$ 9,000.00	1.00	\$ 9,000.00	0.00	\$ -	1.00	\$ 9,000.00	100%	
30 Wet Well Junction Boxes (Qty. 3)	1	LS	\$ 9,000.00	\$ 9,000.00	1.00	\$ 9,000.00	0.00	\$ -	1.00	\$ 9,000.00	100%	
31 Enclosed Breaker for Genset Receptacle	1	LS	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00	100%	
<b><u>Instrumentation &amp; Control Panels</u></b>												
<b><u>Panels</u></b>												
32 Pump Power Panel	1	LS	\$ 10,450.00	\$ 10,450.00	1.00	\$ 10,450.00	0.00	\$ -	1.00	\$ 10,450.00	100%	
33 Pump Control Panel	1	LS	\$ 11,250.00	\$ 11,250.00	1.00	\$ 11,250.00	0.00	\$ -	1.00	\$ 11,250.00	100%	
34 A/C Unit	1	LS	\$ 2,925.00	\$ 2,925.00	1.00	\$ 2,925.00	0.00	\$ -	1.00	\$ 2,925.00	100%	
35 RTU Panel	1	LS	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	0.00	\$ -	1.00	\$ 15,000.00	100%	
<b><u>Other Instrumentation/Equipment</u></b>												
36 Float Switches (2)	1	LS	\$ 200.00	\$ 200.00	1.00	\$ 200.00	0.00	\$ -	1.00	\$ 200.00	100%	
37 Level Transmitter	1	LS	\$ 650.00	\$ 650.00	1.00	\$ 650.00	0.00	\$ -	1.00	\$ 650.00	100%	
<b><u>Services</u></b>												
38 Submittal Preparation	1	LS	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	100%	
39 Field Startup/Commissioning O&Ms	1	LS	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	0.00	\$ -	1.00	\$ 7,500.00	100%	
40 O&M Manuals	1	LS	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	0.00	\$ -	1.00	\$ 4,000.00	100%	
<b><u>Project Closeout</u></b>												
41 Electrican/Instrumentation Startup Commissioning	1	LS	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	0.00	\$ -	1.00	\$ 4,500.00	100%	
42 O&M Manuals	1	LS	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	100%	
<b>TOTAL BASE CONTRACT</b>			<b>\$ 555,000.00</b>		<b>\$ 555,000.00</b>		<b>\$ -</b>		<b>\$ 555,000.00</b>		<b>100%</b>	

Total Work Complete to Date \$ 555,000.00  
Less 5% Retainage \$ -  
Subtotal \$ 555,000.00  
Less Previous Pay Request \$ 527,250.00  
Amount Due This Estimate \$ **27,750.00**

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

Project: LIFT STATION NO. 9 REHABILITATION  
Job No. 11051.139

On receipt by the signer of this document of a check from WEST TRAVUS COUNTY P.U.A in the sum of Twenty-Seven Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$27,750.00) payable to AUSTIN ENGINEERING CO., 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 LIFT STATION NO. 9 located in Travis County, Texas to the following extent: LIFT STATION NO. 9 REHABILITATION.

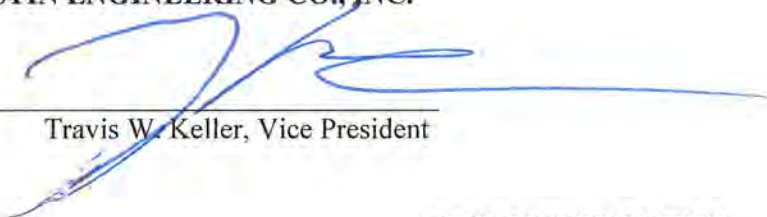
This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Austin Engineering Co., Inc. (person with whom signer contracted).

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

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

Date: July 20, 2021

**AUSTIN ENGINEERING CO., INC.**

By:   
Travis W. Keller, Vice President

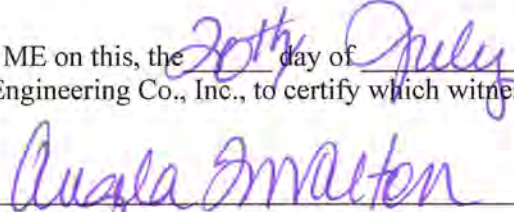
**ACKNOWLEDGMENT**

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

SUBSCRIBED AND SWORN TO BEFORE ME on this, the 20th day of July, 2021, by Travis W. Keller, Vice President of Austin Engineering Co., Inc., to certify which witness my hand and seal of office.

(NOTARY SEAL)



  
Angela F. Walton  
Notary Public, State of Texas, I.D. 642647-5  
My Commission Expires: November 17, 2023

# ITEM D



## WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

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

August 19, 2021

**DRAFT**

Mr. Hunter Shadeburne, P.E.  
Austin Civil Engineering  
9510B Menchaca Rd. #220  
Austin, TX 78748

Re: Service Availability  
Uplands Office  
11301 FM 2244  
Bee Cave, TX 78738

Dear Mr. Shadeburne:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water and wastewater service for a proposed office development. Service Availability for thirty-nine (39) LUEs of water allocation and twenty-three (23) 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 thirty-nine (39) LUEs of water service allocation and twenty-three (23) 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 property is located within the City Limits of the City of Bee Cave and shall be required to secure an approved subdivision plat 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;
13. The property is subject to the City of Bee Cave's platting and water quality rules.

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

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

Sincerely,

Jennifer Riechers  
General Manager

Mr. Hunter Shadeburne, P.E.

