

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

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

Notice is hereby given that the Board of Directors of the West Travis County Public Utility Agency (“WTCPUA”) will hold its regular meeting at 1:00 p.m. on Thursday, October 22, 2020 at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas **with limited attendance and via remote access** in accordance with the Governor’s March 16, 2020 proclamation suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration, as extended.

In person attendance will be limited. Face masks will be required pursuant to Travis County Order 2020-16. Temperature checks may be required upon entering the meeting room. In lieu of attending the meeting in person, members of the public may listen to and participate in the meeting via conference call or video conference. To participate in the meeting, please dial toll-free 866-899-4679, and enter access code 423-780-405 when prompted or access online at <https://global.gotomeeting.com/join/423780405>.

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

All speakers must send a written request to jriechers@wtcpua.org 2 hours in advance of the meeting (October 22nd by 11:00 A.M.) If you wish to speak during the meeting, please provide your **name, phone number, and the agenda item(s) you wish to comment on.**

Members of the public who wish to submit their written comments on a listed agenda item can submit their comments by emailing jriechers@wtcpua.org. Comments must be received by 11:00 A.M. on October 22, 2020.

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

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

<p><i>Public comments will be accepted only during designated portions of the Board meeting. Speakers will be limited to three minutes to facilitate the opportunity to comment by all those so interested and to support the orderly flow of the meeting.</i></p>
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I. CALL TO ORDER

II. ESTABLISH QUORUM

III. PUBLIC COMMENT

IV. ELECTION OF OFFICERS

V. CONSENT AGENDA (J. Riechers)

- A. Approve minutes of September 17, 2020 regular Board Meeting and October 5, 2020 Special Board Meeting.**
- B. Approve payment of invoices.**
- C. Approve quarterly investment report.**
- D. Approve Contractor Pay Requests including:**
 - 1. DN Tanks, Pay Application No. 2, \$127,916.78 Southwest Parkway GST 1 CIP Project**
 - 2. Cash Construction Company, Inc., Pay Application No. 11, \$39,825.00, 30" Raw Water Transmission Main No. 2 CIP Project**
- E. Approve Contractor Change Orders to:**
 - 1. Cash Construction Company, Inc., Change Order No. 2, \$107,936.41 RWL 2 CIP Project.**
- F. Approve Utility Conveyance Agreements to convey facilities to WTCPUA from the following:**
 - 1. Breakwater**
- G. Consider Amendment to Non-Standard Service Agreements (NSSA) for:**
 - 1. Spillman Towns, 24 Water LUEs, 1 Wastewater LUE**
- H. Approve 70% Developer Reimbursements to CCNG Development Company, L.P. for Hillside at Spanish Oaks, \$2,066,778**
- I. Approve expenses related to:**
 - 1. Effluent Filter Conversion LP WWTP, Aqua-Aerobic Systems, Inc. \$63,903.00**
 - 2. Tandem Axle Trailer, Texas Underground Inc. \$69,747.00**
 - 3. Raw Water Pump 4 VFD, Elliott Electric Supply, \$25,277.00**

VI. OLD BUSINESS

A. Discuss, consider and take action regarding pending litigation, settlement offers, and agreement for settlement of litigation, relating to the following: (S. Albright/D. Klein):

1. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-18-001654.*
2. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, No. 03-18-00668-CV in the Court of Appeals for the Third District of Texas at Austin.*
3. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, Civil Action No. 1:19-CV-00260 in the United States District Court for the Western District of Texas, Austin Division.*
4. *Masonwood HP, Ltd v. West Travis County Public Utility Agency, in the 345th Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002238.*
5. *Weekley Homes LLP v. West Travis County Public Utility Agency, in the 200th Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002291.*
(These items under V.A may be taken into Executive Session under the consultation with attorney exception).

B. Discuss, consider and take action on Letter of Intent from Lakeway MUD related to TC MUD 12 wholesale contract.

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

C. Discuss, consider and take action on Pretreatment Surcharge program (J. Riechers)

VII. NEW BUSINESS

A. Discuss, consider and take action on Emergency Interconnect Agreement with Travis County WCID No. 18 (J. Riechers).

B. Discuss, consider and take action on Agreements between the West Travis County Public Utility Agency and CCNG Golf, L.L.C. (D. Klein):

1. **Reclaimed Water Use Agreement**
2. **Agreement to Install an Effluent Filter System in West Travis County Public Utility Agency Lift Station No. 14**
3. **Second Amendment to the Raw Water and Effluent Agreement**

(These items under VII.B may be taken into Executive Session under the consultation with attorney exception).

