

## **VI. NEW BUSINESS**

## **ITEM B**

**ORDER DECLARING SURPLUS REAL PROPERTY  
AND AUTHORIZING GENERAL MANAGER TO CONVEY PROPERTY TO LAKE POINTE  
MUNICIPAL UTILITY DISTRICT  
(Lots 12A and 12B, Block H, Lake Pointe, Phase 1B)**

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

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

**WHEREAS** the Agency owns certain real property recently re-platted as Lots 12A and 12B, Block H, Lake Pointe, Phase 1B at Document No. 202300204 in the Official Public Records of Travis County, Texas (“the Lots”);

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

**WHEREAS** the Board of Directors has determined conveyance of the Lots to Lake Pointe Municipal Utility District (“Lake Pointe MUD”) would be of benefit to the community and Agency operations;

**WHEREAS** the Board of Directors desires to declare the Lots as surplus property and to authorize conveyance of the Lots to Lake Pointe MUD; and

**WHEREAS**, the Board of Directors has determined that conveyance to Lake Pointe MUD shall include a reversion clause stipulating that the Lots shall be used for no other purposes than to conduct the operations of Lake Pointe MUD.

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

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

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

**Section 3:**     The Agency’s Board of Directors authorizes its General Manager to take all actions necessary to convey the Lots to Lake Pointe MUD provided that the Lots shall be used for no other purposes than to conduct the operations of Lake Pointe MUD and that the Lots shall revert back to the Agency if ever used for any other purpose.

**Section 4:**     The General Manager is authorized to take such further action as necessary to carry out the intent of this Order.

**PASSED AND APPROVED** this 19th day of October 2023.

\_\_\_\_\_  
Scott Roberts, President

ATTEST:

\_\_\_\_\_  
Walt Smith, Secretary

# ITEM C

## An Agreement for the Provision of Limited Professional Services

---

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

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

Date: October 12, 2023

Project No.: 11051-178

**Project Name/Location:** West Travis County Public Utility Agency Bear Creek Pass Water Main Relocation Project Design & Approvals.

**Scope/Intent and Extent of Services:** Engineering Services for the relocation and replacement of approximately 600' of the 6" Waterline with 8" waterline, due to adjacent Hays County Roadway improvements planned within the Bear Creek Pass Right of Way. Project shall be inclusive, as necessary, to provide support for Hays County. Scope to include responding to Hays County roadway program consultant and staff comments; and assisting with the approval of coordinated relocation planning. Review of Hays County roadway plans, potential conflicts, and preliminary relocation coordination with Hays County staff throughout the project. Preparation of design plans shall include a complete set of plans and contract documents for construction.

**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:

<b>Prepare detailed construction plans</b>	\$20,620
<b>Permitting and Agency Coordination</b>	
Hays County Staff and Consultant Coord.	\$15,470
<b>Bidding Phase</b>	\$17,060
<b>Construction Administration</b>	<u>\$14,790</u>
	\$67,840

Hays County staff has notified the WTCPUA that ROW acquisition is complete, and no additional environmental requirements are necessary for construction crossing Bear Creek. The estimated fees do not include and City of Austin or Hays County specific permitting submittal, easement procurement, easement or design surveying, review fees, direct reimbursable expenses, engineering reports, subsurface utility engineering, construction staking, environmental reports, geotechnical or material testing. Right of entry and Easement Procurement for permanent and/or construction easements is not included, and it is anticipated that the County coordination with the landowners will promote the necessary means for performing work. The Contract amount for this project shall not exceed the total amount listed above without approval by the WTCPUA.

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

Offered by:

MURFEE ENGINEERING CO., INC.



10-12-2023

---

Jason Baze, PE

(Date)

Accepted by:

West Travis County Public Utility Agency

---

Scott Roberts, Pres. WTCPUA (Date)





# ITEM D



## Murfee Engineering Company

October 10, 2023

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 Upland Water Treatment Plant Expansion Project  
Request for Adjustment to Project Budget  
MEC File: 11051.165**

President Roberts and Board:

The purpose of this letter is to provide background and justification for our request for your consideration of an adjustment to the engineering fees for the above-referenced project in the amount of \$88,693.75, which includes surveying work for the aboveground clearwell. A future budget request will be submitted for the additional engineering design work necessitated by the above ground clearwell.

An underground clearwell was selected for the Uplands WTP Expansion project during the preliminary engineering report phase of the project and outlined in the original October 2021 MEC design proposal. As the design progressed MEC coordinated with TCEQ through multiple meetings and emails between July 2022 and July 2023. While TCEQ initially responded favorably to the proposed underground clearwell, through subsequent meetings TCEQ developed strong opposition to the design despite MEC making design changes to address the concerns voiced by the agency. WTCPUA staff attended the most recent TCEQ meeting along with MEC on July 25th, 2023. In a follow up meeting between MEC and the WTCPUA, it was decided that the WTP Expansion design should be modified to remove the underground clearwell and construct an above ground clearwell instead. The above ground clearwell design change memo has been included as an attachment for further information.

This budget adjustment request includes geotechnical survey, topographic survey, and subsurface utility engineering which are required to implement the aboveground clearwell. The design of the clearwell itself will largely be performed by a tank manufacturer and as such the design of the tank structure itself will not increase the cost of design. There will however be additional redesign costs incurred due to the clearwell modification's impact on the remainder of the project. These incidental design cost increases are not included in this request and will be summed up and submitted for approval at a later date. The surveys are required to be performed prior to any clearwell design work beginning. In an effort to proceed as expeditiously as possible, the survey proposals are being presented for approval before the engineering impact is quantified to minimize the design schedule delay caused by the addition of the aboveground clearwell. Further, additional survey areas have been added to the survey plan to

minimize the risk of design, permitting, and construction delays caused by uncertainty in the location of infrastructure.

Table 1 below provides a summary of the changes to date.

Table 1. Project Cost Summary

Description	Date	Amount
Original scope: Construction Plan Development, Electrical and Structural Design, Geotechnical Investigation, TCEQ Plan submittal and CT Study Update, and Construction Material Testing	October 2021	\$811,910
SUE services amendment	February 2022	\$55,890
Scope Amendment 2	February 2023	\$3,150,756.50
Proposed Scope Amendment (Amendment 3)	September 2023	\$88,693.75
Total Proposed Engineering Cost		\$4,107,250.25

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

Sincerely,



Blake West P.E.

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



13581 Pond Springs Road, Suite 210, Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

August 23, 2023  
Arias Project No. 2023-663

VIA Email: [bwest@murfee.com](mailto:bwest@murfee.com)

Mr. Blake West, P.E.  
Murfee Engineering Company, Inc.  
1101 S. Capital of Tx Hwy, Bldg. D  
Austin, TX 78746

**RE: Proposal for Geotechnical Engineering Services**  
WTCPUA Uplands WTP Expansion – Ground Storage Tank  
12215 Bee Cave Pkwy  
Austin, TX 78738

Dear Mr. West,

Arias & Associates, Inc. (Arias) is pleased to provide this proposal for geotechnical engineering services for the above referenced project. Our understanding of the project is based on the information provided by you including a site plan and the requested field investigation.

Arias has previously provided a Geotechnical Engineering Report (Arias Project No. 2022-379) dated June 24, 2022, for the expansion of the water treatment plant which included the construction of a below grade clear well. That report included drilling of 3 borings to depths ranging from 5 to 50 ft depth for site evaluation and design recommendations. We understand that additional borings are desired associated with the new ground water storage tank.

The following sections present our understanding of the project, proposed scope of services, fee compensation requirements, and schedule.

### **Project Information**

The proposed construction will consist of improvements at the WTCPUA Uplands Water Treatment Plant. The project site is located at 12215 Bee Cave Parkway in Bee Caves, Texas. The improvements will include a new 1.25 MG ground water storage tank. Structural loading has not been provided to us for this proposal preparation as the project is in a preliminary phase. The new GST will be about 80-ft in diameter with anticipated reinforced concrete ring foundation.

***If any of this information is incorrect, we should be contacted immediately in order to review and revise our proposal as necessary.***

### **Proposed Borings**

Based on published geologic mapping and nearby experience, the site is underlain by Glen Rose Formation (Kgr). Based on our understanding of the planned construction, and from your request the drilling scope is presented in the following table:

<b>Item</b>	<b>No. of Borings</b>	<b>Boring Depth ea. (ft.)</b>	<b>Drilling Footage</b>
Tank	4	40	160
	1	60	60
<b>Total (ft)</b>			<b>220</b>

### **Proposed Scope of Services**

Arias proposes the following geotechnical services for the project:

1. Once the planned borings have been field located, we will contact Texas 811 One Call service in order to locate and mark public utilities. We have assumed that the client will assist with the coordination and planning to avoid potential private utilities that may be located in the project area.
2. We will obtain elevation and boring coordinates using a hand-held GPS device accurate to about 3 horizontal meters. Our scope of work will not include any survey work.
3. Our scope of work will include a total of five (5) borings drilled and sampled to the maximum depth as shown in the table above. Arias will retain a subcontract driller with a truck-mounted rig to perform the drilling and sampling. Subsurface materials will be sampled with either a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586), or with a thin-walled Shelby Tube Sampler (ASTM D 1587). Continuous core sampling of the rock stratum (ASTM D2113) will be performed where competent limestone is encountered. Recovered soils will be visually classified in the field.
4. If groundwater is encountered, the groundwater levels within the open borehole will be recorded during and immediately after drilling. The borehole will be backfilled with soil cuttings after completion of the drilling operations.
5. Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content, and unconfined compressive strength tests. The actual laboratory program will depend upon the type of soil and/or rock encountered.
6. An electronic copy (pdf format) of our formal engineering report prepared by a Licensed Texas Professional Engineer will be issued that will include:
  - Description of the laboratory testing program;
  - Description of the field exploration program;
  - Soil boring plan that depicts borehole locations;

- Soil boring log with soil classifications based on the Unified Soil Classification System (ASTM D 2487) with a chart illustrating the soil classification criteria and the terminology and symbols used on the boring log;
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored location;
- Site Class Determination based on the 2015 IBC;
- Site preparation recommendations and construction considerations to aid in mitigating expansive soils to help reduce the design PVR to 1" during and after construction;
- Requirements for site fill, construction backfill, and for support of the proposed structures;
- Recommended foundation type to support the GST;
- Recommended net allowable bearing pressure, resistance to lateral load by friction, minimum foundation bearing depth, and estimated settlement magnitude for an annular ring footing foundation system;
- Evaluation of the GST load placed on adjacent pipelines and provide special utility backfill recommendations (if applicable); and
- General earthwork and construction recommendations.

Our report will not include performing any borings for pavement recommendation or providing/conducting local or global stability analyses for retaining walls, shoring systems, or slopes, at this time. In addition, our scope and fee does not include any pavement recommendations or environmental drilling, sampling, testing, consulting, or recommendations of any kind.

### **CoMET Services**

Please be advised that Arias can perform Construction Materials Engineering and Testing (CoMET) services for this project. If requested, we would be pleased to provide a scope of work and fee for these services.

### **Proposed Fee**

We propose that the fee for the performance of the scope of work for the proposed options as described in this proposal be **\$11,300.00**. All work will be performed as outlined in the General Conditions listed below.

We will submit monthly progress billing during the course of our study. Invoicing will be based on the percentage of project completion to bill for project tasks as they are completed (i.e. site mobilization of geotechnical field exploration equipment and personnel, completion of field work and laboratory testing, engineering analysis, report preparation, etc.).

***We have prepared our scope and fee with the understanding that no clearing will be required, no concrete coring will be required, and that no special permission will be needed for access. We have assumed that the client will provide free access to the site. Our boring will be performed in an area that can be accessed and drilled with a conventional truck mounted drill rig without any clearing or any other required special activities. Time and efforts for clearing have not been included in our proposed scope and fee. Time and effort for obtaining any type of permit have also not been included in our proposed scope and fee. Meetings after report submission and supplemental letters are not included in our proposed project fees. If required, meetings and***

**supplemental letters will be billed according to the current Arias & Associates, Inc. Unit Rate Schedule for Geotechnical Services.**

**Schedule**

The following anticipated schedule of services was developed based on our understanding of the proposed project and our experience with similar projects:

- The field exploration can typically begin about one (1) week after receiving written authorization (signed proposal) and the existing on-site utilities locates are completed.
- Field drilling and sampling is expected to take approximately two (2) to (3) days to complete (**weather permitting**).
- The geotechnical laboratory testing should take approximately one (1) to two (2) weeks to complete.
- The final Report will be completed within approximately three (3) to four (4) weeks of completing the borings.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

**Proposal Acceptance**

Please let us know if this proposal meets your expectations. If acceptable, the authorization table at the end of this proposal should be completed as applicable. We will begin work upon receipt of a signed copy of the proposal by an authorized representative. Please return the entire signed proposal to us by fax, mail or email to [asioutis@ariasinc.com](mailto:asioutis@ariasinc.com). If the billing address is different, include that information as well.

Should you have any questions, please do not hesitate to contact Alexandros Sioutis E.I.T. by his email or on his direct line at (737) 220-0114 or on his cell phone at (512) 656-2390. We appreciate the opportunity provided and look forward to becoming an integral part of the Project Team.

Sincerely,

**ARIAS & ASSOCIATES, INC.**  
TBPE Registration No: F-32



Alexandros Sioutis, E.I.T.  
Geotechnical Engineer




John S Landwermeyer, P.E.  
Managing Principal Austin Operations

**Encl: Boring Location Plan**

**ARIAS & ASSOCIATES, INC.**  
**PROFESSIONAL SERVICES AGREEMENT**  
**GEOTECHNICAL AND ENVIRONMENTAL**  
**GENERAL CONDITIONS**  
(20140214R1)

This Professional Services AGREEMENT between Arias & Associates, Inc., hereinafter defined as "ARIAS" and CLIENT includes the attached Proposal and these General Conditions which constitute the AGREEMENT. ARIAS will perform its Services under this Agreement as an independent contractor.

1. **Parties.** CLIENT is defined as the entity that authorizes performance of services as stated in the Proposal by ARIAS and any entity that accepts responsibility for payment as stated in these General Conditions. If the CLIENT is ordering the services on behalf of another, the CLIENT represents and warrants that the CLIENT is authorized to act on behalf of said party in ordering and directing ARIAS' services. ARIAS will provide the proposed services to and for the CLIENT. The AGREEMENT is not intended to benefit any other person or entity. CONTRACTOR is defined as the CONTRACTOR or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project for which ARIAS is providing Services under this AGREEMENT.
2. **Work.** Work is defined as the labor, materials, equipment and services of CONTRACTOR.
3. **Testing.** Testing is defined as the measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.
4. **Scope of Services.** The scope of services is outlined in the Proposal, which along with these General Conditions, constitutes the Agreement. "Services" means the specific analytical, testing or other service to be performed by Arias & Associates, Inc, hereinafter referred to as ARIAS, as set forth in ARIAS' proposal, CLIENT's acceptance thereof and these General Conditions. The CLIENT has sole responsibility for determining whether the scope of ARIAS' services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of ARIAS shall constitute acceptance of the terms of ARIAS' proposal and these General Conditions, regardless of the terms of any subsequently issued document. Arias has no right or responsibility to approve, accept, reject or stop work of any agent or the CLIENT, including CONTRACTOR.
5. **On-Site Responsibilities and Risks.** Unless otherwise agreed, CLIENT will furnish right-of-entry and obtain permits as required for ARIAS to perform the fieldwork. ARIAS will take reasonable precautions to minimize damage to land and other property caused by ARIAS's operations, but ARIAS has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires ARIAS to restore the site to its former conditions and if ARIAS agrees to do so, ARIAS will undertake the repairs and add the cost to the fee.
6. **Toxic and Hazardous Materials.** CLIENT will provide ARIAS with all information within its possession or knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. ARIAS is entitled to reasonably rely on all such information. If toxic or hazardous materials are encountered though not anticipated as stated in ARIAS's Proposal, ARIAS reserves the right to demobilize field operations at CLIENT's expense. Remobilization may proceed upon agreement by ARIAS and with CLIENT's acceptance of proposed safety fee adjustments.
7. **Utilities and Pipelines/Subsurface Indemnification.** While performing fieldwork, ARIAS will take reasonable precautions to avoid damage to sub-surface structures, pipelines and utilities. CLIENT AGREES TO DEFEND, INDEMNIFY AND HOLD ARIAS AND ITS OFFICERS, AGENTS, EMPLOYEES AND SUBCONTRACTORS HARMLESS FROM ALL CLAIMS, SUITS, LOSSES, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES AS A RESULT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OCCURRING WITH RESPECT TO THE PERFORMANCE OF ARIAS'S SERVICES AND ARISING FROM SUBSURFACE CONDITIONS WHICH ARE NOT CALLED TO ARIAS'S ATTENTION AND/OR CORRECTLY SHOWN ON PLANS FURNISHED.
8. **Representations.** CLIENT acknowledges that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or explorations are made and that ARIAS'S data, interpretations and recommendations are based solely on the information available to ARIAS, constitutes ARIAS'S opinion based on professional judgment and should not be interpreted as representations of fact. CLIENT represents that it has disclosed to ARIAS all information about conditions at the site of which CLIENT or any representative of CLIENT is aware.
9. **Use of Information by Others.** ARIAS is not responsible for the interpretation by those other than the CLIENT of the information provided to our CLIENT, including the Instruments of Professional Service.
10. **Limitation of Liability.** THE TOTAL CUMULATIVE LIABILITY OF ARIAS, ITS SUBCONSULTANTS AND SUBCONTRACTORS, AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY "ARIAS ENTITIES") TO CLIENT ARISING FROM SERVICES UNDER THIS AGREEMENT, INCLUDING ANY AMENDMENT HERETO, INCLUDING ANY REIMBURSEMENT OF ATTORNEY'S FEES AND/OR INDEMNITY OBLIGATION UNDER THIS AGREEMENT, WILL NOT EXCEED THE GROSS COMPENSATION RECEIVED BY ARIAS UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. THIS LIMITATION APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS THAT ALLEGE ERRORS OR OMISSIONS IN THE ARIAS ENTITIES'S SERVICES, WHETHER ALLEGED TO ARISE IN TORT, CONTRACT, WARRANTY OR OTHER LEGAL THEORY.
11. **Invoices and Payment.** An invoice will be submitted monthly or upon completion of ARIAS' scope of services. Payment is due ~~upon receipt~~ of invoice. CLIENT agrees to pay a finance charge of 1.5% per month or the maximum legal rate on past due accounts. **60 days after receipt** 
12. **Credit Check.** ARIAS reserves the right to inquire with third parties as to CLIENT's credit and ARIAS reserves the right to cancel this Proposal and Agreement with CLIENT if ARIAS, in its sole discretion, is not fully satisfied with such inquiry.
13. **Construction Observation.** ARIAS shall not supervise, direct or have control over the CONTRACTOR's Work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the CONTRACTOR. Arias is not responsible for the CONTRACTOR's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the CONTRACTOR in accordance with the Contract Documents. ARIAS shall not be responsible for any acts or omissions of the CONTRACTOR, subcontractor, or any entity performing any portions of the Work, or any agents or employees of any of them. ARIAS does not guarantee the performance of the CONTRACTOR and shall not be responsible for the CONTRACTOR's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Observations and standardized sampling, inspection and testing procedures employed by ARIAS will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed. CLIENT recognizes that conditions



of materials and construction activities at other locations may vary from those measured or observed and that conditions at one location and time do not necessarily indicate the conditions of apparently identical materials(s) at other locations and times. Services of ARIAS, even if performed on a continuous basis, should not be interpreted to mean that ARIAS is observing, verifying, testing or inspecting all materials on the Project. ARIAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested and is not responsible for other parties' interpretations or use of the information developed. ARIAS may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

14. Termination of Services. This Agreement may be terminated with or without cause by the CLIENT or ARIAS upon written notice. In the event of termination, the CLIENT shall pay ARIAS for all services rendered to the date of termination and all reimbursable expenses due to termination. If termination for cause is determined not to exist, then the termination will be considered a termination for convenience.
15. Changed Conditions. The CLIENT shall rely on ARIAS' judgment as to the continued adequacy of the Scope of Services of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to ARIAS. Should ARIAS call for contract renegotiation, ARIAS shall identify the changed project or subsurface conditions necessitating renegotiation and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement. ARIAS reserves the right to refuse to perform services not expressly included in the scope of services outlined in the proposal.
16. Indemnification. THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND AND HOLD HARMLESS ARIAS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUBCONSULTANTS (COLLECTIVELY, "ARIAS ENTITIES") AGAINST ALL DAMAGES, LIABILITIES OR COSTS INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF, RELATED TO OR CAUSED BY THE CLIENT'S ACTS IN CONNECTION WITH THE PROJECT AND THE ACTS OF ITS REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, OR CONSULTANTS OR ANYONE FOR WHOM THE CLIENT IS LEGALLY LIABLE, OR THE FAILURE TO MAINTAIN OR REPAIR THE PROJECT BY ANYONE.
17. Mediation/Choice of Law & Venue. All disputes between the parties regarding this Agreement or the services performed hereunder shall be subject to mandatory mediation prior to either party instituting arbitration or litigation. All disputes shall be resolved in accordance with the laws of the State of Texas and the parties agree that the venue for any mediation, arbitration, or litigation shall be in Bexar County, Texas.
18. Duration of Offer. The rate pricing, scope, and conditions offered in this proposal will remain in force and effect for a period of 60 days from the date of this proposal. If the proposal has not been accepted by execution and returned within the 60-day period, ARIAS reserves the right to revise any rate pricing, scope or condition in the proposal as may be necessary.
19. Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or ARIAS. ARIAS' services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against ARIAS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and ARIAS agree to require a similar provision in all contracts with CONTRACTORS, subcontractors, subconsultants, vendors and other entities involved in the Project to carry out the intent of this provision.
20. Assignment. During the term of this AGREEMENT and following its termination for any reason, neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by ARIAS shall not be considered as an assignment for purposes of this Agreement.
21. No Personal Liability. CLIENT and ARIAS intend that ARIAS' services will not subject ARIAS' individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, CLIENT agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against Arias & Associates, Inc.
22. Insurance. ARIAS will maintain the following minimum coverages: Statutory Workers' Compensation/Employer's Liability Insurance; Commercial General Liability Insurance with a combined single limit of \$1,000,000; Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and ; Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate. ARIAS will provide CLIENT with certificates of insurance evidencing the existence of these policies. Except for Professional Liability and Workers' Compensation Insurance, all policies required under this AGREEMENT shall contain a waiver of subrogation.
23. Integration and Severability. This AGREEMENT reflects the parties' entire Agreement with respect to its terms and limitations and supersedes all prior Agreements, written and oral. If any portion of this AGREEMENT is found void or voidable, such portion will be deemed stricken and the AGREEMENT reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.
24. Standard of Care. In providing services under this AGREEMENT, ARIAS will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time as the Project. Upon notice to ARIAS and by mutual AGREEMENT between the parties, ARIAS will without additional compensation, correct those services not meeting this standard. ARIAS makes no warranty, express or implied, as to its professional services rendered under this AGREEMENT.
25. Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor ARIAS, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, delay, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including but not limited to negligence, strict liability, breach of contract and breach of strict or implied warranty.
26. Instruments of Professional Service. Instruments of Professional Service are defined as all documents and information – e.g., letters, memoranda, reports, boring logs, maps, field data, field notes, drawings and specifications and test data – prepare by ARIAS. Except as otherwise agreed to by CLIENT and ARIAS, Instruments of Professional Service are and shall remain ARIAS' property, and ARIAS has the right, in its sole discretion, to dispose of or retain the Instruments of Professional Service. CLIENT will not provide Instruments of Professional Service to any other person or entity without ARIAS' prior written consent.

