

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

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

Notice is hereby given that the Board of Directors of the West Travis County Public Utility Agency (“WTCPUA”) will hold a meeting at 1:00 p.m. on Thursday, October 17, 2024 at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas. One or more members of the Board may participate in the meeting by videoconference pursuant to Section 551.127, Texas Government Code, provided that a quorum of the Board will be present at the meeting location.

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

*Public comments will be accepted only during designated portions of the Board meeting.  
Citizens wishing to address the Board should complete the Public Comment Form  
provided at the entrance to the meeting room so they may be recognized to speak.  
Speakers will be limited to three minutes to facilitate the opportunity to comment by all  
those so interested and to support the orderly flow of the meeting.*

- I. CALL TO ORDER**
- II. ESTABLISH QUORUM**
- III. SWEARING IN OF NEW DIRECTORS**
- IV. ELECTION OF OFFICERS**
- V. PUBLIC COMMENT**
- VI. PUBLIC HEARING - Section 26.002 Texas Parks & Wildlife Code Hearing on use of a portion of public park land for 290W 30” Waterline Transmission Main Improvements (10115 W State Highway 71, Travis County, Texas).**
- VII. CONSENT AGENDA**
  - A. Approve minutes of September 24, 2024 Regular Board Meeting.**
  - B. Approve payment of invoices.**
  - C. Ratify payments approved by General Manager:**
    - 1. Texan Municipal & Industrial, Pay Application #1, \$332,027.10, Southwest Parkway Generator Installation.**

- D. Approve Contractor Pay Requests and invoices including:**
- 1. EVT Construction LLC, Pay Application #2, \$7,044.43, Ledgestone Terrace Water Line Relocation;**
  - 2. EVT Construction LLC, Pay Application #3 & Final, \$4,474.76, Ledgestone Terrace Water Line Relocation;**
  - 3. Payton Construction, Pay Application #2, \$16,717.00, Southwest Parkway Pump Station;**
  - 4. Austin Engineering Co., Pay Application #5, \$682,645.93, 1080 Transmission Main;**
  - 5. Landmark Structures, Pay Application #14, \$14,516.95, 1240 Elevated Storage Tank.**
- E. Approve Third Amendment to General Manager Contract.**

## **VIII. NEW BUSINESS**

- A. Discuss, consider, and take action regarding long term planning for the Lake Pointe Wastewater Treatment Plant (S. Roberts).**  
*(This item may be taken into Executive Session under the consultation with attorney exception).*
- B. Discuss, consider and take action on Service Availability Letter for:**
- 1. Mirasol Springs, 347 Water LUEs, 71 System.**
- C. Discuss, consider and take action on WTCPUA policy regarding future water service limits on Hamilton Pool Road (S. Roberts).**  
*(This item may be taken into Executive Session under the consultation with attorney exception).*
- D. Discuss, consider, and take action regarding a Resolution determining and making certain findings and approvals required by Chapter 26 of the Texas Parks and Wildlife Code regarding the Proposed 290W 30” Transmission Main project and alignment (10115 W State Highway 71, Travis County, Texas) (G. Murfee).**  
*(This item may be taken into Executive Session under the consultation with attorney exception).*
- E. Discuss, consider and take action on Proposal from Murfee Engineering for Budget Amendment for Uplands Water Treatment Plant Expansion (G. Murfee).**
- F. Discuss, consider and take action on Proposal from Murfee Engineering Co., Inc. for Engineering Services for 1340 Elevated Storage Tank, Dripping Springs (G. Murfee).**

- G. Discuss, consider and take action on Proposal from Murfee Engineering Co., Inc. for Engineering Services for 1420 Elevated Storage Tank #2, Hamilton Pool Road (G. Murfee).**
- H. Discuss, consider and take action on Proposal from Murfee Engineering Co., Inc. for Budget Amendment for 1240 Elevated Storage Tank Project (G. Murfee).**
- I. Discuss future meeting schedule (J. Riechers).**

**IX. ADJOURNMENT**

Dated: October 13, 2024



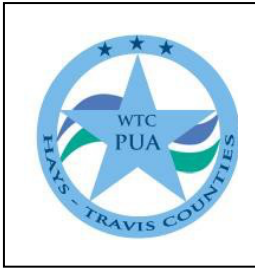

---

Jennifer Riechers  
 WTCPUA General Manager

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

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

## **VI. PUBLIC HEARING**



## West Travis County Public Utility Agency

13215 Bee Cave Parkway  
Bldg. B, Suite 110  
Bee Cave, Texas 78738  
(512)263-0125  
wtcpua.org

September 17, 2024

The Nature Conservancy  
c/o Justin G. Rice  
2632 Broadway St., Suite 201 South  
San Antonio, Texas 78215

Via Certified Mail 9589 0710 5270 1803 2441 55

Subject: NOTICE OF PUBLIC HEARING (Project: 290W 30" Transmission Main)

Notice is hereby given of a public hearing on Thursday, October 17, 2024 at 1:00 PM, to be held at Bee Cave City Hall located at:

4000 Galleria Parkway  
Bee Cave, TX 78738

The purpose of the hearing is to consider public testimony regarding the notice of potential acquisition of permanent and temporary easement rights in and to protected land owned by The Nature Conservancy, a District of Columbia Non-Profit Corporation f/k/a The Nature Conservancy of Texas, Inc. for the purpose of a water transmission, distribution, and/or service facility project.

Chapter 26 of the Texas Parks and Wildlife Code requires that, prior to the use or acquisition of certain protected land, a public hearing be conducted, and notice given both to the landowner and general public. This notice of public hearing is posted in accordance with the Chapter 26 Code, referenced above.

**Legal Description:** The subject tract consists of a 2.1925-acre permanent easement, a 0.4591-acre temporary construction easement, and a 0.4925-acre temporary construction easement out of a 1,139-acre parent tracts.

**Land Use Proposal:** To acquire for water transmission, distribution, and/or service facility project uses related to the 290W 30" Transmission Main project

**Location:** The subject tract is located at 10115 W State Highway 71, Austin, Texas 78736.

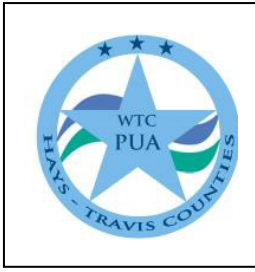
Feel free to contact me with any questions at 512.501.8086.

Sincerely,

*Jennifer Riechers*

Jennifer Riechers  
General Manager  
West Travis County Public Utility Agency  
Attachment: Potential project location exhibits

cc: Patrick Abernethy—City of Austin (via e-mail [Patrick.Abernethy@austintexas.gov](mailto:Patrick.Abernethy@austintexas.gov))  
Kevin Thuesen—City of Austin (via e-mail [kevin.thuesen@austintexas.gov](mailto:kevin.thuesen@austintexas.gov))



## West Travis County Public Utility Agency

13215 Bee Cave Parkway  
Bldg. B, Suite 110  
Bee Cave, Texas 78738  
(512)263-0125  
wtcpua.org

September 17, 2024

The City of Austin Law Department  
c/o Patrick Abernethy  
P.O. Box 1088  
Austin, Texas 78767

Subject: NOTICE OF PUBLIC HEARING (Project: 290W 30" Transmission Main)

Notice is hereby given of a public hearing on Thursday, October 17, 2024 at 1:00 PM, to be held at Bee Cave City Hall located at:

4000 Galleria Parkwy  
Bee Cave, TX 78738

The purpose of the hearing is to consider public testimony regarding the notice of potential acquisition of permanent and temporary easement rights in and to protected land owned by The Nature Conservancy, a District of Columbia Non-Profit Corporation f/k/a The Nature Conservancy of Texas, Inc. for the purpose of a water transmission, distribution, and/or service facility project.

Chapter 26 of the Texas Parks and Wildlife Code requires that, prior to the use or acquisition of certain protected land, a public hearing be conducted, and notice given both to the landowner and general public. This notice of public hearing is posted in accordance with the Chapter 26 Code, referenced above.

**Legal Description:** The subject tract consists of a 2.1925-acre permanent easement, a 0.4591-acre temporary construction easement, and a 0.4925-acre temporary construction easement out of a 1,139-acre parent tract.

**Land Use Proposal:** To acquire for water transmission, distribution, and/or service facility project uses related to the 290W 30" Transmission Main project

**Location:** The subject tract is located at 10115 W State Highway 71, Austin, Texas 78736.

Feel free to contact me with any questions at (512) 501-8086.

Sincerely,

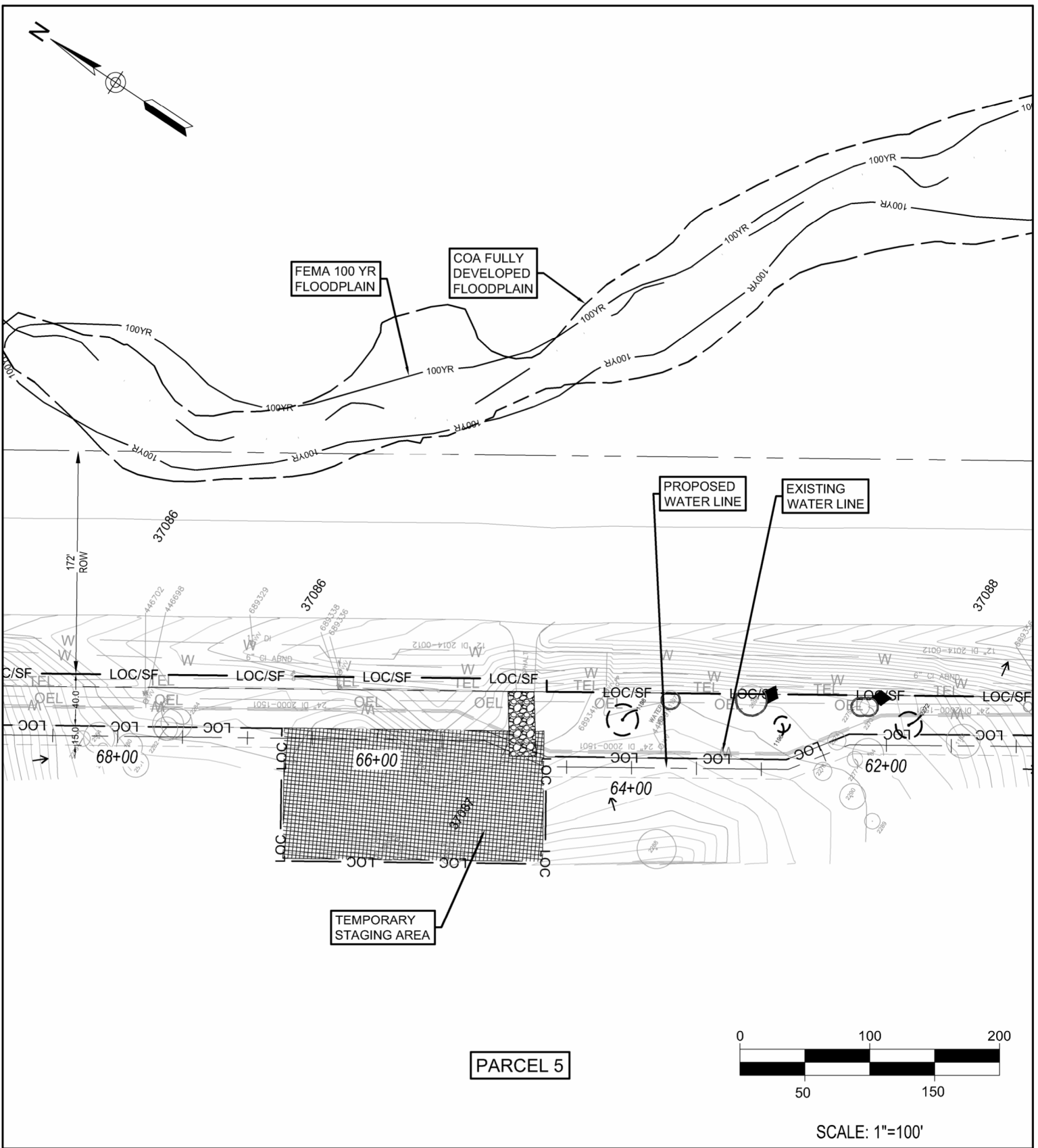
*Jennifer Riechers*

Jennifer Riechers  
General Manager  
West Travis County Public Utility Agency

Attachment: Potential project location exhibits

cc: Justin G. Rice—The Nature Conservancy (via e-mail [jrice@tnc.org](mailto:jrice@tnc.org))  
Kevin Thuesen—City of Austin (via e-mail [kevin.thuesen@austintexas.gov](mailto:kevin.thuesen@austintexas.gov))





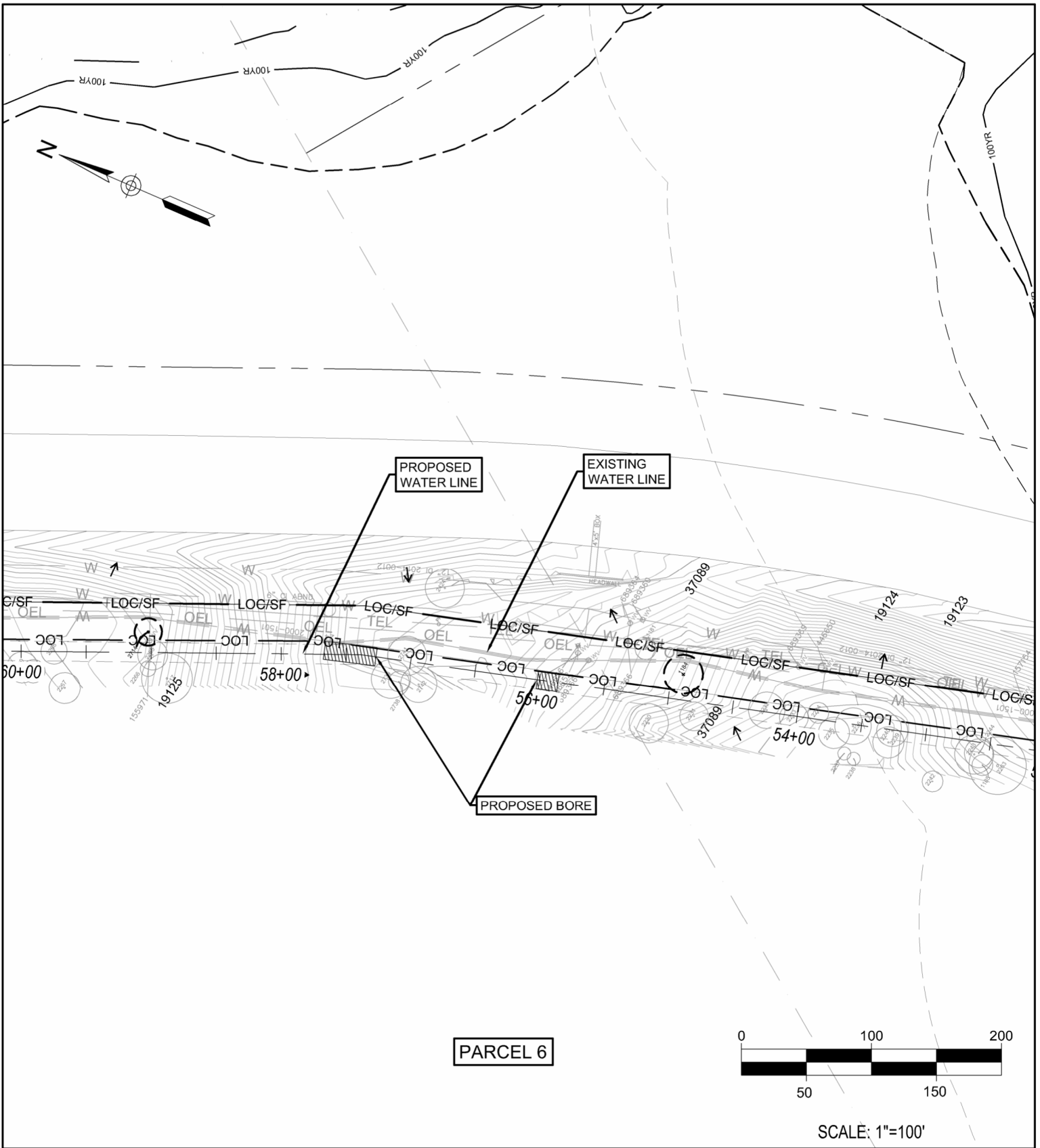
**WTCPUA TRANSMISSION MAIN**  
**PARCEL 5**  
**NATURE CONSERVANCY CONDEMNATION**

DESIGNED BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_



**MURFEE ENGINEERING COMPANY**

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



WTCPUA TRANSMISSION MAIN  
 PARCEL 6  
 NATURE CONSERVANCY CONDEMNATION

DESIGNED BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_



MURFEE ENGINEERING COMPANY

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

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**The City of Austin Law Dept.  
c/o Patrick Abernethy  
P.O. Box 1088  
Austin, TX 78767**



9590 9402 8902 4064 2310 14

2. Article Number (Transfer from service label)

9589 0710 5270 1803 2439 67

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

(over \$500)

## Public Notices

Originally published at statesman.com on 09/23/2024

---

Notice of Public Hearing/Noticia Publica

Pare informacion en Espanol, por favor llame al (512) 501-8086. For more information, please

contact Jennifer Riechers at (512) 501-8086 with the West Travis County Public Utility Agency.

TO ALL INTERESTED PARTIES:

Notice is hereby given of a public hearing to be held at Bee Cave City Hall, 4000 Galleria Parkway,

Bee Cave, TX 78738 on October 17, 2024 at 1:00 PM by the West Travis County Public Utility

Agency. Interested parties may appear and be heard at the public meeting. The purpose of the

hearing is to consider public testimony regarding the acquisition of easements from The Nature

Conservancy, a District of Columbia Non-Profit Corporation f/k/a The Nature Conservancy of

Texas, Inc. for the 290W 30 Transmission Main project. Chapter 26 of the Texas Parks and

Wildlife Code requires that, prior to the use or acquisition of easement rights, a public hearing be

conducted, and notice given both to the landowner and general public. This notice of public

hearing is posted in accordance with the Chapter 26 Code referenced above.

Legal Description: The subject tract consists of a 2.1925-acre permanent easement, a 0.4591-

acre temporary construction easement, and a 0.4925-acre temporary construction easement out of

a 1,139-acre parent tract.

Location: The subject tract is located at 10115 W State Highway 71, Austin, Texas 78736.

Publication Dates

LACO0161965

## Public Notices

Originally published at statesman.com on 09/30/2024

---

Notice of Public Hearing/Noticia Publica

Pare informacion en Espanol, por favor llame al (512) 501-8086. For more information, please

contact Jennifer Riechers at (512) 501-8086 with the West Travis County Public Utility Agency.

TO ALL INTERESTED PARTIES:

Notice is hereby given of a public hearing to be held at Bee Cave City Hall, 4000 Galleria Parkway,

Bee Cave, TX 78738 on October 17, 2024 at 1:00 PM by the West Travis County Public Utility

Agency. Interested parties may appear and be heard at the public meeting. The purpose of the

hearing is to consider public testimony regarding the acquisition of easements from The Nature

Conservancy, a District of Columbia Non-Profit Corporation f/k/a The Nature Conservancy of

Texas, Inc. for the 290W 30 Transmission Main project. Chapter 26 of the Texas Parks and

Wildlife Code requires that, prior to the use or acquisition of easement rights, a public hearing be

conducted, and notice given both to the landowner and general public. This notice of public

hearing is posted in accordance with the Chapter 26 Code referenced above.

Legal Description: The subject tract consists of a 2.1925-acre permanent easement, a 0.4591-

acre temporary construction easement, and a 0.4925-acre temporary construction easement out of

a 1,139-acre parent tract.

Location: The subject tract is located at 10115 W State Highway 71, Austin, Texas 78736.