Page 3

August 19, 2021

Cc: Reuben Ramirez  
Jennifer Smith  
Tricia Altamirano, P.E.  
Jennifer Riechers  
Stephanie Albright, Lloyd Gosselink Rochelle & Townsend, P.C.

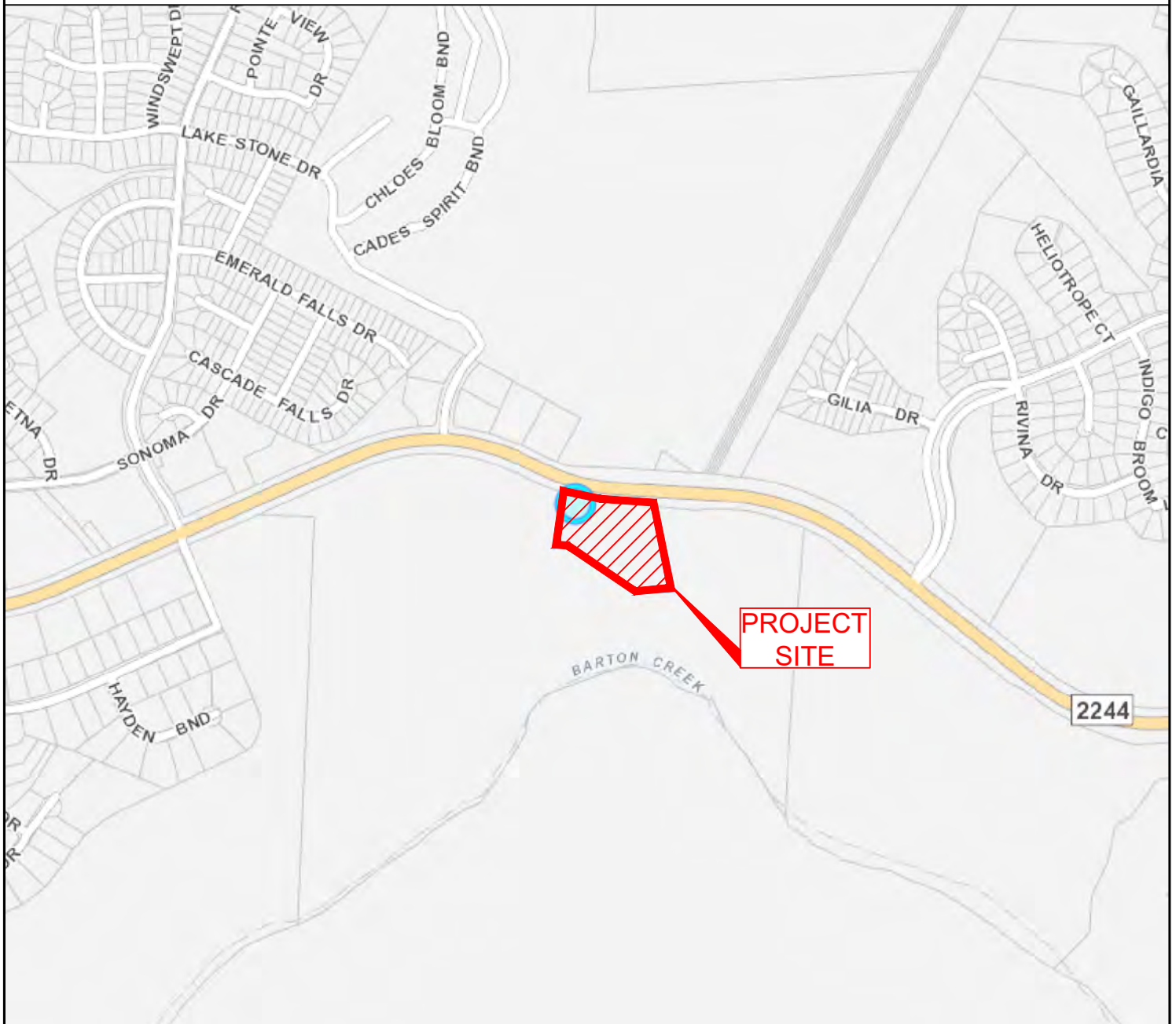
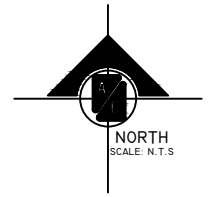


EXHIBIT  
VICINITY  
MAP

UPLANDS OFFICE  
11301 FM 2244 (BEE CAVES RD.)  
AUSTIN, TEXAS 78746  
N.T.S.



**AUSTIN CIVIL  
ENGINEERING, INC.**  
TBPE FIRM # F-001018  
9501B Manchaca Rd. Ste. 200  
AUSTIN, TEXAS 78748  
PH: (512) 306-0018

**AGREEMENT FOR THE PROVISION OF NONSTANDARD  
RETAIL WATER AND WASTEWATER SERVICE  
(UPLANDS OFFICE)**

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 CGA Steck, LTD., a Texas limited definition business. (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 5.85 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 CGA Steck, LTD. 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 39 LUEs of water service (23 LUEs retail use, 16 irrigation use) and 23 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 39 LUEs water service and 23 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 39 water LUEs and 23 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 39 LUEs of water and 23 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 39 LUEs of water service and 23 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 39 LUEs for which a Retail Customer has not requested water service or 23 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)

the date actually received; or (2) three (3) days after posting in the U.S. Mail. Notice shall be provided to the following addresses:

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

Email: jriechers@wtcpua.org

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

Email: salbright@lglawfirm.com

Developer: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

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

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

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

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

**Section 6.8 Saturday, Sunday, or Legal Holiday.** If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be acceptable if performed on the next business day following such Saturday, Sunday or legal

holiday. For purposes of this subparagraph, "legal holiday" shall mean any state or federal holiday for which financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

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

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

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

*[Signature pages to follow]*

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

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY BOARD OF DIRECTORS**

By: \_\_\_\_\_  
Scott Roberts  
President

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Walt Smith  
Secretary/Treasurer

Date: \_\_\_\_\_

**CGA STECK, LTD.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

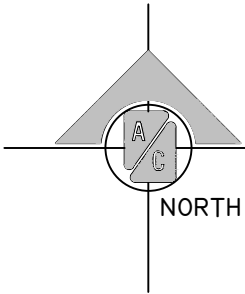
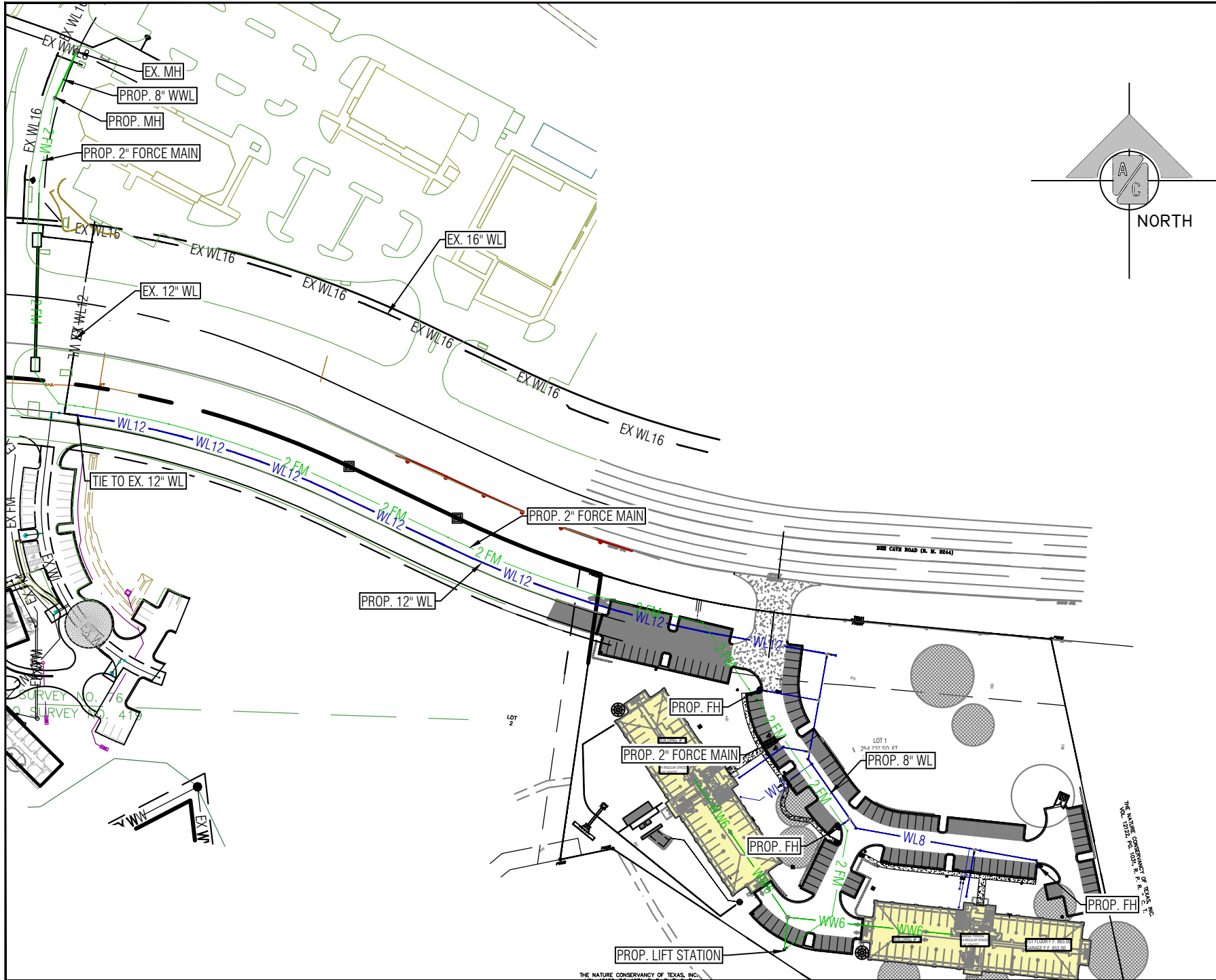
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EXHIBIT A**

**EXHIBIT B**  
**DEVELOPER FACILITIES**



**AUSTIN CIVIL  
ENGINEERING, INC.**

TBPE FIRM # F-001018  
9501 B MANCHACA RD, SUITE. 220  
AUSTIN, TX 78748  
PH: (512) 306-0018



**UPLANDS OFFICE**

11501 FM 2244 (BEE CAVE RD.)  
AUSTIN, TEXAS 78746

PUBLIC UTILITY EXHIBIT



# ITEM E

Generator Field Services LLC.  
300 Bent Way Marble Falls TX. 78654  
830-265-1203



WTCPUA  
New Generator

## QUOTE

QUOTE #            GFS7865  
QUOTE Date        07/16/2021  
EXP Date           09/16/2021

Item	Description	Unit Price	Quantity	Amount
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Trailer Mounted Cummins 125KW Enclosed.