C. Discuss, consider and take action on Resolution to authorize General Manager approval on:

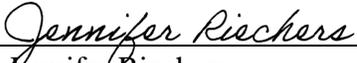
1. **Utility Conveyance Agreements**
 2. **Consent to Assignment of Nonstandard Service Agreements**
- D. **Discuss, consider and take action on Wastewater Meter Access Agreement with Lake Travis Independent School District (J. Riechers).**
 - E. **Discuss, consider and take action on a proposal from Murfee Engineering Company to provide engineering services for the WTCPUA Mapping Online GIS Conversion project (D. Lozano)**
 - F. **Discuss, consider and take action on a proposal from Spitzer & Associates to provide consulting services for easement acquisition in support of the WTCPUA 1080 Transmission Main CIP project (D. Lozano)**
 - G. **Discuss, consider and take action on a proposal from Spitzer & Associates to provide consulting services for easement acquisition in support of the WTCPUA Lime Kiln Interceptor project (D. Lozano)**
 - H. **Discuss, consider and take action on Amended and Restated Non Standard Service Agreement for Provence Subdivision (S Albright).**
(This item may be taken into Executive Session under the consultation with attorney exception).

VIII. STAFF REPORTS

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

IX. ADJOURNMENT

Dated: October 16, 2020



 Jennifer Riechers
 WTCPUA General Manager

 The Board of Directors may go into Executive Session, if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act,

on any of the above matters under the following sections: Texas Government Code Ann. 551.071 – Consultation with Attorney; Texas Government Code Ann. 551.072 – Real and Personal Property; Texas Government Code Ann. 551.074 – Personnel Matters. No final action, decision, or vote will be taken on any subject or matter in Executive Session.

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

V. CONSENT AGENDA

ITEM A

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

September 17, 2020

The September 17, 2020 Board of Directors meeting was held at Bee Cave City Hall with limited attendance and via videoconference and conference call in accordance with the Governor's March 16, 2020 proclamation, as extended, suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration. The public was provided a toll-free number and free video link to participate in the meeting.

Present:

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

Staff and Consultants:

Jennifer Riechers, Agency General Manager
Jennifer Smith, Agency Controller
Keli Kirkley, Agency Accounting Supervisor
Christian Rodriguez, Agency IT Administrator
Stefanie Albright, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
David Klein, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
Dennis Lozano, (Murfee Engineering Company, Inc.), District Engineer

I. CALL TO ORDER

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

II. ESTABLISH QUORUM

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

III. PUBLIC COMMENT

No public comments on non-agenda items were presented.

IV. CONSENT AGENDA

A. Approve minutes of August 20, 2020 regular Board Meeting.

- B. Approve payment of invoices.**
- C. Approve Contractor Pay Requests including:**
 - 1. Cash Construction Company, Inc., Pay Application No. 10, \$95,049.00, Raw Water Line No. 2 CIP Project**
 - 2. DN Tanks, Pay Application No. 1, \$131,549.07, Southwest Parkway GST 1**
- D. Approve Utility Conveyance Agreements to convey facilities to WTCPUA from the following:**
 - 1. Bee Cave Self Storage**
- E. Consider Service Availability Letter (SAL) for:**
 - 1. Cueva 71, 185 Water and 160 Wastewater LUEs, Hwy. 71 System as amended to include irrigation.**
- F. Consider Non-Standard Service Agreements (NSSA) for:**
 - 1. Cueva 71, 185 Water and 160 Wastewater LUEs, Hwy. 71 System as amended to include irrigation.**
- G. Approve annual review of the Investment Policy.**
- H. Approve edits to the Memorandum of Understanding with City of Bee Cave for Condemnation Authority.**
- I. Approve total reimbursable costs for Highpointe Phase 1, Section 3B in the amount of \$210,991 plus interest as determined by the Agreed Upon Procedures Report of Reimbursable Costs prepared by Maxwell, Locke & Ritter.**
- J. Approve Consent to Assignment for Sawyer Ranch Lot 1 from 290 Sawyer Ranch DS, LLC to Falconhead Offices, LLC**
- K. Approve Reclaimed Water Use Agreement between the WTCPUA and CCNG Golf, LLC.**

Director Creveling stated that Item IV.K would be pulled from consideration at this meeting.

MOTION: A motion was made by Director Roberts to approve the Consent Agenda items A-J, provided as Exhibits A-J. The motion was seconded by Director Smith.

The vote was taken with the following result:

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

V. OLD BUSINESS

At 2:06 p.m., Director Roberts announced that the Board would convene in executive session to consult with its attorney pursuant to Texas Government Code § 551.071 regarding Items V. A and B and Item VI. F.

At 4:20 p.m., Director Roberts announced that the Board would reconvene in open session and that no action had been taken in executive session.

A. Discuss, consider and take action regarding pending litigation, settlement offers, and agreement for settlement of litigation, relating to the following:

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

This item was discussed in executive session.

The Board provided direction to authorize a committee of Director Creveling and Director Garza to explore settlement options relating to pending litigation and bring a proposal back to the Board.

B. Discuss, consider and take action on SER request from Masonwood Development for Provence, Phase 2 on Hamilton Pool Road, 1,137 Water LUEs.

This item was discussed in executive session.

Director Roberts stated that the Board would next consider this item and take comments from the public.