Publication Dates

LACO0161965

## Public Notices

Originally published at statesman.com on 10/07/2024

---

Notice of Public Hearing/Noticia Publica

Pare informacion en Espanol, por favor llame al (512) 501-8086. For more information, please

contact Jennifer Riechers at (512) 501-8086 with the West Travis County Public Utility Agency.

TO ALL INTERESTED PARTIES:

Notice is hereby given of a public hearing to be held at Bee Cave City Hall, 4000 Galleria Parkway,

Bee Cave, TX 78738 on October 17, 2024 at 1:00 PM by the West Travis County Public Utility

Agency. Interested parties may appear and be heard at the public meeting. The purpose of the

hearing is to consider public testimony regarding the acquisition of easements from The Nature

Conservancy, a District of Columbia Non-Profit Corporation f/k/a The Nature Conservancy of

Texas, Inc. for the 290W 30 Transmission Main project. Chapter 26 of the Texas Parks and

Wildlife Code requires that, prior to the use or acquisition of easement rights, a public hearing be

conducted, and notice given both to the landowner and general public. This notice of public

hearing is posted in accordance with the Chapter 26 Code referenced above.

Legal Description: The subject tract consists of a 2.1925-acre permanent easement, a 0.4591-

acre temporary construction easement, and a 0.4925-acre temporary construction easement out of

a 1,139-acre parent tract.

Location: The subject tract is located at 10115 W State Highway 71, Austin, Texas 78736.

Publication Dates

LACO0161965

## *Tex. Parks & Wild. Code § 26.001*

This document is current through the 2021 Regular Session of the 87th legislature, 2021 1st, 2nd and 3rd Called Sessions, and is current with the 2021 ballot proposition contingencies.

*Texas Statutes & Codes Annotated by LexisNexis® > Parks and Wildlife > Title 3 Parks (Chs. 21 — 29) > Chapter 26 Protection of Public Parks and Recreational Lands (§§ 26.001 — 26.004)*

### **Sec. 26.001. Protected Land; Notice of Taking.**

---

(a) A department, agency, political subdivision, county, or municipality of this state may not approve any program or project that requires the use or taking of any public land designated and used prior to the arrangement of the program or project as a park, recreation area, scientific area, wildlife refuge, or historic site, unless the department, agency, political subdivision, county, or municipality, acting through its duly authorized governing body or officer, determines that:

- (1) there is no feasible and prudent alternative to the use or taking of such land; and
- (2) the program or project includes all reasonable planning to minimize harm to the land, as a park, recreation area, scientific area, wildlife refuge, or historic site, resulting from the use or taking.

(b) A finding required by Subsection (a) of this section may be made only after notice and a hearing as required by this chapter.

(c) The governing body or officer shall consider clearly enunciated local preferences, and the provisions of this chapter do not constitute a mandatory prohibition against the use of the area if the findings are made that justify the approval of a program or project.

### **History**

---

Enacted by Acts 1983, 68th Leg., ch. 235 (S.B. 761), art. 6, § 2(a), effective September 1, 1983.

Tex. Parks & Wild. Code § 26.001

Texas Statutes & Codes Annotated by LexisNexis®  
Copyright © 2022 Matthew Bender & Company, Inc.  
a member of the LexisNexis Group. All rights reserved.

---

End of Document



## [Tex. Parks & Wild. Code § 26.002](#)

This document is current through the 2021 Regular Session of the 87th legislature, 2021 1st, 2nd and 3rd Called Sessions, and is current with the 2021 ballot proposition contingencies.

*Texas Statutes & Codes Annotated by LexisNexis® > Parks and Wildlife > Title 3 Parks (Chs. 21 — 29) > Chapter 26 Protection of Public Parks and Recreational Lands (§§ 26.001 — 26.004)*

### Sec. 26.002. Notice of Hearing.

---

- (a) When any program or project requires notice and a public hearing before approval, the notice must be given in writing to the person, organization, department, or agency that has supervision of the land proposed to be used or taken.
- (b) The notice must state clearly the proposed program or project and the date and place for the public hearing. The notice must be given at least 30 days before the date for the public hearing.
- (c) Notice must also be given to the public by publishing a notice similar to that specified in this section once a week for three consecutive weeks. The last days of publication must not be less than one week or more than two weeks before the date of the hearing. The notice must be published in a newspaper of general circulation, which paper must be published at least six days a week in the county where the land proposed to be used or taken is situated.
- (d) If there is no newspaper that qualifies under Subsection (c) of this section, the notice must be published in a qualifying newspaper that is published in any county adjoining the county where the land is situated. If there is no qualifying newspaper published in any adjoining county, then the notice must be published in a qualifying newspaper published in the nearest county to the county where the land is situated. If there is no qualifying daily newspaper published therein, the notice must be published in any newspaper of general circulation published in the political subdivision affected. If no newspaper is published in the political subdivision, the notice must be published in a newspaper published in the political subdivision nearest the political subdivision affected.

## History

---

Enacted by Acts 1983, 68th Leg., ch. 235 (S.B. 761), art. 6, § 2(a), effective September 1, 1983.

Texas Statutes & Codes Annotated by LexisNexis®  
Copyright © 2022 Matthew Bender & Company, Inc.  
a member of the LexisNexis Group. All rights reserved.

---

End of Document

## *Tex. Parks & Wild. Code § 26.003*

This document is current through the 2021 Regular Session of the 87th legislature, 2021 1st, 2nd and 3rd Called Sessions, and is current with the 2021 ballot proposition contingencies.

*Texas Statutes & Codes Annotated by LexisNexis® > Parks and Wildlife > Title 3 Parks (Chs. 21 — 29) > Chapter 26 Protection of Public Parks and Recreational Lands (§§ 26.001 — 26.004)*

### **Sec. 26.003. Limitations on Judicial Review.**

---

A petition for the judicial review of the approval or disapproval of a program or project under this chapter must be filed within 30 days after the approval or disapproval is announced, or the review is barred.

### **History**

---

Enacted by Acts 1983, 68th Leg., ch. 235 (S.B. 761), art. 6, § 2(a), effective September 1, 1983.

Texas Statutes & Codes Annotated by LexisNexis®  
Copyright © 2022 Matthew Bender & Company, Inc.  
a member of the LexisNexis Group. All rights reserved.

---

End of Document

## *Tex. Parks & Wild. Code § 26.004*

This document is current through the 2021 Regular Session of the 87th legislature, 2021 1st, 2nd and 3rd Called Sessions, and is current with the 2021 ballot proposition contingencies.

*Texas Statutes & Codes Annotated by LexisNexis® > Parks and Wildlife > Title 3 Parks (Chs. 21 — 29) > Chapter 26 Protection of Public Parks and Recreational Lands (§§ 26.001 — 26.004)*

### **Sec. 26.004. Excluded Lands.**

---

A department, agency, board, or political subdivision having control of the public land is not required to comply with this chapter if:

- (1) the land is originally obtained and designated for another public use and is temporarily used as a park, recreation area, or wildlife refuge pending its use for the originally designated purpose;
- (2) the program or project that requires the use or taking of the land being used temporarily as a park, recreation area, or wildlife refuge is the same program or project for which the land was originally obtained and designated; and
- (3) the land has not been designated by the department, agency, political subdivision, county, or municipality for use as a park, recreation area, or wildlife refuge before September 1, 1975.

### **History**

---

Enacted by Acts 1983, 68th Leg., ch. 235 (S.B. 761), art. 6, § 2(a), effective September 1, 1983.

Texas Statutes & Codes Annotated by LexisNexis®  
Copyright © 2022 Matthew Bender & Company, Inc.  
a member of the LexisNexis Group. All rights reserved.

## **VII. CONSENT AGENDA**

# **ITEM A**

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

September 24, 2024

**Board:**

Scott Roberts, President (departed at 2:12 pm)  
Jack Creveling, Vice President  
Walt Smith, Secretary/Treasurer  
Jason Bethke, Director

**Staff and Consultants:**

Jennifer Riechers, Agency General Manager  
Jennifer Smith, Agency Controller  
Lauren Kalisek (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel  
Kathryn Bibby (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel  
George Murfee (Murfee Engineering Company, Inc.), District Engineer  
Dennis Lozano (Malone Wheeler), Agency Engineer

**I. CALL TO ORDER**

The meeting was called to order by President Roberts at 1:00 p.m.

**II. ESTABLISH QUORUM**

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

**III. PUBLIC COMMENT**

Gary Hebert (on behalf of Double Down Capital) addressed the Board regarding an upcoming development within the WTCPUA service area and a potential agreement between developer, Travis County WCID 17, and/or WTCPUA for water service.

**IV. CONSENT AGENDA**

- A. Approve minutes of June 20, 2024 Regular Board Meeting.**
- B. Approve payment of invoices and other bookkeeping matters, including:**
  - 1. Quarterly Investment Report**
- C. Approve Annual Review of Investment Policy**
- D. Ratify payments approved by General Manager:**
  - 1. Landmark Structures, Pay Application #12, \$38,588.05, 1240 EST;**

2. **BOKF Financial, Revenue Bonds, Series 2015, \$1,083,656.26;**
3. **BOKF Financial, Revenue Refunding Bonds, Series 2017, \$6,883,450.00;**
4. **BOKF Financial, Revenue Bonds, Series 2019, \$633,100.00;**
5. **BOKF Financial, Revenue Bonds, Series 2022, \$1,483,637.50.**
6. **Austin Engineering, Co; Pay Application #3; \$641,604.25 – 1080 Transmission Main Segment B;**
7. **Landmark Structures, Pay Application #13, \$28,215.00, 1240 EST;**
8. **Udelhoven Oilfield System Service, Inc., Pay Application #3, \$558,742.33, Lake Pointe Lift Station Rehab.**

**E. Approve Contractor Pay Requests and invoices including:**

1. **Austin Engineering Co; PA 4; \$160,000.81 – 1080 Transmission Main Segment B.**
2. **Payton Construction, Inc; PA 1; \$39,500 – Southwest Parkway Pump Station.**

**F. Award Contract Services Agreement to:**

- **Wastewater Transport Services, LLC, Sludge Transportation and Disposal;**
- **Brenntag Southwest, Water and Wastewater Treatment Plant Chemicals for chlorine;**
- **Shannon Chemical Corporation for Sodium Permanganate;**
- **Chameleon Industries, Inc for Liquid Ammonium Sulfate;**
- **Chemtrade Chemicals US, LLC for Aluminum Chlorohydrate;**
- **Polydyne Inc. for Polymer;**
- **Carus LLC for Orthophosphate;**
- **Cy'Services, Landscape Maintenance.**

**MOTION:** A motion was made by Director Creveling to approve the Consent Agenda, presented in Items IV. A - F<sup>1</sup> of the Board Packet. The motion was seconded by Director Roberts.

The vote was taken with the following result:

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

---

<sup>1</sup> The item numbers reflected in this motion and all subsequent motions track the item numbers provided in the September 24, 2024 Board Packet and do not follow the numbering system reflected in the agenda.



**V. NEW BUSINESS**

**A. Discuss, consider and take action on Draft Land Use Assumptions and Capital Improvement Plan report (G. Murfee).**

*This item may be taken into Executive Session under the Consultation with Attorney exception.*

President Roberts announced the Board would convene in Executive Session at 1:06 p.m for items marked for Executive Session. President Roberts departed during Executive Session; however, the Board maintained a quorum. Vice-President Creveling served as presiding officer for the remainder of the meeting. The Board reconvened regular session at 3:24 p.m. The Board took action on the items as indicated below in open session.

This item was taken into Executive Session under consultation with attorney exception. No action was taken by the Board during Executive Session.

MOTION: A motion was made by Director Smith to approve this item pursuant to changes recommended to staff during Executive Session, presented as item V. A of the Board Packet. The motion was seconded by Director Creveling.

The vote was taken with the following result:

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

**B. Discuss, consider and take action on WTCPUA construction of Hamilton Pool Road parallel line (S. Roberts).**

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

This item was taken into Executive Session under the consultation with attorney exception. No action was taken by the Board during Executive Session. During open session, Bill McLean addressed the Board on behalf of Masonwood Development regarding this item and requested that the Board approve the Masonwood Development's proposal to amend the existing Nonstandard Service Agreement for the project, including the Masonwood Development's calculation of outstanding engineering costs to be covered by Masonwood Development. Director Smith confirmed that meters pursuant to the current NSSA would be released upon reimbursement of all outstanding engineering fees. Additionally, Director Smith stated that the WTCPUA will be considering a special impact or subsequent user fee for the development to cover the PUA construction and all right of way acquisition costs for the Hamilton Pool Road line.

MOTION: A motion was made by Director Smith to authorize the General Manager and Counsel to negotiate and finalize an Amended and Restated Nonstandard Service Agreement with Masonwood Development. The motion was seconded by Director Bethke.

The vote was taken with the following result:

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

**C. Discuss, consider and take action on FY2024 Budget (J. Smith).**

*This item may be taken into Executive Session under the Consultation with Attorney exception.*

This item was taken into Executive Session under consultation with attorney exception. No action was taken by the Board during Executive Session. During open session, J. Smith presented on this item and provided an overview of FY 2025 Budget, including issuance of bonds in later part of FY 2026 (year 2027) (approximately \$90 M), transfers from impact fee fund to CIP fund to fund projects and from general fund; and she noted the Agency's CIP has increased \$120M since the 2021 study.

MOTION: A motion was made by Director Creveling to approve this item as drafted, presented as item V. C of the Board Packet. The motion was seconded by Director Smith.

The vote was taken with the following result:

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

**D. Discuss, consider and take action on WTCPUA Organizational Chart (J. Smith).**

J. Smith presented this item.

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

The vote was taken with the following result:

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

**E. Discuss, consider and take action on Annual Review of Administrative Financial Policies (J. Smith).**

J. Smith presented this item. Ms. Smith noted that the changes to the Administrative Financial Policies all related to increasing monetary approval limits for the General Manager and staff to reduce the amount of items that must be brought back for Board approval. Director Smith noted that many municipalities in the area are looking to do the same regarding raising monetary approval limits for staff.

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

The vote was taken with the following result:

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

**F. Discuss, consider, and take action regarding Proposals for General Counsel Legal Services. (J.Riechers)**

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

This item was taken into Executive Session under consultation with attorney exception. No action was taken by the Board during Executive Session.

**G. Discuss, consider, and take action regarding a Resolution of the Board of the West Travis County Public Utility Agency determining a Public Need and Necessity for the Acquisition of Certain Property and Authorizing the Agency's Use of Its Eminent Domain Power to Acquire Said Property Interests for 1080 Transmission Line (J.Riechers/ G.Murfee)**

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

MOTION: A motion was made by Director Roberts to approve this item, presented as item V. G. of the Board Packet. The motion was seconded by Director Smith.

The vote was taken with the following result:

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

- H. Discuss, consider, and take action regarding a Resolution of the Board of the West Travis County Public Utility Agency determining a Public Need and Necessity for the Acquisition of Certain Property and Authorizing the Agency’s Use of Its Eminent Domain Power to Acquire Said Property Interests for 290 30” Parallel Transmission Line (J.Riechers/ G.Murfee)**  
*(This item may be taken into Executive Session under the consultation with attorney exception).*

MOTION: A motion was made by Director Roberts to approve this item, presented as item V. H of the Board Packet. The motion was seconded by Director Smith.

The vote was taken with the following result:

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

- I. Discuss, consider and take action on Dripping Springs Water Supply Corporation Amended and Restated Wholesale Water Services Agreement (J. Riechers).**  
*(This item may be taken into Executive Session under consultation with attorney exception).*

This item was taken into Executive Session under consultation with attorney exception. No action was taken by the Board during Executive Session. The Board advised the General Manager to move forward pursuant to Board direction provided during Executive Session.

- J. Discuss, consider and take action on Proposal from Murfee Engineering, Inc. for engineering services related to WTCPUA Equipment Yard development (G. Murfee).**

Mr. Murfee presented this item and provided an overview of the proposal and WTCPUA Equipment Yard project.

MOTION: A motion was made by Director Smith to approve this item, presented as item V. J of the Board Packet. The motion was seconded by Director Creveling.

The vote was taken with the following result:

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

**K. Discuss, consider and take action on Request for Adjustment to Project Budget from Murfee Engineering, Inc. for 1080 Transmission Main (G. Murfee).**

Mr. Murfee presented this item. No action taken.

**L. Discuss, consider and take action on Request for Scope and Budget Amendment for Uplands WTP Sludge Dewatering Improvements from Malone Wheeler (J. Riechers).**

Ms. Riechers presented this item. Ms. Riechers noted that this is an ongoing project, and that staff is recommending the changes be made to the project scope and budget.

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

The vote was taken with the following result:

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

**M. Discuss, consider and take action on Service Availability Letter and Non Standard Service Agreement for:**

**1. Calvert House Restaurant, 28 Water LUEs, 290 System;**

MOTION: A motion was made by Director Creveling to approve this item, presented as item V. M of the Board Packet. The motion was seconded by Director Smith.

The vote was taken with the following result:

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

**N. Discuss, consider and take action on review of the City of Dripping Springs Wild Ridge Supplement Agreement (S. Roberts).**

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

This item was taken into Executive Session under consultation with attorney exception. No action was taken by the Board during Executive Session.

MOTION: A motion was made by Director Smith to authorize staff to negotiate, finalize, and execute the Wild Ridge Supplement Agreement as presented conditioned upon a requirement for 16" transmission main to be built from

the elevated storage tank site to the developer's property line prior to provision of service. The motion was seconded by Director Creveling.

The vote was taken with the following result:

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

**O. Discuss, consider and take action on annual TCDRS contribution rate (J. Smith).**

J. Smith presented this item. Ms. Smith stated that the Agency submits its plans annually to TCDRS. Ms. Smith stated that the WTCPUA's required contribution rate is 10.55% and the WTCPUA's current rate is 11.36%. Ms. Smith proposed raising the contribution rate to 12%, which would have the WTCPUA be fully funded in two years. Ms. Smith noted that raising the rate now would mean the contribution rate would subsequently go down once fully funded. Ms. Smith also noted that she was proposing to add a group term life policy.

MOTION: A motion was made by Director Smith to approve this item, presented as item V. O of the Board Packet. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye: Creveling, Smith, Bethke  
Abstained: None  
Absent: Roberts

**P. Discuss, consider and take action on General Manager contract (L. Kalisek).**  
*(This item may be taken into Executive Session under the consultation with attorney exception and personnel matter exception)*

This item was taken into Executive Session under consultation with attorney exception and personnel matter exception. No action was taken by the Board during Executive Session.

MOTION: A motion was made by Director Smith to adopt the salary and incentives package for the period beginning October 1, 2024 and expiring on September 30, 2029, as discussed by the Board during Executive Session. The motion was seconded by Director Bethke.

The vote was taken with the following result:

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

**Q. Discuss, consider and take action on Purchase Agreement for Easement on Parcel 14B for the 1080 Waterline.**

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

This item was taken into Executive Session under consultation with attorney exception. No action was taken by the Board during Executive Session.

MOTION: A motion was made by Director Smith to approve this item pursuant to the General Manager's recommendation, presented as item V. Q of the Board Packet. The motion was seconded by Director Creveling.

The vote was taken with the following result:

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

**R. Discuss, consider and take action on Purchase Agreement for Easement on Parcel 27 for the 290 30" Waterline.**

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

This item was taken into Executive Session under consultation with attorney exception. No action was taken by the Board during Executive Session.

MOTION: A motion was made by Director Smith to approve this item pursuant to the General Manager's recommendation, presented as item VI. R of the Board Packet. The motion was seconded by Director Creveling.

The vote was taken with the following result:

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

**S. Discuss, consider and take action on Draft Template language for Service Availability Letters and Non Standard Service Agreements (S. Roberts).**

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

No action was taken on this item.

**T. Discuss, consider and take action on upcoming meeting schedule (J. Riechers).**

The Board will set the next Board meeting in late October 2024.

**VI. STAFF REPORTS**

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

As presented in item VI. A of the Board Packet. No questions.

**B. Controller’s Report (J. Smith).**

As presented in item VI. A of the Board Packet. No questions.