69641.00

1.00

69,641.00

Engine: Cummins QSB5G6 208HP At 1800RPM. Diesel.  
24HR Tank Capacity at Full Load. UI Listed Double Wall.

Generator End: 12 Lead 480/277 VAC 3PH 60HZ 200A  
Main Line Circuit Breaker. Permeant Magnet  
Excitation(PMG Generator End For Motor Starting)

Controls: Cummins PCC 1.1

Accessories: Battery- Lead Acid, Block Heater & Battery  
Float Charger.

TOP HAT 7X18 5.2K Axles X2  
Dual Axle Trailer / Electric Brakes.  
Coupler: 2-5/16" Forged A-Frame  
Jack: 7000# Fold Up  
Fenders: 9x72 Rolled Teardrop  
Floor: Diamond Plate Steel  
Brake: Electric 2 Wheel  
Break Away Unit w/Charger  
(10) Stake Pockets  
Flush Floor  
Dovetail 4'  
Non Removable Rear Slide-N-Ramps 6'x22"  
Side Steps (Diamond Plate Front Fender Steps)  
Spare Tire Mount ONLY  
Sealed Flush Mount LED Lights  
Wiring Harness  
4 D-Rings In Floor  
Colors: Black  
Frame: 5" Channel  
Front Bump Rail: 2" Square Tube  
Crossmembers: 3x2x3/16  
Tongue: 5" Channel Wrap  
45 Degree Front Corners  
Floor to Fender Ht. 10"

Bed liner on deck.

Rear jacks.

NOTES: Start up with load bank included.  
Freight Included. Generator Lead time 5 business days.

	<b>Subtotal</b>	69,641.00
	<b>Total</b>	69,641.00
	<b>Amount Paid</b>	0.00
	<b>Balance Due</b>	<b>\$69,641.00</b>



Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

**Quote No:** 30940113  
**Quote Date:** 7/14/2021  
**Quote Expires:** 8/14/2021

Re: WTCPUD Lift 9 XQ125

Greetings,

We are pleased to submit the following confirmation of our quote. Holt Power Systems proposes to furnish this equipment at the attached quoted price.

If Start-up is included, Holt Cat will arrange for initial start-up services at no additional charge. These services include a check of wiring continuity, safety shutoffs and controls; including automatic transfer switches or paralleling gear on and related to the unit that we supply.

Load bank testing is provided if requested or required by specifications. Holt Cat will arrange for the load banks and the personnel to conduct the test, with fuel being the responsibility of others. All work is to be conducted during normal Holt working hours (Monday –Friday, 7:30 AM – 4:30 PM, excluding national holidays) unless otherwise stated with in this quotation. (Please provide at least two-week notification before startups). Additional charges may be added for worked requested to be done outside HPS standard business hours, or holiday. Installation is to be by others.

Thank you for the opportunity of quoting this project. Holt Power Systems remains at your disposal for any additional information or assistance that you may require.

Sincerely yours,

**Matt Hodges**  
Power Systems Sales  
5665 SE Loop 410  
San Antonio, TX 78222-3903  
Cell: 512-803-5531  
matt.hodges@holtcat.com



## CAT XQ125, trailer mounted generator set

### BILL OF MATERIAL

Quantity	Description
1	PRIME POWER
1	EPA/CARB TIER 4F EMISSION CERT
1	<b>60 Hz, 100 kW</b>
1	480V 60 HZ (XQ125)
1	125C TEMP RISE OVER 40C AMB
1	STANDARD ALTERNATOR
1	EMCP4.2B CONTROL PANEL
1	ENGLISH INSTRUCTION LANGUAGE
1	INSIDE US EPA LOCATIONS
1	GENERAL EPG
1	COMMERCIAL BUSINESSES
1	STANDBY POWER
1	STANDARD GOVERNOR
1	DFA CONTRACT NUMBER
1	3POLE CB
1	STANDARD BASE
1	<b>TRAILER ELECTRIC BRAKES</b>
1	<b>HITCH 58 MM BALL</b>
1	<b>STANDARD ENCLOSURE</b>
1	<b>STANDARD RADIATOR</b>
1	<b>STANDARD MUFFLER</b>
1	INTEGRATED VOLTAGE REGULATOR
1	<b>IVR12 PERMANENT MAGNET</b>
1	<b>ALT SPACE HEATER</b>
1	<b>WET BATTERY (B1W)</b>
1	<b>BATTERY CHARGER UL10A 120VAC</b>
1	<b>3 PHASE NEMA LOCK RECEPTACLE</b>
1	<b>Optional Connection Group</b>
1	<b>JACKET WATER HTR XQ35/60/125BM</b>
1	STANDARD TEST REPORT
Extended Description	
<p><b>PRIME POWER</b>                      Output available with varying load for an unlit time. Average power output is 70@ of the prime power rating. Typical peak demand of 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year.</p>	
EPA/CARB TIER 4F EMISSION CERT	
60 Hz, 100 kW	
480V 60 HZ (XQ125)	