27. Unauthorized Use. Any reuse or modification of the Instruments of Professional Service by CLIENT or anyone obtaining it through CLIENT will be at CLIENT'S sole risk and without liability to ARIAS. CLIENT will defend, indemnify and hold ARIAS harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Instruments of Professional Service by CLIENT or anyone obtaining the Instruments of Professional Service through CLIENT.
28. Statutes of Limitations. The Parties hereto agree that any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events no later than the date of substantial completion of ARIAS'S services hereunder.

ARIAS and CLIENT hereby agree to the terms and conditions of this Proposal and have caused this AGREEMENT to be executed by their duly authorized officers and made effective as of the day and year first written above.

Consultant: **ARIAS & ASSOCIATES, INC.**

By:  Date: August 23, 2023

Printed Name: Alexandros Sioutis, E.I.T Title: Geotechnical Engineer

Address: 13581 Pond Springs Rd., Suite 210, Austin, Texas 78729

Phone: (512) 466-4293 Fax: (512) 428-5525

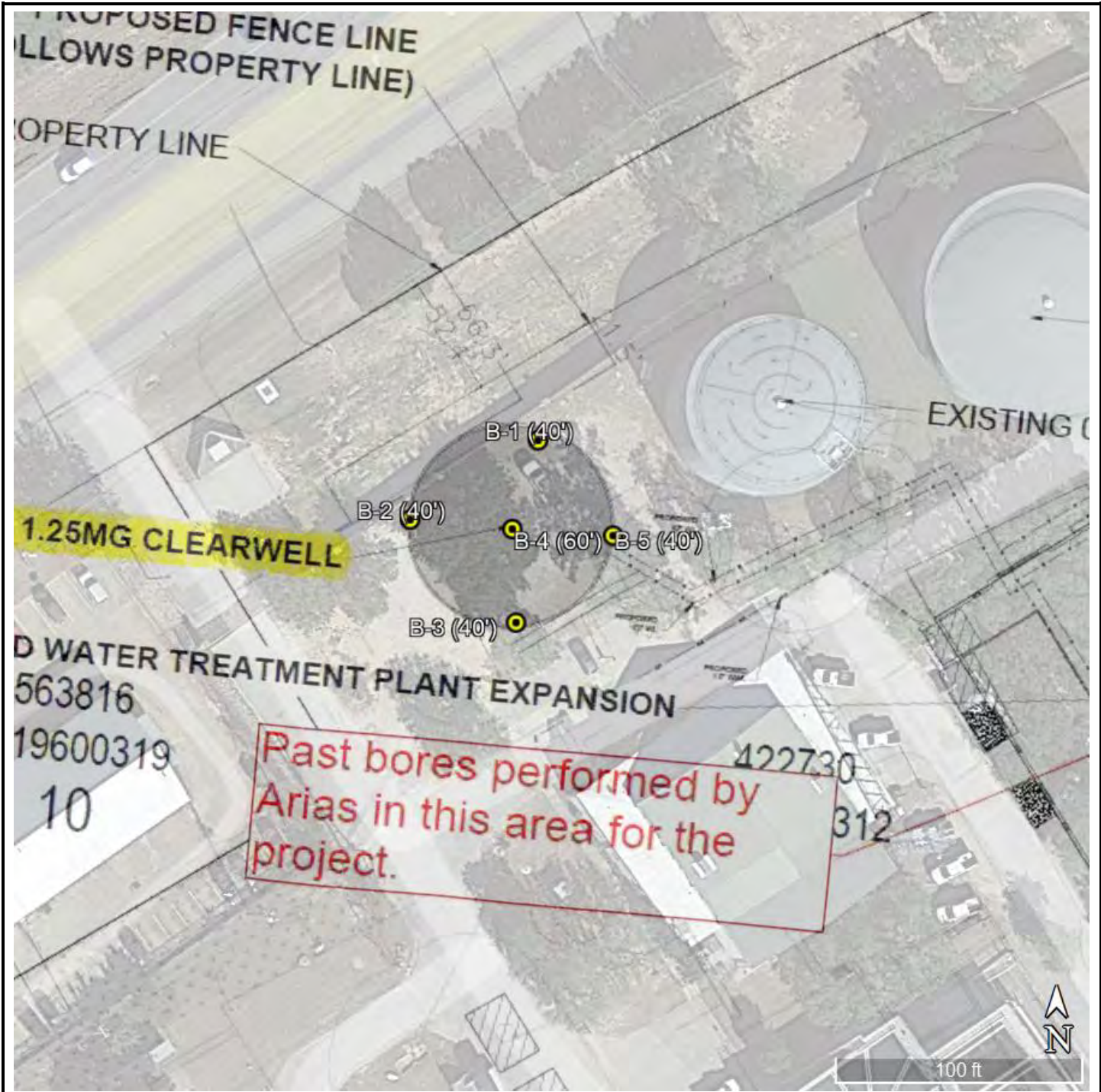
CLIENT: Murfee Engineering Company, Inc.

By:  Date: 9/8/2023

Printed Name: BRUCE CANADY Title: Vice President

Address: 1101 S. Capital of TX Hwy., Bldg. D  
Austin, TX 78746

Phone: (512) 327-9204 Fax: \_\_\_\_\_



13581 Pond Springs Road, Suite 210, Austin, Texas 78729  
 Phone: (512) 428-5550 • Fax: (512) 428-5525

### BORING LOCATION PLAN

Uplands WTP Expansion  
 Ground Storage Tank  
 Bee Caves, Texas

Date: August 22, 2023	Job No.: 2023-663
Drawn By: MU	Checked By: AS
Approved By: AS	Scale: N.T.S.



Via Email: [bwest@murfee.com](mailto:bwest@murfee.com)

September 8, 2023  
Murfee Engineering Company, Inc.  
1101 S. Capital of Texas Hwy, Bldg. D  
Austin, TX 78746  
Attn: Blake West, P.E. Project Engineer

**Re: Uplands WTP Expansion  
Additional SUE services and Topographic Survey  
SAM Proposal No. 1023082186**

Dear Mr. West:

Surveying And Mapping, LLC (SAM) is pleased to provide this proposal to Murfee Engineering Company, Inc. for professional services in connection with the above referenced project shown on **Exhibit "A"**. Based upon your e-mail request and our correspondence, we have prepared the attached Scope of Services.

We appreciate the opportunity to submit this proposal and we look forward to working with you on this project. If you should have any questions or require any additional information, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, reading 'Donald J. Zdancewicz', is written over a light blue circular stamp.

SURVEYING AND MAPPING, LLC  
Donald J. Zdancewicz, RPLS  
Austin Survey Department Manager  
Direct (512) 895-5054  
[Donald.Zdancewicz@sam.biz](mailto:Donald.Zdancewicz@sam.biz)

**SAM COMPANIES**

4801 Southwest Parkway / Bldg. 2 Suite 100 / Austin, Texas 78735  
512.447.0575 Office / 512.326.3029 Fax / TBPELS #10064300

**sam.biz**



**SCOPE OF SERVICES AND ESTIMATED FEE  
UPLANDS WTP EXPANSION  
Additional SUE services and Topographic Survey**

**PROJECT OVERVIEW**

Surveying And Mapping, LLC (SAM) proposes to provide a Topographic Survey to Murfee Engineering Company, Inc. (Client). The survey will be of a portion of the property shown on Travis County Appraisal District map as PID 422730, and being 11.167 acres of land out of the Frederick Seifert Survey No 656 and the James G. Swisher Survey No. 152 of Travis County, Texas as described in Document No. 2019062232, Official Public Records of Travis County, Texas. The Survey Area is as shown on Exhibit A below.

**SURVEY ASSUMPTIONS**

The following assumptions were made for the preparation of this Scope of Services. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

- Client will provide Right of Entry and access to any private properties as required to perform the services described herein, and if necessary gain permission of adjoining properties.
- Survey Feature Codes will be shown as per SAM current Feature Library and Line Styles.
- SAM will not be working in any hazardous or contaminated areas.
- All work will be performed during daytime hours.
- The Client will be the liaison for the SAM field crews to access the Project WorkArea.
- SAM will be notified, prior to mobilizing to the Project, of any special requirements for access and the performance of the work.
- SAM personnel will have unrestricted access to the work areas on a ten (10) hour per day basis for each day approved to perform work.
- This survey will not be utilized for conveyance purposes but instead the boundary established will be provided for design use only.

**BOUNDARY SURVEYING**

- All boundary surveying will be supervised by a Texas Registered Professional Land Surveyor.
- SAM will establish the boundary lines for the tract of land based on deeds referenced from the County Appraisal website. Deeds will be pulled or requested from the County Clerks website or provided from the client.
- SAM will not monument any corners found missing.
- SAM assumes that there is enough evidence in the field to establish the boundary based on the property deeds provided or researched.

**SURVEY - TOPOGRAPHIC SURVEY:**

SAM will perform the following Survey services:

- Re-Establish horizontal and vertical control for this project to be used for all survey work. Horizontal control will be based upon Texas Coordinate System, Central Zone, NAD83 and vertical control will be based upon NAVD 1988 datum, Geoid 18.
- Perform topographic survey of the areas shown on Attachment "A" and as noted below.



- Locate the above ground visible existing improvements in the above mentioned areas and shown on Attachment “A” below, including but not limited to buildings, walls, sidewalk, curb and gutter, edge of pavement, fences, signs and other physical objects.
- Elevations of the areas mentioned above and shown in Attachment “A” below, including spot elevations at 50 foot intervals and at major grade breaks will be obtained. A 3D DTM surface will be produced and the site topography will be shown at one-foot contours.
- Locate existing trees in the areas mentioned above and shown in Attachment “A” below, that are 6 inches in diameter or larger (at breast height), tag tree with point number assigned during survey, note trunk diameter, species or common name.
- Trees will be represented on the plans by a concentric circle centered on the trunk location, with a diameter equal in feet to twice the number of inches of the tree’s trunk diameter. (i.e. tree with 15” trunk diameter would be represented at plan scale by a 30 foot diameter circle)
- A table listing the trees by tree tag number with size and common name will be placed on the survey.
- Area 6 Survey and SUE has been removed from scope as noted in email received on 8/31/2023.
- Area 7 as noted in Attachment “A” below, will only be driveway boundary shots. All shots taken in Area 7 will be to the back of curb or edge of concrete/asphalt as shown on ground.
- Area 2 as noted in Attachment “A” will include shots that extend to the back of the building and to the new building extension.
- Previous topographic data will not be included in the deliverable as requested.

#### **SURVEY DELIVERABLES**

- PDF and CADD file of the Topographic Survey in AutoCAD Civil3D format.

#### **SURVEY PROJECT SCHEDULE**

SAM will start field services within one (1) week from notice to proceed (NTP) and right of entry (ROE) provided to the site. The Topographic Survey will be provided within three (3) weeks of NTP and ROE.

#### **SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES**

##### **SUE Project Description**

SAM proposes to provide Subsurface Utility Engineering (SUE) services with the intent of identifying water, wastewater, gas, petroleum, telephone, fiber optics, cable TV, storm, and electrical utilities (hereafter referred to as underground utilities) within the outlined areas shown on **Attachment A**.

##### **Scope of Services**

The work will be conducted in accordance with the Construction Institute (CI)/American Society of Civil Engineers (ASCE) Standard 38-02, *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*. This document is the standard upon which SUE is conducted, defining the service as:

*A branch of engineering practice that involves managing certain risks associated with: utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to certain parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.*



Our proposed scope of services includes:

#### **Records Research - Quality Level D (QL-D)**

Conducting utility records research to assist in identifying utility owners that may have facilities on or be affected by the project. Applicable utility owner records will be collected. Designating staff will review records for indications of additional available records, duplicate information, and a need for clarifications by utility owners, including:

- Obtaining record documents and other information from Murfee Engineering Company and the treatment plant's archives. These documents will be reviewed and organized for mapping purposes.
- Attempting to contact utility providers, counties and other agency suppliers identified by Texas One-Call systems and field reconnaissance throughout the project area. The sole purpose of this activity is to collect existing record information of utility systems that may have an impact on this project.
- Creating a QL-D utility composite map from the aforementioned information contained within the record documents.

#### **Incorporate Above Ground Features - Quality Level C (QL-C)**

Identifying surface features on the ground surface that are surface appurtenances of existing subsurface utilities. If records and features do not agree, further record review and field reconnaissance will be undertaken to resolve discrepancies. Work products will incorporate QL-D findings.

#### **Designating and Marking - Quality Level B (QL-B)**

Utilizing a suite of geophysical equipment to attempt to designate the utilities identified in the Project Description within the area(s) identified in Attachment A. QL-B services for this project include:

- Obtaining permits from city, county or other entities, as required, to allow SAM staff to work in streets, roads, right-of-ways or other locations.
- Utilizing normal traffic control, including standard placement of traffic cones, freestanding warning signage when necessary
- Designating and marking underground utilities within the project limits using an appropriate suite of surface geophysical methods. Typical equipment utilized may include:
  - Radiodetection - RD8100, Metrotech / Vivax VM 810, Rigid SR-24, and Pipehorn 800
  - GPR - Single and/or Dual Frequency
  - Magnetic locators
  - Rodders, Sondes (transmitters) and Receivers for non-conductive utility detection
- Marking the utilities at maximum 100 foot intervals and at identified changes in direction. Paint will not be applied to sidewalk areas.
- Locating, to the extent practical due to technology limitations, water lines, force mains, and other non-tonable utilities using ground penetrating radar. If successful, these utilities will be marked as QL-B. If unsuccessful, these utilities will be marked QL-D. If appropriate, Test Holes may be recommended to establish the precise location for design.



- Marking each utility run with the appropriate surveying code and number for each mark. This will be noted on the field sketch for use by the surveyor and our quality control staff.
- Recording approximate depth ranges of each utility run based on information provided by designating equipment.
- Surveying in the markings that indicate the presence of a utility. Horizontal data will be held to the accuracies and precision dictated by the project's survey control and the ASCE Standard 38-02.
- Plotting survey data on base plans using AutoCAD platforms.
- Creating manhole diagrams identifying flowlines and other pertinent information with each manhole, when available.
- Providing a deliverable including engineering drawing(s) shown in plan view using the approved color codes for found utilities in accordance with CI/ASCE Standard 38-02 complete with engineering seal and signature. The delivery will include a CAD file in .dwg format. As SAM is authorized to perform field investigations in additional areas, the original CAD file will be updated as to incorporate all findings into a single CAD file.
- Providing cut sheets of areas where QL-B mapping has been completed, in PDF format.

#### **Locating - Quality Level A**

Quality Level A services will include performing 9 test holes (3 within each SUE area) to establish the exact location and elevation of critical utilities that may conflict with future construction. SAM will use minimally intrusive excavation techniques that protect the integrity of the utilities in question, and that of other lines that may be encountered. The test hole will be excavated using air and/or water assisted vacuum excavation equipment intended for this purpose.

The excavation procedure will include:

- Clearing the Test Hole area of surface debris.
- In paved areas, jackhammering and removing existing pavement.
- Excavating the Test Hole utilizing the above described equipment. Care will be taken to avoid damaging lines, wrappings, coatings, cathodic protection or other protective coverings and features. Hand digging will be conducted to the extent necessary to supplement the vacuum excavation process.
- Exposing the utility only to the extent required for identification and data collection purposes.
- Storing excavated material for re-use as backfill on the project.

Data collected from the Test Hole will be recorded on a standard SAM, LLC *Test Hole Data Sheet* that will be subsequently sealed and dated. The location will be shown on the drawing. Data will include:

- Utility owner (if known)
- Top and/or bottom elevation of the utility relative to an above ground mark to a vertical accuracy of +/- 0.05 feet.
- Field sketch showing horizontal location referenced to a minimum of two physical structures existing in the field.





- Approximate centerline and bearing of utility.
- Sizes and quantity of utilities within each test hole, when obtainable.
- Utility structure material composition, when reasonably ascertainable.
- Other pertinent information.

Site restoration will include:

- Replacing bedding material around exposed utility lines with excavated material.
- Backfilling and compacting the excavation using a steel tamper bar in lifts.
- As applicable, providing permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found. Asphalt cold patch will be used in pavement areas.
- For excavations in unpaved areas, restoring disturbed area, to the extent practical, to reflect pre-existing conditions.
- Furnishing and installing permanent surface marker (e.g., P.K. nail, peg, steel pin, or hub) directly above the centreline of the utility.
- Surveying the test hole marker.

The deliverable will include Test Hole Data Forms depicting found utility information in accordance with CI/ASCE Standard 38-02 complete with professional seal and signature. SAM will also update the existing CAD file with the test hole location(s).

### **SUE Services Assumptions**

- This proposal is valid for a period of 90 days.
- Access
  - Client will provide complete access to the project site between the hours of 7:00 a.m. and 5:30 p.m.
  - Parking permits will not be required and have not been included in this proposal.
  - Client will provide coordination as necessary to facilitate completion of the proposed work activities and schedule.
- Records
  - To the extent available, client will organize and provide SAM with existing utility records and other utility related information.
  - To the extent available, client will provide CAD file of all survey information including previously documented utilities, topographic features and survey control prior to the commencement of work.



- Work Permits, Confined Space Entry, and Training
  - Permits and entry forms to the extent required by the project.
  - Project specific training will not be required.
  - Confined space entry will not be required.
  - Client will facilitate safe access for vehicles, equipment, and personnel.
- Traffic control
  - Traffic control requiring lane closures, traffic detouring, flag persons, police, etc., is considered specialized traffic control and is not included in this scope of services. If specialized traffic control is required, SAM, LLC will notify the client upon discovery to recommend a solution.
- Weather
  - SAM will notify the client of any weather related issues that may impact or delay the utility investigation.

#### **Quality Level B Services**

- General Scope of Work:
  - SAM anticipates approximately 15,000 linear feet of QL-D, QL-C and QL-B utilities will be encountered on the project. Additional linear footage may require a change order.
  - The Client or facility will be responsible for removing water from utility related structures as necessary.
  - SAM will not be entering confined spaces. In the event that SAM cannot document all assets within a confined space a note will be applied to that feature within the final deliverable.
- Limits of Technology:
  - The scope of services is limited to the extent of the technology utilized. Non-metallic piping, inactive electric and/or communication lines may or may not be found. SAM will not be responsible for omission of utility information that is not obtainable from our suite of designating equipment throughout our investigation.
  - The accuracy of subsurface data can be influenced by factors beyond our control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, physical verification (through vacuum excavation or otherwise) is the only subsurface utility data that is collected to applicable engineering and/or surveying standards.
  - Other surface geophysical methods, such as terrain conductivity and point to source transmitters can be used, as appropriate. These techniques, although typically involving extra expense, can further refine the utility model. Generally, these extra refinements are not cost effective, and SAM, LLC will not apply these techniques without authorization of the client.



- Work Product/ Deliverables:
  - Record information utilized to create digital QL-D line work is placed in accordance with professional judgement as a best fit alignment. In doing this the owner should be aware of the inaccuracies that may accompany these decisions.
  
  - Paint markings placed on the ground by SAM are to be used for design purposes only and not for construction. The use of this information does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, providing notification to utility owners or One-Call centers before excavation.

#### **Quality Level A Services**

- If the utilities are over 10 feet deep or if significantly large gravel or caliche is encountered, non-destructive vacuum excavation techniques may be unsuccessful uncovering the utility. In such a case, the Test Hole results will be inconclusive and SAM will measure the depth and survey the location of the test hole. If test holes are deeper than 10 feet, additional funding to complete the work may be required.
- Every effort will be made to excavate the Test Hole over the utility. However, if multiple holes are required to identify its location, additional charges will be incurred.
- If large ducts are encountered, the edges and bottom of the duct might not be exposable. The top of the facility will be documented along with any other pertinent information.
- Unit pricing reflects a minimum of 9 test holes being selected. If less than 9 test holes are selected, additional funding to complete the work may be required.



### Cost Proposal Fee Estimate

SAM, LLC proposes to complete the above described scope of services in accordance with the Standard Terms and Conditions included as **Attachment B** on a **LUMP SUM** basis for the Total Estimated Fee. The cost breakdown is provided in **Table 1** below.

**Table 1**  
**Cost Breakdown**

<b>Task</b>	<b>Fee</b>
SURVEY – Topographic, Boundary & Tree Survey (Areas 1,2,3,4,5 & 7)	\$ 14,175.00
SUE Quality Level A thru D – Area 1 (Include 3 QL-A Test Hole Locations)	\$ 16,600.00
SUE Quality Level A thru D – Area 2 (Include 3 QL-A Test Hole Locations)	\$ 16,900.00
SUE Quality Level A thru D – Area 3 (Include 3 QL-A Test Hole Locations)	\$ 16,900.00
<b>Total Estimated Fee:</b>	<b>\$ 64,575.00</b>

This cost estimate is based on our current understanding as described in the project description, the scope of services, and the assumptions listed within.

These services will be provided on a **Lump Sum** basis. This fee is good for 90 days from the date of this proposal.