**C. Operation’s Report (J. Riechers).**

As presented in item VI. A of the Board Packet. No questions.

**D. Engineering Report (G. Murfee).**

**1. Capital Improvements Plan Update**

As presented in item VI. A of the Board Packet. No questions.

**VII. ADJOURNMENT**

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

The vote was taken with the following result:

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

The meeting was adjourned by Vice President Creveling at 3:44 p.m.

PASSED AND APPROVED this \_\_\_\_ day of October 2024.

---

Walt Smith, Secretary  
Board of Directors



# ITEM C



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

September 10, 2024

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

**RE: Recommendation of Payment for Payment Application 1 – WTCPUA SWPPS GENERATOR INSTALLATION**

Mr. Roberts and Board:

Please find attached Pay Application No. 1 from Texan Municipal & Industrial for the WTCPUA SWPPS Generator Installation. We have reviewed the application for conformance with the contract documents, observed the work, concur with the items and quantities, and recommend approval of a payment of \$332,027.10, which includes 10% retainage on the work completed to date. This payment represents all WTCPUA obligations under the contract. Once payment is received by Texan Municipal & Industrial, we will secure an unconditional lien waiver and affidavit of bills paid and add it to the file.

Should you have questions or need any additional information, please contact me at your convenience.

Sincerely,  
Malone/Wheeler, Inc.

James Inocencio, P.E.  
Senior Project Engineer

Attachments: Texan Municipal & Industrial Payment Application 1

725/2024

Submittal #2A Schedule of Values

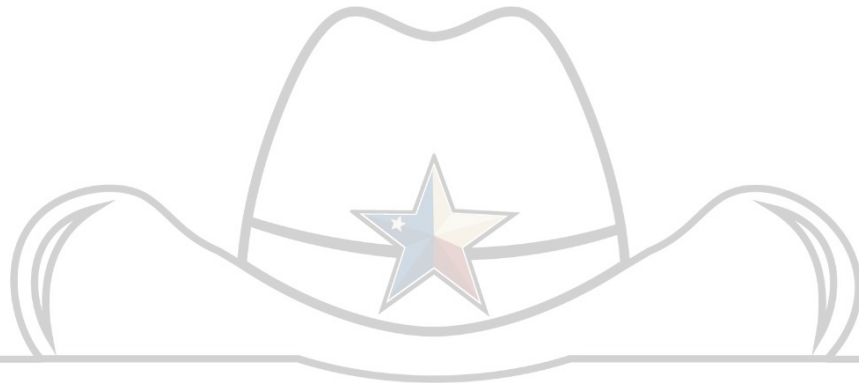
## Southwest Parkway Pump Station Generator Installation

Owner:

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

Engineer:

Malone/Wheeler, Inc.  
TBPE No. F-786  
5113 Southwest Parkway, Suite 260  
Austin, Texas 78735



**TEXAN MUNICIPAL & INDUSTRIAL**

*A Division of Texan Electric Co. Inc.*



Texan Municipal & Industrial  
7011 Dixie Dr  
Houston, TX 77079

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

TO OWNER: West Travis County Public Utility Agency PROJECT: Southwest Parkway Pump Station Generator Installation APPLICATION NO: 1 Distribution to:  
 APPLICATION DATE: 7/25/24  OWNER  
 ENGINEER  
 CONTRACTOR  
 PERIOD TO: 7/15 - 7/24  
 PD PROJECT NO:  
 CONTRACT DATE: July 15, 2024

FROM CONTRACTOR: Texan Municipal & Industrial PO Box 941548 Houston, TX 77094 VIA ENGINEER: Malone/ Wheeler Inc. 5113 Southwest Parkway Suite 260 Austin, TX 78735 CONTRACT NO.:

**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.

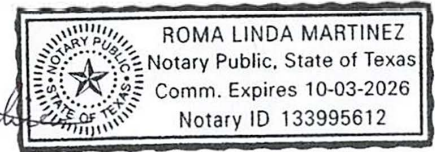
1. ORIGINAL CONTRACT SUM	\$	<u>386,169.00</u>
2. Net Change by Change Orders	\$	<u>12,750.00</u>
3. CONTRACT SUM TO DATE (LINE 1 + 2)	\$	<u>398,919.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>368,919.00</u>
5. RETAINAGE:		
a. <u>10</u> % of Completed Work	\$	<u>36,891.90</u>
(Column D + E on G703)		
b. <u>5</u> % of Stored Material	\$	<u>                    </u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703	\$	<u>36,891.90</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>332,027.10</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	\$	<u>0.00</u>
8. CURRENT PAYMENT DUE	\$	<u>332,027.10</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$	<u>66,891.90</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the 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.

CONTRACTOR: Texan Municipal & Industrial

By: [Signature] Date: 9.10.24

State of: Texas  
 County of: Harris  
 Subscribed and sworn to before me on: 9.10.24  
 Notary Public: Roma Linda Martinez  
 My Commission expires: 10-03-2026



**ENGINEER CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ \$332,027.10

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).

ENGINEER: Malone/ Wheeler Inc.

By: [Signature] Date: 09/10/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$12,750.0	\$0.00
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>		\$12,750.00

Owner Approval

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

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column 1 on Contracts where variable retainage for line items may apply

Application No: 0  
 Application Date:  
 Period To:  
 Project No:

A ITEM NO.	B DESCRIPTION OF WORK 0.00	C QUANTITY&UNIT	D UNIT COST	D SCHEDULED VALUE	E		G MATERIALS PRESENTLY STORED	H TOTAL COMPLETED AND STORED TO DATE	I PERCENT %	J BALANCE TO FINISH	K RETAINAGE 10%
					F WORK COMPLETED						
					FROM PREVIOUS APPLICATIONS	THIS PERIOD					
<b>BASE CONTRACT</b>											
1	Mobilization (Max 15%)	1	LS	\$ 56,169.00	\$ -	\$ 56,169.00	\$ -	\$ 56,169.00	100%	\$ -	\$ 5,616.90
2	Site Restoration	1	LS	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,000.00	\$ -
3	Generator Concrete Pad and Sidewalk	1	LS	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 15,000.00	\$ -
4	Emergency Generator	1	LS	\$ 280,000.00	\$ -	\$ 280,000.00	\$ -	\$ 280,000.00	100%	\$ -	\$ 28,000.00
5	Concrete Vault	1	LS	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,000.00	\$ -
6	Delivery of Generator	1	LS	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00	100%	\$ -	\$ 800.00
7	Gate	1	LS	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,000.00	\$ -
8	Labor and cost for 7/22-7/23	1	LS	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00	100%	\$ -	\$ 1,200.00
9				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
10				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
11				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
<b>Supplementary Bid Items</b>											
12				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
13				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
14				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
15				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
16				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
17				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
18				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
19				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
20				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
21				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
22				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
<b>TOTAL BASE CONTRACT</b>				\$ 386,169.00	\$ -	\$ 356,169.00	\$ -	\$ 356,169.00		\$ 30,000.00	\$ 35,616.90
<b>CHANGE ORDERS</b>											
1	Cost increase of Generator			\$ 10,350.00	\$ -	\$ 10,350.00	\$ -	\$ 10,350.00	100%	\$ -	\$ 1,035.00
2	Additional Cost delivery to Temporary Location for Delivery			\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ 1,750.00	100%	\$ -	\$ 175.00
3	Additional Cost for Bonds and Insurance			\$ 650.00	\$ -	\$ 650.00	\$ -	\$ 650.00	100%	\$ -	\$ 65.00
4				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5				\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
<b>SUB TOTAL CHANGE ORDERS</b>				\$ 12,750.00	\$ -	\$ 12,750.00	\$ -	\$ 12,750.00	100%	\$ -	\$ 1,275.00
<b>GRAND TOTAL</b>				\$ 398,919.00	\$ -	\$ 368,919.00	\$ -	\$ 368,919.00	92%	\$ 30,000.00	\$ 36,891.90



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

# SOUTHWEST PARKWAY PUMP STATION GENERATOR INSTALLATION

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

BID TAB						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	PRICE PER		
				UNIT	AMOUNT	
<b>GENERATOR INSTALLATION</b>						
1	Mobilization (Max 15%)	LS	1	\$56,169.00	\$56,169.00	
2	Site Restoration	SY	1	\$3,000.00	\$3,000.00	
3	Generator Concrete Pad and Sidewalk	LS	1	\$27,000.00	\$27,000.00	
4	Emergency Generator	LS	1	\$280,000.00	\$280,000.00	
5	Concrete Vault	LS	1	\$8,000.00	\$8,000.00	
6	Delivery of Generator	LS	1	\$8,000.00	\$8,000.00	
7	Gate	LS	1	\$4,000.00	\$4,000.00	
<b>CHANGE ORDER NO. 1</b>						
8	Cost Increase of Generator	LS	1	\$10,350.00	\$10,350.00	
9	Additional Cost delivery to Temporary Location for Delivery	LS	1	\$1,750.00	\$1,750.00	
10	Additional Cost for Bonds and Insurance	LS	1	\$650.00	\$650.00	
<b>TOTAL GENERATOR INSTALLATION</b>						<b>\$398,919.00</b>

# ITEM D



## Murfee Engineering Company

August 12, 2024

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 Ledgestone Terrace Water Line Relocation  
Contractor's Application for Payment No. 2**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 2 from EVT Construction LLC for the period ending July 31<sup>st</sup>, 2024. We have reviewed this application for payment, and concur with the items and quantities, and recommend approval and payment in the amount of seven thousand forty-four and 43/100 Dollars (\$7,044.43). This application for payment is broken down as follows:

Original Contract Price:	\$106,236.00
Net Change by Change Orders:	(\$16,740.81)
Current Contract Price:	\$89,495.19
Total Completed and Stored to Date:	\$89,495.19
Retainage (5%):	\$4,474.76
<b>Amount Due this Application:</b>	<b>\$7,044.43</b>
Balance to Finish, Plus Retainage:	\$4,474.76

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

Sincerely,

Andrew Johnson, E.I.T.

cc: Jennifer Riechers – WTCPUA  
MEC File No. 11051.178



# APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): **West Travis County Public Utility Agency** PROJECT: **Ledgestone Terrace Water Line** APPLICATION NO: **2** Distribution to: OWNER  
 APPLICATION DATE: **08/05/24** PERIOD TO:

FROM (CONTRACTOR):  
 EVT CONSTRUCTION LLC  
 9005 FM 973  
 Austin TX 78719

VIA (Engineer):

EVT CONTRACT NO:

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY				
Change Orders approved in		ADDITIONS	DEDUCTIONS	
previous months by Owner		\$0.00	\$0.00	
TOTAL		\$0.00	\$0.00	
Approved this Month	Number	Date Approved		
	1		\$16,740.81	
TOTALS		\$0.00	\$16,740.81	
			-\$16,740.81	

Net change by Change Orders

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.

CONTRACTOR:

\_\_\_\_\_

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and Contractor is entitled to payment of the AMOUNT CERTIFIED.

\_\_\_\_\_

## OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Owner certifies that to the best of the Owner's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and Contractor is entitled to payment of the AMOUNT CERTIFIED.

\_\_\_\_\_

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

1. ORIGINAL CONTRACT SUM \$106,236.00
2. NET CHANGE BY CHANGE ORDERS -\$16,740.81
3. CONTRACT SUM TO DATE (Line 1 + 2) \$89,495.19
4. TOTAL COMPLETED TO DATE \$89,495.19
5. MATERIALS ON HAND \$0.00
6. TOTAL COMPLETED PLUS MATERIALS \$0.00
7. RETAINAGE:
  - a. \_ 5% Retainage \$4,474.76
8. TOTAL LESS RETAINAGE \$85,020.43
9. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 from prior Certificate)
10. CURRENT PAYMENT DUE \$7,044.43
11. BALANCE TO FINISH \$4,474.76
 

(Line 3 less Line 8 Total)

State of: Texas County of: Travis  
 Subscribed and sworn to before me this  
 Notary Public:  
 My Commission expires:

AMOUNT CERTIFIED.....

(Attach explanation if amount certified differs from the amount applied for.)

Engineer:

By: *Andrew Johnson* Date: 8/12/24

**This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.**

AMOUNT CERTIFIED.....

(Attach explanation if amount certified differs from the amount applied for.)

Owner:

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

**This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.**

## Ledgestone Terrace Water Line

EVT CONSTRUCTION,LLC.  
9005 FM 973  
AUSTN, TEXAS 78719

Pay Application: 2

Date: 8/5/2024

Original Contract Amount \$106,236.00

Item No.	Description	Quantity	Unit	Unit Cost	Bid Amount	Quantity Previously Completed	Amount Previously Completed	Quantity Completed this Period	\$ Amount Completed This Period	Quantity Completed To Date	Amount Completed To Date	% Complete
<b>BASE BID</b>												
<b>Silt Fence</b>		<b>690</b>	<b>LF</b>	<b>\$3.00</b>	<b>\$2,070.00</b>	690.0	\$2,070.00		\$0.00	690	\$2,070.00	100%
<b>Hydro Seeding</b>		<b>133</b>	<b>SY</b>	<b>\$6.00</b>	<b>\$798.00</b>		\$0.00	<b>133.0</b>	\$798.00	133	\$798.00	100%
<b>8" DI Pipe</b>		<b>410</b>	<b>LF</b>	<b>\$120.00</b>	<b>\$49,200.00</b>	410	\$49,200.00		\$0.00	410	\$49,200.00	100%
<b>6" Water Connections</b>		<b>2</b>	<b>EA</b>	<b>\$3,270.00</b>	<b>\$6,540.00</b>	1.0	\$3,270.00	<b>1.0</b>	\$3,270.00	2	\$6,540.00	100%
<b>16" Incasement</b>		<b>50</b>	<b>LF</b>	<b>\$210.00</b>	<b>\$10,500.00</b>	50	\$10,500.00		\$0.00	50	\$10,500.00	100%
<b>6" Gate Valves</b>		<b>4</b>	<b>EA</b>	<b>\$2,250.00</b>	<b>\$9,000.00</b>	2	\$4,500.00	<b>2.0</b>	\$4,500.00	4	\$9,000.00	100%
<b>Trench Safety</b>		<b>414</b>	<b>LF</b>	<b>\$2.00</b>	<b>\$828.00</b>	414	\$828.00		\$0.00	414	\$828.00	100%
<b>Driveway Repair</b>		<b>40</b>	<b>SY</b>	<b>\$50.00</b>	<b>\$2,000.00</b>	40	\$2,000.00		\$0.00	40	\$2,000.00	100%
<b>Bond</b>		<b>1</b>	<b>LS</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	1	\$2,500.00		\$0.00	1	\$2,500.00	100%
<b>Traffic Controll</b>		<b>1</b>	<b>LS</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	1	\$6,000.00		\$0.00	1	\$6,000.00	100%
<b>Temp water By Pass</b>		<b>420</b>	<b>LF</b>	<b>\$40.00</b>	<b>\$16,800.00</b>		\$0.00	<b>420.0</b>	\$16,800.00	420	\$16,800.00	100%
Change Order #1		<b>1</b>	<b>LS</b>	<b>-\$16,740.81</b>	<b>-\$16,740.81</b>		\$0.00	<b>1.0</b>	-\$16,740.81	1	-\$16,740.81	100%
					<b>\$0.00</b>		\$0.00		\$0.00	0	\$0.00	#DIV/0!
					<b>\$0.00</b>		\$0.00		\$0.00	0	\$0.00	#DIV/0!
					<b>\$89,495.19</b>			<b>TOTAL THIS PERIOD:</b>		<b>TOTAL TO DATE:</b>	<b>\$89,495.19</b>	

Completed to Date	\$89,495.19
Materials on Hand	
Total Completed and Materials On Hand	
Less Retainage (5%)	\$4,474.76
Completed to Date & Mtls On Hand (Less Retainage)	\$85,020.43
Total Billed on Previous Pay Apps	\$77,976.00
<b>Amount Owed This Estimate</b>	<b>\$7,044.43</b>

**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**Certificate of Substantial Completion – Section 00 80 40**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

---

DATE OF ISSUANCE August 21, 2024

---

OWNER West Travis County Public Utility Agency

CONTRACTOR EVT Construction, LLC

CONTRACT: Ledgestone Terrace Water Line Relocation

PROJECT: Ledgestone Terrace Water Line Relocation

---

OWNER's Contract No. 11051-178 ENGINEER's Project No. 11051-178

---

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To West Travis County Public Utility Agency  
OWNER

And To EVT Construction, LLC  
CONTRACTOR

---

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

August 24, 2024  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1996 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**Certificate of Substantial Completion – Section 00 80 40**

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following documents are attached to and made a part of this Certificate:

*[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]*

\_\_\_\_\_

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

\_\_\_\_\_

Executed by ENGINEER on 8-23-24  
Date

Murfee Engineering Co.  
ENGINEER

By:   
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on 8-23-24  
Date

EWT Construction LLC  
CONTRACTOR

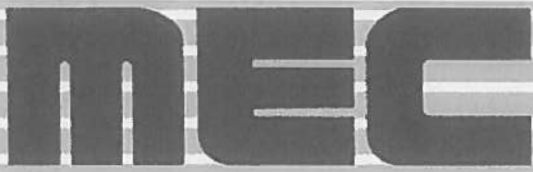
By:   
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER

By: \_\_\_\_\_  
(Authorized Signature)





Murfee Engineering Company

September 24, 2024

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 Ledgestone Terrace Water Line Relocation Contractor's Application for Payment No. 3 FINAL

Mr. Roberts and Board:

Enclosed is Application for Payment No. 3 and final from EVT Construction, LLC for the period ending September 24th, 2024. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of four thousand four hundred seventy-four dollars and seventy-six cents (\$4,474.76). Also attached are all close-out documents required by the Contract as well as the contractor's one year guarantee. The Work is completed, and Application for Payment No. 3 represents the release of the contractual retainage of 5%. We therefore recommend payment of Application for Payment Final in the amount of \$4,474.76 and acceptance of the facilities for operation and maintenance during the warranty period. This application for payment is broken down as follows:

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

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

Sincerely,

Handwritten signature of Andrew Johnson

Andrew Johnson, EIT

1101 Capital of Texas Highway South • Building D, Suite 110 • Austin, Texas 78746 • 512/327-9204 • TBPE F353

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): West Travis County Public Utility Agency	PROJECT: Ledgestone Terrace Water Line	APPLICATION NO: 3	Distribution to: OWNER
		APPLICATION DATE: 09/24/24	
		PERIOD TO:	

FROM (CONTRACTOR):  
EVT CONSTRUCTION LLC  
9005 FM 973  
Austin TX 78719

VIA (Engineer):

EVT CONTRACT NO:

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in		ADDITIONS	DEDUCTIONS
previous months by Owner		\$0.00	\$0.00
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
1			\$16,740.81
TOTALS		\$0.00	\$16,740.81
			-\$16,740.81

Net change by Change Orders

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.

CONTRACTOR:

\_\_\_\_\_

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

1. ORIGINAL CONTRACT SUM	\$106,236.00
2. NET CHANGE BY CHANGE ORDERS	-\$16,740.81
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$89,495.19
4. TOTAL COMPLETED TO DATE	\$89,495.19
5. MATERIALS ON HAND	\$0.00
6. TOTAL COMPLETED PLUS MATERIALS	\$0.00
7. RETAINAGE:	
a. _ 5% Retainage	\$4,474.76
8. TOTAL LESS RETAINAGE	\$85,020.43
9. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 from prior Certificate)	
10. CURRENT PAYMENT DUE	\$4,474.76
11. BALANCE TO FINISH (Line 3 less Line 8 Total)	\$0.00

State of: Texas County of: Travis  
Subscribed and sworn to before me this  
Notary Public:  
My Commission expires:

AMOUNT CERTIFIED.....

(Attach explanation if amount certified differs from the amount applied for.)

Engineer:

By: Andrew Johnson Date: 09/24/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AMOUNT CERTIFIED.....

(Attach explanation if amount certified differs from the amount applied for.)