<p><b>XQ125 RENTAL P.K.G.</b>  <b>100 ekW Prime, 110 ekW Standby.</b>  <b>125kVA Prime, 137kVA Standby</b>  C4.4 Engine; Governor = Isochronous Electronic, Aspiration = ATAAC.  Generator Ar = 513-6192  <b>3-PHASE(480/277 Volt, 208/120 Volt) and 1-PHASE(240/120 Volt)</b>  <b>Switchable</b></p>
125C TEMP RISE OVER 40C AMB
STANDARD ALTERNATOR
EMCP4.2B CONTROL PANEL
ENGLISH INSTRUCTION LANGUAGE
<p>INSIDE US EPA LOCATIONS  Initial application inside US EPA locations.  GENERAL EPG  All generator sets (including component parts to assemble the same) and renewables utilized in the generation of electrical power for general residential, commercial, utility, communications, commercial &amp; residential building, agricultural, construction, mining, manufacturing, public and civil services.  This category should not be used for EP Rental, Petroleum, Locomotive, or Marine electric power applications.</p>
COMMERCIAL BUSINESSES
STANDBY POWER
STANDARD GOVERNOR
DFA CONTRACT NUMBER
3POLE CB
STANDARD BASE
<p><b>TRAILER ELECTRIC BRAKES</b>  <b>Installed genset on trailer.</b>  <b>TECHNICAL: Leaf Spring suspension</b>  <b>Brakes: Electric</b>  <b>Hitch: Not included</b>  <b>Approximate weight empty: 900 lb</b>  <b>Bed dimensions: 134(3404mm) x 53.5(1359mm) x 18.7(476mm) (L x W x H)</b>  <b>Trailer Length 176.2- (4475mm). Does not include hitch</b>  <b>ST225/75R15 LRE</b></p>

<b>Electrical connection: 7-prong plug</b> <b>Complies with Federal DOTs Federal Motor Vehicle Safety Standards.</b> <b>Label: National Association of Trailer Manufacturers</b>
HITCH 58 MM BALL
STANDARD ENCLOSURE
STANDARD RADIATOR
STANDARD MUFFLER
NO CLEAN EMISSIONS MODULE
INTEGRATED VOLTAGE REGULATOR
IVR12 PERMANENT MAGNET PERMANENT MAGNET GENERATOR TECHNICAL: Adds an independent source of excitation.
ALT SPACE HEATER ANTI-CONDENSATION HEATER NOTE: Installed in generator, shuts down on genset start 120VAC
WET BATTERY (B1W)
BATTERY CHARGER UL10A 120VAC TECHNICAL: UL listed, CSA listed 10 amp, 120VAC, 60Hz
NO PUMP ELECTRONIC TANK UNIT
3 PHASE NEMA LOCK RECEPTACLE TECHNICAL: 2 X 3-phase 208/120V 20A NEMA locking receptacles.
Optional Connection Group TECHNICAL: All connections from BUSCON1 plus 400A Camlock connection
JACKET WATER HTR XQ35/60/125BM TECHNICAL: 120V Engine block heater
STANDARD TEST REPORT

**Price (XQ125).....\$78,054.00**

**Local, state, sales or TERP taxes, which may be applicable, are not included.**



**Notes, Clarifications and Exceptions:**

- *No plans or specs provided.*
- *Tax not included, registration, tags, plates by others.*

**Accessories & Services Included:**

- Delivery to jobsite
- Startup w/ 2 hour resistive load bank testing
- O & M and Parts manuals
- Soft copy Submittals
  - Hard copy submittals can be provided upon request

**Accessories & Services NOT Included:**

- Factory Witness Testing (not specified)
- Training will be provided
- Generator Load Side Cable Lugs
- Infrared Scanning
- Coordination / Arc Flash Studies and Labels
- Independent Testing Agency
- NETA Testing
- Construction and Fuel Tank permits and/or registrations
- Offloading of equipment at jobsite
- Protection from damage after delivery
- Cleaning and/or repairs from damage done by others after delivery
- Installation of equipment shipped loose (Exhaust and Fuel Tank accessories)
- Fuel for startup and testing

**-HOLT POWER SYSTEMS TERMS & CONDITIONS-**

- Proposal** This proposal is provided to meet the intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist; therefore the above bill of material contains our offer for this project. None other is expressed or implied unless stated in writing.
- Pricing** This Proposal is valid for 30 days from the date of proposal unless specifically noted otherwise.
- Taxes & Permits** This Proposal excludes any local, state and TERP applicable sales taxes, permits and licensing. Taxes, unless otherwise stated are not included in our Proposal. Note that a 2% additional charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required. No permits are included in this proposal unless specified in the preceding proposal.
- Lead Time** Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.

The quoted lead-times are standard from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.

Note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.

**Special Notes** It is the responsibility of the customer to verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations are included but is the responsibility of the customer to ensure compatibility. Holt Cat will not supply new lugs once submittals are approved.

**Fuel Tank** Changes occur at the municipal level in regard to fire code requirements. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. Responsibility for local code compliance is with the specifying engineer and those responsible for the permits for the project.

**Payment Terms** Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.

In cases where retainage is required, a maximum of 10% retainage will be allowed. The balance of retainage is due after startup-up/ commissioning services of equipment provided by Holt Cat is completed.

Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.

**Warranty** Caterpillar's standard two (2) year warranty applies for standby applications, unless otherwise noted. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon request.

**Cancellation** There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order. Written notice of cancellation is required.

#### General Clarifications

Holt Power Systems is an equipment supplier only. No fuel, wiring, connecting, hook-up, plumbing, or other installation type labor is included in the proposal unless noted herein. This includes any control wiring to and from the generator sets to any automatic transfer switches, paralleling gear or other devices which HPS may or may not supply.