### EXCLUSIONS

The following items are excluded from this proposal:

- Boundary
- Offsite topography
- Subsurface Utility Engineering
- Easement plats and descriptions

**ATTACHMENT A  
SITE MAP**





STANDARD TERMS AND CONDITIONS  
(TEXAS)

1. Access To Site - Unless otherwise stated, SAM, LLC will have access to the project site for activities necessary for the performance of the services. SAM, LLC will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.
2. Ownership Of Documents - Client acknowledges that all original papers, documents, maps, surveys, digital data and other work product and copies thereof, produced by SAM, LLC pursuant to this Agreement shall remain the property of SAM, LLC, except documents which are to be filed with public agencies. Client further acknowledges that Client's right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
3. Copyright - The parties hereto agree that all protections of the United States and Texas state copyright laws shall be applicable to the work product to the benefit of SAM, LLC, including common law and statutory law, whether or not any copyright for such work product actually is registered, and without regard to whether or not such copyright actually applies to such work product.
4. Invoices - Invoices for fees and all other charges will be submitted monthly for all services rendered as the work progresses, and the net amount shall be due and payable as of the date of the invoice at SAM, LLC's office in Austin, Travis County, Texas.
5. Client's Obligation to Pay - Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received shall be construed as past due. To cover the costs of collection, all past-due amounts will incur a late charge of one and one-half percent (1 ½ %) per month until paid. The Client shall pay all attorney's fees or court costs incurred by SAM, LLC in collecting any past-due amounts. In the event that Client fails to pay SAM, LLC within sixty (60) days after invoices are rendered, then Client agrees that SAM, LLC shall have the right to stop or suspend work and consider the non-payment as grounds for a total breach of this Agreement.
6. Termination Of Services - This Agreement may be terminated by either party upon five (5) days' written notice, by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. SAM, LLC shall then be paid for the services completed up to the time of the termination date based upon the attached Rate Schedule.
7. Dispute Resolution – If a dispute arises out of or in connection with or relation to this Agreement, the parties shall endeavor reasonably to settle the dispute through direct discussions. If a dispute is not resolved through direct discussions, claims or disputes in connection with the services provided under this Agreement between Client and SAM, LLC shall be submitted to non-binding mediation in Austin, Travis County, Texas. In the event non-binding mediation does not result in resolution of the claim or dispute, the dispute shall be resolved by litigation in the courts of the state in which the services are performed, and the parties hereby consent and submit to exclusive venue in, and the exclusive jurisdiction of, such courts and waive all rights to proceed in any other venue or jurisdiction. Client and SAM, LLC agree to include a similar dispute resolution agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The substantially prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs, and expenses incurred by the prevailing party.



8. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of Texas.

9. Indemnification - The Client shall, to the fullest extent permitted by law, indemnify and hold harmless SAM, LLC, its officers, directors, members, managers, employees, agents, insurers and subconsultants (collectively "SAM Parties") from and against all damages, liabilities, penalties, fees, claims, suits and costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the SAM Parties of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of SAM, LLC.

10. Limitation Of Liability - In recognition of the relative risks, rewards and benefits of the project to both the Client and SAM, LLC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, total liability to the Client for any and all injuries, claims, suits, costs, liabilities, fees, losses, expenses, penalties, fines, damages or claim expenses arising out of this Agreement from any cause or causes shall not exceed the total fee paid by the Client to SAM, LLC, excluding any sales tax, for the services rendered. Such causes include, but are not limited to, SAM, LLC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Except for the indemnification provisions provided herein, neither party shall be liable to the other for consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill), regardless of the legal theory advanced or of any notice given as to the likelihood of such damages.

11. Authority - Client affirmatively represents and states that he/she is authorized to enter into this Agreement, either as the owner or an officer of Murfee Engineering Company, Inc., or as Company's duly authorized agent, trustee or receiver for the purpose of entering into this Agreement.

12. Professional Services - All engineering and surveying services are regulated under the Texas Board of Professional Engineers and Land Surveyors.

13. Use of Work Product - SAM, LLC acknowledges that Client is requesting services to be performed under the applicable work order(s) for the purpose of providing such information to other parties including, but not limited to, clients, customers, governmental entities and other interested parties. Client agrees that the work product prepared by SAM, LLC may not be altered in any way except for the addition of page numbers or exhibit captions necessary to incorporate that work product into other documents. SAM, LLC agrees to provide copies of the work product mutually agreed upon by both parties described in the work orders hereof.

14. Subpoenas or Requests for Information - In the event SAM, LLC or any of its personnel are requested or authorized by the Client or third parties with which the Client is involved in a claim or dispute or, are required by government regulation, subpoena, or other legal process, to produce any information or our personnel as witnesses with respect to the services performed by SAM, LLC hereunder, the Client will, so long as neither SAM, LLC nor its personnel are a party to the proceeding in which the information or personnel are sought, reimburse SAM, LLC for its professional time and expenses, as well as the actual fees and expenses of SAM, LLC's counsel, incurred in responding to such requests.

SURVEYING AND MAPPING, LLC (SAM, LLC)

COMPANY NAME: Murfee Engineering Company, Inc.

Signature: \_\_\_\_\_

Date: September 08, 2023

Printed Name: Donald J. Zdancewicz, RPLS

Title: Austin Survey Department Manager

Signature: \_\_\_\_\_

Date: 9/8/2023

Printed Name: Bryce Canady

Title: Vice President



Via Email: bwest@murfee.com

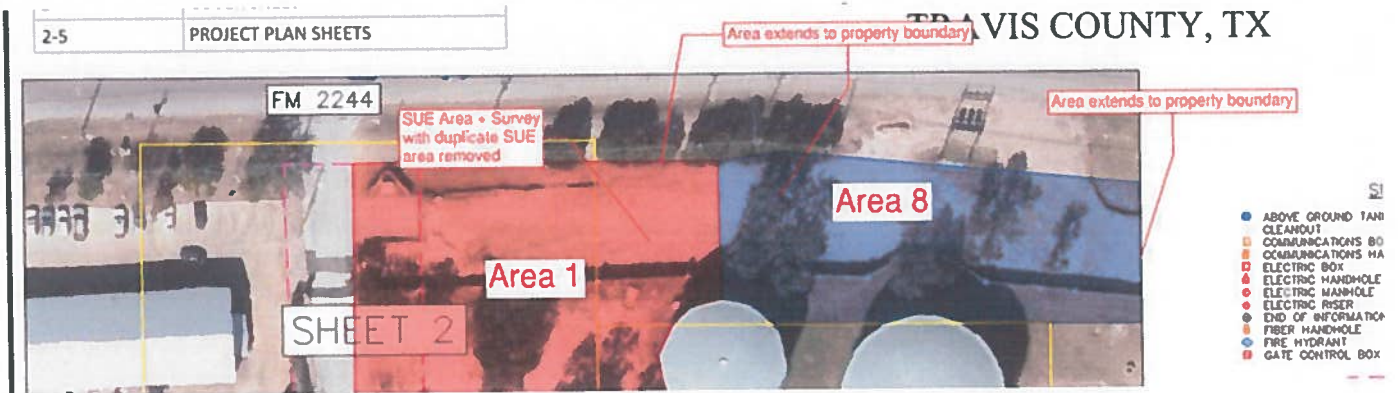
September 22, 2023  
Murfee Engineering Company, Inc.  
1101 S. Capital of Texas Hwy, Bldg. D  
Austin, TX 78746  
Attn: Blake West, P.E. Project Engineer

**CHANGE ORDER 01**

**Re: Uplands WTP Expansion  
Additional SUE services and Topographic Survey  
SAM Proposal No. 1023082186**

Dear Mr. West:

Per our conversations we need to adjust our fees for survey to accommodate the addition of Area 8 to our original scope and contract that was executed on September 8<sup>th</sup>, 2023. The image below shows the extents of Area 8. We request an additional \$1,250.00 to be added to our contract for this new portion to be completed. With this added effort our new Total Estimated Fee for the project will increase to \$65,825.00. Again, thank you for the opportunity to be of service. Please sign and return so that we may utilize this agreement as notice to proceed.



SURVEYING AND MAPPING, LLC (SAM, LLC)

COMPANY NAME: Murfee Engineering Company, Inc.

Signature: Brian Seeliger  
Date: September 22, 2023  
Printed Name: Brian R. Seeliger, SIT  
Title: Austin Survey Project Manager

Signature: Boyce Canady  
Date: 9/22/2023  
Printed Name: Boyce Canady  
Title: Vice President

**SAM COMPANIES**

4801 Southwest Parkway / Bldg. 2 Suite 100 / Austin, Texas 78735  
512.447.0575 Office / 512.326.3029 Fax / TBPELS #10064300

**sam.biz**



# MURFEE ENGINEERING COMPANY, INC.

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

## M E M O R A N D U M

---

**DATE:** 8/9/2023

**TO:** George Murfee

**FROM:** Blake West

**RE:** Above Ground Clearwell

**CC:** David Malish, Bryce Canady

**MEC File No.:** 11051-165

---

The purpose of this memorandum is to summarize the design decision to transition from an underground clearwell beneath the proposed building to an above ground clearwell adjacent to the existing disinfection tank.

### Background

An underground clearwell was selected for the Uplands WTP Expansion project during the preliminary engineer report phase of the project and outlined in the original October 2021 MEC design proposal. As the design progressed MEC coordinated with TCEQ through multiple meetings and emails between July 2022 and July 2023. While TCEQ initially responded favorably to the proposed underground clearwell, through subsequent meetings TCEQ developed strong opposition to the design despite MEC making design changes to address the concerns voiced by the agency. WTCPUA staff attended the most recent TCEQ meeting along with MEC on July 25<sup>th</sup>, 2023. In a follow up meeting between MEC and the WTCPUA, it was decided that the WTP Expansion design should be modified to remove the underground clearwell and construct an above ground clearwell instead.

### Clearwell Location

The Uplands WTP site does not have a significant amount of undeveloped space. The two areas identified in the PER as being available for development will be occupied by the Uplands WTP Expansion building and the solids handling equipment, requiring a new area within the property to be selected as

the future clearwell site. Through coordination with the PUA, the area directly adjacent to the existing disinfection tank, which is currently used for parking, will be selected for the proposed clearwell as shown in Figure 1 below.



Figure 1. Proposed Clearwell Location

### Permitting Considerations

No TCEQ chapter 290 or Contributing Zone Plan variances are expected to be required for the above ground clearwell. The property's front fence will need to be relocated approximately 21.5' towards Bee Cave Road which is expected to require a building offset variance from the City of Bee Cave.

A variance will need to be requested from the City of Bee Cave to allow for an exceedance in the allowable Total Phosphorus (TP) and Oil and Grease (O&G) pollutant loads. Currently, the area where the new clearwell is proposed drains through an existing vegetative filter strip (VFS) before leaving the property. The VFS provides sufficient reduction in TSS and is also meeting the TCEQ water quality

requirements. The topography of the site does not allow the area to drain via gravity to the existing water quality pond. However, the addition of the above ground clearwell tank would produce minimal TP loads and negligible O&G loads. Therefore, it is believed that a variance for these pollutant parameters is justified.

#### Clearwell Design

The volume of the underground clearwell was going to be approximately 2 million gallons. The proposed above ground clearwell will be 1.25 million gallons to fulfill the TCEQ minimum clearwell storage requirements. The finished floor and overflow elevations will be matched to the existing clearwell #2 so that they can be hydraulically connected.

# ITEM F

WTCPUA  
Effluent  
Management  
Master Plan



ENGINEERING | CONSULTING | MANAGEMENT

# Existing System and TLAP Analysis

## Supply Sources

Type	Name	Capacity
WWTPs	Lake Pointe	0.675 MGD
	Bohl's	0.325 MGD
Storage Ponds	Spillman	76.7 ac-ft
	Bohl's	100 ac-ft

## Demand Services

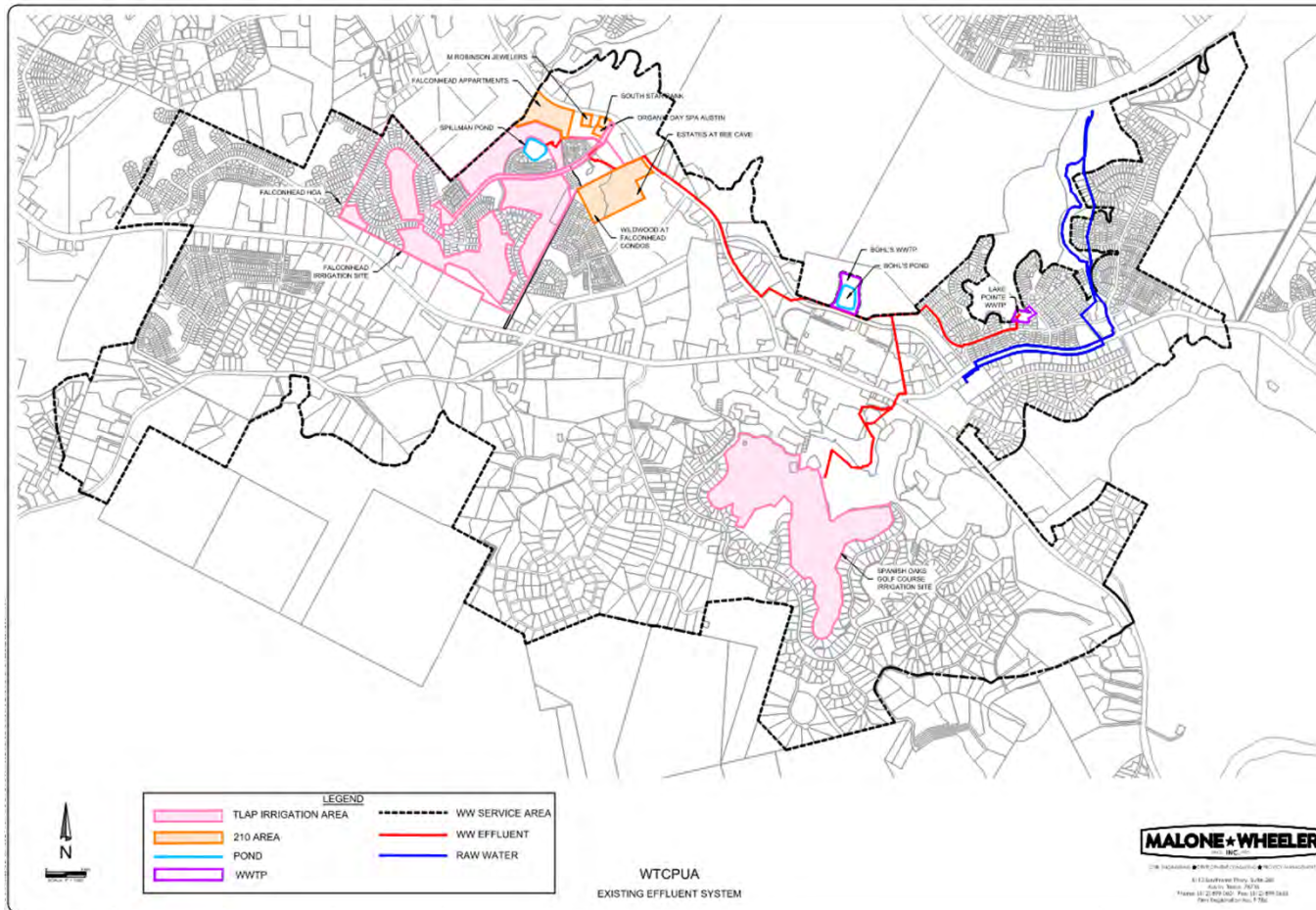
Type	Name	Area
WW Service Area	Bee Cave ETJ	6,000 ac
Irrigation Areas	Falconhead Golf Course and HOA	200 ac
	Spanish Oaks Golf Course	150 ac
210 Authorization	Falconhead Apartments	18.5 ac
	South Star Bank	2 ac
	M Robinson Jewelers	2 ac
	Wildwood at Falconhead Condos	13 ac
	Estates at Bee Cave	24.5 ac
	PFP Falconhead Retail	1.5 ac

## Permit Phasing

The WTCPUA is permitted to produce wastewater effluent and dispose of it under a TLAP.

- Interim Phase 1 Disposal
  - Maximum 1 MGD via surface irrigation of 350 acres of public access land
- Interim Phase 2 Disposal
  - Maximum 1.375 MGD via surface irrigation of 350 acres and DPR
  - Maximum Direct potable reuse (DPR): 375,000 gpd
- Interim Phase 3
  - Maximum 1.5 MGD via surface irrigation of 350 acres
  - DPR: 567,410 gpd
  - Subsurface area drip dispersal system (SADDS) of 53 acres of non-public access area: 232,590 gpd (max 0.1 gal/SF-day)
- Final Phase
  - Maximum 1.8 MGD via surface irrigation of 350 acres
  - DPR: 567,410 gpd
  - SADDS of 53 acres of non-public access area: 232,590 gpd (max 0.1 gal/SF-day)
- Effluent source for DPR and SADDS shall only be Bohl's Pond

# System Base Map



# Historical Wastewater Usage

## LUEs per Year

- Living Unit Equivalent (LUE) feeding the WWTPs from the 2014 Impact Study
- Effluent volume is dependent on wastewater available
- Wastewater volume is dependent on LUEs

Year	LUE
2018	4,252
2019	4,650
2020	4,854
2021	5,065

## Unit Usage

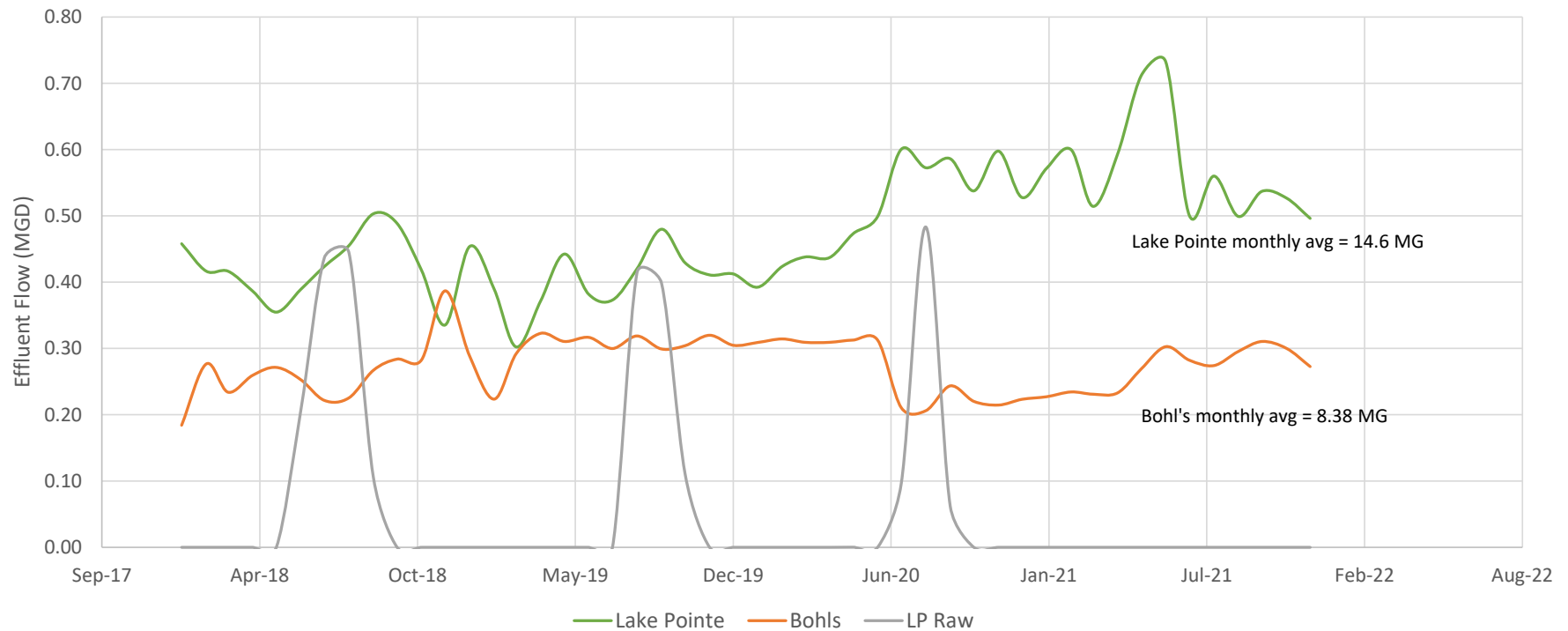
- The monthly effluent supply total divided by the number of LUEs yields the usage per LUE in units of gpd/LUE

Month	2018 [gpd/LUE]	2019 [gpd/LUE]	2020 [gpd/LUE]	2021 [gpd/LUE]
Jan	151	160	144	164
Feb	163	132	152	171
Mar	153	128	154	153
Apr	152	149	154	169
May	147	162	162	201
Jun	151	150	167	212
Jul	152	145	167	160
Aug	160	159	160	171
Sep	181	168	171	163
Oct	182	158	156	174
Nov	165	157	167	169
Dec	170	154	155	157
<b>Annual Average</b>	161	152	159	172



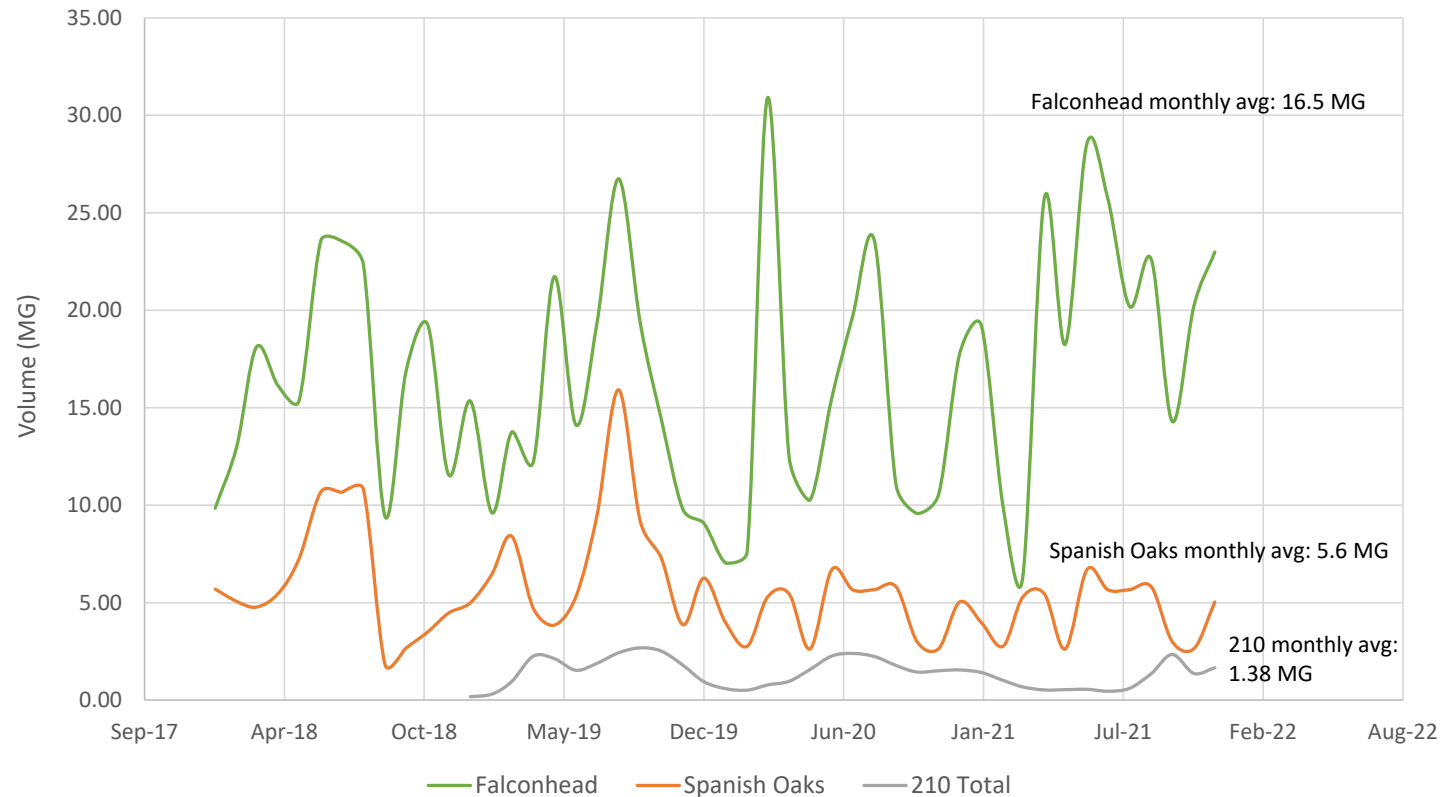
# Historical Effluent Supply

- Average effluent flows from Lake Pointe WWTP and Bohls WWTP are recorded weekly
- The weekly average flows were averaged monthly to determine the historical wastewater usage