Jim Koerner addressed the Board as a ratepayer and on behalf of Hamilton Pool Road Matters (“HPRM”). He asked that the Board not delay, but deny this SER request. He stated that the developer continues to violate the existing contract, and asked why would the Board grant the developer additional capacity. He stated that the developer’s attorney did not contest that the Halff report was incorrect, but rather challenged whether the requirements should be in the contract. He asked that the ratepayers not be left holding the bat on this issue, and that the PUA Board denied this request in the past. Now there is more information that this developer is violating existing requirements. Mr. Koerner asked that the Board not delay, but deny the request.

Israel Zuela next addressed the Board as a ratepayer in Rocky Creek. He echoed the sentiments of Mr. Koerner and stated that Rocky Creek is an example of how a developer stuck to the requirements in a development. He stated that he is concerned that the other ratepayers would be stuck with the bill regarding water impacts, and was concerned that the increased traffic would be problematic. He stated that he is not against development, but wants development to be built in the right way and is strongly opposed to what this developer is doing.

Gene Lowenthal next addressed the Board as a member of HPRM. He stated that he had provided information regarding the development, provided as **Exhibit K**. HPRM requests that the PUA notify Travis County that Provence is not in compliance with the required provisions in the contract, and does not conform with water quality measures. He also asked that the PUA ask the TCEQ to investigate this development, as TCEQ approval is a condition of approval and that any material changes to the plans must be resubmitted to TCEQ. Mr. Lowenthal stated that the ratepayers have raised this issue and are requesting action, and it is expected that the developers play by the rules and that these rules be enforced. He asked that the Board not magnify the problem.

Peter Golde next addressed the Board as a ratepayer and member of HPRM. He stated that he wanted to restate his comments from last month. He stated that HPRM had claimed for years that the PUA does not have the capacity to serve the Provence Subdivision, and asked that the PUA serve based on planned commitments. The PUA should be allocating and prioritizing blocks of LUEs as follows: (1) commitments to existing wholesale and retail customers including the expected take down of LUEs already reserved; (2) projected future demand of development customers within the PUA’s CCN, where it’s obligated to serve; (3) the projected realization of LCRA legacy commitments; and (4) others only after it’s ensured the above demands have been met. He asked that the PUA not be put in the same situation as other utilities that have committed more capacity than is available. Mr. Golde stated that Provence is outside the PUA’s CCN, and should not be high on the priority list. Further, granting service could cause difficulty in responding to existing customer needs.

Director Garza stated that a statement was made regarding the comments made in the Halff report and asked staff if the developer had responded to this report. Ms. Riechers stated that there had been a response, but the engineers had not discussed the matter.

VI. NEW BUSINESS

A. Discuss, consider and take action on proposal from Headwaters MUD for amendment to wholesale water contract.

Ms. Riechers stated that Jesse Malone presented on this item at the last meeting. Mr. Malone addressed the Board on behalf of Headwaters MUD and stated that this proposal would explore the opportunity to expand the reclaimed system within Headwaters MUD. He thinks that there would be benefits to both the PUA and the MUD.

Ms. Riechers stated that she did not have concerns discussing the proposal and that this would necessitate a formal proposal be brought back to the Board.

The Board directed Ms. Riechers to proceed with discussions with Headwaters MUD.

B. Discuss, consider and take action on reinstatement of late fees and disconnects.

Ms. Riechers stated this item had been deferred from August, and stated that because bills would continue to increase, recommended reinstating late fees and disconnects. Director Smith stated that he shared concerns about increasing bills and was in favor of reinstating disconnects and late fees. Director Bethke stated that he would like to see payment plans be allowed for outstanding balances, to which Ms. Riechers confirmed that payment plans are available if requested by the customer. In response to a question from Director Roberts, Ms. Riechers stated that late fees amount to approximately \$12,000 per month. Discussion ensued regarding late fees and pending balances. Ms. Smith confirmed that approximately 10% of customers have late fees each month, but delinquent balances are increasing since March. Director Creveling asked what is customary with regards to disconnects, to which Ms. Riechers stated they are done on a monthly basis unless a payment plan is in place.

MOTION: A motion was made by Director Roberts to approve the reinstatement of late fees and disconnects. The motion was seconded by Director Smith.

The vote was taken with the following result:

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

C. Discuss, consider and take action on Pretreatment Surcharge program.

Ms. Riechers stated that the PUA is losing an approximate average of \$12,500 a month from the suspension of assessment of pretreatment surcharges. She stated that a flat charge for failures may be an option at this point that would be less difficult for restaurants who are not yet at full capacity to pay. Ms. Riechers confirmed that the PUA has not been testing since March, so it is not clear if restaurants operating at a lower capacity would impact pretreatment levels. Ms. Riechers

confirmed that all pretreatment customers would have this flat fee charged, and recommended testing to confirm. Discussion ensued regarding the assessment of pretreatment surcharges and the costs of testing.

Ms. Riechers confirmed that testing is done quarterly.

MOTION: A motion was made by Director Bethke to approve a fee equal to the cost of administering the pretreatment testing, plus \$100, if there is a test failure. The motion was seconded by Director Garza.