The customer is responsible for any and all installation of the above equipment. Holt personnel will perform an installation audit prior to start-up.

Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. HPS product support service group can provide a quote to the end user of this equipment for those services under a separate proposal.

All equipment needed to perform any loading or unloading of the equipment supplied by Holt Power Systems is the responsibility of the buyer.

Holt Power Systems limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We have detailed the equipment proposed in the bill of material. Please carefully review it to be certain it meets your requirements.

Third party electrical testing and certifications, seismic calculations, coordination studies, stamped engineering calculations, emissions testing, NETA, infrared scanning, meg-testing or other services and material not specifically included in the preceding quotation, is not included in this proposal.

Holt Power Systems reserves the right to correct any errors or omissions.

Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Holt Power Systems, unless accepted and confirmed in writing by an officer of Holt Cat.

Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by Holt Power Systems.

Holt Power Systems will not be responsible for any labor or material charged by others associated with the start-up and installation of this equipment unless previously agreed upon in writing by HPS.

#### Testing & Commissioning

If included in the proposal, all on-site startup/ commissioning, testing and training will be performed Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Additional charges may be added for work requested to be done outside HPS's standard business hours, on weekends, or holiday. For those instances, standard overtime rates will apply. All permits are to be by others.

**Paralleling** Unless otherwise stated in the proposal, a single unit generator application is represented. Startup labor, controls conversion or additions and load banking for the above equipment for a system arrangement have not been included.

**Shipping** Delivery of the product unless otherwise stated is by hired independent freight carriers that may require road permitting and other requirements which are outside the responsibility of Holt Cat. Traffic delays and required routing may also delay deliveries. Holt Cat is not responsible for any delays and costs associated with those delays.

**Submittals** An order for the equipment covered by this proposal will be accepted on a "Hold for Submittal Release" basis. The order will not be released and scheduled for production until written approval to proceed is received in HPS's office.

**Authorization:**

I, \_\_\_\_\_ (printed name) accept the above terms and conditions on behalf of \_\_\_\_\_ (printed company name) and authorize Holt Cat to order the equipment detailed in this Proposal as per approved submittals and as described in the above Proposal.

Accepted By:

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order # or Job Name Reference

Thank you for the opportunity of quoting this project. Should you require additional assistance or additional information, don't hesitate to contact me.

Sincerely yours,

**Matt Hodges**

Power Systems Sales

Cell: 512-803-5531

[matt.hodges@HoltCat.com](mailto:matt.hodges@HoltCat.com)





July 30, 2021

To

Michael Sarot  
West Travis County Public Utility Agency

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C150D2RE, Diesel Genset, 50/60Hz, 150kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application C150D2RE, Diesel Genset, 50/60 Hz, 150kW, Standby-Rental Duty Rating-Prime Power (PRP) Emissions-Compliance EPA Tier 4 Final Certified Voltage 208-480 Variable Alternator-60Hz, 208/416-240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Ball Hitch-2 5/16 inch UN31A Certified Fuel Tank Generator Set Control-PowerCommand 3.3, Paralleling with MLD Distribution Panel-Rental Bus Bar Connection Packaging-Cummins Power Generation Genset Warranty-Industrial Mobile Base, Prime 3 Years/3000 hours Battery Charger-Rental Engine Coolant-60% Antifreeze, 40% Water mixture Cam Lock Distribution Panel-U.S. Rental Auxiliary DEF Connections	1

**TOTAL: \$94,950.00**

Quote value does not include any tax.

**NOTES:**

Proposal is for equipment only, offloading, rigging, and installation by others.  
 Fuel and permits, unless listed above, is not included.  
 Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others  
 Coordination Study not provided.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.



**Sales and  
Service**

Quotation: Q-63734-20210730-1710

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order No

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# ITEM F



**ELLIOTT ELECTRIC SUPPLY**  
www.ElliottElectric.com

**Quote #51-98192**

300 EAST NEW HOPE ROAD  
CEDAR PARK, TX 78613  
512-260-0684

<b>Customer Account:</b> (8839752)	<b>Ship To Information:</b>	<b>Customer Phone:</b> 512-263-0100	<b>Customer Job/PO:</b> PM SN 090101643
WEST TRAVIS CNTY PUB UTL AGCY	WEST TRAVIS CNTY PUB UTL AGCY		
13215 BEE CAVE PARKWAY	12215 BEE CAVE RD		
BLDG B SUITE 110	WATER PLANT		
BEE CAVE, TX 78738	BEE CAVE, TX 78738		

**• ATTENTION: Do Not Deliver From This Document!**

Salesman: Schmuck, Terry J      Invoice Date: 7/7/2021      Date and Time Printed: 7/7/2021 8:38:47 AM      Origin Store: Austin RDC (64)

Item Number	Quote Quantity	Catalog Number	Vendor Code	Description	Price	Unit Code	Extended Price
1	1	ADVANCEPM	TOS	ADV PM TOSHIBA 090101643	\$ 8,072.00	E	\$ 8,072.00
<i>Customer Item Information: PM of Drive on site after Modules Reconditioned</i>							
2	1	PWRMODREC	TOS	POWER MODULE RECONDITION	\$ 18,106.00	E	\$ 18,106.00
<i>Customer Item Information: Delivery ,Return of Modules to Houston not included</i>							
3	3	CRATE	TOS	MODULE CRATES	\$ 152.50	E	\$ 457.50
<i>Customer Item Information: crates provided for return trip of modules</i>							