Owner:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G703-1983

## OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Owner certifies that to the best of the Owner's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and Contractor is entitled to payment of the AMOUNT CERTIFIED.

\_\_\_\_\_

## Ledgestone Terrace Water Line

EVT CONSTRUCTION,LLC.  
9005 FM 973  
AUSTN, TEXAS 78719

Pay Application: 3

Date: 09/24/24

Original Contract Amount \$106,236.00

Item No.	Description	Quantity	Unit	Unit Cost	Bid Amount	Quantity Previously Completed	Amount Previously Completed	Quantity Completed this Period	\$ Amount Completed This Period	Quantity Completed To Date	Amount Completed To Date	% Complete
<b>BASE BID</b>												
<b>Silt Fence</b>		<b>690</b>	LF	<b>\$3.00</b>	<b>\$2,070.00</b>	690.0	\$2,070.00		\$0.00	690	\$2,070.00	100%
<b>Hydro Seeding</b>		<b>133</b>	SY	<b>\$6.00</b>	<b>\$798.00</b>		\$0.00	<b>133.0</b>	\$798.00	133	\$798.00	100%
<b>8" DI Pipe</b>		<b>410</b>	LF	<b>\$120.00</b>	<b>\$49,200.00</b>	410	\$49,200.00		\$0.00	410	\$49,200.00	100%
<b>6" Water Connections</b>		<b>2</b>	EA	<b>\$3,270.00</b>	<b>\$6,540.00</b>	1.0	\$3,270.00	<b>1.0</b>	\$3,270.00	2	\$6,540.00	100%
<b>16" Incasement</b>		<b>50</b>	LF	<b>\$210.00</b>	<b>\$10,500.00</b>	50	\$10,500.00		\$0.00	50	\$10,500.00	100%
<b>6" Gate Valves</b>		<b>4</b>	EA	<b>\$2,250.00</b>	<b>\$9,000.00</b>	2	\$4,500.00	<b>2.0</b>	\$4,500.00	4	\$9,000.00	100%
<b>Trench Safety</b>		<b>414</b>	LF	<b>\$2.00</b>	<b>\$828.00</b>	414	\$828.00		\$0.00	414	\$828.00	100%
<b>Driveway Repair</b>		<b>40</b>	SY	<b>\$50.00</b>	<b>\$2,000.00</b>	40	\$2,000.00		\$0.00	40	\$2,000.00	100%
<b>Bond</b>		<b>1</b>	LS	<b>\$2,500.00</b>	<b>\$2,500.00</b>	1	\$2,500.00		\$0.00	1	\$2,500.00	100%
<b>Traffic Controll</b>		<b>1</b>	LS	<b>\$6,000.00</b>	<b>\$6,000.00</b>	1	\$6,000.00		\$0.00	1	\$6,000.00	100%
<b>Temp water By Pass</b>		<b>420</b>	LF	<b>\$40.00</b>	<b>\$16,800.00</b>		\$0.00	<b>420.0</b>	\$16,800.00	420	\$16,800.00	100%
Change Order #1		<b>1</b>	LS	<b>-\$16,740.81</b>	<b>-\$16,740.81</b>		\$0.00	<b>1.0</b>	-\$16,740.81	1	-\$16,740.81	100%
					<b>\$0.00</b>		\$0.00		\$0.00	0	\$0.00	#DIV/0!
					<b>\$0.00</b>		\$0.00		\$0.00	0	\$0.00	#DIV/0!
					<b>\$89,495.19</b>			<b>TOTAL THIS PERIOD:</b>		<b>TOTAL TO DATE:</b>	<b>\$89,495.19</b>	

Completed to Date	\$89,495.19
Materials on Hand	
Total Completed and Materials On Hand	
Less Retainage (5%)	\$4,474.76
Completed to Date & Mtls On Hand (Less Retainage)	\$85,020.43
Total Billed on Previous Pay Apps	\$85,020.43
<b>Amount Owed This Estimate</b>	<b>\$4,474.76</b>



**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**  
AIA DOCUMENT G707

OWNER [ ]  
ARCHITECT [ ]  
CONTRACTOR [ ]  
SURETY [ ]  
OTHER [ ]

PROJECT:  
(name, address)

TO (OWNER)  
West Travis County Public Utility Agency

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Ledgestone Terrace Water Line Relocation

CONTRACT DATE:

CONTRACTOR: EVT CONSTRUCTION LLC

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

Frankenmuth Insurance Company, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

EVT CONSTRUCTION LLC 9005 S FM 973 Austin, TX 78719, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve  
the Surety Company of any of its obligations to (here insert name and address of Owner)

West Travis County Public Utility Agency, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this October 9, 2024

**Frankenmuth Insurance Company**  
Surety Company

  
Signature of Authorized Representative  
Nicole E. Schmalz, Attorney-In-Fact

Attest:  
(Seal)



NOTE: This form is to be used as a companion document to AIA DOCUMENT G706 CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition.

**FRANKENMUTH INSURANCE COMPANY**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Eric Schmalz, Nicole E. Schmalz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

**Fifty Million and 00/100 Dollars (\$50,000,000)**

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.



Frankenmuth Insurance Company

By Frederick A. Edmond, Jr.  
Frederick A. Edmond, Jr.,  
President and Chief Executive Officer

ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger

(Seal)

Susan L. Fresorger, Notary Public  
Saginaw County, State of Michigan  
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 9th day of October, 2024.

Andrew H. Knudsen  
Andrew H. Knudsen, Executive Vice President,  
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO  
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

**MAINTENANCE  
BOND**

**Frankenmuth Insurance Company  
1 Mutual Ave, Frankenmuth, MI 48787**

Bond No.: SUR0007268

KNOWN ALL BY THESE PRESENTS: That we EVT Construction LLC,  
as Principal, and Frankenmuth Insurance Company, a corporation  
organized and existing under the Laws of the State of Michigan, as Surety, are held and  
firmly bound unto West Travis County Public Utility District, as Obligee, in the  
total sum of Eight-Nine Thousand Four Hundred Ninety-Five Dollars and Nineteen Cents  
U.S. Dollars (\$89,495.19) for the payment whereof said Principal and Surety bind  
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated \_\_\_\_\_ for  
Construction of Ledgestone Terrace Water Line Relocation For West Travis County Public Utility Agency  
\_\_\_\_\_ ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal  
shall maintain and remedy said Work free from defects in materials and workmanship for a  
period of One (1) year(s) from the date of substantial completion of the work provided for in the  
Plans, (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full  
force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one  
(1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is  
prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended  
so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation  
shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance  
Period.

SIGNED this 16th day of September, 2024.

By: EVT Construction LLC  
Principal

By: [Signature]  
(Signature, Title)

Frankenmuth Insurance Company  
Surety

By: [Signature]  
Nicole E. Schmalz, Attorney-in-Fact

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Eric Schmalz, Nicole E. Schmalz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.

Frankenmuth Insurance Company

By Frederick A. Edmond, Jr., President and Chief Executive Officer

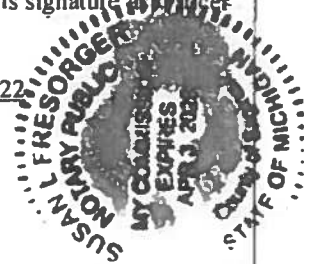


STATE OF MICHIGAN )
COUNTY OF SAGINAW ) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



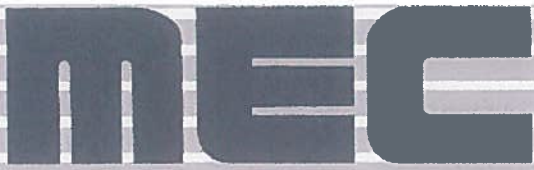
I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 16th day of September, 2024.

Andrew H. Knudsen, Executive Vice President, Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096





Murfée Engineering Company

October 10, 2024

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 Southwest Parkway Pump Station
Contractor's Application for Payment No. 2

Mr. Roberts and Board:

Enclosed is Application for Payment No. from Payton Construction for the period ending September 30, 2024. We have reviewed this application for payment, concur with the items and quantities, and recommend approval and payment in the amount of Sixteen Thousand Seven Hundred Seventeen Dollars (\$16,717). This application for payment is broken down as follows:

Table with 2 columns: Description and Amount. Rows include Original Contract Price (\$4,157,905), Net change with Change Orders (\$0.00), Total Completed and stored to Date (\$59,176), Retainage (5%) (\$2,959), Amount Due this Application (\$16,717), and Balance to Finish, Plus Retainage (\$4,101,688).

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

Mark Kestner
Municipal Managing Engineer - MEC

cc: Jennifer Reichers — WTCPUA MEC File No. 11051-175C

**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:** West Travis County Public Utility Agency  
 Southwest Parkway Pump Station Upgrade  
 10710 State Highway 71  
 Austin, Texas 78735

**APPLICATION NO:** 2  
**APPLICATION DATE:** 10/01/2024  
**PERIOD TO:** 09/30/2024  
**PCI JOB NO:** 235

**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:** 08/01/24 **NOTICE TO PROCEED:** 08/15/24 **COMPLETION DATE:** 06/16/25 **CONTRACT TIME:** 305 CD **CONTRACT TIME USED:** 46 CD

Distribution to:

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

**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 \$ 4,157,905
  2. NET CHANGE BY CHANGE ORDERS \$ 0
  3. CONTRACT SUM TO DATE \$ 4,157,905  
(Line 1 + 2)
  4. TOTAL COMPLETED & STORED TO DATE \$ 59,176  
(Column G on G703)
  5. RETAINAGE:
    - a. .5% of Completed Work \$ 2,959  
(Column D + E on G703)
    - b. .5% of Stored Material \$ 0  
(Column F on G703)
- TOTAL RETAINAGE (Lines 5a + 5b or Total in Column J of G703) \$ 2,959
6. TOTAL EARNED LESS RETAINAGE \$ 56,217  
(Line 4 Less Line 5 Total)
  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 39,500  
(Line 6 from prior Certificate)
  8. CURRENT PAYMENT DUE \$ 16,717
  9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 4,101,688  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total changes approved this month by Owner	\$0	\$0
Totals	\$0	\$0
Net Changes by Change Order	\$0	\$0

**CONTRACTOR'S CERTIFICATE FOR PAYMENT**

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.

CONTRACTOR: Payton Construction, Inc.

By: *George Slagle* Date: 10/01/24

State of: Texas County of: Hays  
 Subscribed and sworn to before me this 1st day of October, 2024

Notary Public: Sharolyn Filppo *Sharolyn Filppo* My Commission expires: 02-27-2025

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: ..... \$ 16,717  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: Murfee Engineering Company, Inc.

By: *George Slagle* Date: 10/16/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**OWNER'S APPROVAL FOR PAYMENT**

OWNER: West Travis County Public Utility Agency

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

# CONTINUATION SHEET

AIA DOCUMENT G703

PROJECT: West Travis County Public Utility Agency - Southwest Parkway Pump Station Upgrade

OWNER: West Travis County Public Utility Agency

ENGINEER: Murfee Engineering Co., Inc.

CONTRACTOR: Payton Construction, Inc.

APPLICATION NO: 2

APPLICATION DATE: 10/01/2024

PAYMENT PERIOD FROM: 09/01/2024 to 09/30/2024

PCI PROJECT NO: 235

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	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)							
E-1	240 SY - Restoration of Vegetative Areas (240 SY @ \$20/SY = \$4800)	\$4,800		\$48	\$0	\$0	\$48	1%	\$4,752	\$2
E-2	125 LF - Installation and Maintenance of Silt Fence (125 LF @ \$28/LF = \$3500)	\$3,500		\$35	\$0	\$0	\$35	1%	\$3,465	\$2
E-3	28 TON - Installation of Pavement per Plans & Details (28 TON @ \$2,140/TON = \$59,920)	\$59,920		\$599	\$0	\$0	\$599	1%	\$59,321	\$30
W-1	4 EA - Removal of Existing Pumps and Equipment (4 EA @ \$22,905 = \$91,620)	\$91,620		\$916	\$0	\$0	\$916	1%	\$90,704	\$46
W-2	4 EA - Installation of 300 HP, 2033 GPM Pumps (4 EA @ \$131,250 = \$525,000)	\$525,000		\$5,250	\$0	\$0	\$5,250	1%	\$519,750	\$263
W-3	4 EA - Installation of 12" Pump Control Valves, Actuated Metal Seat Ball Type (4 EA @ \$220,000 = \$880,000)	\$880,000		\$8,800	\$0	\$0	\$8,800	1%	\$871,200	\$440
W-4	4 EA - Installation of 12" Resilient Seat Gate Valves (4 EA @ \$7,500 = \$30,000)	\$30,000		\$300	\$0	\$0	\$300	1%	\$29,700	\$15
W-5	4 EA - Installation of 12" Wafer Style Check Valves (4 EA @ \$6,580 = \$26,320)	\$26,320		\$263	\$0	\$0	\$263	1%	\$26,057	\$13
W-6	100 LF - Installation of 12" DI Pipe, Fittings and Appurtenances, Above Ground (100 LF @ \$1,270 = \$127,000)	\$127,000		\$1,270	\$0	\$0	\$1,270	1%	\$125,730	\$64
W-7	25 LF - Installation of 12" DI Pipe, Fittings and Appurtenances, Below Ground (25 LF @ \$2,500 = \$62,500)	\$62,500		\$625	\$0	\$0	\$625	1%	\$61,875	\$31
W-8	1 EA - Installation of Cut-In 24" x 10" Tee (1 EA @ \$17,300 = \$17,300)	\$17,300		\$173	\$0	\$0	\$173	1%	\$17,127	\$9
W-9	110 LF - Installation of 10" DI Pipe, Fittings and Appurtenances, Below Ground (110 LF @ \$1,370 = \$150,700)	\$150,700		\$1,507	\$0	\$0	\$1,507	1%	\$149,193	\$75
W-10	1 LS - Installation of Water Surge Valve, Valves and Appurtenances (1 LS @ \$114,000 = \$114,000)	\$114,000		\$1,140	\$0	\$0	\$1,140	1%	\$112,860	\$57
W-11	1 LS - Demolition of Interior Building Walls, Building Trellis and Exterior Concrete Pad (1 LS @ \$17,775 = \$17,775)	\$17,775		\$178	\$17,597	\$0	\$17,775	100%	\$0	\$889



# CONTINUATION SHEET

AIA DOCUMENT G703

**PROJECT:** West Travis County Public Utility Agency - Southwest Parkway Pump Station Upgrade  
**OWNER:** West Travis County Public Utility Agency  
**ENGINEER:** Murfee Engineering Co., Inc.  
**CONTRACTOR:** Payton Construction, Inc.

**APPLICATION NO:** 2  
**APPLICATION DATE:** 10/01/2024  
**PAYMENT PERIOD FROM:** 09/01/2024 to 09/30/2024  
**PCI PROJECT NO:** 235

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	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)							
W-12	8 EA - Installation of 2" Air/Vacuum Release Valves, Drain Lines and Appurtenances (8EA @ \$2,625 = \$21,000)	\$21,000		\$210	\$0	\$0	\$210	1%	\$20,790	\$11
W-13	2 EA - Installation of 10" Resilient Seat Gate Valves (2 EA @ \$8,700 = \$17,400)	\$17,400		\$174	\$0	\$0	\$174	1%	\$17,226	\$9
W-14	1 LS - Installation of Cut-In 16" x 10" Tee (1 LS @ \$12,264 = \$12,264)	\$12,264		\$123	\$0	\$0	\$123	1%	\$12,141	\$6
W-15	62 CY - Installation of Thrust Blocks (62 CY @ \$463 = \$28,706)	\$28,706		\$287	\$0	\$0	\$287	1%	\$28,419	\$14
W-16	3 EA - Installation of 20" Resilient Seat Gate Valves (3 EA @ \$55,200 = \$165,600)	\$165,600		\$1,656	\$0	\$0	\$1,656	1%	\$163,944	\$83
EL-1	1 LS - Electrical Upgrades, ATS, Motor Control Centers, Switchgear, Conduits and Appurtenances (1 LS @ \$1,400,000 = \$1,400,000)	\$1,400,000		\$14,000	\$0	\$0	\$14,000	1%	\$1,386,000	\$700
EL-2	Allowance for SCADA and Programming Update (1 LS @ \$1,250,000 = \$1,250,000)	\$1,250,000		\$1,250	\$0	\$0	\$1,250	1%	\$123,750	\$63
M-1	1 LS - Installation of Heating, Ventilation and Cooling Equipment, Ducts and Appurtenances (1 LS @ \$255,000 = \$255,000)	\$255,000		\$2,550	\$0	\$0	\$2,550	1%	\$252,450	\$128
P-1	1 LS - Installation, Relocation and Removal of Plumbing Piping, Fixtures and Appurtenances (1 LS @ \$22,500 = \$22,500)	\$22,500		\$225	\$0	\$0	\$225	1%	\$22,275	\$11
<b>ORIGINAL CONTRACT TOTALS</b>		<b>\$4,157,905</b>		<b>\$41,579</b>	<b>\$17,597</b>	<b>\$0</b>	<b>\$59,176</b>	<b>1%</b>	<b>\$4,098,729</b>	<b>\$2,959</b>





Murfee Engineering Company

October 8, 2024

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 1080 Transmission Main Segment B Contractor’s Application for Payment No. 5**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 5 from Austin Engineering Co., Inc. for the period ending September 30<sup>th</sup>, 2024. We have reviewed this application for payment, and concur with the items and quantities, and recommend approval and payment in the amount of six hundred eighty-two thousand six hundred forty-five dollars and 93/100 Dollars (\$682,645.93). This application for payment is broken down as follows:

Original Contract Price:	\$4,636,705.50
Net Change by Change Orders:	\$0.00
Current Contract Price:	\$4,636,705.50
Total Completed and Stored to Date:	\$1,629,294.46
Retainage (5%):	\$81,464.72
<b>Amount Due this Application:</b>	<b>\$682,645.93</b>
Balance to Finish, Plus Retainage:	\$3,088,875.76

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

Sincerely,

Jason Baze, P.E.

cc: Jennifer Riechers – WTCPUA  
MEC File No. 11051.122

**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: 1080 24" TRANSMISSION  
MAIN, SEGMENT B

APPLICATION NO: **FIVE (5)**  
DATE: 9/25/2024

PERIOD TO: **9/30/2024**

	OWNER
	General Contractor
X	CONTRACTOR

FROM CONTRACTOR:  
AUSTIN ENGINEERING CO., INC.  
P.O. BOX 342349  
AUSTIN, TEXAS 78734

PROJECT NO: **11051.122**  
AECO JOB NO: 24005  
AECO INVOICE NO: 24138  
CONTRACT DATE: 3/1/2024

CONTRACT FOR: 1080 24" TRANSMISSION MAIN, SEGMENT "B"

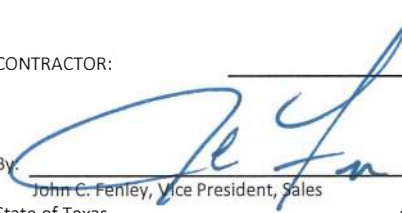
**CONTRACTOR'S APPLICATION FOR PAYMENT**

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>4,636,705.50</u>
2. Net change by Change Orders	\$	<u>-</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>4,636,705.50</u>
4. TOTAL COMPLETED & STORED TO Date (Column D + E on G703)	\$	<u>1,629,294.46</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work & Stored Materials (Column D + E on G703)	\$	<u>81,464.72</u>
b. _____ % of Stored Material (Column F on G703)	\$	<u>                    </u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>81,464.72</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>1,547,829.74</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>865,183.81</u>
<b>8. CURRENT PAYMENT DUE</b>	<b>\$</b>	<b><u>682,645.93</u></b>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>3,088,875.76</u>

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

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.