The vote was taken with the following result:

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

Director Garza stated that there is a possibility of a low evidence of failure and the cost of the program won't be covered if there are not a lot of failures.

Ms. Riechers stated that the PUA could start testing in October and see what the levels are to determine whether it's advisable to continue the program.

Director Smith asked that something be put on the agenda next month to discuss.

D. Discuss, consider and take action on FY 2021 budget.

MOTION: A motion was made by Director Roberts to approve the FY 2021 budget, provided as Exhibit L. The motion was seconded by Director Creveling.

The vote was taken with the following result:

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

E. Discuss, consider and take action on award of bid for Lift Station #9 Rehab project.

Mr. Lozano addressed this item, provided as Exhibit M.

MOTION: A motion was made by Director Roberts to approve the award of bid for Lift Station #9 rehab project to Austin Engineering Co., Inc. The motion was seconded by Director Creveling.

The vote was taken with the following result:

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

F. Discuss, consider and take action on Letter of Intent from Lakeway MUD related to TC MUD 12 wholesale contract.

Earl Foster with Lakeway MUD addressed the Board on this item, provided as **Exhibit N**. Mr. Foster started that the Letter of Intent is to reinstate conversations regarding the potential for Lakeway MUD to provide service to TCMUD 12. Ms. Riechers stated that staff needs direction from the board regarding the consideration of terminating the TC MUD 12 contract.

Ms. Albright confirmed that any agreement would need to be with TCMUD 12 as the PUA's wholesale customer.

The Board directed that Ms. Riechers move forward with discussions on this issue with Mr. Foster and bring a report back to the Board.

G. Discuss, consider and take action on a request from Murfee Engineering Company to amend the budget for the Sawyer Ranch 1340 Conversion Water Line CIP Project.

Mr. Lozano presented this item, provided as **Exhibit O**.

MOTION: A motion was made by Director Roberts to approve a proposal from Murfee Engineering Company to amend the budget for the Sawyer Ranch 1340 Conversion Water Line CIP Project, provided as **Exhibit O**. The motion was seconded by Director Creveling.

The vote was taken with the following result:

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

H. Discuss, consider and take action on a request from Murfee Engineering Company to amend the budget for the Bohls WWTP Expansion CIP Project.

Mr. Lozano presented this item, provided as **Exhibit P**. He stated that this is an extension of the discussion regarding the solids management program that occurred in August. Mr. Lozano stated that this item had been discussed with Director Bethke and he would next reach out to Lake Pointe.

He stated this item relates to Phase 2 of this project, which includes incorporation of this project into the PUA's wastewater permit.

Director Roberts asked how large the line would be to deliver sludge to the Bohls WWTP, to which Mr. Lozano said a 6 inch force main. Director Roberts asked whether all of the wastewater could be transported to Bohls. Mr. Lozano stated that this could be possible, and that doing so would speed up the phasing of the Bohls WWTP. In response to a question from Director Roberts, Mr. Lozano stated that there is the potential for more customers being added to Lake Pointe. Director Roberts confirmed the history of the Lake Pointe WWTP as a residential plant that was purchased from LCRA then converted to a regional facility. Mr. Lozano confirmed that either a dual installation or single over-sized force main would likely take the same amount of time. Director Roberts stated that the land where the plant is in Lake Pointe was planned for a residential wastewater treatment plant, and if there is a possibility to take the plant offline, then the PUA should look into the issue. Director Garza stated that if the project was already in process, then he is in favor of pursuing decommissioning the Lake Pointe WWTP. Mr. Lozano stated that this idea has come up over time, and the Lake Pointe community through their representatives at the time requested that the decommissioning be considered.

MOTION: A motion was made by Director Roberts to approve the proposal provided as **Exhibit P** to proceed with the dewatering facilities, and to look into the possibility of expanding this project to include decommissioning the Lake Pointe WWTP, and to bring a proposal on this expanded scope back to the Board. The motion was seconded by Director Garza.

The vote was taken with the following result:

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

Director Roberts confirmed that the dewatering would be the same whether or not sludge or wastewater is sent to the Bohls WWTP. In response to a question from Director Creveling, Mr. Lozano stated that Murfee Engineering would have to study whether the current size of Bohls WWTP could handle the full Lake Pointe WWTP flows.

Director Bethke also asked that Mr. Lozano consider the operating costs if the Lake Pointe plant was decommissioned.

I. Discuss, consider and take action on a proposal from Murfee Engineering Company to provide engineering services for the Uplands Water Treatment Plant Expansion CIP Project.

Mr. Lozano presented this item to the Board, provided as **Exhibit Q**. He stated that this is a long-lead item that is a part of the PUA's CIP and this proposal begins the process to expand the water treatment plant.

Discussion ensued regarding treatment plant capacity and Ms. Albright confirmed that no denials of service have been made based on water treatment plant capacity.

Director Bethke asked what the scope of the project is before approving a large engineering fee, and that more information needs to be provided regarding what is possible for the site.