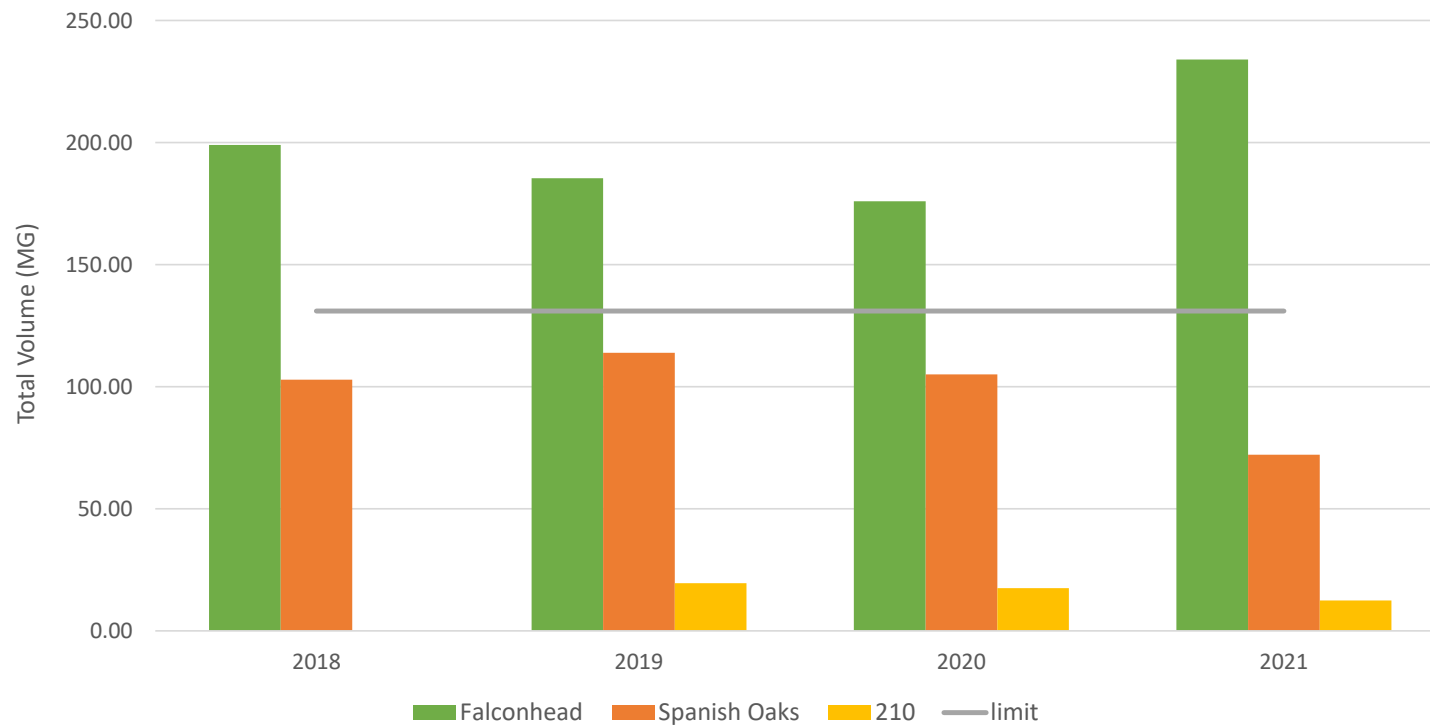
# Historical Effluent Demand

- The volume of effluent utilized at the TLAP irrigation areas is recorded daily
- The daily flows were used to calculate monthly totals effluent used at each irrigation site
- Irrigation is also permitted by the TCEQ under a 210 permit and recorded on a monthly basis.
- During 2021, the average effluent demand was 0.69 MGD, which is 69% of the TLAP permitted capacity for the Interim Phase 1.

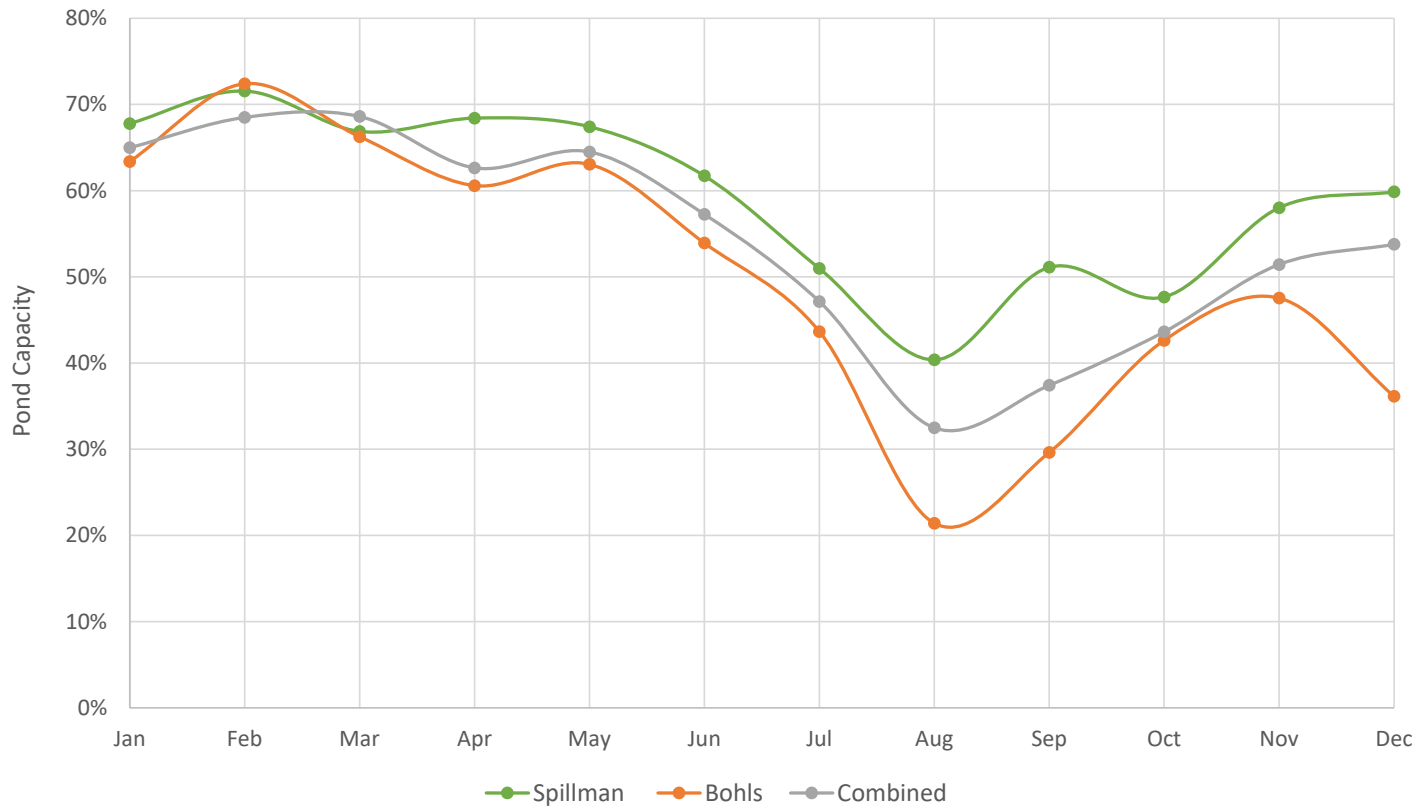


# Annual Effluent Usage

- For the past 4 years, Falconhead has exceeded its permitted irrigation limit of 3.4 ft per year (131 MG per year)



# Monthly Average Pond Capacities

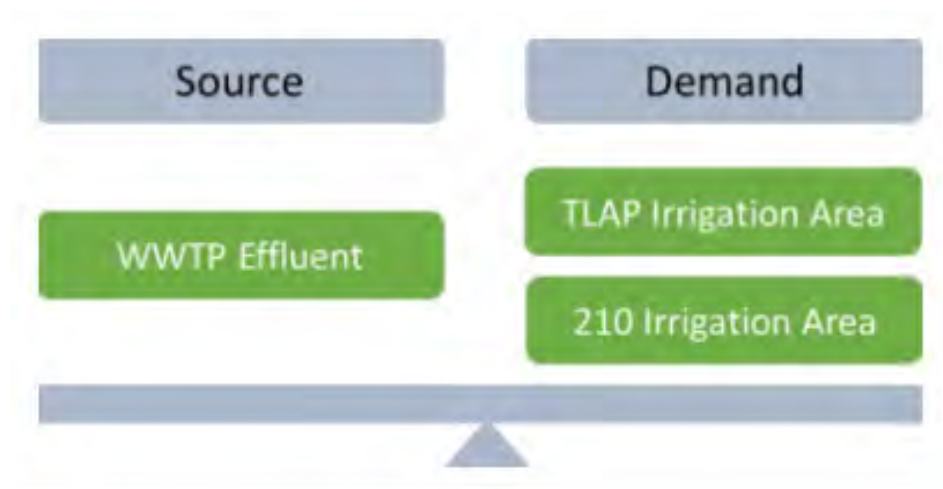


- The water level of both ponds is recorded weekly
- The weekly pond levels were averaged monthly in order to observe the seasonal fluctuations
- The pond level management controls are set to allow pond level fluctuations between 5% and 73% fullness.
- The lowest combined pond capacity has been 18%, and the highest 83%, with an average of 59%, meaning that the system is operating under normal irrigation conditions most of the year

# Water Balance

A water balance was performed to understand how the current effluent supply is being managed and to determine the best usage of future effluent volume. The existing Effluent Management System is comprised of the following:

- Supply sources: wastewater treatment plants
- Demand services: TLAP irrigation and 210 area irrigation.



# Water Balance

The overall goal of the water balance model is to project the future effluent water supply and determine the equivalent effluent demand with consideration of the future storage volume capacity. Theoretically, the difference between supply and demand must equal the change in storage.

$$\begin{array}{ccc} \text{Total Supply} & - & \text{Total Demand} & = & \text{Change in Pond} \\ \text{(20 MG)} & & \text{(18 MG)} & & \text{Storage (2 MG)} \end{array}$$

- The total volume available for storage is 178 ac-ft
- The water balance for future use was achieved by quantifying the effluent demands that would keep the water levels in the pond between the maximum storage capacity of 178 ac-ft and minimum capacity of 0 ac-ft
- As the effluent supply increases, the goal is to mitigate excess irrigation by the acquisition of additional area.

# LUE and Wastewater Supply Projections

## LUEs per Year

- Projected LUE quantities from the 2021 Impact Study

Year	Projected LUEs	Percent Growth (%)
2022	5,320	
2023	5,603	5
2024	5,822	4
2025	6,047	4
2026	6,271	4
2027	6,500	4
2028	6,706	3
2029	6,900	3
2030	7,083	3
2031	7,260	2

## Projected Monthly Supply (MGD)

- The future unit usage was determined by calculating the average over the historical four-year period. The future unit usage was then multiplied by each year's projected number of LUEs to determine the future supply quantities on both annual and monthly basis.

Month	2022	2023	2024	2025	2026
Jan	0.76	0.76	0.80	0.89	0.92
Feb	0.76	0.76	0.80	0.89	0.91
Mar	0.72	0.73	0.76	0.84	0.87
Apr	0.77	0.77	0.81	0.90	0.92
May	0.83	0.83	0.87	0.97	0.99
Jun	0.84	0.84	0.88	0.98	1.01
Jul	0.77	0.77	0.81	0.90	0.92
Aug	0.80	0.80	0.84	0.93	0.96
Sep	0.84	0.84	0.88	0.98	1.01
Oct	0.82	0.83	0.86	0.96	0.99
Nov	0.81	0.81	0.85	0.95	0.98
Dec	0.78	0.79	0.82	0.91	0.94
<b>Annual Average</b>	0.79	0.79	0.83	0.92	0.95

# Irrigation Demand Projections

	4 yr average - Ideal				4 yr average - Managed			
	Unit Usage	Falconhead	Spanish Oaks	Total	Unit Usage	Falconhead	Spanish Oaks	Total
Month	MG/ac	MG	MG	MG	MG/ac	MG	MG	MG
Jan	0.04	8.8	6.6	15	0.06	13	6.6	19
Feb	0.04	7.1	5.4	12	0.05	10	5.4	15
Mar	0.04	8.1	6.1	14	0.09	17	6.1	23
Apr	0.04	7.8	5.8	14	0.08	17	5.8	22
May	0.04	7.9	5.9	14	0.08	16	5.9	22
Jun	0.07	13	9.9	23	0.10	20	9.9	30
Jul	0.09	18	13	31	0.11	22	13	35
Aug	0.11	21	16	38	0.12	23	16	39
Sep	0.06	13	9.6	23	0.08	16	9.6	25
Oct	0.05	9.9	7.4	17	0.07	14	7.4	21
Nov	0.04	7.2	5.4	13	0.07	15	5.4	20
Dec	0.05	9.4	7.0	16	0.08	15	7.0	22
<b>Total</b>	<b>0.66</b>	<b>131</b>	<b>98</b>	<b>230</b>	<b>0.99</b>	<b>199</b>	<b>98</b>	<b>297</b>

- Falconhead Golf Club has historically used more effluent than required to maintain the golf course; Spanish Oaks has only used the effluent deemed necessary. Therefore, total amount of water used by Spanish Oaks is a good measure of the volume required to maintain a golf course.
- The volume required for irrigation varies seasonally, so the total monthly water used at Spanish Oaks, in MG, was divided by the area of the irrigation site to determine the volume required per acre of land per month. This unit usage, in MG/ac, for the Spanish Oaks golf course serves as an “ideal” irrigation amount.
- Falconhead’s irrigation volume was used to come up with a unit usage for “managed” irrigation.



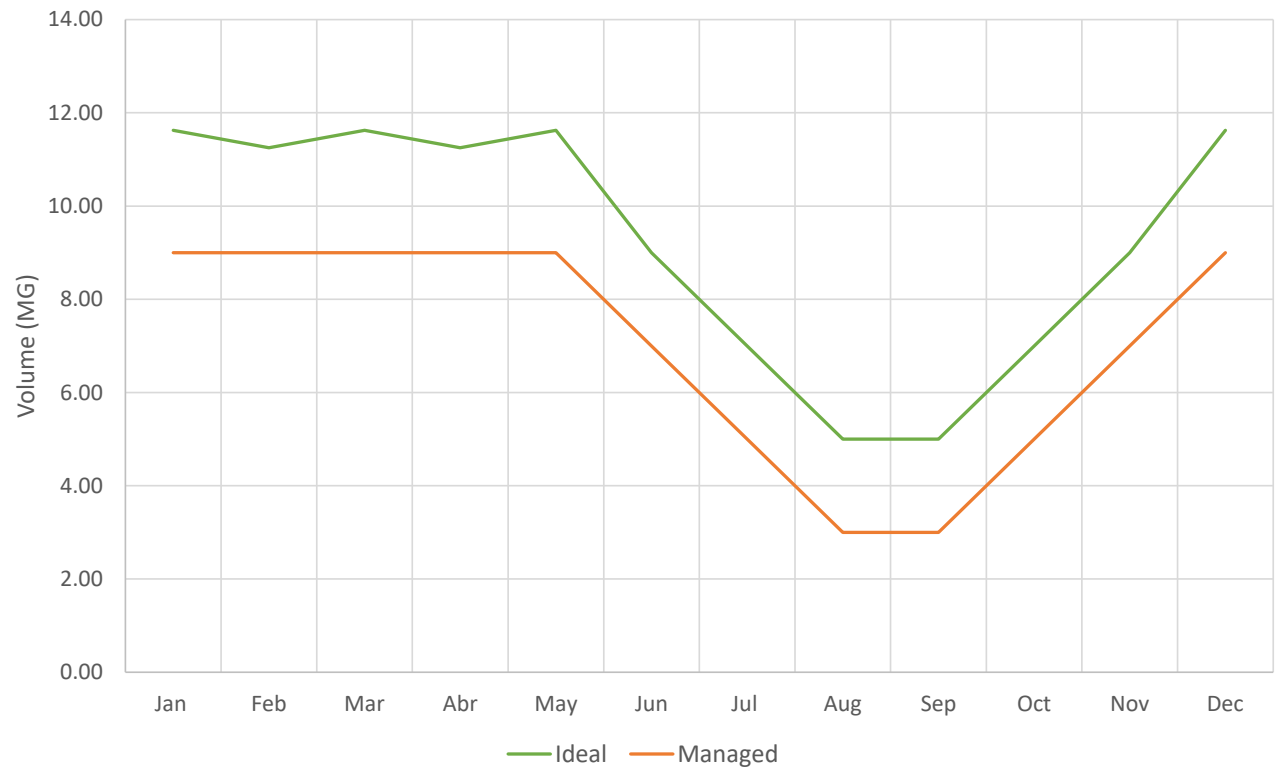
# 210 Projections

- The demand needed by the 210 areas was calculated by averaging the monthly irrigation totals of the three years of available data.

Month	Falconhead Apts	South Star	M Robinson	Wildwood	Estates	PFP	Total
Jan	0.285	0.003	0.024	0.221	0.176	0.015	0.724
Feb	0.177	0.003	0.046	0.171	0.188	0.023	0.608
Mar	0.370	0.002	0.073	0.189	0.122	0.044	0.799
Apr	0.400	0.002	0.105	0.321	0.060	0.359	1.247
May	0.392	0.011	0.137	0.386	0.116	0.371	1.412
Jun	0.512	0.048	0.139	0.376	0.251	0.123	1.449
Jul	0.508	0.073	0.152	0.433	0.242	0.170	1.577
Aug	0.547	0.059	0.152	0.539	0.219	0.241	1.756
Sep	0.742	0.051	0.097	0.549	0.251	0.249	1.938
Oct	1.107	0.061	0.060	0.426	0.242	0.200	2.097
Nov	0.663	0.027	0.078	0.371	0.244	0.173	1.557
Dec	0.686	0.018	0.064	0.322	0.201	0.097	1.386
							16.551

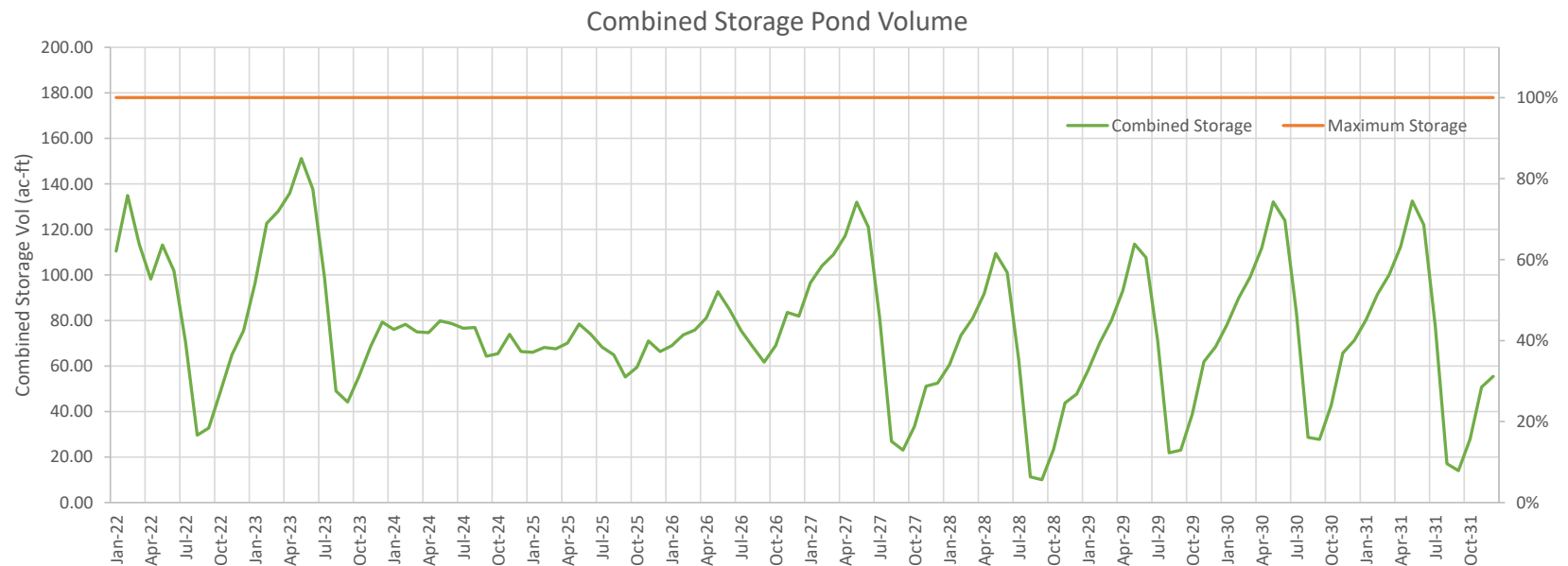
# DPR Plant Projected Use

- Starting from Interim II phase of the TLAP permit, the TCEQ authorized direct potable reuse (DPR) as a usage for the system's effluent with a maximum flow of 375,000 gpd (11.63 MG per month).
- For the ideal future water balance: there is not enough effluent available to operate the DPR plant at full capacity during the summer months
- For the managed future water balance: there is not enough effluent available to operate the DPR plant at full capacity year round
- Seasonal curves were developed for both future water balances



# Future Water Balance - Ideal

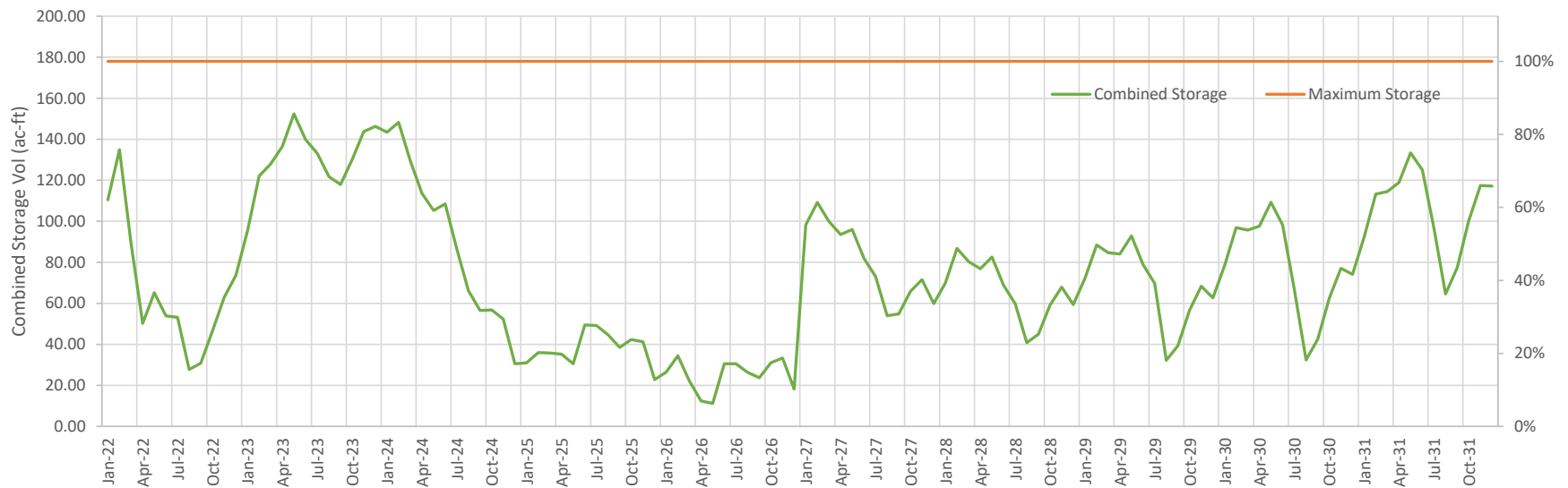
- Falconhead irrigates ideal amount, no extra volume, except for 2022 and 2023, and Spanish Oaks continues with ideal irrigation
- Same 210 areas continue using effluent for irrigation
- DPR plant starts operations in January of 2024 and follows the ideal DPR curve
- The potential irrigation area added is 5 acres in 2023 with a growth rate of 3 acres per year, until 2030 when the growth rate increases to 25 acres per year
- Raw water needs to be added to the system during the summers of 2024, 2025, and 2026.