CONTRACTOR: \_\_\_\_\_ AUSTIN ENGINEERING CO., INC.  
By:  \_\_\_\_\_ Date: 9/25/24  
John C. Fenley, Vice President, Sales  
State of Texas County of Travis  
Subscribed and sworn to before me this 2 day of September, 2024  
Notary Public: \_\_\_\_\_ Waiver attached  
My Commission expires: 11/17/27

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the General Contractor certifies to the Owner that to the best of the General Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Murfee Engineering Co., Inc.  \_\_\_\_\_ Date: **10-8-2024**  
By: \_\_\_\_\_ This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **FIVE (5)**  
 APPLICATION DATE: 9/25/2024  
 PERIOD TO: 09/30/24  
 PROJECT: 1080 24" TRANSMISSION  
 ENGINEERS PROJECT NO.: 11051.122

A ITEM NO.	B DESCRIPTION OF WORK	C BID QUANTITY	UNIT	UNIT PRICE	TOTAL	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE		H BALANCE TO FINISH	I RETAINAGE
						FROM PREV. APPLICATION	THIS PERIOD		%			
1	SILT FENCE INCLUDING J-HOOKS INSTALLATION	8,400	LF	\$ 5.00	\$ 42,000.00	\$ 27,225.00	\$ -		\$ 27,225.00	65%	\$ 14,775.00	\$ 1,361.25
2	STABILIZED CONSTRUCTION ENTRANCE INSTALLATION	15	EA	\$ 1,200.00	\$ 18,000.00	\$ 8,400.00	\$ -		\$ 8,400.00	47%	\$ 9,600.00	\$ 420.00
3	LOC RESTORATION / HYDROMULCH SEEDING,	42,000	SY	\$ 1.00	\$ 42,000.00	\$ -			\$ -		\$ 42,000.00	\$ -
4	SOIL RETENTION BLANKET INSTALLATION	1,000	SY	\$ 3.00	\$ 3,000.00	\$ -			\$ -		\$ 3,000.00	\$ -
5	TREE PROTECTION INSTALLATION AND MAINTENANCE	3,414	LF	\$ 5.00	\$ 17,070.00	\$ 2,250.00	\$ 7,138.50		\$ 9,388.50	55%	\$ 7,681.50	\$ 469.43
6	ROCK BERM, COMPLETE & IN PLACE	50	LF	\$ 30.00	\$ 1,500.00	\$ -			\$ -		\$ 1,500.00	\$ -
7	SWPPP COMPLIANCE, COMPLETE & IN PLACE	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -		\$ 4,000.00	100%	\$ -	\$ 200.00
8	16" DUCTILE IRON WATER MAIN	17	LF	\$ 330.00	\$ 5,610.00				\$ -		\$ 5,610.00	\$ -
9	CONNECTION EXISTING 16" WATER MAIN	2	EA	\$ 6,500.00	\$ 13,000.00				\$ -		\$ 13,000.00	\$ -
10	24" DUCTILE IRON WATER MAIN (UNRESTRAINED)	6,913	LF	\$ 308.50	\$ 2,132,660.50	\$ -	\$ 71,263.50	\$ 587,542.79	\$ 658,806.29	31%	\$ 1,473,854.21	\$ 32,940.31
11	24" DUCTILE IRON WATER MAIN (RESTRAINED)	2,583	LF	\$ 380.00	\$ 981,540.00	\$ 61,940.00	\$ 95,380.00	\$ 136,154.79	\$ 293,474.79	30%	\$ 688,065.21	\$ 14,673.74
12	36" ENCASEMENT PIPE (BORE), COMPLETE & IN PLACE	621	LF	\$ 950.00	\$ 589,950.00	\$ 227,050.00	\$ -	\$ 36,959.00	\$ 264,009.00	45%	\$ 325,941.00	\$ 13,200.45
13	12" GATE VALVE AND BOX, COMPLETE & IN PLACE	3	EA	\$ 5,500.00	\$ 16,500.00				\$ -		\$ 16,500.00	\$ -
14	16" GATE VALVE AND BOX, COMPLETE & IN PLACE	4	EA	\$ 13,000.00	\$ 52,000.00			\$ 32,800.00	\$ 32,800.00	63%	\$ 19,200.00	\$ 1,640.00
15	24" GATE VALVE AND BOX, COMPLETE & IN PLACE	7	EA	\$ 41,500.00	\$ 290,500.00		\$ 83,000.00	\$ 138,783.90	\$ 221,783.90	76%	\$ 68,716.10	\$ 11,089.20
16	FIRE HYDRANT ASSEMBLY, COMPLETE & IN PLACE	5	EA	\$ 13,500.00	\$ 67,500.00				\$ -		\$ 67,500.00	\$ -
17	3" AIR RELEASE/VACUUM VALVE AND VAULT, COMPLETE & IN PLACE	5	EA	\$ 23,500.00	\$ 117,500.00			\$ 50,014.98	\$ 50,014.98	43%	\$ 67,485.02	\$ 2,500.75
18	CONNECTION TO EXISTING 24" DIP	1	LS	\$ 8,000.00	\$ 8,000.00				\$ -		\$ 8,000.00	\$ -
19	TRENCH SAFETY, COMPLETE & IN PLACE	8,875	LF	\$ 1.00	\$ 8,875.00		\$ 392.00		\$ 392.00	4%	\$ 8,483.00	\$ 19.60
20	PAVEMENT REPAIR, COMPLETE & IN PLACE	40	LF	\$ 825.00	\$ 33,000.00				\$ -		\$ 33,000.00	\$ -
21	DRIVEWAY REPAIR, COMPLETE & IN PLACE	1	LS	\$ 27,500.00	\$ 27,500.00				\$ -		\$ 27,500.00	\$ -
22	TEMPORARY IRRIGATION	8,500	LF	\$ 5.00	\$ 42,500.00				\$ -		\$ 42,500.00	\$ -
23	CONCRETE RETARDS	6	EA	\$ 2,500.00	\$ 15,000.00				\$ -		\$ 15,000.00	\$ -
24	BONDS AND INSURANCE	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ -		\$ 55,000.00	100%	\$ -	\$ 2,750.00
25	ORANGE CONSTRUCTION FENCE	1,000	LF	\$ 5.00	\$ 5,000.00				\$ -		\$ 5,000.00	\$ -
26	FENCE REPAIR, COMPLETE & IN PLACE	1,500	LF	\$ 25.00	\$ 37,500.00				\$ -		\$ 37,500.00	\$ -
27	TRAFFIC CONTROL, COMPLETE & IN PLACE	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00		\$ 4,000.00	40%	\$ 6,000.00	\$ 200.00
<b>GRAND TOTALS</b>					<b>\$4,636,705.50</b>	<b>\$387,865.00</b>	<b>\$259,174.00</b>	<b>\$982,255.46</b>	<b>\$1,629,294.46</b>	<b>35%</b>	<b>\$3,007,411.04</b>	<b>\$81,464.72</b>

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROJECT: 1080 24" TRANSMISSION MAIN, SEGMENT "B"

JOB NO.: 11051.122

The undersigned executes this on behalf of AUSTIN ENGINEERING COMPANY, INC. ("Contractor") who has contracted with WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a ("Owner") to furnish materials, supplies and/or labor pursuant to those certain agreements between Owner and Contractor (collectively, the "Agreements") and/or otherwise provided labor and/or materials in connection with certain improvements to real property located Travis County, Texas (the "Property").

On receipt by the Contractor of this document of a check from West Travis County Public Utility Agency in the sum of **Six Hundred Eighty-Two Thousand, Six Hundred Forty-Five Dollars and Ninety-Three Cents (\$682,645.93)** payable to Contractor 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 Contractor's position that the Contractor has on the Property and Contractor agrees to indemnify and hold Owner, all future owners of the Property and all lienholders harmless from all claims and expenses (including attorney's fees) arising out of any unpaid mechanics and/or materialmen's claims, including subcontractors, suppliers and/or materialmen who may file any liens against said Property for any services, labor or material delivered or performed in connection with the Property, whether or not related to the Agreements or the work performed on or for the benefit of the Property, by, through or under Contractor, [except for the Retainage Amount unless and until the Retainage Amount has been paid by Owner in accordance with the terms of the Agreements at which time Contractor's indemnity shall automatically extend to and also cover the Retainage Amount].

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

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

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

Date: September 30, 2024

AUSTIN ENGINEERING COMPANY, INC.

By: [Signature]

Name: John C. Fenley

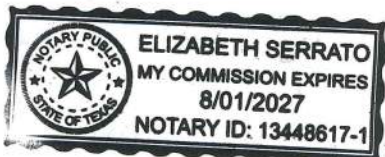
Title: Vice President, Sales

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

SUBSCRIBED AND SWORN TO BEFORE ME on this, the 30th day of September, 2024, by John C. Fenley, Vice President, Sales of Austin Engineering Co., Inc., to certify which witness my hand and seal of office.

(NOTARY SEAL)

[Signature]  
Notary Public, State of Texas  
My Commission Expires: August 1, 2027





FERGUSON WATERWORKS #1106  
 PO BOX 847411  
 DALLAS, TX 75284-7411

EMAIL DUPLICATE INVOICE

Deliver To: CRYSTAL  
 From: Brad Ellis  
 brad.ellis@ferguson.com  
 Comments:

Please Contact With Questions:  
 210-333-2410

Invoice Number	Customer	Page
1310154	57582	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 32800.00

FERGUSON WATERWORKS #1106  
 PO BOX 847411  
 DALLAS, TX 75284-7411

**Sold To:**

AUSTIN ENGINEERING CO INC  
 PO BOX 342349  
 WATERWORKS  
 24005-1080 24INCH TRANS SEG B

**Ship To:**

AUSTIN ENGINEERING CO INC  
 BEE CAVE PKWY HWY 71  
 24005-1080 24" TRANS SEG  
 BEE CAVE, TX 78738

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1108	1108	TXE	4) 16" MJ VLV	BDE	24005-1080 24" TRANS	09/25/2024	83117
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
4	4	MA236123900016OL	16 MJ RW OL EVERDUR GATE VLV L/A	8200.000	EA	32800.00	
<b>Invoice Sub-Total</b>						<b>32800.00</b>	
<b>Tax</b>						<b>0.00</b>	
<b>Total Amt</b>						<b>32800.00</b>	

TOTAL DUE ---> 32800.00

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale> GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.



FERGUSON WATERWORKS #1106  
 PO BOX 847411  
 DALLAS, TX 75284-7411

EMAIL DUPLICATE INVOICE

Deliver To: CRYSTAL  
 From: Brad Ellis  
 brad.ellis@ferguson.com  
 Comments:

Please Contact With Questions:  
 210-333-2410

Invoice Number	Customer	Page
1280987-1	57582	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 99903.14

FERGUSON WATERWORKS #1106  
 PO BOX 847411  
 DALLAS, TX 75284-7411

**Sold To:**

AUSTIN ENGINEERING CO INC  
 PO BOX 342349  
 WATERWORKS  
 24005-1080 24INCH TRANS SEG B

**Ship To:**

AUSTIN ENGINEERING CO INC  
 BEE CAVE PKWY HWY 71  
 24005-1080 24" QUOT; TRANS SEG  
 BEE CAVE, TX 78738

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1108	1108	TXE	24" DI DIRECT	BDE	24005-1080 24" QUOT; TRANS	09/27/2024	83139
Ordered	Shipped	Item Number	Description		Unit Price	UM	Amount
6598	0	AFT250P24	24 CL250 CL DI FASTITE PIPE		138.370	FT	0.00
920	722	SP-AFT25024FG	24 CL250 DI FASTITE PIPE FULL GAGED		138.370	FT	99903.14

*Handwritten:*  
 6598  
 403

Invoice Sub-Total 99903.14  
 Tax 0.00  
 Total Amt 99903.14

*Handwritten:*  
 66,932.14

TOTAL DUE ---> 99903.14

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale> GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.





FERGUSON WATERWORKS #1106  
 PO BOX 847411  
 DALLAS, TX 75284-7411

EMAIL DUPLICATE INVOICE

Deliver To: CRYSTAL  
 From: Brad Ellis  
 brad.ellis@ferguson.com  
 Comments:

Please Contact With Questions:  
 210-333-2410

Invoice Number	Customer	Page
1281021-1	57582	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 44851.05

FERGUSON WATERWORKS #1106  
 PO BOX 847411  
 DALLAS, TX 75284-7411

**Sold To:**

AUSTIN ENGINEERING CO INC  
 PO BOX 342349  
 WATERWORKS  
 24005-1080 24INCH TRANS SEG B

**Ship To:**

AUSTIN ENGINEERING CO INC  
 BEE CAVE PKWY HWY 71  
 24005-1080 24" TRANS SEG  
 BEE CAVE, TX 78738

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1108	1108	TXE	FAST GRIP GASKET	BDE	24005-1080 24" TRANS	09/27/2024	83149
Ordered	Shipped	Item Number	Description		Unit Price	UM	Amount
64	45	AAFGRGSKT24	24 SBR AMARILLO FAST GRIP GSKT		996.690	EA	44851.05

Invoice Sub-Total 44851.05  
 Tax 0.00  
 Total Amt 44851.05

TOTAL DUE ---> 44851.05

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>  
 GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

	Des	Ship Qty	BO Qty	Net Price	Total
<b>1295542-2</b> Alt 1					
283 AFR250P24	24 CL250 CL DI FLEX RNG PIPE	276	7	\$ 177.42	\$ 48,967.92
20 SP-AFR250PGL24	24 CL250 GL DI FLEX RNG PIPE	20	0	\$ 177.42	\$ 3,548.40
					<del>\$ 52,516.32</del>
					<del>7.993 96</del>
<b>1280987-2</b>					
6598 AFT250P24	24 CL250 CL DI FASTITE PIPE	2183	4415	\$ 138.37	\$ 302,061.71
198 SP-AFT25024FG	24 CL250 CL DI FASTITE PIPE GAU	321	0	\$ 138.37	\$ 44,416.77
					<b>\$ 346,478.48</b>

257  
 45 x 17742





Murfée Engineering Company

October 08, 2024

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 1240 Elevated Storage Tank Contractor’s Application for Payment No. 14**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 14 from Landmark Structures for the period ending September 30, 2024. We have reviewed this application for payment, concur with the items and quantities, and recommend approval and payment in the amount of fourteen thousand five hundred sixteen dollars and ninety-five cents (\$14,516.95). This application for payment is broken down as follows:

Original Contract Price:	\$3,980,000.00
Net change with Change Orders	\$51,787.00
Total Completed and stored to Date:	\$4,031,787.00
Retainage (5%):	\$198,799.17
<b>Amount Due this Application:</b>	<b>\$14,516.95</b>
Balance to Finish, Plus Retainage:	\$254,603.17

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

Sincerely,

Bryce Canady  
Project Manager - MEC

cc: Jennifer Reichers – WTCPUA  
MEC File No. 11051-169

**TO OWNER/CLIENT:**

West Travis County Public Utility Agency 13215 Bee Cave Pkwy Bldg B, Ste 110 Bee Cave, Texas 78738

**PROJECT:**

1781 - 1781 West Travis Co TX - 1.0MG CET  
304 Old Stone Rd  
Austin, Texas 78737

**FROM CONTRACTOR:**

Landmark Structures  
1665 Harmon Rd  
Fort Worth, Texas 76177

**VIA ARCHITECT/ENGINEER:**

Roberto Ferreira (Murfee Engineering Company)

**CONTRACT FOR:** 1240 Elevated Storage Tank

**APPLICATION NO:** 14

**INVOICE NO:** 14

**PERIOD:** 08/01/24 - 09/30/24

**OWNER'S CONTRACT NO:**

**CONTRACT DATE:**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. Original Contract Sum		\$3,980,000.00
2. Net change by change orders		\$51,787.00
3. Contract Sum to date (Line 1 ± 2)		\$4,031,787.00
4. Total completed and stored to date (Column G on detail sheet)		\$3,975,983.00
5. Retainage:		
a. 5.00% of completed work	\$198,799.17	
b. 0.00% of stored material	\$0.00	
Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$198,799.17
6. Total earned less retainage (Line 4 less Line 5 Total)		\$3,777,183.83
7. Less previous certificates for payment (Line 6 from prior certificate)		\$3,762,666.88
8. Current payment due:		\$14,516.95
9. Balance to finish, including retainage (Line 3 less Line 6)		\$254,603.17

CHANGE ORDER SUMMARY		
Total changes approved in previous months by Owner/Client:	ADDITIONS	DEDUCTIONS
Total approved this month:	\$5,781.00	\$0.00
Totals:	\$62,787.00	\$(11,000.00)
Net change by change orders:	\$51,787.00	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Landmark Structures

By:  Date: 10/4/2024

**ARCHITECTS/ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$14,516.95

*(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)*

ARCHITECT/ENGINEER:

By:  Date: 10/8/2024

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner: West Travis County Public Utility Agency

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 14

Contractor's signed Certification is attached.

APPLICATION DATE: 9/25/2024

Use Column I on Contracts where variable retainage for line items apply.