MOTION: A motion was made by Director Bethke to approve a proposal of \$80,000 from Murfee Engineering Company to provide preliminary engineering services for the Uplands Water Treatment Plant Expansion CIP Project, provided as **Exhibit Q**. The motion was seconded by Director Roberts.

The vote was taken with the following result:

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

In response to a question from Director Garza, Director Lozano confirmed that this proposal is sufficient to review the site and the potential for membrane treatment.

VII. STAFF REPORTS

A. General Manager's Report.

Ms. Riechers presented this item, provide as **Exhibit R**.

B. Controller's Report.

Ms. Smith provided this item, provided as **Exhibit S**.

C. Operations Report.

This item was provided as **Exhibit T**.

D. Engineer's Report including:

- 1. Capital Improvements Plan Update**
- 2. Uplands WTP Solids Management Master Plan**

Mr. Lozano presented this report, provided as **Exhibit U**. He detailed the recent raw waterline damage that was sustained by a communications subcontractor. He said that the PUA was able to continuously provide water during the event and make the repair.

In response to a question from Director Creveling, Mr. Lozano stated that the contractor would be billed for the cost of the repairs. Discussion ensued regarding the details of the event, and Mr. Lozano stated that the overall loss was estimated at 5.5 million gallons.

Mr. Lozano stated that the new raw waterline was placed in service during this event. He stated that the break could not be completely isolated even though the new line was delivering the bulk of the water. Mr. Lozano stated that he is working with Mr. Morgan to bring back a proposal to replace the valves.

Director Roberts stated how appreciative he is of the staff and consultants to address this break and continue to provide service.

Mr. Lozano stated the analysis in Item B has been completed.

VIII. ADJOURNMENT

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

The vote was taken with the following result:

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

The meeting adjourned at 4:32 p.m.

PASSED AND APPROVED this 22 day of October, 2020.

Scott Roberts, President
Board of Directors

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

October 5, 2020

The October 5, 2020 Board of Directors special meeting was held at Bee Cave City Hall with limited attendance and via videoconference in accordance with the Governor's March 16, 2020 proclamation, as extended, suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration. The public was provided a toll-free number and a free videoconference link to participate in the meeting.

Present:

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

Staff and Consultants:

Jennifer Riechers, Agency General Manager
Jennifer Smith, Agency Controller
Christian Rodriguez, Agency IT Administrator
Stefanie Albright (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
George Murfee (Murfee Engineering Company, Inc.), District Engineer

I. CALL TO ORDER

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

II. ESTABLISH QUORUM

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

III. PUBLIC COMMENT

Rick Scadden addressed the Board as a resident of Bee Cave. He stated that he is opposed to the proposal to remove the 20% impervious cover requirement and that this impervious cover requirement was a crucial component of agreements made between USFWS and the LCRA. He said the commitment to USFWS was the basis on which the system was built, and inquired as to whether the USFWS had been consulted prior to proposing to remove this requirement.

Jennifer Walker spoke as a Homestead resident and PUA customer. She stated that she would like answers to questions. One, by eliminating impervious cover it looks as though the PUA is giving in to the developer and wants to know what is in the settlement agreement. Two, if the PUA allows

more dense development, there will be more infrastructure needed. What is required and how will that be financed and how will it impact the existing customers? Three, the environmental impact. Ms. Walker stated that Director Creveling and Director Garza are wearing two hats, and the PUA has no obligation to provide service to Provence and will be violating USFWS requirements. She stated this is gross disregard of the environment and the customers served by the PUA.

Paula Knippa stated that she is concerned about the agenda items, specifically the decision to remove impervious cover requirements. She also has concerns same as Jennifer Walker regarding the obligations to comply with agreements. Further, she has concerns with settlement of the lawsuit, and although she understands that settlement is confidential, she wanted to know at what point the terms of the settlement become public as there is a high level of interest in the outcome. Finally, she stated that she has never seen an organization run where you comment before you know what is being addressed. She voiced concern over what would be discussed as the Board has not stated what the terms of the settlement are and why they are being considered.

Christy Muse with the Shield Ranch next addressed the Board and reiterated previous comments. She asked that the Board step back and look at the long game historically and long-term consequences of the decisions the Board is facing. Ms. Muse stated she was part of the conversations regarding the construction of the Highway 290, Hamilton Pool Road, and Highway 71 waterlines that were controversial. They spent years on community engagement and debate, and a much lower impervious cover is what was needed. She went on to state that Mr. Hatchett has known about the 20% impervious cover requirements from the beginning. Ms. Muse asked that the Board continue with the responsibilities with impervious cover, and that density cannot be handled in the Hill Country.

JJ Priour addressed the Board and stated that these are troubling issues that continue to arise. As a long-time ratepayer and Hamilton Pool Road resident, the community has been opposed to the additional waterline. Between 2013 and 2019, the PUA took the position that there would be no efforts to increase the Hamilton Pool Road pipeline. When the issue would arise, the motion would get rejected by the Board. He stated that this developer has not been playing by the rules, and was granted additional LUEs. Despite this, this developer is still requesting even more LUEs. He stated that he is at a loss as to why the PUA is considering these actions, and they will have a long-term impact on the residents.