# Future Water Balance - Managed

- Falconhead continues with managed irrigation and Spanish Oaks continues with ideal irrigation
- Same 210 areas continue using effluent for irrigation
- DPR plant starts operations in January of 2024 and follows the managed DPR curve
- No effluent available for additional irrigation areas
- Raw water needs to be added to the system during the summers from 2023 to 2029

Combined Storage Pond Volume



# Water Balance Findings

## Ideal vs Managed Irrigation Scenarios

	Ideal	Managed
Additional Irrigation Area	Initial: 5 ac in 2023 Growth: 3 ac/yr until 2029 25 ac/yr from 2030	Initial: 0 ac Growth: 0 ac
Managed Irrigation Use	2023 (only)	Always
DPR Capacity	Max: 11.63 MG Min: 5 MG	Max: 9 MG Min: 3 MG
Raw Water Use	2024-2026	2023-2029
Storage Vol	15-130 ac-ft	15-135 ac-ft
Cost	\$0 per year	\$210,000 per year

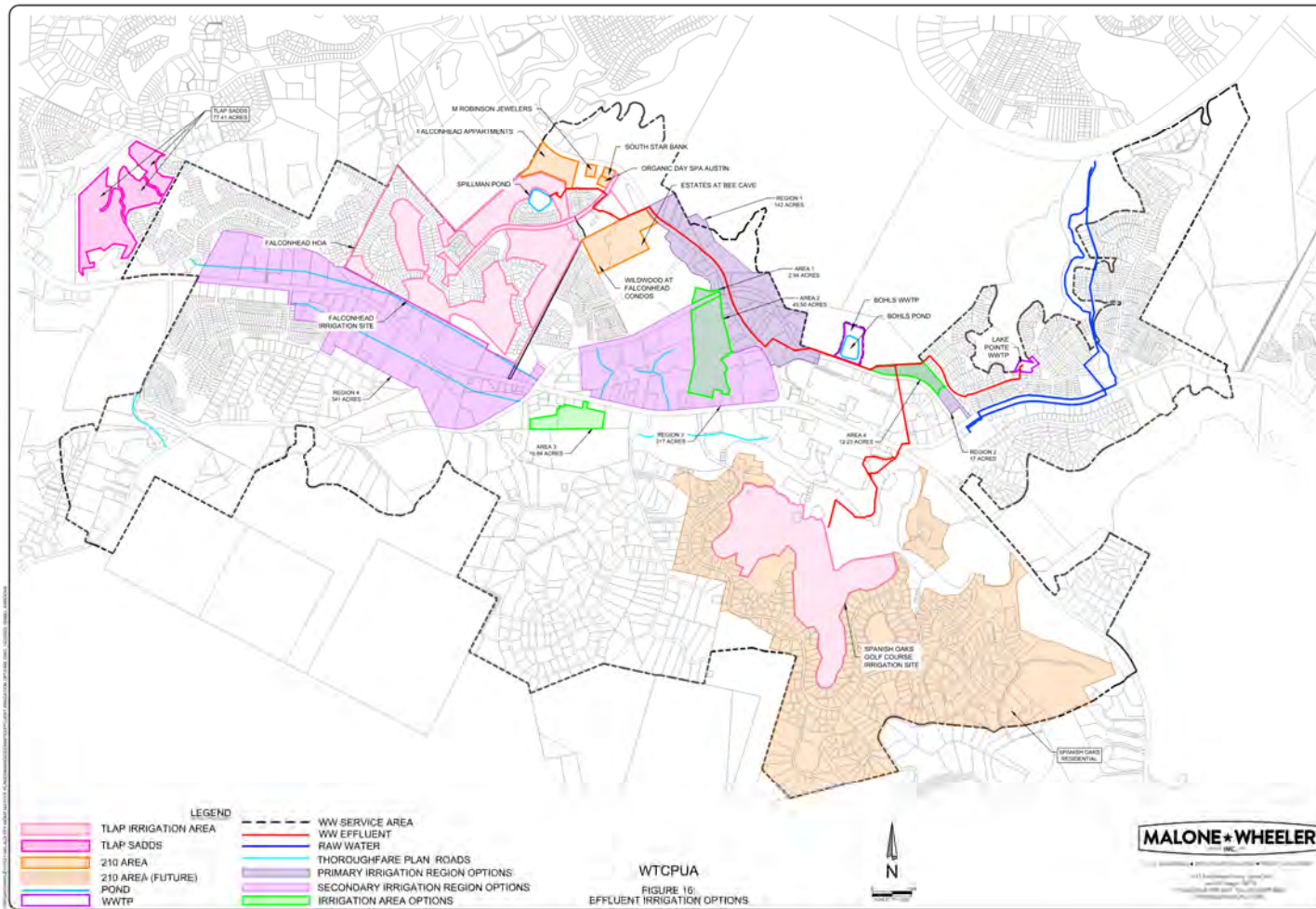
## Additional Irrigation Volume Available on Ideal Irrigation Scenario

Year	Effluent Management Requirement (MG)
2023	5
2024	8
2025	11
2026	14
2027	17
2028	20
2029	23
2030	48
2031	73

# Identification of Potential Irrigation Areas

Area	Owner	Acres	Current Use	Future Land Use Classification	Proximity to Proposed Thoroughfare Road (Y/N)	Existing Nearby Effluent Infrastructure (Y/N)
1	Village of Bee Cave	2.84	Bee Cave Central Park	Suburban Neighborhood	Y	N
2	Village of Bee Cave	45.5	Bee Cave Central Park	Rural Neighborhood	N	N
3	Lake Travis Youth Association	19.84	Sports Fields	Rural Neighborhood	N	N
4	City of Bee Cave	12.23	Open Field / Pocket Park	Suburban Neighborhood	N	Y

# Potential Irrigation Areas Map



# **ITEM G**





CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

---

## Work Authorization Proposal

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

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

### Scope of Services:

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

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

Phase I implementation of the EMMP will involve the pursuit, development, design and construction of irrigation areas in accordance with the recommendations of the EMMP. The efforts are categorized by task below, with estimated budgets reflecting the anticipated level of effort following.

### Task 1 – Identification and Advocacy

This task provides for the efforts necessary to identify and advocate for specific projects, including research, correspondence, meetings, development of mutually beneficial frameworks, exhibit preparation, calculations, coordination with WTCPUA General Manager, etc.

### Task 2 – Agreement Support

Agreement support is envisioned to include internal meetings, coordination, and correspondence related to the development of the frameworks established in Task 1 into term sheets and ultimately draft agreements. Engineering services associated with these efforts are technical analysis of the appropriate agreement vehicle, review and comment regarding feasibility, design, implementation, operation, etc. as relates to or provided for in the agreement; development of exhibits as necessary to support the terms of the agreement; and meetings and consultation regarding agreement terms and associated cost:benefit analysis.

### Task 3 – Preliminary Engineering

Engineering services as necessary to establish the design inputs for development of plans and specifications, including location, sizing, layout, orientation, conflict resolution, subsurface utility engineering, etc.

### Task 4 – Design & Specification

M/W will prepare construction documents including plans and a complete project manual for the installation of irrigation facilities in accordance with the relevant agreement, applicable regulations, TLAP and/or 210 Authorization, preliminary

---

5113 Southwest Parkway, Suite 260, Austin, Texas 78735 T: 512.899.0601  
Firm Registration No. F-786 ★ [www.malonewheeler.com](http://www.malonewheeler.com)

# AUTHORIZATION

engineering, and in coordination with the parties to the agreement to ensure that implementation is in accordance with the letter and intent of the contractual understanding. Projects will be coordinated with existing and proposed CIP facilities to ensure compatibility and efficiency in execution.

## **Task 5 – Permits, Authorizations, Approvals**

M/W will assist the WTCPUA in identification of jurisdictional approvals required, preparation of application packages, analyzing comments and development of strategy, meeting with review staff to ensure complete understanding, and response to comment to secure the requisite approvals for construction.

## **Task 6 – Procurement & construction administration**

Assist in advertising, bidding, and award of the project in accordance with applicable provisions of the Texas Water Code (TWC) and Local Government Codes. Services shall include: coordination of publication of advertisement in accordance with TWC, response to plan holder RFIs, issuance of addenda if required, review of bids and contractor qualifications, presentation of a recommendation of award to the CLIENT, and issuance of a Notice of Award pursuant to the contract documents. Representation during construction as well as oversight, management, and observation of the construction project to ensure compliance with the contract documents and design. Services shall include: submittal review, comment, and approval; RFI analysis and response; contractor correspondence and coordination; project schedule tracking; on-site observations and documentation; pay application review and processing; change order review, negotiation, and processing (if necessary); maintenance of project documentation; start-up and testing observations; issuance of a letter of concurrence; recommendations to the WTCPUA on facility acceptance; contract close-out; and warranty inspection.

## **Compensation:**

This project will be billed on a Time and Materials (T & M) basis with an estimated fee as tabulated below.

*Table 1: Budget Summary*

<b>Task</b>	<b>Estimated Fee</b>
Identification and Advocacy	\$13,750
Agreement Support	\$18,500
Preliminary Engineering	\$26,000
Design & Specification	\$142,000
Permits, Authorizations, Approvals	\$62,000
Procurement & construction administration	\$76,000
<b>Total</b>	<b>\$338,250</b>

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

# AUTHORIZATION

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

## Approved by CLIENT

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

Printed Name: Jennifer Riechers

Title: General Manager

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

=

## Approved for Malone/Wheeler, Inc.

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

Printed Name: Dennis Lozano, P.E.

Title: Principal

Date: October 13<sup>th</sup>, 2023

# **ITEM H**



# Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives

**WHEREAS,** West Travis County Public Utility Agency  
 ("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

**WHEREAS,** it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

**WHEREAS,** the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

**NOW THEREFORE,** be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in its name in TexPool/TexPool Prime, for the purpose of transmitting local funds for investment in TexPool/TexPool Prime.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

### Authorized Representatives of the Participant

These individuals will be issued P.I.N. numbers to transact business via telephone with a Participant Service Representative.

1.			5   1   2   5   0   1   8   0   8   6
	Signature		Telephone Number
	Jennifer Riechers		5   1   2   2   6   3   2   2   8   9
	Printed Name		Fax Number
	General Manager		jriechers@wtcpua.org
	Title		Email
2.			5   1   2   5   0   1   8   0   8   2
	Signature		Telephone Number
	Jennifer Smith		5   1   2   2   6   3   2   2   8   9
	Printed Name		Fax Number
	Controller		jsmith@wtcpua.org
	Title		Email
3.			5   1   2   5   0   1   8   0   8   5
	Signature		Telephone Number
	Keli Kirkley		5   1   2   2   6   3   2   2   8   9
	Printed Name		Fax Number
	Accounting Supervisor		kkirkley@wtcpua.org
	Title		Email
4.			
	Signature		Telephone Number
	Printed Name		Fax Number
	Title		Email

**Authorized Representatives of the Participant (continued)**

5.	<input type="text"/>	<input type="text"/>
	Signature	Telephone Number
	<input type="text"/>	<input type="text"/>
	Printed Name	Fax Number
	<input type="text"/>	<input type="text"/>
	Title	Email
6.	<input type="text"/>	<input type="text"/>
	Signature	Telephone Number
	<input type="text"/>	<input type="text"/>
	Printed Name	Fax Number
	<input type="text"/>	<input type="text"/>
	Title	Email

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Jennifer Smith  
Printed Name

In addition and at the option of the Participant, additional authorized representative(s) can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1.	<input type="text"/>	<input type="text"/>
	Printed Name	Title
	<input type="text"/>	<input type="text"/>
	Telephone Number	Fax Number
	<input type="text"/>	<input type="text"/>
		Email
2.	<input type="text"/>	<input type="text"/>
	Printed Name	Title
	<input type="text"/>	<input type="text"/>
	Telephone Number	Fax Number
	<input type="text"/>	<input type="text"/>
		Email
3.	<input type="text"/>	<input type="text"/>
	Printed Name	Title
	<input type="text"/>	<input type="text"/>
	Telephone Number	Fax Number
	<input type="text"/>	<input type="text"/>
		Email
4.	<input type="text"/>	<input type="text"/>
	Printed Name	Title
	<input type="text"/>	<input type="text"/>
	Telephone Number	Fax Number
	<input type="text"/>	<input type="text"/>
		Email
5.	<input type="text"/>	<input type="text"/>
	Printed Name	Title
	<input type="text"/>	<input type="text"/>
	Telephone Number	Fax Number
	<input type="text"/>	<input type="text"/>
		Email
6.	<input type="text"/>	<input type="text"/>
	Printed Name	Title
	<input type="text"/>	<input type="text"/>
	Telephone Number	Fax Number
	<input type="text"/>	<input type="text"/>
		Email

**Authorized Representatives of the Participant (continued)**

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool/TexPool Prime receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the

19 day of October, 2023.

**Document is to be signed by a Board Officer, Mayor or County Judge and attested by a Board Officer, City Secretary or County Clerk.**

West Travis County Public Utility Agency

Name of Participant

**SIGNED:**

[Signature line]

Signature

M. Scott Roberts

Printed Name

Board President

Title

**ATTEST:**

[Signature line]

Signature

Walt Smith

Printed Name

Board Secretary/Treasurer

Title

**Delivery Instructions**

Please return this document to **TexPool Participant Services:**

**Email:** [texpool@dstsistemas.com](mailto:texpool@dstsistemas.com)

**Fax:** 866-839-3291



# TexPool Investment Pools Participation Agreement

## Preamble

This participation agreement (the "**Agreement**") is made and entered into by and between the Comptroller of Public Accounts (the "**Comptroller**"), acting through the Texas Treasury Safekeeping Trust Company (the "**Trust Company**"), Trustee of the Texas Local Government Investment Pool (TexPool) and TexPool Prime, (collectively the "**TexPool Investment Pools**"), and West Travis County Public Utility Agency (the "**Participant**").

**WHEREAS**, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the "**Acts**") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

**WHEREAS**, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

**WHEREAS**, TexPool and TexPool Prime are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

**WHEREAS**, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

**WHEREAS**, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

**WHEREAS**, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

**WHEREAS**, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

**NOW THEREFORE**, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

## Article I: Definitions

**"Account"** shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

**"Authorized Investments"** shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

**"Authorized Representative(s) of the Participant"** shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

**"Authorized Representative(s) of the Trust Company"** shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

**"Board"** shall mean the advisory board provided for in the Investment Act (as defined below).

**"Investment Act"** shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.

**"Investment Policy"** shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.

**"Letter of Instruction"** shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.



## Article I: Definitions (continued)

**"Operating Procedures"** shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

**"Participant"** shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

**"Resolution"** shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

## Article II: General Administration

### Section 2.01. TexPool Investment Pools Defined.

- (a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

### Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

### Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

**Section 2.04. Ownership Interest.** Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

**Section 2.05. Independent Audit.** TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

**Section 2.06. Liability.** Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

## Article III: Participant Requirement

**Section 3.01. The Participation Agreement.** The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools. The Participant must provide an updated Resolution designating Authorized Representatives within 5 business days of the departure of any Authorized Representative of the Participant.

### Section 3.02. Operating Procedures.

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

**Article IV: Investments**

**Section 4.01. Investments.** All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

**Section 4.02. Failed Investment Transaction.** In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

**Section 4.03. Investment Earnings and Losses Allocation.** All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

**Section 4.04. Commingling of Accounts.** Participant agrees that monies deposited in TexPool and TexPool Prime, may be commingled with all other monies held in TexPool and TexPool Prime, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

**Article V: Fees, Expenses and Reports**

**Section 5.01. Fees and Expenses.** The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

**Section 5.02. Reports.** A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

**Section 5.03. Confidentiality.** The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

**Article VI: Miscellaneous**

**Section 6.01. Notices.** Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the **Participant**:

West Travis County Public Utility Agency

Participant

13215 Bee Cave Pkwy STE B110

Address

Bee Cave TX 78738

City

State

Zip

5122630125 5122632289

Telephone

Fax

**Article VI: Miscellaneous (continued)**

To **Trust Company** with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company  
Attn: TexPool Investment Pools  
Rusk State Office Building  
208 East 10th Street  
Austin, TX 78701  
Telephone: (512) 463-4300  
FAX No.: (512) 463-4368

To **TexPool Investment Pools** with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services  
1001 Texas Ave., Suite 1150  
Houston, TX 77002  
Telephone: 1-866-839-7665 (1-866-TEX-POOL)  
FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

**Section 6.02. Taxpayer Identification Number.** The Participant's taxpayer identification number assigned by the Internal Revenue Service is: 30-0713672. The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notified, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

**Section 6.03. Severability.** If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

**Section 6.04. Execution of Counterparts.** This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 6.05. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

**Section 6.06. Captions.** The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

**Section 6.07. Amendments.**

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

**Section 6.08. Termination.** This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

**Section 6.09. Term.** Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

**Section 6.10. Assignment.** The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

**Article VI: Miscellaneous (continued)**

In **Witness Whereof**, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

**Document is to be signed by a Board Officer, Mayor or County Judge, Certificate of Incumbency is to be signed by a Board Officer, City Secretary or County Clerk.**

West Travis County Public Utility Agency

Name of Participant

**SIGNED:**

Signature

Signature

M. Scott Roberts

Printed Name

Board President

Title

1 | 0 | 1 | 9 | 2 | 0 | 2 | 3

Date

**TEXAS TREASURY SAFEKEEPING TRUST COMPANY  
COMPTROLLER OF PUBLIC ACCOUNTS:**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**CERTIFICATE OF INCUMBENCY:**

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

**IN WITNESS WHEREOF**, I have duly executed this certificate as of the 1 | 9 day of October, 2 | 0 | 2 | 3.

Signature

Signature

Walt Smith

Printed Name

Board Secretary/Treasurer

Title

**Delivery Instructions**

Please return this document to **TexPool Participant Services:**

**Email:** texpool@dtsystems.com

**Fax:** 866-839-3291

# ITEM I



## 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 19, 2023

Mr. David Knapp  
Artek Investments  
3801 N. Capital of Texas Hwy, Ste. E 240-180  
Austin, TX 78746

Re: Service Availability PW-2023-40-SER  
Live Oak Springs Phase 2  
9406 Morninghill Dr  
Austin TX, 78737  
WTCPUA Project # 290-23-027

Mr. David Knapp,

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed forty-six lot single-family subdivision. Service Availability for forty-three (43) LUEs of 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 forty-three (43) LUEs of water service within three (3) months of the date of the letter.
2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Water service is available upon the full payment of water impact fees for 43 LUEs. 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.
3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.

4. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Developer, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.
6. Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including engineering review fees and legal fees.
7. The Developer and/or Retail Customers shall pay all fees for each new service connection in the Proposed Development, including but not limited to tap fees, meter drop-in fees and Impact Fees.
8. 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 Determination from Travis County, or secure an approved subdivision plat in Travis County, Texas for the Property within four (4) years from the date of this letter.
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 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 has been released from the City of Austin ETJ. The proposed project is situated within Travis County and the Edwards Aquifer Contributing Zone.
13. The proposed project is subject to the West Travis County Public Utility Agency plat requirements.

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.

Mr. David Knapp  
Page 3  
October 19, 2023

Sincerely,

Jennifer Riechers  
General Manager

Accepted by:

REG Sawyer Ranch LVE, LP

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.