**Total: \$ 26,635.50**



## Field Service Quotation

PREPARED BY: Kayode Olaiya  
Field Service

MOTORS AND DRIVES DIVISION  
13131 WEST LITTLE YORK ROAD, HOUSTON, TX 77041  
PHONE: (713) 466-0277 (800) 231-1412  
FACSIMILE: (713) 466-8773

Quotation Prepared for:	Graybar Electric
Attention:	Gabaral Rhodes Gabe.Rhodes@graybar.com
Project Name:	West Travis County Public Utility Agency
Addendum	Revised price and expiration date
Location	12215 FM 2244 (Bee Caves), Austin, TX
Quotation Date	7/23/2021
Quotation Number	2814_Rev1

Project Specification Reference	
Project Drawings	142127

We thank you for the opportunity extended to provide an offer for the above project. TOSHIBA International Corporation is one of the world's leading manufacturers of adjustable speed drives, motors and integrated automation systems. If you have any questions / or need modifications to this quote or any of the equipment listed, please feel free to contact us.

We look forward to working with you and welcome your phone call to discuss our offering.

## ADVANCED PM

Item	Description	Unit Price	QTY	Line Price
PM	TOSH-ADVANCEDPM	\$6,500.00USD	1	\$6,500.00 USD
Part	GCI6720G282 - ASSY,PWR SUPP,ZWQ80,FR 0,1	\$1,407.0 USD	1	\$1,407.00 USD
Part	GCIRIFKITS - RIF RELAY BOARD KIT (x2)	\$422.5 USD	1	\$422.5 USD
	<p style="text-align: center;"><b>Work Scope</b></p> <ul style="list-style-type: none"> <li>• Cleaning and inspection of VFD*</li> <li>• Inspection of power modules</li> <li>• Insulation test on Motor</li> <li>• Tightening of connections</li> <li>• Inspection of control cabinet</li> <li>• Inspection of transformer</li> <li>• Insulation test on transformer</li> <li>• Replacement of power supply</li> <li>• Resistance tests on transformer/contacter etc.</li> <li>• Testing of Contactor/breaker</li> <li>• Installation of RIFKITS</li> <li>• Upgrade of drive firmware</li> <li>• Analysis of Traceback and proposal of solutions</li> <li>• Verification of VFD/Motor/Application System</li> <li>• Recording of all power module serial numbers</li> <li>• Verification of VFD operation</li> <li>• <b>Advanced PM</b></li> </ul> <p><b>*Upstream power source must be isolated before we can perform the PM</b></p> <p>VFD Information                      Project Number - 142127                      Typeform – M3A44125SAA-2                      S/N – 090101644</p> <p><b>This includes (1) round trip to complete the Advanced PM on the listed drive(s). Travel and living expenses are also included. Based on up to (1) 12-14 hour work day(s) by (1) Field Service Engineer(s). This does not include work on weekends, holidays or parts shipping costs which are CPT (Prepaid and Add).</b></p> <p><b>This is based on the assumption that the work at site for all drives will continue from start to stop without interruptions and not require additional</b></p>			

	<p>visits. Standby time will be charged using the current field service rate schedule.</p> <p>This quote is valid until 08/31/2021</p>		
<b>TOTAL</b>			<b>\$8,329.50</b>

## OPTIONAL

### POWER MODULE RECONDITIONING/PM COMBINATION

Item	Description	Unit Price	QTY	Line Price
PM	TOSH-ADVANCEDPM	\$6,500 USD	1	\$6,500 USD
DISC	PM DISCOUNT	-\$300 USD	1	-\$300 USD
Part	GCI6720G282 - ASSY,PWR SUPP,ZWQ80,FR 0,1	\$1,407 USD	1	\$1,407 USD
Part	GCIRIFKITS - RIF RELAY BOARD KIT (x2)	\$422.5 USD	1	\$422.5 USD
	<p style="text-align: center;"><b>Work Scope</b></p> <ul style="list-style-type: none"> <li>• Cleaning and inspection of VFD*</li> <li>• Inspection of power modules</li> <li>• Insulation test on Motor</li> <li>• Tightening of connections</li> <li>• Inspection of control cabinet</li> <li>• Inspection of transformer</li> <li>• Insulation test on transformer</li> <li>• Replacement of power supply</li> <li>• Resistance tests on transformer/contactors etc.</li> <li>• Testing of Contactor/breaker</li> <li>• Installation of RIFKITS</li> <li>• Upgrade of drive firmware</li> <li>• Analysis of Traceback and proposal of solutions</li> <li>• Verification of VFD/Motor/Application System</li> </ul>			

	<ul style="list-style-type: none"> <li>Recording of all power module serial numbers</li> <li>Verification of VFD operation</li> <li><b>Advanced PM</b></li> </ul> <p><b>*Upstream power source must be isolated before we can perform the PM</b></p> <p>VFD Information                  Project Number - 142127                  Typeform – M3A44125SAA-2                  S/N – 090101644</p> <p><b>This includes (1) round trip to complete the Advanced PM on the listed drive(s). Travel and living expenses are also included. Based on up to (1) 12 -14 hour work day(s) by (1) Field Service Engineer(s). This does not include work on weekends, holidays or parts shipping costs which are CPT (Prepaid and Add).</b></p> <p><b>This is based on the assumption that the work at site for all drives will continue from start to stop without interruptions and not require additional visits. Standby time will be charged using the current field service rate schedule.</b></p> <p><b>This quote is valid until 12/31/2020</b></p>			
REC	TOSHcare® MODULE RECONDITIONING (FR 1)	\$6,412.5 USD	3	\$19,237.5 USD
	<p style="text-align: center;"><b>Work Scope</b></p> <ul style="list-style-type: none"> <li>Replacement of power module power supply board</li> <li>Replacement of power module fiber optic cables</li> <li>Replacement of power module IGD boards</li> <li>Full voltage and current testing of power module</li> <li>1 year TOSHcare® Protection Plan</li> <li>This price includes crates</li> </ul> <p>Power Module Information                  Typeform - GCI6721G050B</p> <p>S/N -</p> <p><b>Lead time of 2 – 3 weeks</b></p>			