Israel Zuela addressed the Board and stated that he agreed with the statements previously made. He stated that as a Rocky Creek resident these agenda items are a big concern, and that the developers of Rocky Creek abided by the rules and built a beautiful community. He stated concern that if he waters outside of the watering schedule he has to pay a fine, but the developer for Provence is able to get water by making demands. Further, he is concerned about the environmental impact and traffic from adding units. Mr. Zuela also asked what this would do to current rates and home values, and voiced that he is very much opposed to the proposals.

IV. NEW BUSINESS

At 1:23 p.m., Director Roberts announced that the Board would convene in executive session to consult with its attorney pursuant to Texas Government Code § 551.071 regarding Items IV. A, B and C.

At 2:13 p.m., Director Roberts announced that the Board would reconvene in open session and that no action had been taken in executive session.

A. Discuss, consider and take action regarding pending litigation, settlement offers, and agreement for settlement of litigation, relating to the following:

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

This item was discussed in executive session.

B. Discuss, consider and take action on Approval of Compromise and Settlement Agreement with John Hatchett, Sandra Hatchett, JPH Capital, LLP, Masonwood HP, and Travis County MUD 22.

This item was discussed in executive session.

MOTION: A motion was made by Director Creveling to authorize the Litigation Committee consisting of Directors Garza and Creveling, in consultation with the General Manager and legal counsel, to negotiate and approve the Compromise and Settlement Agreement in substantially the form submitted to the Board, and provided that any additional edits are consistent with the Term Sheet provided to the Board, and authorize the President to execute the final Agreement. The motion was seconded by Director Smith.

The vote was taken with the following result:

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

C. Discuss, consider, and take action regarding Amendment to the WTCPUA Water and Sewer Service and Development Policies.

This item was discussed in executive session.

Director Bethke stated that the Board listened to public comments and the questions presented. He stated that the Board is not anti-growth and as the PUA continues to expand service, this expansion could result in lower rates. He stated that the proposed changes to the Service and Development Policies is to simplify the administrative function of the utility. The Board takes the MOU seriously and will stay in compliance with the MOU and will continue to apply the MOU to the service area. Finally, regarding the expansion of development, Director Bethke confirmed that new infrastructure should be paid by those who are developing and not existing rate payers.

MOTION: A motion was made by Director Bethke to approve the Order Adopting Amendments to the Service and Development Policies as presented by staff and provided as **Exhibit A**. The motion was seconded by Director Garza.

The vote was taken with the following result:

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

V. ADJOURNMENT

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

The vote was taken with the following result:

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

The meeting adjourned at 2:18 p.m.

PASSED AND APPROVED this 22nd day of October, 2020.