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

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

WHEREAS, Developer currently owns and plans to develop approximately 104 acres of land within the WTCPUA’s water service area as shown on the attached Exhibit A (the “Proposed Development”); and

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

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

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

**ARTICLE I**

**DEFINITIONS, HEADINGS AND INTERPRETATION**

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

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

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

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

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

**ARTICLE II**  
**SERVICE COMMITMENT**

**Section 2.1 WTCPUA to Provide Service.** For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide 43 LUEs of retail water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. Water service will be available upon receipt of full payment of water impact fees for 43 LUEs. Payment may be received within 30 days of the Effective Date of this agreement in accordance with Section 4.2 or as specified in Section 4.3 of this agreement. In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 43 LUEs. 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.

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

**Section 2.3 USFWS Compliance.** The Developer shall adopt one of the alternative water quality measures required for the Proposed 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.

**ARTICLE III**  
**FACILITIES FOR THE PROPOSED DEVELOPMENT**

**Section 3.1 Construction of Facilities.** Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer

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

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

#### **ARTICLE IV** **COMMENCEMENT OF SERVICE BY WTCPUA**

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

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

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

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

Developer agrees and understands that the WTCPUA's commitment of 43 LUEs of water service runs with and is assigned to the Proposed Development.

**Section 4.2** **Impact Fees.** Developer shall pay water Impact Fees for 43 LUEs. Developer agrees to pay such Impact Fees to WTCPUA within thirty (30) days of the Effective Date as consideration for WTCPUA’s agreement to make capacity available in the WTCPUA System in the timeframe set out in this Agreement. Otherwise, Developer and/or Retail Customers in the proposed development shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development.

**Section 4.3.** **Reservation Fees.** If Developer does not pay Impact Fees within thirty (30) of the Effective Date of this Agreement, Developer shall annually pay Reservation Fees for water service during the Reservation Period. Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the date of the Written Service Commitment times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period (“Due Date”). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in “reserved status” for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable. If Reservation Fees are not paid on the Due Date, such nonpayment shall be an event of default. **If Developer fails to pay Reservation Fees on the Due Date, the WTCPUA may terminate this Agreement, with immediate effect, by giving notice to the Developer.** Any remaining LUEs for which Reservation Fees are not paid will no longer be considered in “reserved status” and such nonpayment will be considered a breach of contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

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

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 43 LUEs of water has not been installed in accordance with WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years’ Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA’s commitment of 43 LUEs of water service runs with and is assigned to the Proposed Development.

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

**ARTICLE V**  
**TERM; DEFAULT**

**Section 5.1** **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the “Effective Date”). WTCPUA may terminate this agreement upon written notice to Developer for any of the 43 LUEs for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

**Section 5.2** **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money to WTCPUA and is not capable of being cured within thirty days, WTCPUA may terminate this Agreement upon written notice to Developer. Upon termination of this Agreement, including termination for nonpayment of Reservation Fees, WTCPUA will retain all payments made, if any, by Developer to the WTCPUA made under this Agreement and WTCPUA shall have no duty to extend water service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.
  
- (b) In the event that WTCPUA defaults on or materially breaches any one or more of the provisions of this Agreement, Developer shall give WTCPUA thirty (30) days to cure such default or material breach after Developer has made written demand to cure the same and before Developer files suit to enforce the Agreement. In the event of default by WTCPUA, Developer may, as its sole and exclusive remedy either: (a) seek specific performance or a writ of mandamus from a court of competent jurisdiction compelling and requiring WTCPUA and its officers to observe and perform their obligations under this Agreement; or (b) if specific performance and a writ of mandamus are barred by governmental immunity, then pursue all other legal and equitable remedies. A breach is material if WTCPUA violates its obligations and responsibilities as set forth in this Agreement.



confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

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

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

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

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

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

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

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

*[Signature pages to follow]*



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

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

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

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

ATTEST:

\_\_\_\_\_

**ARTEK INVESTMENTS**

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

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

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

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

**EXHIBIT A**

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

P:\00343 David Knapp\001 Live Oak Springs\05\_CADD-Live Oak Springs\Exhibits\20231112\_exh Phase 1 & 2.dwg 10/12/2023 2:14 PM

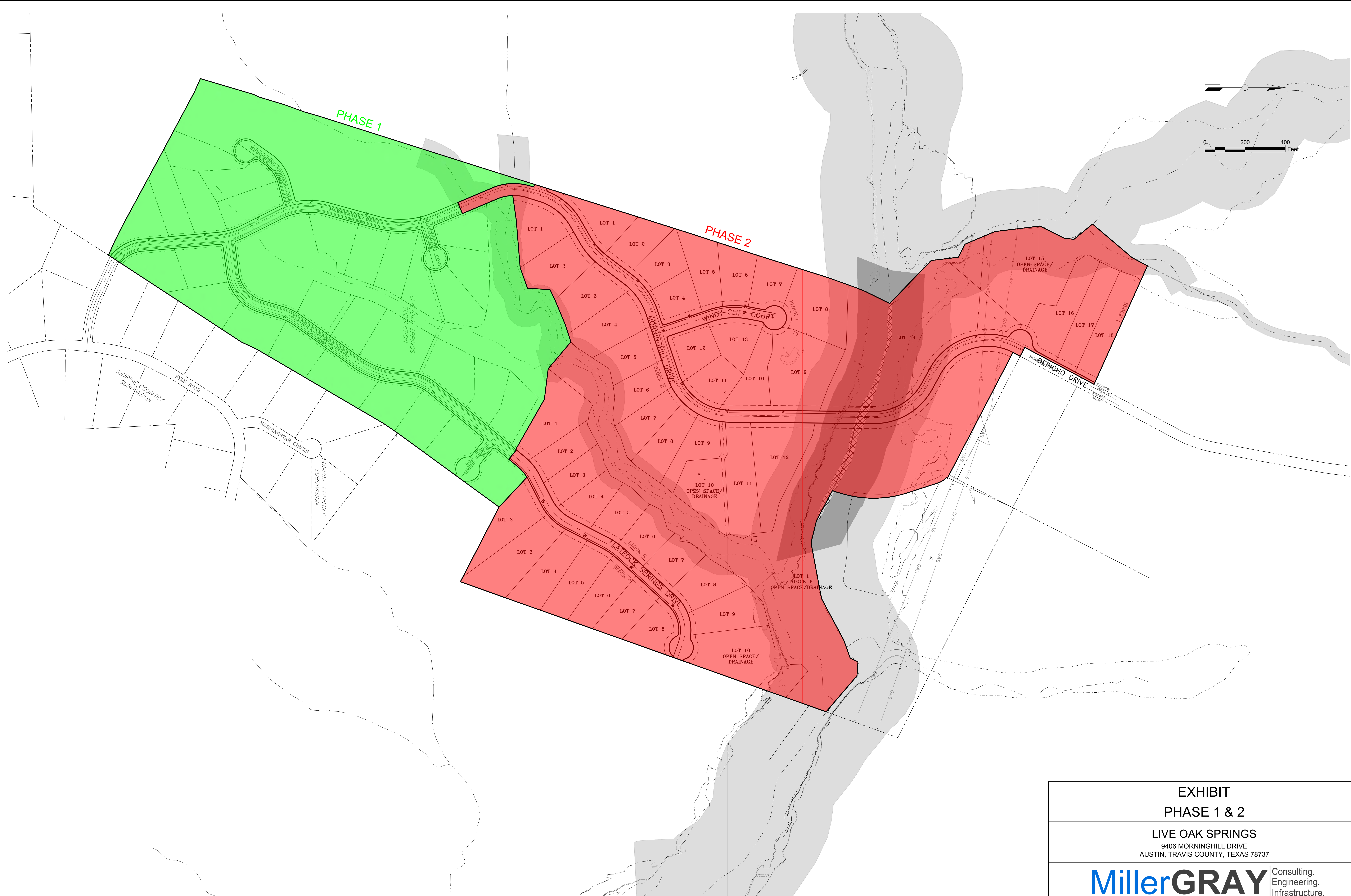


EXHIBIT  
PHASE 1 & 2

LIVE OAK SPRINGS  
9406 MORNINGHILL DRIVE  
AUSTIN, TRAVIS COUNTY, TEXAS 78737

**MillerGRAY** Consulting.  
Engineering.  
Infrastructure.

7320 NORTH MOPAC EXPRESSWAY, SUITE 203, AUSTIN, TEXAS 78731  
WWW.MILLER-GRAY.COM • PHONE: (512) 861-5300 • TPPELS FIRM REG. NO. F-16302

# ITEM J

**WTCPUA**  
**Ledgestone Terrace Waterline Relocation**  
**Bid Opening**

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

Thursday, October 12, 2023, at 2:00 p.m.

	Company	Base Bid
1	Nelson Lewis, Inc.	\$231,142.00
2	Austin Engineering Co	\$271,795.00
3	EVT Construction	\$106,236.00

An official Bid Tabulation and Recommendation of Reward will follow after reviewing each bid.

# ITEM K





or designee Work Authorization Proposals that include the project description, scope of work, staff descriptions, hours per staff, hourly rates, and total cost. Consultant shall not provide any Services to the PUA without prior written approval of the General Manager of the PUA.

**Section 2.** Term. The term of this Agreement (“Term”) shall commence on the last date signed by either Party (the “Effective Date”) and be for a period of one (1) year from the date hereof and shall continue thereafter for successive one-year periods until termination by either Party.

**Section 3.** Performance Standards. Consultant agrees that Consultant will, in accordance with all professional and ethical requirements, faithfully, industriously, and to the best of Consultant’s ability, experience and talent, perform to the reasonable satisfaction of the Board of Directors of the PUA, the Services requested.

**Section 4.** Termination. This Agreement may be terminated unilaterally at any time by either Party hereto by providing thirty (30) days advance written notice to the other Party.

**Section 5.** Invoicing. Consultant shall invoice the PUA for the Services provided on a monthly basis, and the PUA shall have thirty (30) calendar days upon receipt of each invoice to pay such invoice. Invoices shall be formatted per PUA requirements and include the Work Authorization Description, PUA Work Authorization Number, authorized amount, current invoice amount, and total amount invoiced to date. Each invoice shall also include a breakout of tasks completed, hourly rate per task and total hours per task. Work Authorizations that exceed the authorized amount shall require an Amendment to the Work Authorization prior to invoices being approved for payment.

**Section 6.** Records. All records and documents related to the Services shall be the PUA’s property. Upon termination of this Agreement, said records and documents shall be promptly delivered by Consultant to the PUA or the PUA’s designee.

**Section 7.** Insurance. Consultant shall provide and maintain in full force and effect at Consultant’s expense a professional liability insurance policy in the minimum amount of \$1,000,000 conditioned that Consultant will faithfully perform the Services under terms of this Agreement.

**Section 8.** Prior Agreements. This Agreement represents the entire agreement of the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

**Section 9.** Conflict of Interest. Consultant agrees that for the duration of this Agreement, Consultant will not engage, either directly or indirectly, in any activity that might adversely affect the PUA or its affiliates. Consultant further agrees to disclose to the PUA any other facts of which Consultant becomes aware that might involve or give rise to a conflict of interest or potential conflict of interest.

**Section 10. Amendment.** This Agreement may be amended only by express written agreement signed by both Parties.

**Section 11. Independent Contractor.** The relationship of Consultant to the PUA is that of independent contractor for all purposes under this Agreement, including for the purposes of applicable wage, tax, fringe benefit and worker compensation laws. This Agreement is not intended to create, and shall not be construed as creating, between Consultant and PUA, the relationship of principal and agent, joint ventures, co-partners or other similar relationship, the existence of which is hereby expressly denied.

**Section 12. Waiver.** Each Party may specifically, but only in writing, waive any breach of this Agreement by the other Party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other Party. The failure on the part of either Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

**Section 13. Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas. All actions taken by the Parties in the performance of their obligations under this Agreement shall be deemed to have been taken in Travis County, Texas.

**Section 14. Severability.** Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of the Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

**Section 15. Counterparts.** This Agreement may be executed in separate counterparts.

IN WITNESS THEREOF, Consultant, by its duly authorized officer, and the PUA, with the approval of a majority of the Board of Directors, have executed this Agreement, effective on the Effective Date.

*[Signature pages to follow]*

**HALFF ASSOCIATES, INC.**



By:

Joey Roberts, PE, CFM, MPA

Public Works Team Leader

Date: September 21, 2023

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: \_\_\_\_\_  
Scott Roberts  
President, Board of Directors

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

ATTEST:

\_\_\_\_\_  
Walt Smith  
Secretary, Board of Directors

(SEAL)

# **EXHIBIT A**

## **Engineering Services**

### **1. SCOPE OF SERVICES**

The scope of engineering services to be performed by Halff shall be as follows:

#### ***1.1 PROJECT DESCRIPTION***

1. Halff proposes to perform comprehensive engineering plan review services for new proposed developments within the West Travis County Public Utility Agency's (WTCPUA) service area boundaries outside the corporate limits or ETJ of the City of Bee Cave and outside the City of Dripping Springs corporate limits. Plan reviews will be for water quality measures, water systems, and/or wastewater systems as applicable.

#### ***1.2 DETAILED SCOPE OF SERVICES***

##### **PHASE I — Preconstruction Plan Review**

Phase I includes reviewing pre-construction plans, site plans, and final plats for proposed developments. It is our understanding developers will submit service extension requests (SERs) for new service to the WTCPUA. Once SERs are approved, the developer will prepare and submit plans and specifications, site plan and final plat for water and/or wastewater infrastructure to provide service to the development. Preliminary plats may be accepted for review on a case by case basis. WTCPUA will provide the SER plan submittal information above to Halff for water quality review and analysis. Halff will provide formal written comments for Phase 1 to WTCPUA. All communication with the developers will be by WTCPUA.

##### **Water Quality Review**

For development density of no more than 1 LUE per 1 acre of gross site area, Halff shall perform a water quality review of the plans and specifications, site plan, and final plat for compliance with WTCPUA Service and Development Policies Service Level A.

For projects where Service Level A is not pertinent, Halff shall perform a water quality review of the plans and specifications, site plan, and final plat for compliance with the applicable WTCPUA Service and Development Policies for Service Level B.

##### **Water/Wastewater System Review**

Halff's services may include the following:

- Overall review of the project concept plan.
- Modeling the existing system with the new criteria from the proposed development.

- Pipe size determination.
- Connection locations.
- CIP coordination.
- 75% - 90% Guideline determination.
- Any other requirements (pumping, storage, valves, manholes, treatment, etc.).

## **PHASE II — Post Construction Compliance Review**

Phase 2 includes reviewing the project construction for compliance with proposed water quality measures. Halff will perform a visual review of the project site to verify that the facilities were constructed in substantial compliance with approved water quality requirements per approved project plans and specifications, site plan and final plat. The Standard Operating Procedure (SOP) for this compliance review will be provided to Halff by WTCPUA. All communication with the developers will be by WTCPUA.

## **EXCLUSIONS**

Halff's services do not include the following:

- Water, wastewater, and/or water quality/drainage design.
- Hydraulic or hydrologic modeling.
- Construction inspection/observation.
- Materials testing.

## **2. WTCPUA'S RESPONSIBILITIES**

To not delay the services of Halff, WTCPUA shall do the following in a timely manner:

### ***2.1 Provide Existing Data***

WTCPUA will provide Halff the following information as requested:

- Project information and correspondence by others.
- Project plans and specifications, site plan and final plat.
- Latest version of WTCPUA Service and Development Policies, including application of:
  - 2000 USFWS Recommendations
  - RG348, including Appendices A and B.
  - OEM.
  - SOP for Phase II compliance review.
  - Existing water and wastewater plans in and near project area.
  - The latest version of WTCPUA's standards, specifications, and details.
  - The latest version of WTCPUA's water and wastewater models.

As WTCPUA's standards, specifications, details, models, etc. or water quality regulations change or are modified by others, WTCPUA will provide to Halff the latest version in a timely manner. Any requests by WTCPUA for Halff to modify this information shall be considered additional services and will be invoiced per approved WTCPUA work

authorizations in accordance with Exhibit B — Fee Schedule. WTCPUA agrees to bear total responsibility for accuracy and content of WTCPUA furnished documents. Existing data delivered to Halff by WTCPUA remains the property of WTCPUA and must be returned to WTCPUA after completion of the PROJECT.

## **2.2 Provide Access**

Arrange for access to property owned by WTCPUA. Right-of-Entry (ROE) for private property will be performed by WTCPUA on behalf of Halff.

## **2.3 WTCPUA Representative**

WTCPUA shall designate a representative to act as Halff's point of contact for this contract.

# **3. SCHEDULE**

## **3.1 Schedule**

Halff's services shall be performed in a timely manner consistent with due and reasonable diligence and sound professional practices. The plan review schedule for each project will be determined and agreed upon by WTCPUA and Halff at the time the project is assigned based on the specifics of that project. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

## **3.2 Completion of Services**

Halff's services under each item of the Scope of Work shall be considered complete on the date when the submissions for that item have been accepted by WTCPUA.

## **3.3 Changes**

If WTCPUA requests significant modifications or changes in the Scope of Services, general scope, extent or character of the PROJECT, the time of performance of Halff's services, compensation and schedule shall be adjusted equitably.

## **3.4 Written Authorization for Additional Work**

Any provision in this AGREEMENT notwithstanding, it is specifically understood and agreed that Halff shall not authorize or undertake any work pursuant to this AGREEMENT which would require the payment of any fee, expense or reimbursement in addition to the fees stipulated in Section 4, (Payment for Services) of this AGREEMENT, without first having obtained the specific written authority to do so from WTCPUA.

# **4. PAYMENT FOR SERVICES**

## **4.1 Payment for Services shall be as follows:**



The estimated fees for Services below and the hourly rates in Exhibit B are valid through 2018. If the contract extends beyond 2018, Halff reserves the right to renegotiate the rates at the beginning of each calendar year. Direct costs will be billed at actual invoice x 1.1. These fees will be billed monthly as established in Exhibit B — Fee Schedule.

#### ***4.2 Fee Summary***

**Phases I and II** — Services for Phase I and II will be invoiced in accordance with Work Authorizations pre-approved by the WTCPUA in accordance with Exhibit B — Fee Schedule. Any proposed change in Work Authorization scope and/or cost will require prior WTCPUA approval.

## **Exhibit B**

### **Half Hourly Rate Schedule**

(Rates are valid through 2023)

Principal	\$ 318
Project Manager	\$ 247
Senior Project Engineer	\$ 184
Project Engineer	\$ 140
EIT	\$ 121
Senior Environmental Scientist	\$ 168
Environmental Scientist	\$ 92
CADD Technician	\$ 88
Clerical	\$ 87

## **VII. STAFF REPORTS**

# ITEM A



# General Manager's Report

October 19, 2023

## Personnel Updates

New Employees:

Nicholas Vargas, Jr., Line Maintenance Department, System PM Tech  
Roman Morales, Line Maintenance Department, System PM Tech  
Joe Cruz, Line Maintenance Department, Line Crew  
Ben Buzan, Meter Tech Department, Meter Tech I  
Ray Lopez, Line Maintenance Department, Line Crew  
Pat Ruschmyer, Line Maintenance Department, Line Crew

## Significant Meeting Updates

8/22/23 Meeting with Lake Travis ESD No. 6/Lake Travis Fire Rescue, WCID 17 and Lakeway Emergency Management Coordinator regarding wild fire coordination between agencies.

8/23/23 60% Design Workshop-Uplands WTP Expansion at Murfee Engineering Company, Inc.

8/31/23 Meeting with Halff and Associates regarding available grant options.

9/7/23 Meeting with The Boring Company regarding boring process for future water supply.

9/14/23 Meeting with City of Dripping Springs representatives related to Wholesale Water Service Agreement.

9/14/23 PUA Special Meeting.

9/15/23 Meeting with Bryce Canady and PUA staff regarding effluent options for irrigation drip fields.

9/18/23 Meeting with TCEQ representatives regarding Beneficial Water Recycling Project.

9/19/23 Attended Travis County Commissioners Court meeting for questions regarding 1080 TM project.

---

9/20/23 Meeting with Lake Travis ISD regarding proposed elementary school on Hamilton Pool Road.

9/20/23 Quarterly CIP Update Meeting at Murfee Engineering Company office.

9/21/23 Meeting with City of Bee Cave regarding Water Treatment Plant expansion variance requests.

9/26/23 Visit to Falconhead Golf Course to discuss potential effluent disposal project.

9/27/23 Effluent management planning meeting.

## Updates

### Late Fees/Disconnects

#### September

125 delinquent notices were mailed to Hwy. 290 customers on 9/6/23. 19 accounts were disconnected on 9/26/23.

137 delinquent notices were mailed to Hwy. 71 customers on 8/21/23. 28 accounts were disconnected on 9/6/23.