	<b>This quote is valid until 08/31/2021</b>			
			<b>TOTAL</b>	<b>\$27,567.00USD</b>

## Terms and Conditions

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- TIC Standard Terms and Conditions of Field Services and the terms in this Request for On-Site Field Services, as supplemented by TOSHcare® Protection Plan Terms and Conditions only if purchased for specific products or components, shall apply and shall take precedence over any other terms and conditions referenced or included in any purchase order. However, if the parties have reached agreed terms in writing such as a Master Agreement or Field Service Agreement, those terms shall take precedence over all other terms except the TOSHcare® Protection Plan Terms and Conditions, where applicable. TIC Standard Terms and Conditions of Field Services are available at [https://www.toshiba.com/tic/cms\\_files/Field\\_Services\\_Terms\\_and\\_Conditions.pdf](https://www.toshiba.com/tic/cms_files/Field_Services_Terms_and_Conditions.pdf). TOSHcare® Protection Plan Terms and Conditions are available at [https://www.toshiba.com/tic/datafiles/TOSHCARE\\_Protection\\_Plans\\_Terms\\_and\\_Conditions.pdf](https://www.toshiba.com/tic/datafiles/TOSHCARE_Protection_Plans_Terms_and_Conditions.pdf)
- Payment Terms Net 30 Days. IMPORTANT: ALL ORDERS SUBJECT TO CREDIT APPROVAL AND ACCEPTANCE BY TIC.
- \*Standby Time will be billed at the appropriate rate on the specific day of the week in which it occurs. A minimum of 8 hours will be billed for standby days. Standby time is defined to include all of the following: (1) an individual is requested to remain on site when their ability to provide direct support activities is being impeded by others; (2) access to areas of the equipment and/or machine, are not made available for checkout/troubleshooting by the service personnel; or (3) an individual is requested to remain at the customer's facility or close by on an "on-call" basis to provide support onsite, if requested.
- Minimum billing per service request will be eight (8) hours at the rate for the specific day requested unless otherwise agreed to in writing. A minimum of twelve (12) hours will be charged at the appropriate rate for offshore work
- These rates are subject to change without notice.
- Any applicable site procedures should be included in the request or sent in a follow up email. Critical policies or procedures should be presented to TIC prior to dispatch to avoid delay in work commencement. TIC cannot be expected to comply with site or company policies not provided to TIC in advance.



Engineered Product Solutions

**Dynamic  
Pump  
Systems**  
A division of AAW

496 Commercial Dr., Buda, Texas 78610 \* Office: 512-312-0088 \* Fax: 512-312-0988

Attn: **West Travis County PUA**  
Project: **N/A**  
Engineer: **N/A**  
DPS Rep: **Mark Schulte**

Date: **08-05-2021**

Quote Number: **MS20021**

Thank you for the opportunity to submit our proposal for your equipment needs. Dynamic Pump Systems appreciates your confidence in our ability to supply top tier equipment backed by professional service.

**Equipment Scope & Services Included -**

- 1ea. - ADVANCEPM TOS ADV PM TOSHIBA 090101643 PM of Drive on site after  
Modules Reconditioned
- 1ea. - PWRM0DREC TOS POWER MODULE RECONDITION-  
Delivery \_Return of Modules to Buda not included
- 3ea. - CRATE TOS MODULE CRATES  
crates provided for return trip of modules

**Net Price: \$29,438.78**

The equipment quoted is FOB our Buda, Texas warehouse. Submittals can typically be furnished approximately 4 to 6 weeks after receiving an acceptable purchase order. Price includes standard factory warranty which includes defective parts and workmanship for one year from date of start-up, beneficial use by owner not to exceed 18 months from last invoice. Warranty does not cover the removal, transportation, or re-installation. Closest point for warranty repair is our facility in Buda, Tx. Price is firm for 30 days from date of quote. Price beyond 30 days of the quote date will be subject to price increase based on current material prices.

**Notes/Exceptions:**

Unless specifically described and listed in this proposal, Dynamic Pump Systems a Division of Austin Armature Works has not included any other quantities, items, additional labor, or services. Equipment and items quoted are of Mfg. standard construction unless otherwise noted. Any sale of goods is based on our "Standard Terms & Conditions of Sales", copy of available upon request. Proposal is limited to only the items and quantities listed. Installation is Not included for any items quoted unless specifically noted per each item as "Installation Labor included" per item. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal. Any order cancellations must be in writing and all cost are the responsibility of client.

Sincerely,

Mark Schulte  
Cell: 512-937-7882  
[mark@aaawems.com](mailto:mark@aaawems.com)

Terms are Net 30 days, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. DPS will furnish Insurance Certificate upon request. The above quotation is subject to DPS's standard conditions of sale and any parties' acceptance to purchase items & cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between DPS & other parties, unless specifically noted otherwise by DPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless revised written proposal provided. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.