PERIOD: 08/01/24 - 09/30/24

Contract Lines

A	B	C				D		E		G		H	I
		ITEM NO.	DESCRIPTION OF WORK	UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD	TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE
1	1.01 Bonds	LS	1.0	\$19,700.00	\$19,700.00	\$19,700.00	\$0.00	\$19,700.00	100.00%	\$0.00	\$985.00		
2	1.02 Engineering - Elevated Tank - Design Basis / Foundation	LS	1.0	\$89,600.00	\$89,600.00	\$89,600.00	\$0.00	\$89,600.00	100.00%	\$0.00	\$4,480.00		
3	1.03 Engineering - Elevated Tank - Pedestal	LS	1.0	\$79,600.00	\$79,600.00	\$79,600.00	\$0.00	\$79,600.00	100.00%	\$0.00	\$3,980.00		
4	1.04 Engineering - Elevated Tank - Steel Tank	LS	1.0	\$69,700.00	\$69,700.00	\$69,700.00	\$0.00	\$69,700.00	100.00%	\$0.00	\$3,485.00		
5	1.05 Storm Water Pollution Plan	LS	1.0	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00		
6	2.01 Silt Fence	LF	1504.0	\$10.00	\$15,040.00	\$15,040.00	\$0.00	\$15,040.00	100.00%	\$0.00	\$752.00		
7	2.02 Stabilized Construction Entrance	EA	1.0	\$5,446.00	\$5,446.00	\$5,446.00	\$0.00	\$5,446.00	100.00%	\$0.00	\$272.30		
8	2.03 Concrete Washout Station	EA	1.0	\$4,400.00	\$4,400.00	\$4,400.00	\$0.00	\$4,400.00	100.00%	\$0.00	\$220.00		
9	2.04 Tree Removal / Clear & Grub	LS	1.0	\$24,800.00	\$24,800.00	\$24,800.00	\$0.00	\$24,800.00	100.00%	\$0.00	\$1,240.00		
10	2.05 Mass Grading to Balance Site for Tank	LS	1.0	\$49,800.00	\$49,800.00	\$49,800.00	\$0.00	\$49,800.00	100.00%	\$0.00	\$2,490.00		
11	2.06 Access Road	LS	1.0	\$74,900.00	\$74,900.00	\$74,900.00	\$0.00	\$74,900.00	100.00%	\$0.00	\$3,745.00		
12	3.01 Foundation - Excavation	LS	1.0	\$44,800.00	\$44,800.00	\$44,800.00	\$0.00	\$44,800.00	100.00%	\$0.00	\$2,240.00		
13	3.02 Foundation - Ring Foundation	LS	1.0	\$194,800.00	\$194,800.00	\$194,800.00	\$0.00	\$194,800.00	100.00%	\$0.00	\$9,740.00		
14	3.03 Foundation - Backfill Exterior	LS	1.0	\$34,900.00	\$34,900.00	\$34,900.00	\$0.00	\$34,900.00	100.00%	\$0.00	\$1,745.00		
15	4.01 Concrete Pedestal - Lifts 1 / Crane / Scaffold	LS	1.0	\$179,600.00	\$179,600.00	\$179,600.00	\$0.00	\$179,600.00	100.00%	\$0.00	\$8,980.00		
16	4.02 Concrete Pedestal - Lifts 2-3	PC	2.0	\$134,800.00	\$269,600.00	\$269,600.00	\$0.00	\$269,600.00	100.00%	\$0.00	\$13,480.00		
17	4.03 Concrete Pedestal - Lifts 3-11	PC	8.0	\$97,800.00	\$782,400.00	\$782,400.00	\$0.00	\$782,400.00	100.00%	\$0.00	\$39,120.00		
18	4.04 Concrete Pedestal - Tank Floor	LS	1.0	\$154,600.00	\$154,600.00	\$154,600.00	\$0.00	\$154,600.00	100.00%	\$0.00	\$7,730.00		
19	4.05 Backfill Interior	LS	1.0	\$17,500.00	\$17,500.00	\$17,500.00	\$0.00	\$17,500.00	100.00%	\$0.00	\$875.00		
20	5.01 Steel Tank - Materials / Fabrication	LS	1.0	\$449,500.00	\$449,500.00	\$449,500.00	\$0.00	\$449,500.00	100.00%	\$0.00	\$22,475.01		
21	5.02 Steel Tank - Erect - Ring Beam	LS	1.0	\$48,700.00	\$48,700.00	\$48,700.00	\$0.00	\$48,700.00	100.00%	\$0.00	\$2,435.00		
22	5.03 Steel Tank - Erect - Cone	LS	1.0	\$139,600.00	\$139,600.00	\$139,600.00	\$0.00	\$139,600.00	100.00%	\$0.00	\$6,980.00		
23	5.04 Steel Tank - Erect - Vertical Shell	LS	1.0	\$108,700.00	\$108,700.00	\$108,700.00	\$0.00	\$108,700.00	100.00%	\$0.00	\$5,435.00		
24	5.05 Steel Tank - Erect - Access Tube / Platform	LS	1.0	\$57,400.00	\$57,400.00	\$57,400.00	\$0.00	\$57,400.00	100.00%	\$0.00	\$2,870.00		
25	5.06 Steel Tank - Erect - Hoist	LS	1.0	\$34,300.00	\$34,300.00	\$34,300.00	\$0.00	\$34,300.00	100.00%	\$0.00	\$1,715.00		
26	5.07 Steel Tank - Erect - Floor	LS	1.0	\$15,400.00	\$15,400.00	\$15,400.00	\$0.00	\$15,400.00	100.00%	\$0.00	\$770.00		
27	5.08 Steel Tank - Erect - Roof	LS	1.0	\$19,700.00	\$19,700.00	\$19,700.00	\$0.00	\$19,700.00	100.00%	\$0.00	\$985.00		
28	6.01 Steel Tank - Field Coating - Ground Phase	LS	1.0	\$177,600.00	\$177,600.00	\$177,600.00	\$0.00	\$177,600.00	100.00%	\$0.00	\$8,880.00		
29	6.02 Steel Tank - Field Coating - Air Phase	LS	1.0	\$120,200.00	\$120,200.00	\$120,200.00	\$0.00	\$120,200.00	100.00%	\$0.00	\$6,010.00		
30	7.01 Mechanical - Base - Piping	LS	1.0	\$39,600.00	\$39,600.00	\$39,600.00	\$0.00	\$39,600.00	100.00%	\$0.00	\$1,980.00		
31	7.02 Mechanical - Pedestal - Riser Piping	LS	1.0	\$83,800.00	\$83,800.00	\$83,800.00	\$0.00	\$83,800.00	100.00%	\$0.00	\$4,190.00		
32	7.03 Mechanical - Chamber - Valves / Piping	LS	1.0	\$95,100.00	\$95,100.00	\$95,100.00	\$0.00	\$95,100.00	100.00%	\$0.00	\$4,755.00		
33	8.01 Concrete Pedestal - Ladders / Landings	LS	1.0	\$48,800.00	\$48,800.00	\$48,800.00	\$0.00	\$48,800.00	100.00%	\$0.00	\$2,440.00		
34	8.02 Steel Tank - Hatches / Vents	LS	1.0	\$5,100.00	\$5,100.00	\$5,100.00	\$0.00	\$5,100.00	100.00%	\$0.00	\$255.00		

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED PRIOR APPLICATION	E WORK COMPLETED THIS PERIOD	G		H BALANCE TO FINISH (C - G)	I RETAINAGE	
		UNIT	QTY	UNIT PRICE			VALUE	TOTAL COMPLETE			% COMPLETE
35	9.01 Slab on Grade	LS	1.0	\$7,300.00	\$7,300.00	\$0.00	\$7,300.00	100.00%	\$0.00	\$366.00	
36	9.02 Doors	LS	1.0	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	100.00%	\$0.00	\$520.00	
37	10.01 Underground Duct / Raceways	LS	1.0	\$30,100.00	\$30,100.00	\$0.00	\$30,100.00	100.00%	\$0.00	\$1,505.00	
38	10.02 Panels / Lighting / Raceways / Wiring	LS	1.0	\$35,300.00	\$35,300.00	\$0.00	\$35,300.00	100.00%	\$0.00	\$1,765.00	
39	10.03 Instrumentation / Controls / SCADA	LS	1.0	\$40,300.00	\$40,300.00	\$0.00	\$36,270.00	90.00%	\$4,030.00	\$1,813.50	
40	10.04 Cathodic Protection	LS	1.0	\$16,300.00	\$16,300.00	\$0.00	\$16,300.00	100.00%	\$0.00	\$815.00	
41	11.01 16in Waterline	LF	95.0	\$500.00	\$47,500.00	\$0.00	\$47,500.00	100.00%	\$0.00	\$2,375.00	
42	11.02 Fire Hydrant and Assembly	EA	1.0	\$11,000.00	\$11,000.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00	
43	11.03 16in Tie-In	LS	1.0	\$11,500.00	\$11,500.00	\$0.00	\$11,500.00	100.00%	\$0.00	\$575.00	
44	11.04 Trench Safety System	LF	79.0	\$10.00	\$790.00	\$0.00	\$790.00	100.00%	\$0.00	\$39.50	
45	11.05 Overflow Splash Pad	EA	1.0	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00	
46	11.06 12in Reinforced Concrete Pipe	LF	45.0	\$330.00	\$14,850.00	\$0.00	\$14,850.00	100.00%	\$0.00	\$742.50	
47	11.07 Concrete Trickle Channel	CY	59.0	\$300.00	\$17,700.00	\$7,500.00	\$7,500.00	42.37%	\$10,200.00	\$375.00	
48	11.08 V-5718 Grate	EA	1.0	\$2,000.00	\$2,000.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00	
49	12.01 Sidewalk	LS	1.0	\$5,700.00	\$5,700.00	\$0.00	\$5,700.00	100.00%	\$0.00	\$285.00	
50	12.02 Bollards	EA	2.0	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00	100.00%	\$0.00	\$100.00	
51	12.03 Site Security Fence & Gate	LF	360.0	\$50.00	\$18,000.00	\$0.00	\$18,000.00	100.00%	\$0.00	\$900.00	
52	12.04 Asphalt Access Drive	SY	714.0	\$40.00	\$28,560.00	\$0.00	\$0.00	0.00%	\$28,560.00	\$0.00	
53	12.05 Grading	CY	18.0	\$250.00	\$4,500.00	\$0.00	\$4,500.00	100.00%	\$0.00	\$225.00	
54	12.06 LOC Restoration	SY	11014.0	\$1.00	\$11,014.00	\$0.00	\$0.00	0.00%	\$11,014.00	\$0.00	
55	13.01 16in STATIC WESTFALL MIXER	LS	1.0	\$33,000.00	\$33,000.00	\$0.00	\$33,000.00	100.00%	\$0.00	\$1,650.00	
56	13.02 HYDRODYNAMIC MIXER - Piping Material	LS	1.0	\$55,000.00	\$55,000.00	\$0.00	\$55,000.00	100.00%	\$0.00	\$2,750.00	
57	13.03 HYDRODYNAMIC MIXER - Valves	LS	1.0	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00	
		<b>TOTALS:</b>			<b>\$3,980,000.00</b>	<b>\$3,914,696.00</b>	<b>\$9,500.00</b>	<b>\$3,924,196.00</b>	<b>98.60%</b>	<b>\$55,804.00</b>	<b>\$196,209.81</b>

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED PRIOR APPLICATION	E WORK COMPLETED THIS PERIOD	G		H BALANCE TO FINISH (C - G)	I RETAINAGE	
		UNIT	QTY	UNIT PRICE			VALUE	TOTAL COMPLETE			% COMPLETE
58	PCCO#001										
58.1	160-30-914 Fire Hydrant Deletion	LS	-1.0	\$11,000.00	\$(11,000.00)	\$0.00	\$(11,000.00)	100.00%	\$0.00	\$(650.00)	
58.2	Sensing Line at Grade	LS	1.0	\$29,929.00	\$29,929.00	\$0.00	\$29,929.00	100.00%	\$0.00	\$1,496.45	
58.3	PEC Service	LS	1.0	\$27,077.00	\$27,077.00	\$0.00	\$27,077.00	100.00%	\$0.00	\$1,353.86	
59	PCCO#002										
59.1	Re-mobilization Cost	LS	1.0	\$5,781.00	\$5,781.00	\$0.00	\$5,781.00	100.00%	\$0.00	\$289.05	
		<b>TOTALS:</b>			<b>\$51,787.00</b>	<b>\$46,006.00</b>	<b>\$5,781.00</b>	<b>\$51,787.00</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$2,589.36</b>

Grand Totals										
A	B	C	D		E	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (G - G)	RETAINAGE		
			PRIOR APPLICATION	THIS PERIOD						
	GRAND TOTALS:	\$4,031,787.00	\$3,960,702.00	\$15,281.00	\$3,975,983.00	98.62%	\$55,804.00	\$198,799.17		



**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**Supplemental General Conditions – Section 00 81 00**

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF ~~TRAVIS~~           §  
  TARRANT

BEFORE ME, the undersigned authority, on this day personally came and appeared Nick Carsten, known to me to be a credible person, and Project Manager of Landmark Structures I, L.P., a General Contractor (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 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 1240 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and Landmark Structures I, L.P. (the "Contractor") dated May 10, 2023.

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 \_\_\_\_\_, \_\_\_\_\_ (the "Release Date").

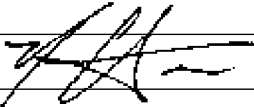
5. In consideration of the payment by Owner of all said sums and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Contractor has waived and released and, acting herein by and through me, does hereby waive and release, any and all liens, rights and interests (whether 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 in connection with any construction or work on the Land or the Facilities up to and including the Release

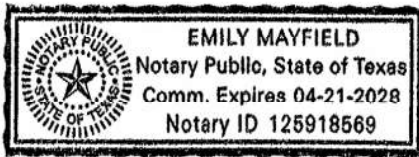
**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**Supplemental General Conditions – Section 00 81 00**

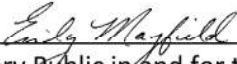
Date have been fully paid and satisfied and Contractor does further warrant, represent and guarantee that if for any reason a claim or claims of a lien or liens are filed for materials furnished or labor performed, or both, by virtue of Contractor's participation in the erection or construction of the 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 4th day of October, 2024.

CONTRACTOR Landmark Structures I, L.P.  
 \_\_\_\_\_  
 By:   
 \_\_\_\_\_  
 Print Name: Nick Carsten  
 \_\_\_\_\_  
 Title: Project Manager  
 \_\_\_\_\_

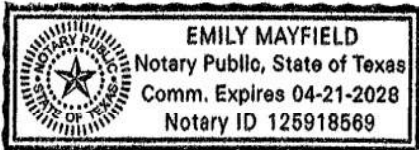
SWORN TO AND SUBSCRIBED BEFORE ME on this 4th day of October, 2024

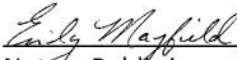


  
 \_\_\_\_\_  
 Notary Public in and for the State of Texas  
 Printed Name: Emily Mayfield  
 My Commission Expires: 4/21/2028

THE STATE OF TEXAS §  
 §  
 COUNTY OF TRAVIS- §  
 TARRANT

This instrument was acknowledged before me on the 4th day of October, 2024 by Nick Carsten, Project Manager of Landmark Structures I, L.P., a Limited Partnership, on behalf of said Landmark Structures I, L.P.

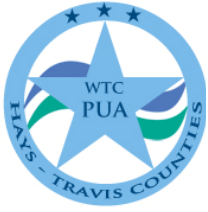


  
 \_\_\_\_\_  
 Notary Public in and for the State of Texas  
 Printed Name: Emily Mayfield  
 My Commission Expires: 4/21/2024

ATTACH:  
 Exhibit A - List of Subcontractors

## **VIII. NEW BUSINESS**

## **ITEM B**



## WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

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

October 17, 2024

Steve Winn  
Mirasol Capital  
4143 Maple Ave, Ste. 400  
Dallas, Tx 75219

Re: Service Availability PW-2024-51-SER  
Mirasol Springs  
24601 Hamilton Pool Rd  
Austin TX, 78620  
WTCPUA Project # 71-24-011

Dear Mr. Winn,

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed mixed-use development. Service Availability for three hundred forty-seven (347) LUEs of domestic water allocation is approved subject to the Developer complying with the Service Extension Request (SER) Conditions below:

### SER CONDITIONS

1. The Developer enters into a Non-Standard Water Service Agreement with the WTCPUA for three hundred forty-seven (347) LUEs of domestic water service within three (3) months of the date of the letter.
2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. **Water service is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed.** Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under 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.

Water provided by the WTCPUA for potable water will be the exclusive water used. Developer agrees to not use groundwater or surface water from the Pedernales River. Delivery of water will be metered and

restricted to 108 gpm which represent average day usage. Developer will provide onsite storage to meet peak flow and fire flow.

3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, outside engineering & legal fees, inspection fees, reservation fees, and impact fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
4. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Developer, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.
6. Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including but not limited to, any outstanding engineering review fees, outside engineering and legal fees and deposit replenishment billings, tap fees, meter-drop in fees and all other associated meter fees. All closeout documents shall be submitted and approved by the PUA within 45 calendar days of substantial completion of the PUA approved project; otherwise, the project shall be considered expired and shall be subject to a new SER application and review process.
7. The Developer may be required to pay the WTCPUA annual Water Reservation Fees as applicable per WTCPUA Tariff and policies.
8. The Developer shall follow and comply with all applicable WTCPUA Tariff, policies, rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.
9. The Developer will be required to secure a Legal Lot Determinations from Travis County and Hays County, or secure an approved subdivision plats in Travis County and Hays County, Texas for the Property within four (4) years from the date of this letter.
10. Provisions of water service to the Property by the WTCPUA shall become null and void if final construction plans have not been approved by the WTCPUA for the Project and project constructed and close out completed within four (4) years from the date of this letter.
11. 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;
12. The proposed project is within Travis County and Hays County and the Edwards Aquifer Contributing Zone.

- 13. The proposed project is subject to the West Travis County Public Utility Agency plat requirements.
- 14. Developer, at its sole cost and expense, shall be responsible for constructing a water line extending from a mutually agreed upon location along the WTCPUA water system to the Proposed Development and providing a 15' wide permanent exclusive water line easement and 20' wide temporary construction easement for the length of the water line or provide site plan approval from Travis County for any waterline that is located in County right of way.

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 Tricia Altamirano at 512-263-0100.

Sincerely,


Jennifer Riechers  
General Manager

Accepted by:

MIRASOL CAPITAL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**Murfee Engineering Company** Texas Registered Engineering Firm F-353  
 1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746, (512) 327-8204

**MIRASOL**  
 VICINITY MAP

JOB NO. 19-001-110	SCALE: AS NOTED	SHEET: 1 OF 1
DESIGNED BY: GWM		
DRAWN BY: RLW	DATE: 7/30/2024	
FILE(LAYOUT): W:\Mirasol\Conceptual\MIRASOL-E-VICINITY-MAP-210219.dwg(A3000)		



# ITEM C

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

June 19, 2014

Amended January 21, 2021

Amended April 18, 2024

Amended October 17, 2024

A. Water Service and Development Policies

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

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

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

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

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

- j. Impact fees shall be assessed at the current adopted rate of the PUA as may be amended from time to time.

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

- a. Applicants for Non-Standard Water Service who (i) are located outside of the corporate limits and extra-territorial jurisdiction (“ETJ”) of the City of Bee Cave (as such ETJ boundaries exist on January 9, 2014); (ii) who are located outside of the City of Dripping Springs corporate limits; and (iii) who do not have an existing service agreement with the WTCPUA will be required, as a matter of policy, to adopt one of the alternative water quality measures required of new development as specified in that certain “Memorandum of Understanding” between LCRA and the United States Fish and Wildlife Service (the “USFWS”), dated May 24, 2000 (the “MOU”) and the “Settlement Agreement and Stipulation of Dismissal” from the lawsuit, Hays County Water Planning Partnership, et al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Cale Norton, Secretary of the Department of the Interior, and Lower Colorado River Authority, W.D. Tex. 2002 (No. AOOCA 826SS) (the “Settlement Agreement”) to establish the service capacity level including:

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

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

- b. The Board may consider a commitment to Service Level B for projects greater than five acres Gross Site Area if the following additional conditions are met (in addition to the General Requirements of Paragraph 6 above):
  - i. Applicant submits a conceptual site plan or preliminary plat or final plat/legal lot determination and construction plans for PUA review and approval demonstrating compliance with one of the three alternative measures outlined above.
  - ii. Applicant provides the WTCPUA with written confirmation of TCEQ OEM compliance (Engineer’s Design Certification) for the project and obtain

approval by an independent third-party engineer (retained by the WTCPUA and to be paid for by the Applicant for each development phase prior to construction of each respective project phase and Non-Standard Service Agreement may be terminated if approval not obtained within a reasonable time.