## **ITEM B**



West Travis County Public Utility Agency

# Budget Variance Report

As Of: 9/30/2023

Fund: 10 - General Fund

	CURRENT MONTH			YEAR TO DATE			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%
<b><u>REVENUE SUMMARY</u></b>							
Water Revenue	3,110,364	2,756,235	354,129	26,826,855	26,730,000	96,855	100%
Wastewater Revenue	472,146	453,629	18,517	5,395,047	5,230,000	165,047	103%
SER Project Revenue	76,396	88,146	(11,750)	1,825,727	1,660,000	165,727	110%
Other Income	11,101	3,750	7,351	93,284	45,000	48,284	207%
Investment Income	86,168	3,750	82,418	463,573	45,000	418,573	1030%
Investment Unrealized Gain (Loss)	(2,464)	-	(2,464)	51,179	-	51,179	0%
<b>TOTAL REVENUE</b>	<b>3,753,711</b>	<b>3,305,510</b>	<b>448,201</b>	<b>34,655,665</b>	<b>33,710,000</b>	<b>945,665</b>	<b>103%</b>
<b><u>EXPENSE SUMMARY</u></b>							
Water	528,542	600,992	72,450	5,527,031	5,926,800	399,769	93%
Wastewater	183,047	201,895	18,848	2,743,815	2,590,050	(153,765)	106%
Electromechanical	32,931	54,623	21,692	456,152	718,200	262,048	64%
Line Maintenance	74,434	99,550	25,116	1,024,401	1,309,500	285,099	78%
SER Projects	41,677	16,250	(25,427)	205,983	195,000	(10,983)	106%
Engineering	22,375	27,564	5,189	306,868	359,200	52,332	85%
Customer Service	27,791	32,807	5,016	347,402	425,800	78,398	82%
Meter Tech	47,092	54,135	7,043	635,937	694,750	58,813	92%
Information Technology	21,115	42,162	21,047	404,767	599,700	194,933	67%
Admin	175,944	555,865	379,921	2,244,756	3,172,100	927,344	71%
Transfers Out	3,821,250	3,821,250	-	23,855,000	23,855,000	-	100%
<b>TOTAL EXPENSE</b>	<b>4,976,198</b>	<b>5,507,093</b>	<b>530,895</b>	<b>37,752,112</b>	<b>39,846,100</b>	<b>2,093,988</b>	<b>95%</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>(1,222,487)</b>	<b>(2,201,583)</b>	<b>979,096</b>	<b>(3,096,447)</b>	<b>(6,136,100)</b>	<b>3,039,653</b>	



# Balance Sheet-All Funds

## Account Summary

As Of 9/30/2023

MajorGroup	10 - General Fund	20 - Rate Stabilization Fund	30 - Facilities Fund	40 - Debt Service Fund	50 - Capital Projects Fund	60 - Impact Fee Fund	Total
<b>Asset</b>							
10 - Cash & Cash Equivalents	\$ 29,126,303	\$ 2,015,649	\$ 1,717,567	\$ 11,570,941	\$ 29,142,649	\$ 1,589,932	\$ 75,163,041
11 - Investments	3,205,841	3,176,320	6,102,662	13,182,850	25,708,719	30,242,566	81,618,958
12 - Receivables	5,157,841	-	-	-	-	-	5,157,841
17 - Deposits	36,087	-	-	-	241,612	-	277,699
<b>Total Asset:</b>	<b>\$ 37,526,072</b>	<b>\$ 5,191,969</b>	<b>\$ 7,820,229</b>	<b>\$ 24,753,791</b>	<b>\$ 55,092,980</b>	<b>\$ 31,832,498</b>	<b>\$ 162,217,539</b>
<b>Liability</b>							
30 - Accounts Payable	\$ 691,168	\$ -	\$ 536,259	\$ -	\$ 1,622,282	\$ -	\$ 2,849,709
31 - Refundable Deposits	2,297,910	-	-	-	-	-	2,297,910
32 - Other Accrued Liabilities	574,620	-	-	-	-	-	574,620
<b>Total Liability:</b>	<b>3,563,698</b>	<b>-</b>	<b>536,259</b>	<b>-</b>	<b>1,622,282</b>	<b>-</b>	<b>5,722,239</b>
<b>Equity</b>							
50 - Fund Balances	37,058,821	5,092,007	8,576,832	21,936,497	51,591,548	33,638,406	157,894,111
<b>Total Beginning Equity:</b>	<b>37,058,821</b>	<b>5,092,007</b>	<b>8,576,832</b>	<b>21,936,497</b>	<b>51,591,548</b>	<b>33,638,406</b>	<b>157,894,111</b>
Total Revenue	34,655,665	106,132	4,204,666	17,275,431	10,250,829	4,372,900	70,865,623
Total Expense	37,752,112	6,170	5,497,528	14,458,137	8,371,679	6,178,808	72,264,434
<b>Revenues Over/Under Expenses</b>	<b>(3,096,447)</b>	<b>99,962</b>	<b>(1,292,862)</b>	<b>2,817,294</b>	<b>1,879,150</b>	<b>(1,805,908)</b>	<b>(1,398,811)</b>
<b>Total Equity and Current Surplus (Deficit):</b>	<b>33,962,374</b>	<b>5,191,969</b>	<b>7,283,970</b>	<b>24,753,791</b>	<b>53,470,698</b>	<b>31,832,498</b>	<b>156,495,300</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b>\$ 37,526,072</b>	<b>\$ 5,191,969</b>	<b>\$ 7,820,229</b>	<b>\$ 24,753,791</b>	<b>\$ 55,092,980</b>	<b>\$ 31,832,498</b>	<b>\$ 162,217,539</b>

# Income Statement-All Funds

## Account Summary

For the Period Ending 9/30/2023

	10 General Fund	20 Rate Stabilization Fund	30 Facilities Fund	40 Debt Service Fund	50 Capital Projects Fund	60 Impact Fee Fund	Total
<b>Revenue</b>							
60 - Water Revenue	\$ 26,826,855	\$ -	\$ -	\$ -	\$ -	\$ 3,262,633	\$ 30,089,488
61 - Wastewater Revenue	5,395,047	-	-	-	-	204,855	5,599,902
62 - SER Project Revenue	1,825,727	-	-	-	-	-	1,825,727
68 - Other Income	93,284	-	-	-	-	-	93,284
69 - Investment Income	463,573	54,974	107,506	248,573	661,712	408,949	1,945,287
69 - Investment Unrealized Gain (Loss)	51,179	51,158	97,160	204,404	422,450	496,463	1,322,814
89 - Bond Proceeds	-	-	-	-	-	-	-
90 - Other Financing Sources (Uses)	-	-	4,000,000	16,822,454	9,166,667	-	29,989,121
<b>Revenue Total:</b>	<b>34,655,665</b>	<b>106,132</b>	<b>4,204,666</b>	<b>17,275,431</b>	<b>10,250,829</b>	<b>4,372,900</b>	<b>70,865,623</b>
<b>Expense</b>							
70 - Water Expense	5,527,031	-	-	-	-	-	5,527,031
71 - Wastewater Expense	2,743,815	-	-	-	-	-	2,743,815
72 - Shared Operations Expense	1,480,553	-	-	-	-	-	1,480,553
74 - SER Project Expense	205,983	-	-	-	-	-	205,983
79 - Shared Admin Expense	3,939,730	6,170	10,262	20,279	38,205	44,687	4,059,333
80 - Capital Outlay	-	-	5,487,266	-	8,334,974	-	13,822,240
88 - Debt Service	-	-	-	14,437,858	(1,500)	-	14,436,358
89 - Bond Issuance Costs	-	-	-	-	-	-	-
90 - Other Financing Sources (Uses)	23,855,000	-	-	-	-	6,134,121	29,989,121
<b>Expense Total:</b>	<b>37,752,112</b>	<b>6,170</b>	<b>5,497,528</b>	<b>14,458,137</b>	<b>8,371,679</b>	<b>6,178,808</b>	<b>72,264,434</b>
<b>Current Surplus (Deficit):</b>	<b>\$ (3,096,447)</b>	<b>\$ 99,962</b>	<b>\$ (1,292,862)</b>	<b>\$ 2,817,294</b>	<b>\$ 1,879,150</b>	<b>\$ (1,805,908)</b>	<b>\$ (1,398,811)</b>

# ITEM C



**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

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

**Operations Report**  
**October 2023**

**Executive Summary**

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

**Environmental Compliance**

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

**Water and Wastewater Process Summary: August 2023**

<b>Water Treatment Plant</b>	<b>Actual</b>
AVG Raw Water	16.069 MGD
AVG Treated Water	16.038 MGD
PEAK Treated Water	17.510 MGD
AVG CFE Turbidity	0.08 NTU
AVG Chlorine	3.06 mg/L

<b>Lake Point WWTP</b>	<b>Actual</b>	<b>Permit Limit</b>
AVG Flow	0.518 MGD	0.675 MGD
MAX Flow	0.659 MGD	
AVG CBOD	1.20 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.06 mg/l	2 mg/L
AVG Turbidity	1.19 mg/l	3 mg/L

<b>Bohls WWTP</b>	<b>Actual</b>	<b>Permit Limit</b>
AVG Flow	0.197 MGD	0.325 MGD
MAX Flow	0.300 MGD	
AVG CBOD	1.60 mg/l	5 mg/L
AVG Fec.Coli	1.20 mg/l	20 mg/L
AVG NH3	0.23 mg/l	2 mg/L
AVG Turbidity	1.50 mg/l	3 mg/L

---

## Water and Wastewater Process Summary: September 2023

<b>Water Treatment Plant</b>	<b>Actual</b>
AVG Raw Water	13.325 MGD
AVG Treated Water	13.804 MGD
PEAK Treated Water	16.724 MGD
AVG CFE Turbidity	0.05 NTU
AVG Chlorine	2.82 mg/L

<b>Lake Point WWTP</b>	<b>Actual</b>	<b>Permit Limit</b>
AVG Flow	0.399 MGD	0.675 MGD
MAX Flow	0.559 MGD	
AVG CBOD	1.38 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.15 mg/l	3 mg/L

<b>Bohls WWTP</b>	<b>Actual</b>	<b>Permit Limit</b>
AVG Flow	0.200 MGD	0.325 MGD
MAX Flow	0.300 MGD	
AVG CBOD	1.38 mg/l	5 mg/L
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.09 mg/l	3 mg/L

## Electromechanical Department Update

### Water Treatment Plant

- Replacement of HSP #3(per 5-yr plan).
  - Pump has arrived and will be installed during winter.
- Replacement of HSP #2(per 5-yr plan).
  - Pump has arrived and will be installed during winter.
- PM of general electrical devices completed.
- Completed fire suppression system inspections and provided monitoring.
- Removed large amounts of plastic from lagoon pump #1

### Raw Water Intake

- Ordered Pump #4 replacement Per 5yr plan.
  - Expected to arrive late October 2023.

### Pump Station #3

- Performed PM on air compressor.

---

#### **Pump Station #4**

- Corrected Fail to Open issue with Pump Control Valve #2.

#### **Pump Station #5**

- Replaced limit switch on remote valve.

#### **Pump Station #7**

- Ordered Pump #4 replacement per 5-year plan.
  - Pump is on site; installation planned for winter months.
- Pump Control Valve #4 replacement per 5-yr plan.
  - PCV is on site; installation planned for winter months.

#### **Lakepointe WWTP**

- Completed PM on Blowers 1-4.
- Replaced breaker on Influent pump #4.
- Ordered replacement media for filters 1&2.
- Replaced breaker on Effluent Pump #4.
- Replaced overload relay on PLT #1 EQ Pump #1.
- Replaced failed disconnect for Influent panel.
- Installed RPZ on main potable line.
- Ordered replacement HMI for filter #1.

#### **Bohls WWTP**

- Replaced air compressor motor, belt, overload relay and solenoid valve.
- Replaced float switch on barscreen.
- Completed PM on Blowers 1-3.
- Dewatering equipment installation is completed and unit is online.

#### **Lift Station #9**

- Replaced level transducer.

#### **Lift Station #10**

- Replaced level transducer.

#### **Lift Station #11**

- Pump #2 replacement per 5-yr plan.
  - Pump has arrived.

#### **Lift Station #16**

- Generator replacement per 5-yr plan has been ordered; expected to arrive mid-2024.
  - Cummins is not receiving natural gas motors due to embargo issues which has led us to switch to a diesel-powered generator and will need to be approved by the Board.

---

### **Lift Station #21**

- Pulled and cleared debris from Pump #1.

### **Communication Project**

- Phase 2(Lake Pointe Area)
  - Lift stations 3, 6, 7, and the Lakepointe WWTP are in process.

### **Staff**

- Department employees have been signed up for either Basic Water or Wastewater classes for further education.

## **Line Maintenance Department Update**

### **New Water Taps/ Connections:**

- 8 Heritage Oaks – Installed water tap
- 13112 Trail Driver St. – Installed water tap
- 13900 Trail Driver St. – Installed water tap
- 13910 Trail Driver St. – Installed water tap
- 11306 Trail Driver St. – Installed water tap
- 12909 Trails End – Installed water tap
- 9202 Zyle Rd. – Installed water tap
- 11306 Zyle Rd. – Installed water tap
- 13010 S. Madrone Trail – Installed water tap
- 9116 Robinson Family Rd. -Installed water tap
- 10701 Oak Valley Court – Installed water tap
- 14309 FM 1826 – Installed water tap
- 8405 Bear Creek – Installed water tap
- 9500 Flintrock Circle – Installed water tap
- 13400 Paisano Trail – Installed water tap

### **Leak repairs:**

- 10501 Oak Valley Trail – Repaired leak on service line.
- 8704 Bear Creek – Repaired leak on 4” mainline.
- 706 Cottonwood Creek – Repaired leak on service line
- 12009 Pleasant Panorama – Repaired leaking curb stop

---

**Leak repairs:** Leaks caused by contractors

- None

**Hydrants:**

Surveying, inspecting, and performing maintenance - 290 area

- Hydrant hit by car – 14501 Falcon Head Blvd, 2<sup>nd</sup> time

**Street /WW manholes:**

- Began surveying, inspecting, and performing maintenance

**Misc. repairs/projects:**

Assisted contractor with flow test from fire hydrants at Hwy 71 and HPR

**Staff:**

2 Open positions, and 2 new positions were filled in the Line Maintenance Department.



# ITEM D

# MURFEE ENGINEERING COMPANY, INC.

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

## M E M O R A N D U M

**DATE:** October 12, 2023  
**TO:** BOARD OF DIRECTORS – WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
**FROM:** George Murfee, P.E.  
**RE:** Engineer’s Report – October 2023  
**CC:** Jennifer Riechers – WTCPUA General Manger

**MEC File No.:** 11051.174

---

### Current Issues

#### **Wastewater Flow**

An updated figure tracking wastewater flows is attached.

#### **Raw and Treated Water Flows**

Figures are attached. Trend is up.

### Water-System Wide

#### ***Beneficial Water Recycling Project***

The TCEQ Application for a Class V injection well has been denied by the TCEQ. MEC is coordinating a follow up meeting with TCEQ technical staff and leadership to determine other disposal alternatives. The injection well, as a method of effluent disposal would have complemented the pilot effort required for the BWR (Beneficial Water Recycling) facility.

#### ***Permanganate Chemical Feed Relocation***

The project has reached final completion and closeout documents will be presented to the board at the next board meeting.

#### ***Uplands Water Treatment Plant Design***

The project has reached 60% completion, and a design workshop was held with the consultant team and PUA staff on August 23<sup>rd</sup>. The site plan application process is underway and MEC is addressing preliminary comments from the City of Bee Cave with coordination with the operations staff. MEC and its subconsultants are continuing the design within the amended scope approved at the April board meeting. An aboveground clearwell has been added after further coordination with the TCEQ and PUA operation staff in July. A budget adjustment request is being presented to the board for the surveying efforts required to implement the aboveground clearwell. A future budget adjustment request will be

submitted at a later date for engineering work related to relocation of the aboveground clearwell.

### ***WCID 20 Wholesale Water Service Analysis***

WCID #20 has elected to move forward with the feasibility study to assess whether the district can provide a continuous supply of potable water to the WTCPUA during times of need. To date MEC has reviewed historical demands, operational constraints, and equipment capacities and limitations. The assessment is anticipated to be complete in October and findings/recommendations will be drafted by December 2023. The final step for this effort would be the rate analysis, which may be performed by a qualified independent 3rd party consultant selected by the WCID #20 Board of Directors, if the wholesale supply is operationally and financially feasible.

### ***Impact Fee Study***

MEC is updating the CIP program files and coordinating with staff and stakeholders on revised development projects to update the LUAs withing the WTCPUA service planning area.

### ***Alternative Water Supply***

MEC has initiated an inventory and assessment of alternative water supplies for serving WTCPUA. A project specific water utility base map is currently being prepared. Potential water supply alternatives will be superimposed on the base map to assist with feasibility and economic assessment. At this time, three primary water supply alternatives have been identified for assessment.

## **Water – SH71 System**

### ***Highway 620 Widening***

MEC and WTCPUA staff have begun coordination with consultants for the Highway 620 widening project. We are currently investigating what potential facilities may be in conflict with the proposed road construction plans.

### ***1080 Transmission Main***

SJ Louis has substantially completed the installation of Segment A, and we are coordinating with PUA staff and landowners, including city staff on restoration of the areas disturbed by the construction, including revegetation efforts which are affected by the dry, hot weather patterns.

Segment B plans were resubmitted for review to the City of Bee Cave and to TXDoT, concurrent with the easement acquisition coordination among the attorney, the surveyor and land acquisition agents. We anticipate the plans going out to bid as soon as easements are secure and beginning construction in early 2024.

### ***Hamilton Pool Road Transmission Main No. 2***

Masonwood development is working on securing easements. We continue to coordinate with the developer as necessary on easement acquisition. Following easement acquisition by the developer, MEC will submit site development plans for review to the reviewing agencies. MUD22 is not participating in the easement acquisition and Masonwood has requested that the PUA assume the role of MUD22 as the easement authority.

### ***TCWCID 18 Emergency Interconnect***

MEC has coordinated with TCWCID 18's engineer on the final plan comments. Once complete and approved, we will coordinate construction activities with staff.

## **Water – US290 System**

### ***Southwest Parkway Pump Station***

The preliminary design of the pump station is underway. Site and building survey requirements are completed. Structural, Electrical, Instrumentation and Control, Mechanical and Civil specialties are under construction design. Major components are being coordinated with WTCPUA operations staff. Facility capacity analysis has been completed and flow rate has been determined. The preliminary engineering report has been drafted for submittal to TCEQ.

### ***US 290 Parallel Transmission Main Preliminary Analysis***

Right of Entry (ROE) letters have been prepared and transmitted for all easements, and ROEs for the environmental work have been analyzed and prioritized; 59 of 62 ROE's have been received. Appraisals are being conducted and initial offer letters are beginning drafted. We will continue to analyze the existing easements and identify easement constraints that will require additional permanent easements. Constraints near the County Line Pump Station must be investigated more thoroughly as an additional 16-inch waterline for Fitzhugh Road must be accommodated. Work on the transmission main is being coordinated with the associated Plant and Pump Station projects.

Segment 2 is scheduled to be the first contract to be let for construction (from North of Circle Drive Pump Station to South of Hwy 71 ROW). Permit application to COA was submitted 9/1/23 and Travis County 9/5/23. Segment 3 is in the final desk top design stage, and the alignment has been determined. Segment 4 has begun preliminary profile design. Design surveys have been completed for all segments. Subsurface Utility Engineering (SUE) is being analyzed. Environmental constraints identification is in process.

### ***Trautwein Rd Waterline Relocation***

MEC coordinated plans for an alternate alignment in coordination with the Julep Commercial tract. The contractor completed the waterline installation and we are recommending that the PUA accept the project for operation and maintenance along with final pay application.

### ***Ledgestone Terrace Waterline Relocation***

MEC coordinated plans with the County design team and received approval for construction. Public Bids were opened on October 12th, 2023. We plan to review bids received and bring a recommendation of award to the board meeting, dependent on an acceptable bid and qualified contractor.

### ***Bear Creek Pass Waterline Relocation***

MEC and WTCPUA staff are coordinating plans with the County design team.

### ***1240 Conversion Waterline***

Site development permits were received by Travis County and the City of Austin in July 2023. Public bids were opened on March 16. We have reviewed the bids, and our recommendation is on hold pending an internal review of options due to the overall cost of the facilities, and the complication of the project scope. A reimbursement agreement was executed for the work being constructed through the Live Oak Springs development, which is under construction. MEC will coordinate with the PUA staff and consultant team on alternatives for the remainder of the transmission main.

### ***1240 Elevated Storage Tank***

The contractor has transitioned to steel field crews for the steel phase of the project for the tank bowl. Additional work in progress includes site electrical coordination with the PEC and installation of the primary electrical service. MEC continues holding monthly progress meetings, reviewing submittals and coordinating inspections. There are currently no known delays. An upcoming change order deduct will be presented to remove the installation of a fire hydrant and corresponding lead that was provided as part of the Hawkridge development. The change order will also include the addition of a drop from the tank to a stainless-steel header to be installed five feet above the tank pedestal to allow for the installation of the specified pressure transmitter, a new solenoid and corresponding drain line, temperature sensor, hose bibb, insulation, and heat tracing to ensure adequate weather proofing and operation of the tank instrumentation during future freezes. Project final completion is scheduled for June 2024.

### ***1420 Pump Station Expansion***

B-5 has installed both pumps, and all operational parameters, set points are acceptable. We are coordinating on the final payment and close-out process with the contractor, and recommend the project be accepted for operation and maintenance.

### ***Circle Drive PS and GST***

Design work has commenced, the design survey is complete, and the site plan permit set was submitted for approval to COA and Travis County on February 24, 2023. Comments were received and a response has been submitted. A Class B Permit for tree removal within the R.O.W. permit has been issued by Travis County which allows geotechnical and survey work to be performed. Construction design of the pump station and reservoir is underway. Geotechnical work is anticipated soon. Facility capacity analysis has been completed and flow rate has been determined.

## **Wastewater – US290 System**

### ***Bohls WWTP Expansion Design***

The Lake Travis Fire and Rescue comments have been addressed and the site permit drawings resubmitted. We are waiting on final approval prior to submitting the updated site plans to CoBC for approval.

### **Lake Pointe Lift Station Rehab**

We are coordinating with the contractor on the schedule and associated submittals. The bypass pumping plan is also being coordinated with the contractor and will be submitted for review to operations staff with a copy to Lake Pointe MUD and HOA for advance notice. MEC will meet with operations staff and stakeholders before major operations at the plant. After further coordination with PUA operations staff, the manual screen is being removed from the scope of Change Order 2. This deductive change order, Change Order 3, is being presented to the board.