Scott Roberts, President
Board of Directors

ITEM B



West Travis County Public Utility Agency

Check Report

By Check Number

Date Range: 09/01/2020 - 09/30/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank-AP Bank						
00102	Aqua-Tech Laboratories, Inc	09/03/2020	Regular	0.00	978.00	636
47013	Invoice	08/20/2020	July 2020 Analysis	0.00	978.00	
00104	Arbor Car Wash	09/03/2020	Regular	0.00	441.11	637
62	Invoice	07/31/2020	Car Wash/Detail & Lube Services July 2020	0.00	441.11	
00128	AT&T	09/03/2020	Regular	0.00	44.14	638
5122635735	Invoice	08/05/2020	Phone Service -Fire Panel	0.00	44.14	
00130	AT&T Mobility-CC	09/03/2020	Regular	0.00	855.00	639
YRB072020	Invoice	08/24/2020	SCADA System Cellular Network - 7/19-8/18	0.00	855.00	
02644	Batteries Plus, LLC	09/03/2020	Regular	0.00	410.75	640
P30140308	Invoice	08/19/2020	12V Lead for WTP	0.00	178.95	
P30469395	Invoice	08/28/2020	12V Lead for WTP	0.00	231.80	
00245	Brenntag Southwest Inc.	09/03/2020	Regular	0.00	4,384.50	641
BSW231233	Invoice	08/20/2020	Chemicals - Lift Station #14	0.00	3,281.50	
BSW231234	Invoice	08/20/2020	Chemicals - Bohls WWTP	0.00	416.50	
BSW231235	Invoice	08/20/2020	Chemicals - Lakepointe WWTP	0.00	686.50	
00260	BrickHouse Security	09/03/2020	Regular	0.00	455.81	642
985385	Invoice	08/24/2020	Service 8/24/2020 - 9/24/2020	0.00	455.81	
02516	ECoCare	09/03/2020	Regular	0.00	265.00	643
19009	Invoice	08/20/2020	Monthly Janitorial Service - September 2020	0.00	265.00	
00636	Elliott Electric Supply, Inc	09/03/2020	Regular	0.00	1,744.00	644
51-63905-01	Invoice	08/20/2020	LED Wall Pack	0.00	1,008.46	
51-64276-01	Invoice	08/21/2020	Repair at ACH Bulk Tank Transducer	0.00	293.24	
51-64908-01	Invoice	08/28/2020	LAS Tank X-Mitter	0.00	397.11	
51-64911-01	Invoice	08/28/2020	Control Room Backup	0.00	45.19	
00725	Generator Field Services LLC	09/03/2020	Regular	0.00	2,694.20	647
GFS7605	Invoice	08/12/2020	County Line	0.00	880.00	
GFS7607	Invoice	08/13/2020	Lift Station #16	0.00	360.00	
GFS7610	Invoice	08/26/2020	Lift Station #16	0.00	1,454.20	
00771	Guardian Industrial Supply LLC	09/03/2020	Regular	0.00	673.44	648
066726	Invoice	08/20/2020	Spillman Pump	0.00	609.94	
066786	Invoice	08/25/2020	Server Backup	0.00	63.50	
00800	Hays County MUD No 4	09/03/2020	Regular	0.00	12,042.77	649
July 2020	Invoice	08/01/2020	Wastewater Billing Collections 2020.07	0.00	6,722.73	
June 2020	Invoice	08/01/2020	Wastewater Billing Collections 2020.06	0.00	5,320.04	
00850	Impact Fire Services, LLC	09/03/2020	Regular	0.00	402.00	650
147910	Invoice	08/01/2020	Annual Extinguisher Inspection	0.00	402.00	
02648	Merchants and Professional Bureau, Inc.	09/03/2020	Regular	0.00	6,763.26	651
2020.09.03	Invoice	09/03/2020	Refund of Bad Debt Collections-Duplicate P...	0.00	6,763.26	
01543	Murfee Engineering Company Inc.	09/03/2020	Regular	0.00	218.50	652
42729A	Invoice	08/01/2020	Sawyer Ranch 1340 Conversion Water Line	0.00	218.50	
02645	Orrick, Herrington & Sutcliffe LLP	09/03/2020	Regular	0.00	3,500.00	653
1892425	Invoice	08/25/2020	2020 Redemption of S2015 Revenue Bonds	0.00	3,500.00	

Check Report

Date Range: 09/01/2020 - 09/30/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01657	Precision Calibrate Meter Services	09/03/2020	Regular	0.00	3,765.13	654
1297	Invoice	08/24/2020	Repair on Raw Water Meter	0.00	900.00	
1298	Invoice	08/24/2020	Repair on the Raw Water Meter	0.00	1,480.07	
1299	Invoice	08/27/2020	RPZ - Wilkins Zurn 2" 975XL Device	0.00	1,385.06	
01921	Specialized Public Finance Inc.	09/03/2020	Regular	0.00	4,937.50	655
266-006	Invoice	08/25/2020	Sr 2015 Revenue Bond	0.00	4,937.50	
02042	The Print Shoppe	09/03/2020	Regular	0.00	73.94	656
15700	Invoice	07/21/2020	Business Cards - B. Harkrider	0.00	73.94	
02108	Travis County MUD No 16	09/03/2020	Regular	0.00	57,275.88	657
July 2020	Invoice	08/01/2020	Wastewater Billing Collections	0.00	28,830.24	
June 2020	Invoice	08/01/2020	Wastewater Billing Collections	0.00	28,445.64	
02144	USIC Locating Services, LLC	09/03/2020	Regular	0.00	3,885.70	658
391345	Invoice	07/31/2020	Locating Services 7/1/2020 - 7/31/2020	0.00	3,885.70	
02177	Wastewater Transport Services, LLC	09/03/2020	Regular	0.00	3,000.00	659
11106929	Invoice	08/19/2020	Lift Station Cleaning - Bohls WWTP	0.00	1,560.00	
11106930	Invoice	08/19/2020	Lift Station Cleaning - Lakepointe WWTP	0.00	1,440.00	
02179	Waterloo Exteriors & Repairs	09/03/2020	Regular	0.00	6,355.45	660
LS#12 Down Pay	Invoice	08/10/2020	Lift Station #12 Down Payment - Fence Repair	0.00	1,800.00	
LS#12 Work Done	Invoice	08/19/2020	Lift Station #12 Labor Total	0.00	2,400.00	
LS#2 Work Done	Invoice	08/18/2020	Lift Station #2 - Fence Repair	0.00	355.45	
LS7 Down Pay	Invoice	08/19/2020	Lift Station #7 Down Payment - Fence Repair	0.00	1,800.00	
02628	A.W. Chesterton	09/22/2020	Regular	0.00	2,782.78	661
IN004175904	Invoice	09/03/2020	RWI Pump #2	0.00	2,782.78	
00013	Absolute Propane	09/22/2020	Regular	0.00	46.00	663
147896	Invoice	08/21/2020	Fuel for Forklift	0.00	46.00	
00105	ARC Document Solutions	09/22/2020	Regular	0.00	294.05	664
07-558561	Invoice	08/18/2020	Board Packet Printing - August 2020	0.00	294.05	
00128	AT&T	09/22/2020	Regular	0.00	282.71	665
03052020	Invoice	08/01/2020	Phone Service - Fire Panel- Bill Date 3/5/20	0.00	47.11	
05052020	Invoice	08/01/2020	Phone Service - Fire Panel-Bill Date 05/05/20	0.00	47.01	
07052020	Invoice	07/05/2020	Phone Service - Fire Panel 07/05/20	0.00	47.47	
512263573547772	Invoice	08/01/2020	Phone Service - Fire Panel- Bill Date 2/5/20	0.00	47.10	
512263573547774	Invoice	08/01/2020	Phone Service - Fire Panel Bill Date 04/05/20	0.00	47.01	
512263573547776	Invoice	08/01/2020	Phone Service - Fire Panel-Bill Date 06/05/20	0.00	47.01	
00142	Austin Armature Works, LP	09/22/2020	Regular	0.00	275.00	666
SRI6638	Invoice	08/31/2020	Lift Station #18 - Test Windings	0.00	275.00	
00245	Brenntag Southwest Inc.	09/22/2020	Regular	0.00	4,680.00	667
BSW233429	Invoice	08/28/2020	Chemicals - WTP	0.00	3,870.00	
BSW234868	Invoice	09/03/2020	Chemicals - Bohls WWTP	0.00	270.00	
BSW234869	Invoice	09/03/2020	Chemicals - Lakepointe WWTP	0.00	540.00	
00416	City of Austin	09/22/2020	Regular	0.00	26,117.82	668
441204747091	Invoice	09/09/2020	Utility Expense	0.00	26,117.82	
00447	Core & Main LP	09/22/2020	Regular	0.00	197.68	669
M913004	Invoice	08/27/2020	Bear Creek - Water Repair 4" Main Line	0.00	197.68	
00549	Dell Financial Services	09/22/2020	Regular	0.00	636.75	670
09022020	Invoice	09/02/2020	Docking Statoin & Monitor- J. Sifuentes	0.00	636.75	
00636	Elliott Electric Supply, Inc	09/22/2020	Regular	0.00	1,205.74	671
120-94499-01	Invoice	09/04/2020	Repair to the Lighting at WTP Unit #2	0.00	159.49	
51-63227-01	Invoice	09/03/2020	Pump Station #7 Actuator	0.00	549.79	