- iii. Applicant provides the WTCPUA with written certification of OEM compliance (Engineer's Certification of Acceptance and Completion) after obtaining approval by an independent third party engineer (retained by the WTCPUA and to be paid for by the Applicant) for post construction.
  - iv. The Board may consider a commitment to Service Level B for projects equal to or less than five acres Gross Site Area if Applicant submits a conceptual site plan, preliminary plat or final plat/legal lot determination and construction plans demonstrating compliance of the project with the OEM. The WTCPUA Engineer shall review the plat or construction plans for OEM compliance.
- c. Applicants for Non-Standard water service who (i) are located inside the corporate limits or ETJ City of Bee Cave (as such ETJ boundaries exist on January 9, 2014) and (ii) who do not have an existing service agreement with the WTCPUA will be required, as a matter of policy, to follow water quality protection measures in compliance with City of Bee Cave water quality requirements. Any applicant requesting non-standard water service for a project in the City of Bee Cave corporate limits or ETJ shall have service levels approved by the WTCPUA and determined in consideration of City of Bee Cave water quality, zoning, platting and site plan requirements.
  - d. Applicants for Non-Standard water service who (i) are located inside the corporate limits of the City of Dripping Springs and (ii) who do not have an existing service agreement with the WTCPUA will be required, as a matter of policy, to follow water quality protection measures in compliance with City of Dripping Springs water quality requirements. Any applicant requesting non-standard water service for a project in the City of Dripping Springs corporate limits shall have service levels approved by the WTCPUA and determined in consideration of City of Dripping Springs water quality, zoning, platting and site plan requirements.
- 8.** Expand Uplands Regional Water Treatment Plant (within its current footprint) and Lake Austin Raw Water Intake and Raw Water Transmission System to the maximum day capacity of 33 mgd.
  - 9.** Obtain additional LCRA Contract Raw Water, as necessary, to match maximum Uplands Regional Water Treatment Plant capacity.
  - 10.** Commence investigating supplemental alternative water supplies of no more than 7.5 mgd maximum capacity, including but not limited to:

- a. In cooperation with Hays County entities, investigate groundwater importation alternatives.
  - b. Purchase wholesale water from the City of Austin and/or other entities.
11. Plan and estimate capital improvements necessary to provide water service at “build-out” level within the Water Service Area.
12. Negotiate memorandums of understanding/interlocal agreements with the cities of Austin, Bee Cave, and Dripping Springs, and Travis and Hays Counties, for coordinating the site review and approval processes, and for conducting plumbing inspections.
13. As of October 17, 2024 limit new Non-Standard Water Service from the Hamilton Pool Road Transmission Mains (Nos. 1 and 2) to:
  - a. developments with 1 service unit (LUE) per 10 acres average and that enter into Non-Standard Service Agreements that prohibit use of groundwater or surface water for irrigation or potable uses from sources other than WTCPUA.
  - b. supporting capacity for existing development; or
  - c. local government or public uses such as county or school district projects.
- 12.14. Wholesale water customers requesting to increase their maximum annual quantity, maximum peak day use, and/or max day reservation (as such terms are defined in the relevant wholesale agreement) shall be required to demonstrate that their current retail distribution systems are adequately sized or will be expanded (with sufficient engineering design and financing plans) to accommodate the additional flow. WTCPUA will meet TCEQ minimum requirements for delivery of water at the master meter, and wholesale customers shall be responsible for providing adequate storage within its retail system to meet the service needs of its individual retail customers.
- 13.15. Wholesale water customers requesting to amend their existing contract must agree to:
  - a. Allow the WTCPUA to set meters and collect impact fees;
  - b. Remit impact fees before additional water is supplied;
  - c. Penalties for missed or late payments as allowed under applicable law;
  - d. Sole source provisions; and
  - e. Recognition that retail customers will not subsidize wholesale customers

**B. Sewer Service and Development Policies**

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

<sup>4</sup> Sewer Service Area” shall mean and include the area that can be served by the WTCPUA’s wastewater system, as constructed on September 26, 2013 without the need to construct additional central facilities except those included in the WTCPUA’s Wastewater Capital Improvements Plan; and such area is more particularly depicted in Attachment 3, attached hereto and incorporated herein for all purposes

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

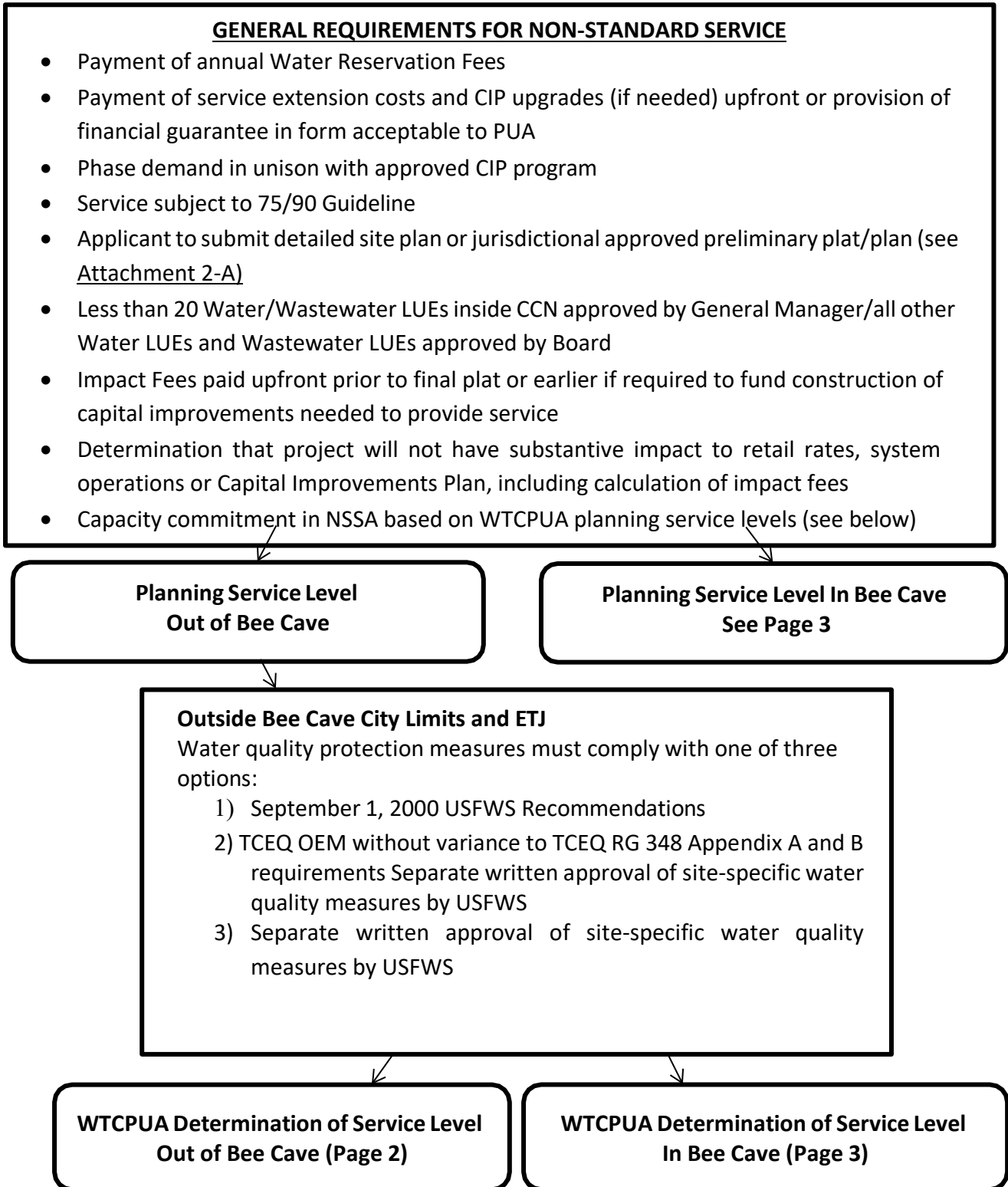
**6.** Negotiate memorandums of understanding/interlocal agreements with the cities of Austin and Bee Cave, and Travis County, for coordinating the site review and approval processes, and for conducting plumbing inspections.





**ATTACHMENT 2**

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



**WTCPUA Determination of Service Level Out of Bee Cave**  
(Choose EITHER Service Level A OR Service Level B)

**WTCPUA to conduct Feasibility Review of Service Level Request**

- WTCPUA Engineer to review Site Plan/Preliminary Plat for compliance with applicable water quality, zoning and platting requirements

**Service Level A (NSSA):**

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

**Service Level B (NSSA) -**

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

**WATER AND SEWER DEVELOPMENT POLICY  
FLOWCHART NON-STANDARD SERVICE/NO  
EXISTING AGREEMENT  
(IN BEE CAVE)**

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

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

**ATTACHMENT 2-A**  
**(Site Plan/Preliminary Plat Requirements)**  
**Final Plat / Site Plan Requirements**

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

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

**ATTACHMENT 2-B**  
**ENGINEER'S DESIGN CERTIFICATION**

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

1. I am generally familiar with the \_\_\_\_\_ Phase \_\_\_\_\_ subdivision (the "Subdivision"), commonly known as " \_\_\_\_\_ " which is part of a master planned development in Travis/Hays County, Texas (the "Master Development").
2. I am familiar with the Texas Commission on Environmental Quality's Edwards Aquifer Protection Program and, specifically, "Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer" published as an Appendix to the TCEQ's Regulatory Guidance Document RG-348 (February 14, 2005) approved by the United States Fish & Wildlife Service as an alternative to a no "take" determination under the Endangered Species Act ("OEM"). The OEM is incorporated herein by reference for all purposes.
3. In addition to conducting site visits of the Subdivision, I have reviewed the following plans and plats for the subdivision:
  - a. Subdivision plat of \_\_\_\_\_, Phase \_\_\_\_\_
  - b. Construction plans for \_\_\_\_\_, Phase \_\_\_\_\_
4. It is my opinion, as a professional engineer, that if the facilities contemplated by the above-referenced subdivision plans and plats are constructed and/or installed as contemplated, the Subdivision will be in substantial compliance with the OEM described in Paragraph 2 above, that pertain to stream buffers, permanent BMP implementation, TSS removal requirements, and measures to protect stream morphology. Furthermore, the plans, plats, deed restrictions and/or restrictive covenants for the Subdivision incorporate physical elements, such as stream buffers and permanent best management practices for the Subdivision, that are reasonably consistent with the OEM.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Texas Registration Number

(seal)

**ENGINEER'S CERTIFICATION OF ACCEPTANCE & COMPLETION**

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

1. I am generally familiar with the \_\_\_\_\_ Phase \_\_\_\_ subdivision (the "Subdivision"), commonly known as " \_\_\_\_\_ " which is part of a master planned development in Travis/Hays County, Texas (the "Master Development").
  
2. I am familiar with the Texas Commission on Environmental Quality's Edwards Aquifer Protection Program and, specifically, "Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer" published as an Appendix to the TCEQ's Regulatory Guidance Document RG-348 (February 14, 2005) approved by the United States Fish & Wildlife Service as an alternative to a no "take" determination under the Endangered Species Act ("OEM"). The OEM is incorporated herein by reference for all purposes.
  
3. In addition to conducting site visits of the Subdivision and having reviewed the plans and plats for the Subdivision, I have inspected the completed facilities:  
  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Construction plans and plats for the Subdivision are filed as public records as follows:  
  
\_\_\_\_\_  
\_\_\_\_\_
  
5. It is my opinion, as a professional engineer, that the facilities were constructed as contemplated by the above-referenced Subdivision plans and plats and, accordingly, the Subdivision is in substantial compliance with the OEM described in Paragraph 2 above, that pertain to stream buffers, permanent BMP implementation, TSS removal requirements, and measures to protect stream morphology. Furthermore, the plans, plats, deed restrictions and/or restrictive covenants for the Subdivision incorporate physical elements, such as stream buffers and permanent best management practices for the Subdivision, that are reasonably consistent with the OEM.

(seal)

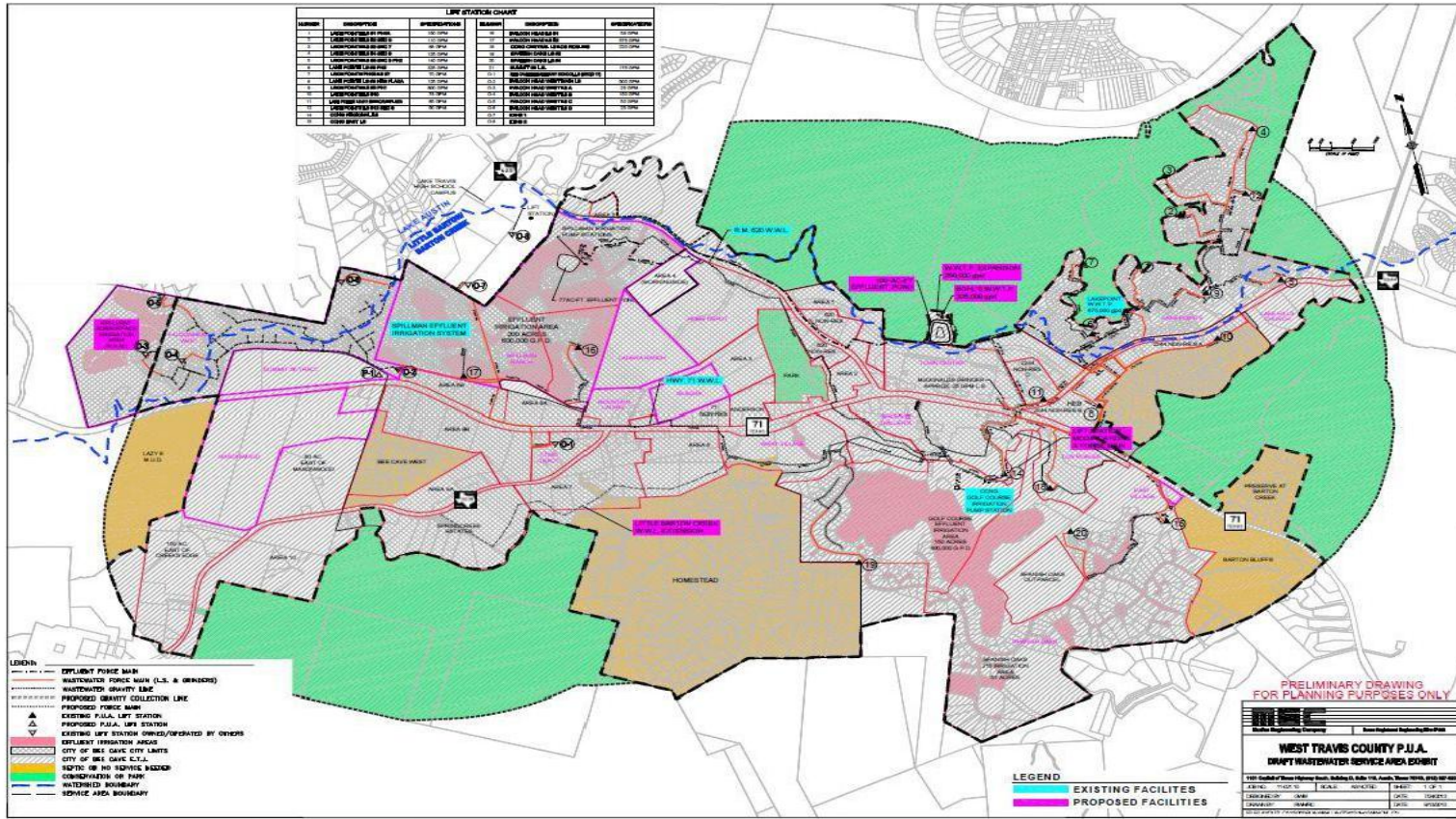
Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Texas Registration Number \_\_\_\_\_

# ATTACHMENT 3 SEWER SERVICE AREA





# ITEM D

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY DETERMINING AND MAKING CERTAIN FINDINGS WITH RESPECT TO THE USE OR TAKING OF A PORTION OF PUBLIC LAND FOR 290W 30” WATERLINE TRANSMISSION MAIN IMPROVEMENTS (THE “PROJECT”); CONSIDERING APPROVAL OF THE PROJECT; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING RESOLUTIONS OR ACTIONS.**

**WHEREAS**, the West Travis County Public Utility Agency (“Agency”) is proposing to undertake construction, reconstruction, operation, maintaining, inspecting, repairing, replacing, modifying, upgrading, relocating, adding, abandoning or removing water transmission line and water delivery improvements, all necessary related appurtenances and facilities and uses incidental thereto or in connection therewith for the proposed 290W 30” Transmission Main from State Highway 71 near Southwest Parkway and the Agency’s County Line Pump Station, pursuant to the Agency’s Capital Improvements Plan (“Project”); and

**WHEREAS**, the purpose of the Project is to increase water treatment, supply, delivery, and service capacity for the public at large in and around the service area boundaries of the Agency and quadrant of Travis County by completing the proposed water treatment, supply and delivery improvements pursuant to the Agency’s Capital Improvements Plan; and

**WHEREAS**, the Project will involve the use or acquisition of permanent waterline easement and/or temporary construction and workspace easement rights in and across portions of property potentially used for wildlife refuge, park and/or compatible Chapter 26 public use purposes owned by and/or subject to conservation easement use in favor of The Nature Conservancy, A District of Columbia Non-Profit Corporation f/k/a The Nature Conservancy of Texas, Inc. and the City of Austin (collectively “Owner”) out of or

adjacent to larger property located at 10115 W State Highway 71, Travis County, Texas, portions of which may be otherwise identified as Barton Creek Habitat Preserve, and the limited portions of the larger property proposed to be used for water transmission, delivery and service facility purposes are depicted in **Exhibit A**, attached hereto and incorporated herein (the “Sites”); and

**WHEREAS**, the Tex. Parks and Wildlife Code, Chapter 26 (“Chapter 26”) provides that a political subdivision of the state may not approve a project that requires the use of certain public land unless the subdivision, acting through its duly acting governing body determines that (1) there is no feasible and prudent alternative to the use of such land, and (2) the project includes all reasonable planning to minimize harm to the land for compatible Chapter 26 identified uses resulting from the Agency’s proposed use of the land; and

**WHEREAS**, the Project will benefit the Agency, the surrounding communities and the public at large by increasing the health, welfare and availability of public water utility service for the public and the citizens and residents of the Agency’s service area by providing additional potable water delivery facilities and service capacity; and

**WHEREAS**, the selected conceptual design of the proposed waterline facility alignment requires only the use of preserve land which is immediately adjacent to the existing State Highway 71 roadway facilities being used by the travelling public for transportation purposes and/or existing waterline and/or telecommunication lines easements being currently used for similar water transmission and delivery purposes to what is proposed with the current Project; and

**WHEREAS**, the proposed Project considered and evaluated all reasonable environmental and landowner impacts and alternatives prior to final determination of

proposed Project scope, new easement use rights impact and acquisition, and final design component criteria in order to minimize any such impacts while still meeting the objectives of the Project purpose, and

**WHEREAS**, the Project must incorporate all reasonable planning to avoid harm to the use of the areas surrounding the Sites as a park, wildlife refuge, preserve or other Chapter 26 protected use area; and

**WHEREAS**, Chapter 26 also requires that the foregoing findings may be made only after notice and a hearing as required by said Chapter 26; and

**WHEREAS**, written notice of the public hearing was delivered to the Owner at least thirty days before the public hearing, and notice of the public hearing was published once a week for three consecutive weeks, the last publication being no less than one week and no more than two weeks before the public hearing, in a newspaper of general circulation that is published at least six days a week in the county where the Sites are situated; and

**WHEREAS**, the Agency duly posted notice of the public hearing in compliance with the terms of §26.002 of the Tex. Parks and Wildlife Code to be held AT 1:00 pm on the 17<sup>th</sup> day of October, 2024, in the Bee Cave City Hall, located at 4000 Galleria Parkway, Bee Cave, Texas 78738; and

**WHEREAS**, said public hearing was in fact held at such time and place and allowed any desired comment, testimony, or clearly enunciated local preferences to be received or presented by a quorum of the Agency's Board of Directors; Now, Therefore:

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, THAT:**

**I.**

The Board of Directors of the Agency hereby finds and determines that all of the recitals set forth above are true and correct and are incorporated herein as findings of fact.

**II.**

The board of Directors of the Agency hereby finds and determines that each and every requirement set forth in Chapter 26, Tex. Parks and Wildlife Code concerning public notices, agendas, public hearings, consideration, findings, and other procedural matters have been fully complied with.

**III.**

The board of directors of the Agency, after considering the public testimony, if any, and other information presented at the aforesaid public hearing, any local preferences presented to the Agency, its General Manager and/or Project consultants, and information presented at any other duly called meeting of the Board of Directors, hereby finds and determines that given the consideration of all factors and alternatives affecting the Project and the Sites that:

- 1) there is no feasible and prudent alternative to the use or taking of the Sites for the Project in the locations and for the purposes as shown in Exhibit "A"; and
- 2) the proposed Project and selected alternative includes all reasonable planning to minimize harm to the land as a park resulting from the use or taking.

#### **IV.**

The Board of Directors of the Agency hereby finds and resolves that the Project is approved as currently planned. The Agency, its General Manager and their consultants or agents are authorized and directed to complete or cause to be completed the design, engineering, acquisition and construction of the Project utilizing the Sites for a portion of the improvements to the proposed 290W 30" Transmission Main and related facilities. All actions heretofore taken by the Board, the General Manager, Agency staff, Agency General Counsel and/or contract attorneys, and Agency consultants with respect to the Site and the Project are hereby confirmed, ratified, approved and adopted by the Board.

The Board further finds and determines that the Project is essential to the public health, safety, and utility service requirements of the citizens of the Agency boundary and users and customers of Agency services.

#### **V.**

- A.** All resolutions or Board action in conflict herewith are expressly repealed.
- B.** The invalidity of any section or provision of this resolution shall not invalidate other sections or provisions thereof.
- C.** The Board hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, chapter 551, Texas Government Code as amended.

**READ** and **APPROVED** on first reading this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**READ, APPROVED,** and **ADOPTED** on second reading this the \_\_\_\_ day of \_\_\_\_\_, 2024.