### ***Wastewater Permit Renewal/Major Amendment***

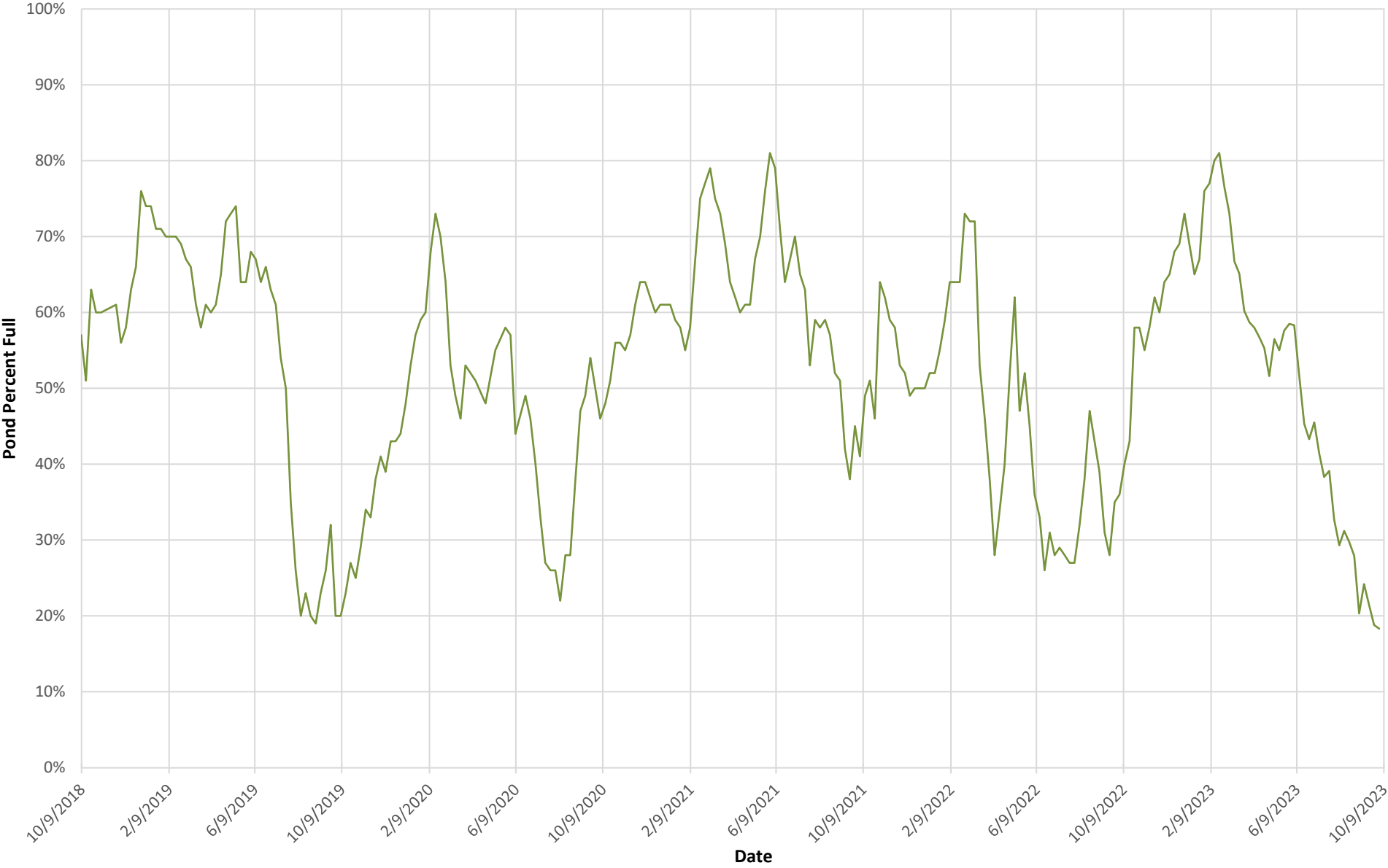
The Bohls WWTP expansion requires coordination of capacities with the TCEQ and the TLAP (Texas Land Application Permit). MEC is coordinating the overall disposal plan for the anticipated WWTP effluent including the BWR and TLAP disposal (existing and proposed). Work on this effort is pending the outcome of the proposed effluent management plans. The amendment to the TLAP permits is being proposed to move the drip disposal ahead of the BWR facility because permitting of the BWR facility and authorization to construct and operate the facility may take several years to complete.

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

MEC has generated preliminary alignment alternatives and proposed pump station locations for the proposed force main to extend the existing effluent distribution system to the drip fields. MEC is working to determine all existing easements and utilities along the preliminary alignments along with identification of potential and priority for phasing the improvements. MEC met with WTCPUA management and Falconhead Golf Course management to discuss the potential for co-locating or utilizing existing infrastructure within the golf course property. Once proposed alignments, constraints, and jurisdictional requirements are confirmed, MEC will move forward with estimates of construction costs for each along with constraints and considerations to be included as part of the overall preliminary engineering report.

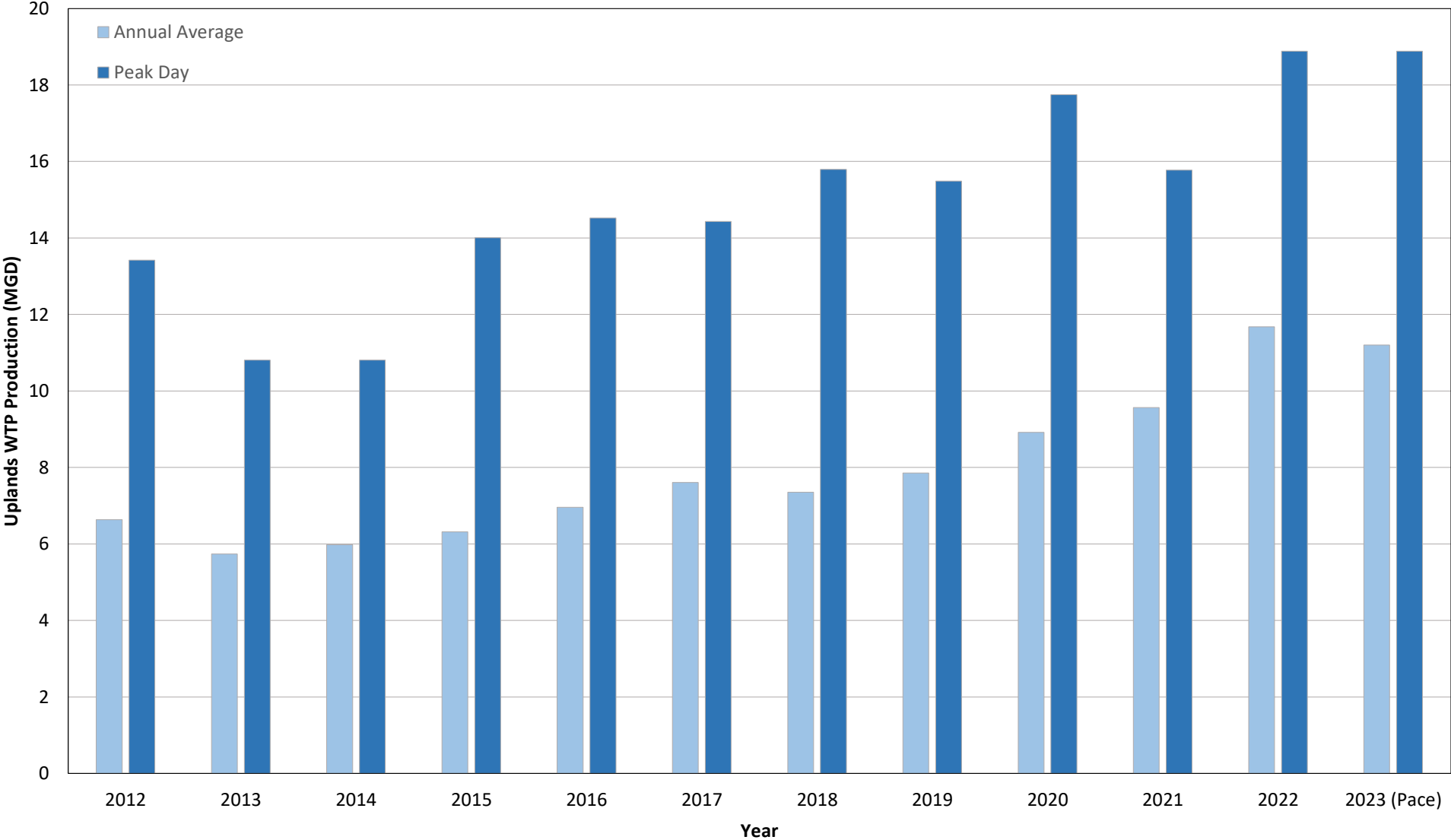
Murfee Engineering Co., Inc.  
Texas Registered Firm No. F-353  
1101 Capital of Texas Hwy., S., Bldg. D  
Austin, Texas 78746

### WTCPUA 5 Year Combined Effluent Pond Levels



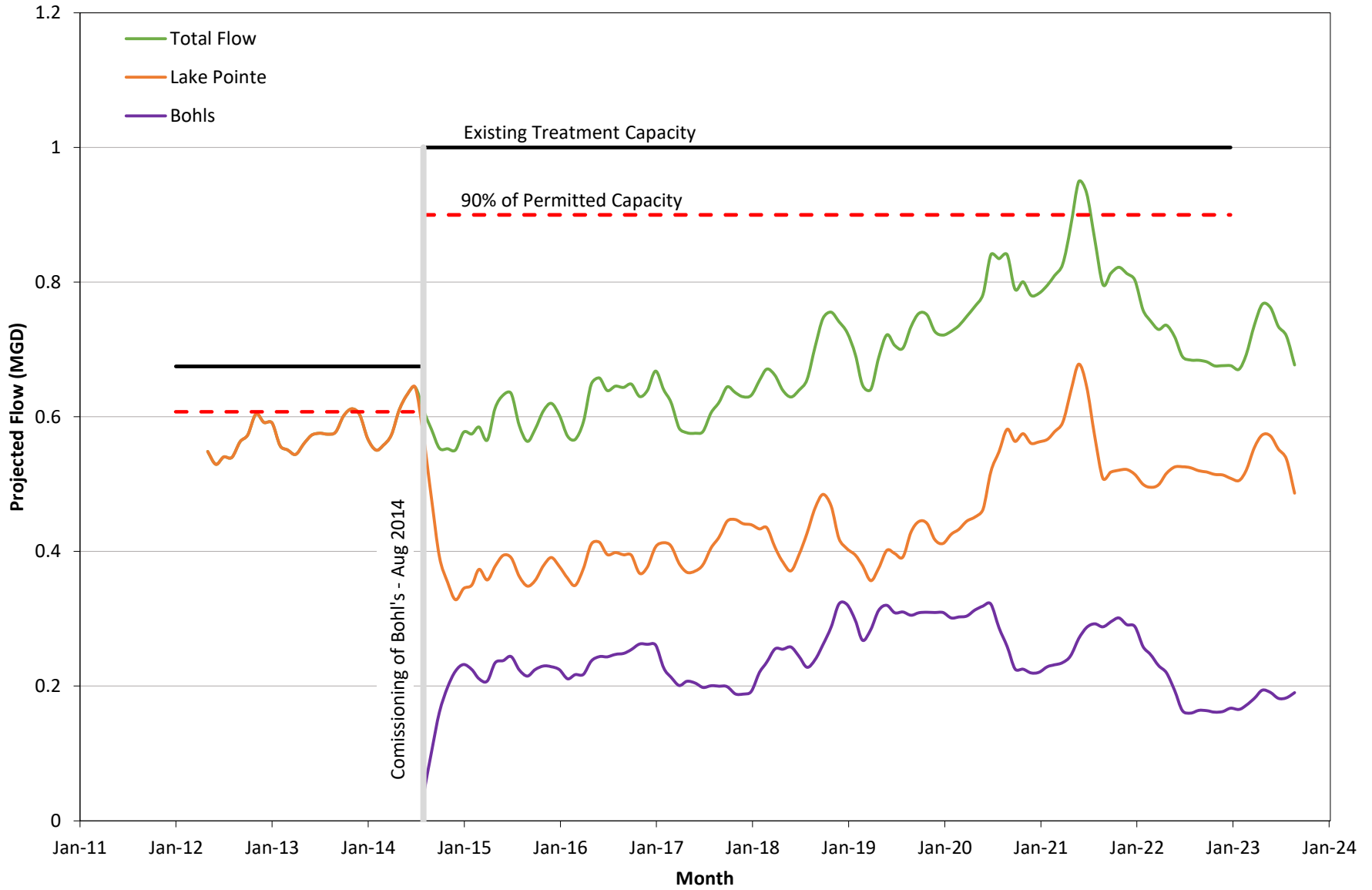
Murfee Engineering Company, Inc.  
Texas Registered Firm No. F-353  
1101 Capital of Texas Hwy., S.  
Bldg. D, Ste. 110  
Austin, Texas 78746

### WTCPUA Uplands Water Treatment Plant Production Annual Production

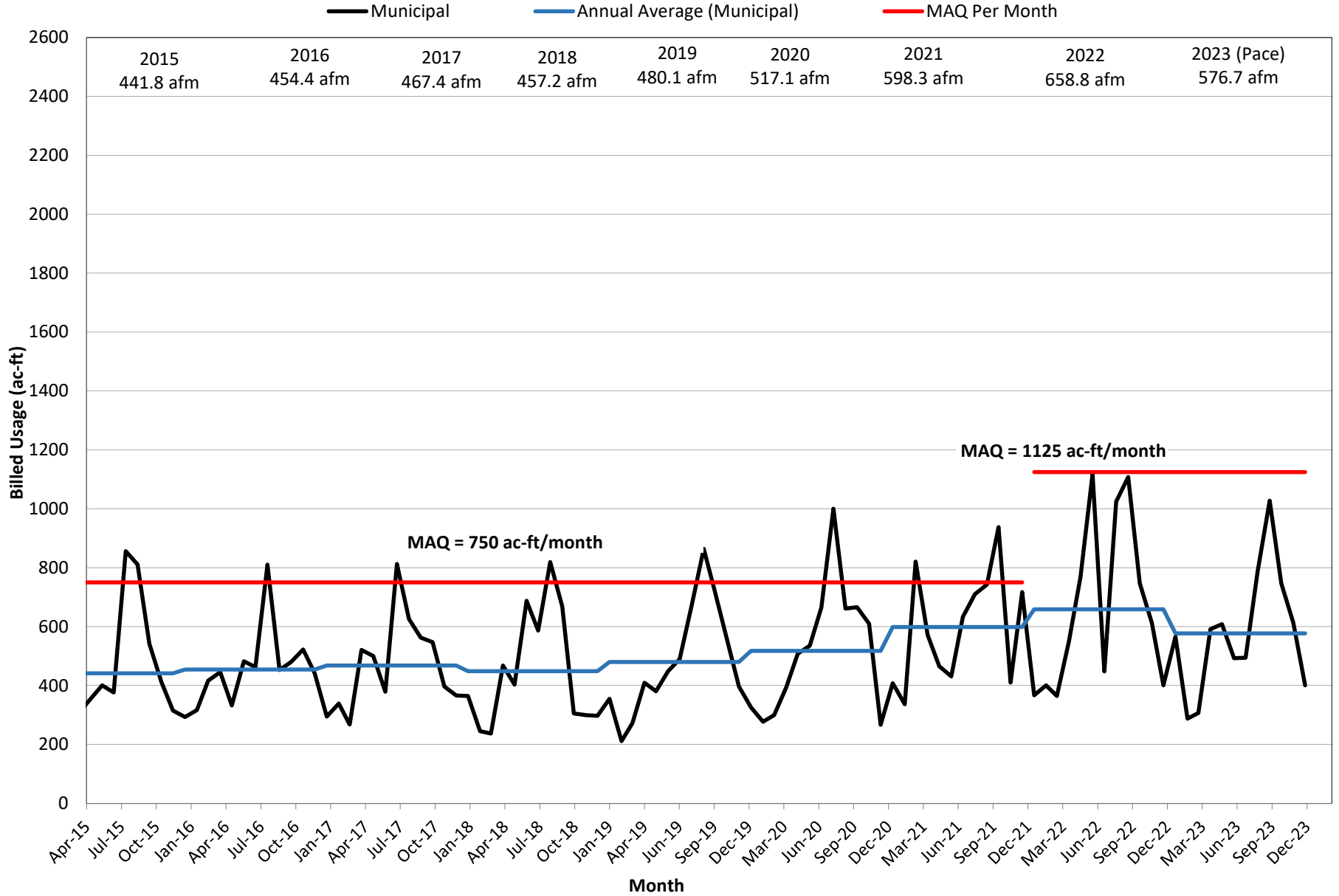




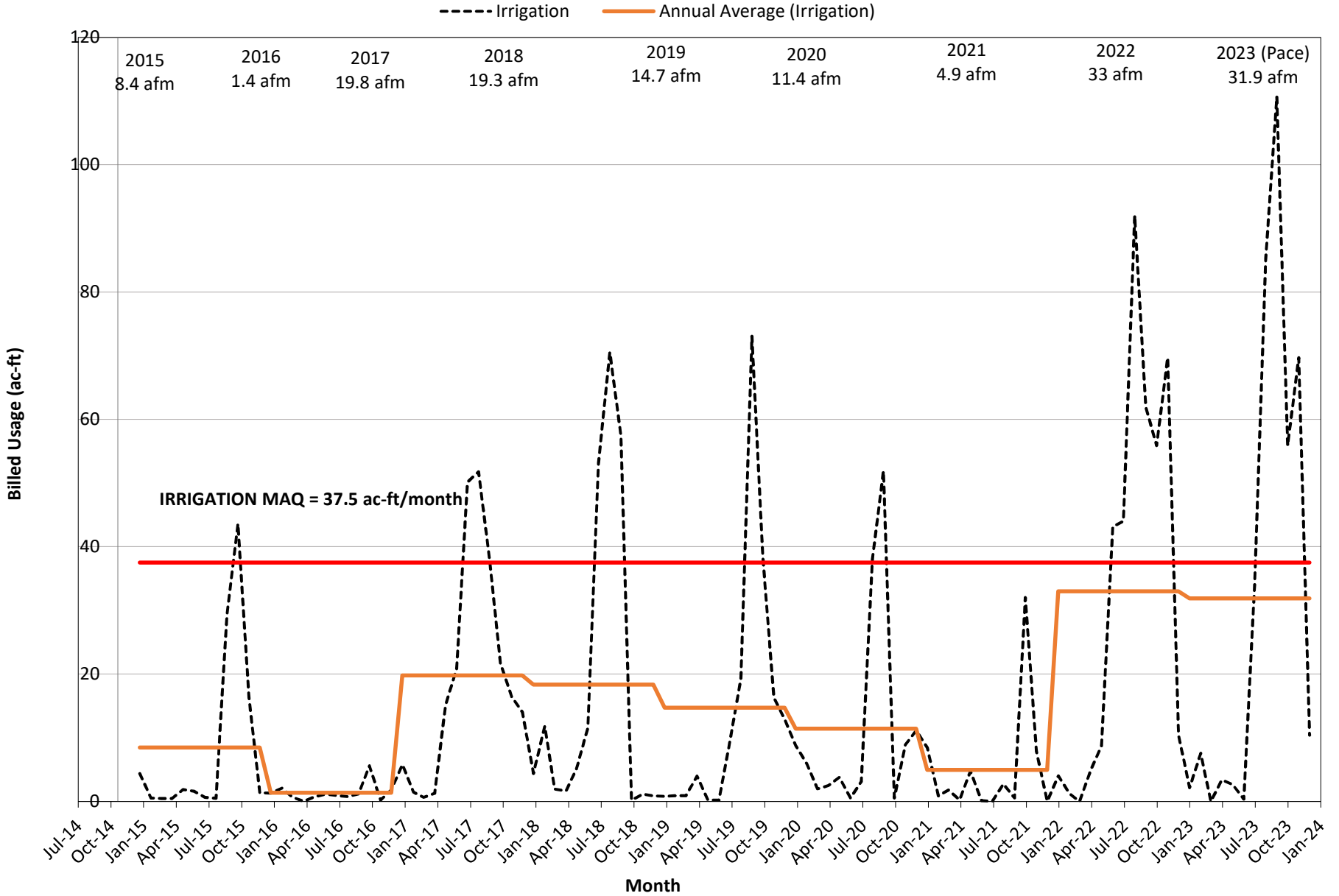
### WTCPUA Wastewater 3-Month Average Daily Flow



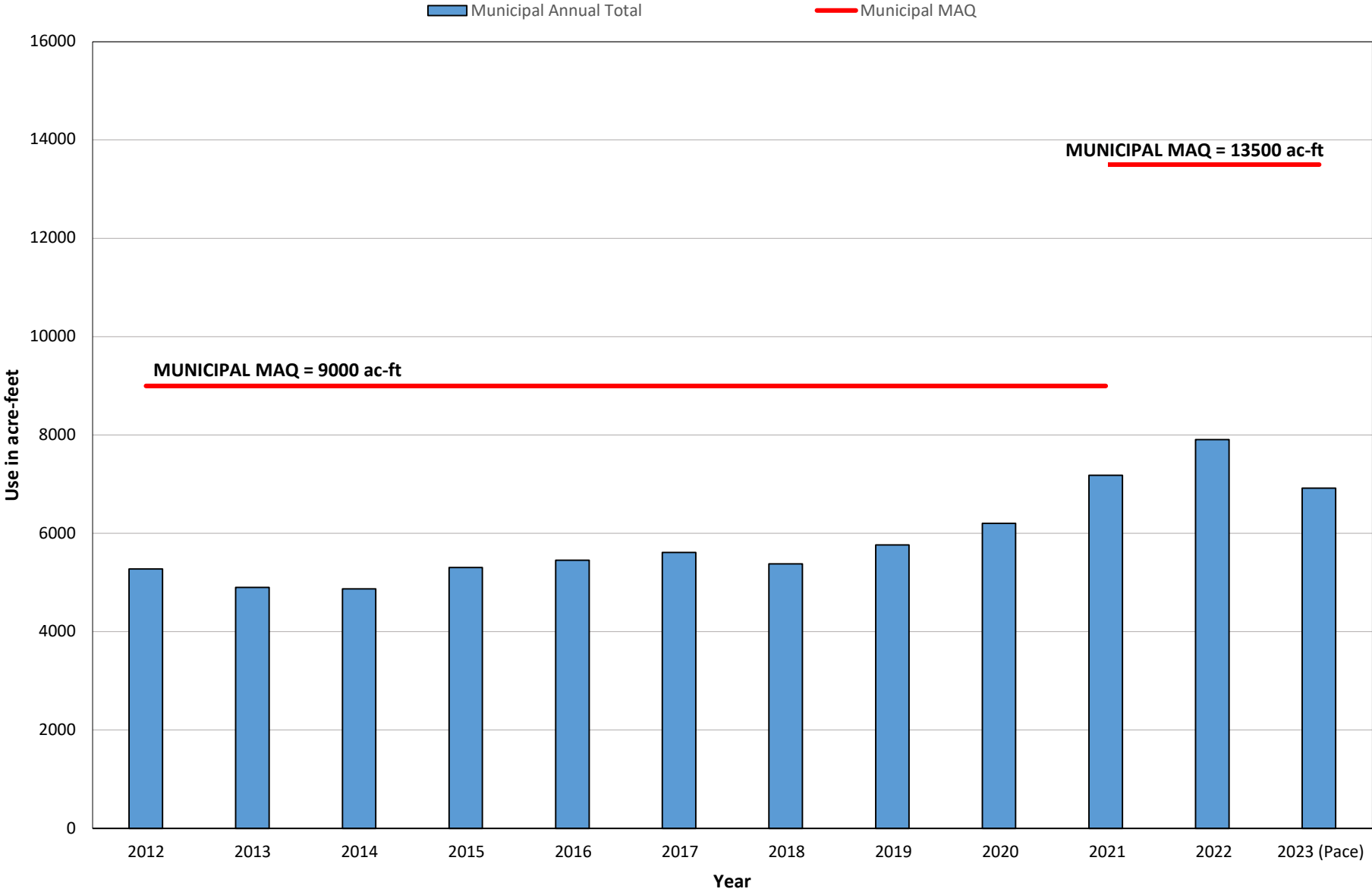
### WTCPUA Municipal Raw Water Usage



### WTCPUA Irrigation Raw Water Usage



### WTCPUA Annual Cumulative Municipal Raw Water Use



### WTCPUA Annual Cumulative Irrigation Raw Water Use