ADOPTED:

---

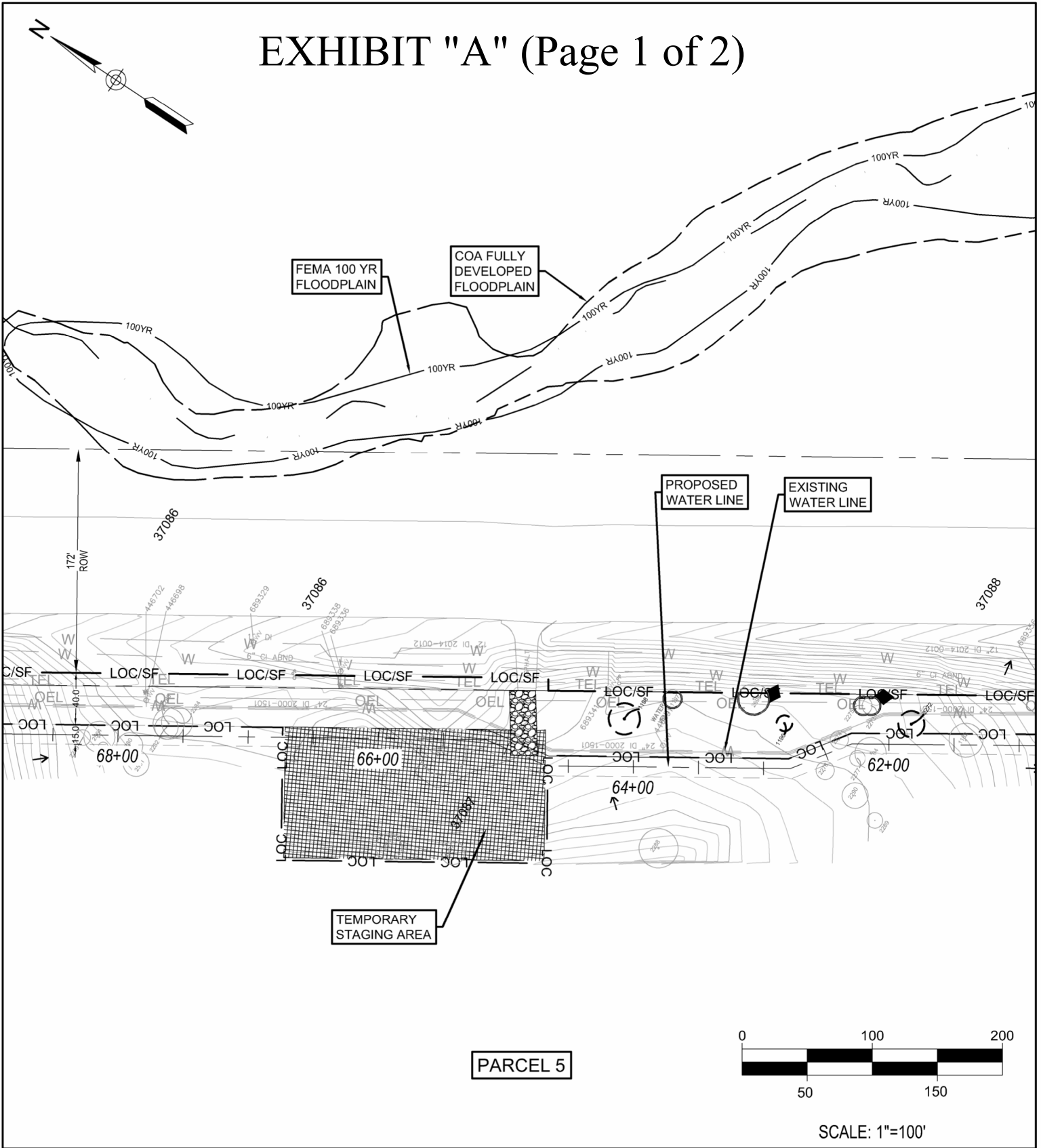
Scott Roberts  
President, Board of Directors

ATTEST:

---

Walt Smith, Secretary  
Board of Directors

# EXHIBIT "A" (Page 1 of 2)



WTCPUA TRANSMISSION MAIN  
 PARCEL 5  
 NATURE CONSERVANCY CONDEMNATION

DESIGNED BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

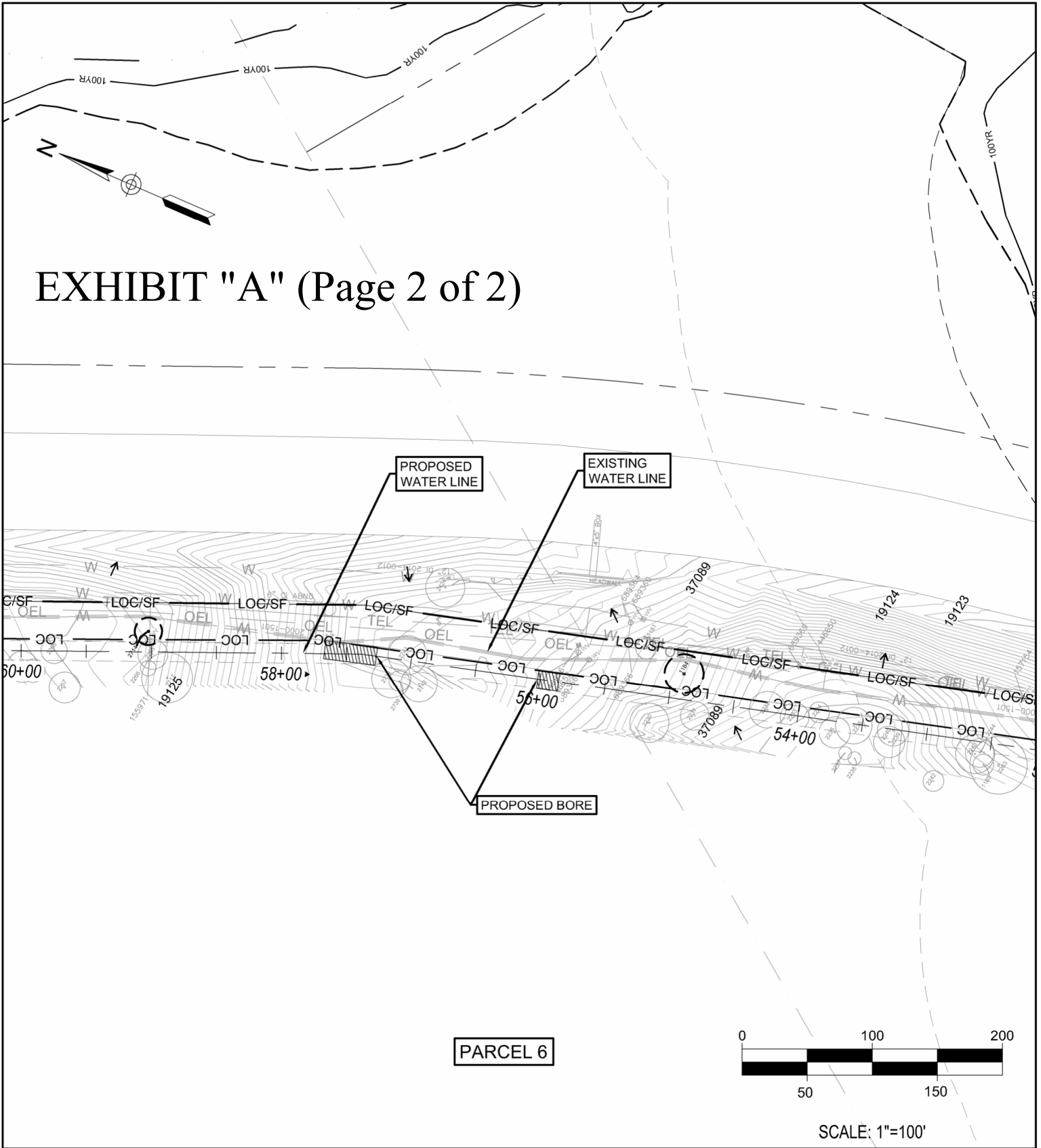


MURFEE ENGINEERING COMPANY

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



# EXHIBIT "A" (Page 2 of 2)



WTCPUA TRANSMISSION MAIN  
 PARCEL 6  
 NATURE CONSERVANCY CONDEMNATION

DESIGNED BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_



MURFEE ENGINEERING COMPANY

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

# ITEM E



# Murfee Engineering Company

October 9, 2024

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 Uplands WTP Expansion  
Request for Adjustment to Project Budget  
MEC File: 11051.164**

Dear President Roberts and Board:

The WTCPUA Uplands WTP Expansion SDP task has been overrun by approximately \$31,302 to date. The following contributing factors to this additional scope have been identified:

- 1) CZP Process
  - a. The previous owners did not submit requests to the TCEQ to modify their CZP for developments made after 2004. This resulted in a significant amount of design work and coordination with the TCEQ to bring the entire site up to current standards.
- 2) Preparation of Plat
  - a. The City of Bee Cave required the WTCPUA to prepare and submit a plat for approval and recording as part of the SDP approval proces. This effort included survey coordination, easement creation, and application preparation.
- 3) City Coordination Efforts
  - a. There was a certain degree of unexpected jurisdictional resistance from the City of Bee Cave. That fact, in combination with City turnover, resulted in additional time spent meeting with new staff, understanding their code requirements, and multiple rounds of resubmission for plans/supporting documents.

The following is a breakdown of the total cost each of these contributing factors incurred:

Preparation of Plat	\$18,400
City Coordination Efforts	\$11,600
CZP Process	\$27,800
<b>Total:</b>	<b>\$57,800</b>

We are requesting a total contract amendment of \$90,000 to obtain the final permit approvals. The SDP has been submitted to the City of Bee Cave and is awaiting technical review. Remaining

tasks will include responding to the City of Bee Cave technical comments, coordinating with City engineers, and resubmitting the SDP for final approval.

Current budget status:

Original Contract Amount	\$210,000
<u>Billed Amount (Including WIP)</u>	<u>\$241,302</u>
Total:	-\$31,302

With the WTCPUA's approval the revised budgets will be as follows:

Original Contract Amount	\$210,000
<u>Contract Amendment</u>	<u>\$90,000</u>
Total:	\$300,000

Pending that no significant changes result from the City of Bee Cave technical review, a revised budget of \$300,000 will be sufficient in finalizing the SDP task. Should you have any questions or need any additional information, please do not hesitate to contact me at your convenience.

Sincerely,



Bryce Canady P.E.

CC: Jennifer Riechers, General Manager – WTCPUA  
George Murfee, District Engineer – MEC  
Jason Baze, District Engineer – MEC

# **ITEM F**

# An Agreement for the Provision of Limited Professional Services

Murfee Engineering Co., Inc.  
1101 Capital of Texas Hwy. South, Building D  
Austin, Texas, 78746  
(512) 327-9204  
Federal Tax ID #74-2742570  
Date: October 7, 2024

Client: West Travis County PUA  
13215 Bee Cave Parkway  
Building B, Suite 110  
Bee Cave, Texas 78738  
jriechers@wtcpua.org  
Project No.: 11051.\_\_\_\_

**Project Name/Location:** 1340 Elevated Storage Tank, Dripping Springs

**Scope/Intent and Extent of Services:** Engineering services provided shall be inclusive as necessary to prepare Project Plans and Specifications, assist the Client in securing the required approvals for construction, and to administrate the construction contract for the City of Dripping Springs Elevated Storage Tank Project through final completion and acceptance.

Task Detail: Task 1 – Prepare site plan in accordance with City of Dripping Springs ordinances, submit to CoDS and Hays County, secure approvals of TCEQ.

Task 2 – Prepare design plans, which task shall include surveying, geotechnical investigation, electrical engineering, *etc.*, as necessary to provide a complete set of plans and specifications and secure approval of TCEQ for construction.

Task 3 – Administrate the construction contract, which task shall include administration of the bidding phase, review of submittals, construction observation (including structural & electrical), geotech, review and recommendation of pay applications, attendance of on-site and office coordination meetings, and all services necessary, including engineer's certifications upon completion.

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

Preparation & Approval of Site Plan	\$ 109,840
Preparation of Design Plans & Specifications	\$ 256,580
Construction Administration	\$ 260,040
Estimated Subcontractors	\$ 140,000

The estimated fees do not include design surveying, geotechnical testing prior to and during construction, and electrical and structural design and inspection services. The estimated fees do not include review fees or direct reimbursable expenses. Additional Services fees must have WTCPUA approval prior to expenditure.

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

Offered by:  
**MURFEE ENGINEERING CO., INC.**

Accepted by:  
**West Travis County Public Utility Agency**



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

Scott Roberts, Pres. WTCPUA (Date)

**MANPOWER & BUDGET ESTIMATE**

**Client:** WTRPWA  
**Project:** 1240 EST Design, Permitting & Construction Administration

Task	Employee Classification		Managing Engineer		Senior Project Manager		Project Manager		Project Engineer		Project Administration Manager		Project Administration Associate		Engineering Technician II		Engineering Technician I		Senior CAD Design Technician		CAD Design Technician		Draftsperson		Technical Administrative Assistant		Total Hours	Labor Cost
	Hours	Labor Cost	Hours	Labor Cost	Hours	Labor Cost	Hours	Labor Cost	Hours	Labor Cost	Hours	Labor Cost	Hours	Labor Cost	Hours	Labor Cost	Hours	Labor Cost	Hours	Labor Cost	Hours	Labor Cost	Hours	Labor Cost				
1. Preparation and Approval of Site Plan	24	\$350	24	\$300	24	\$250	40	\$225	60	\$190	60	\$200	20	\$120	80	\$150	80	\$130	120	\$180	20	\$145	40	\$125	14	\$110	606	\$ 109,840.00
2. Preparation of Design Plans & Specifications	24	\$350	80	\$300	80	\$250	140	\$225	200	\$190	40	\$200	40	\$120	200	\$150	200	\$130	160	\$180	120	\$145	80	\$125	88	\$110	1452	\$ 256,580.00
3. Construction Administration	32	\$350	24	\$300	24	\$250	80	\$225	100	\$190	36	\$200	1152	\$120	120	\$150	440	\$130	40	\$180	140	\$145	40	\$125	20	\$110	1828	\$ 260,040.00
	110	\$38,500	158	\$47,400	128	\$32,000	260	\$58,500	360	\$68,400	136	\$27,200	1212	\$145,440	400	\$60,000	440	\$57,200	320	\$57,600	140	\$20,200	160	\$20,000	122	\$13,420	<b>TOTAL</b>	<b>\$ 626,460.00</b>

Notes:  
 Subcontractor's Estimated Fees:  
 Surveying, trees, and topo \$50,000  
 Geotechnical \$25,000  
 Electrical \$15,000  
 Print Weld Inspections \$50,000  
 Total: \$140,000

# **ITEM G**



# An Agreement for the Provision of Limited Professional Services

Murfee Engineering Co., Inc.  
1101 Capital of Texas Hwy. South, Building D  
Austin, Texas, 78746  
(512) 327-9204  
Federal Tax ID #74-2742570  
Date: October 7, 2024

Client: West Travis County PUA  
13215 Bee Cave Parkway  
Building B, Suite 110  
Bee Cave, Texas 78738  
jriechers@wtcpua.org  
Project No.: 11051.\_\_\_\_

**Project Name/Location:** 1420 Elevated Storage Tank #2 Hamilton Pool Road

**Scope/Intent and Extent of Services:** Engineering services provided shall be inclusive as necessary to prepare Project Plans and Specifications, assist the Client in securing the required approvals for construction, and to administrate the construction contract for the 1420HGL Elevated Storage Tank Project through final completion and acceptance.

Task Detail: Task 1 – Prepare site plan in accordance with Travis County ordinances and TCEQ rules, submit to Travis County and TCEQ, respond to staff comments, and secure approvals.  
Task 2 – Prepare design plans, which task shall include surveying, geotechnical investigation, electrical engineering, *etc.*, as necessary to provide a complete set of plans and specifications and secure approval of TCEQ for construction.  
Task 3 – Administrate the construction contract, which task shall include administration of the bidding phase, review of submittals, construction observation (including structural & electrical), geotech, review and recommendation of pay applications, attendance of on-site and office coordination meetings, and all services necessary, including engineer’s certifications upon completion.

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

Preparation & Approval of Site Plan	\$109,840
Preparation of Design Plans & Specifications	\$256,580
Construction Administration	\$260,040
Estimated Subcontractors	\$140,000

The estimated subcontractors fees include design surveying, geotechnical testing prior to and during construction, and electrical and structural design and inspection services. The estimated fees do not include review fees or direct reimbursable expenses. Additional Services fees must have WTCPUA approval prior to expenditure.

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

Offered by:  
**MURFEE ENGINEERING CO., INC.**

Accepted by:  
**West Travis County Public Utility Agency**



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

Scott Roberts, Pres. WTCPUA (Date)

**MANPOWER & BUDGET ESTIMATE**

**Client:** WTRPWA  
**Project:** 1240 EST Design, Permitting & Construction Administration

Task	Employee Classification		Hourly Rate		Hours		Labor Cost								
	Principal	Managing Engineer	Senior Project Manager	Project Manager	Project Engineer	Project Administration Manager	Project Administration Associate	Engineering Technician II	Engineering Technician I	Senior CAD Design Technician	CAD Design Technician	Draftsperson	Technical Administrative Assistant	Total Hours	Labor Cost
1. Preparation and Approval of Site Plan	24	24	24	40	60	60	20	80	80	120	20	40	14	606	\$ 109,840.00
2. Preparation of Design Plans & Specifications	24	80	80	140	200	40	40	200	200	160	120	80	88	1452	\$ 256,580.00
3. Construction Administration	32	24	24	80	100	36	1152	120	160	40	40	40	20	1828	\$ 260,040.00
	110	128	128	260	360	136	1212	400	440	320	140	160	122	<b>TOTAL</b>	<b>\$ 626,460.00</b>
	\$38,500	\$38,400	\$32,000	\$58,500	\$68,400	\$27,200	\$145,440	\$60,000	\$77,200	\$77,600	\$20,200	\$20,000	\$13,420		

Notes:  
 Subcontractor's Estimated Fees:  
 Surveying, trees, and topo \$50,000  
 Geotechnical \$25,000  
 Electrical \$15,000  
 Print Weld Inspections \$50,000  
 Total: \$140,000

# **ITEM H**



# Murfee Engineering Company

October 7, 2024

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 1240 Elevated Storage Tank Project  
Request for Adjustment to Project Budget  
MEC File: 11051.169CA**

Dear President Roberts and Board:

The WTCPUA 1240 elevated storage tank (EST) project is nearing final completion. Due to unforeseen circumstances coordinating the additional PEC electrical service and relocation efforts required for the Texas Gas line along the front entrance to the 1240 EST site, the construction administration task has been overrun by approximately \$7,627 to date.

We are requesting a total contract amendment of \$40,000 to get the project to final completion. Remaining tasks include twice weekly inspections, ongoing RFIs and monthly progress meetings, final walkthrough with the County and WTCPUA staff, processing of final pay applications and record drawings.

The following is a breakdown of the original fees by task followed by the scope amendment request:

Preparation and Approval of Site Plan	\$ 88,690
Preparation of Design Plans and Specifications	\$202,980
<u>Construction Administration (4.66% of construction)</u>	<u>\$187,920</u>
Total:	\$479,590

With the WTCPUA's approval the revised budgets will be as follows:

Preparation and Approval of Site Plan	\$ 88,690
Preparation of Design Plans and Specifications	\$202,980
<u>Construction Administration (5.66% of construction)</u>	<u>\$227,920</u>
Total:	\$519,590

Should you have any questions or need any additional information, please do not hesitate to contact me at your convenience.

Sincerely,

A handwritten signature in blue ink that reads "Bryce Canady". The signature is written in a cursive, flowing style.

Bryce Canady P.E.

CC: Jennifer Riechers, General Manager – WTCPUA  
George Murfee, District Engineer – MEC  
Jason Baze, District Engineer – MEC