Check Report

Date Range: 09/01/2020 - 09/30/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
51-63227-02	Invoice	09/03/2020	Pump Station #7 Actuator	0.00	496.46	
00684	Fastest Labs of Central Austin	09/22/2020	Regular	0.00	150.00	673
528	Invoice	08/31/2020	B. Bourland & V. Gratt	0.00	150.00	
00724	General Truck Body Company	09/22/2020	Regular	0.00	118.00	674
0000091190	Invoice	08/18/2020	Remote Charger & Antenna for Crane Trk #1...	0.00	118.00	
00752	Grainger	09/22/2020	Regular	0.00	1,208.28	675
9631435741	Invoice	09/08/2020	Material to Repair PRV's	0.00	836.17	
9633198909	Invoice	08/26/2020	Material to Repair PRV's	0.00	4.93	
9633859427	Invoice	08/27/2020	Lift Station #8 Repair	0.00	34.58	
9633933784	Invoice	08/26/2020	Consumables for Misc. Repairs	0.00	332.60	
00771	Guardian Industrial Supply LLC	09/22/2020	Regular	0.00	939.18	676
066826	Invoice	08/28/2020	Stock Supplies - WTP	0.00	939.18	
00784	Half Associates, Inc.	09/22/2020	Regular	0.00	1,400.00	677
10041366	Invoice	08/20/2020	Engineering Review - Provence Phase 1, Sect...	0.00	1,400.00	
01025	Joey Sifuentes	09/22/2020	Regular	0.00	219.23	678
Reimb 09092020	Invoice	09/09/2020	Salt Lick - LM Staff Appreciation Lunch	0.00	219.23	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	09/22/2020	Regular	0.00	33,879.78	679
9713546	Invoice	08/24/2020	Anarene Tract Hill Tract SER	0.00	185.50	
97513505	Invoice	08/27/2020	Spanish Oaks	0.00	2,980.00	
97513506	Invoice	08/27/2020	2018 LUA/CIP/IF Update	0.00	82.50	
97513508	Invoice	08/27/2020	2019 Series Bond Issuance - Circle Drive	0.00	247.50	
97513509	Invoice	08/27/2020	2020 Rate Amendments	0.00	330.00	
97513534	Invoice	08/24/2020	General Counsel	0.00	7,500.00	
97513535	Invoice	08/24/2020	General Operations	0.00	2,681.50	
97513537	Invoice	08/24/2020	Hatchett Tract	0.00	132.50	
97513539	Invoice	08/24/2020	Headwaters/Barton Creek Dev SER Review	0.00	53.00	
97513540	Invoice	08/24/2020	Estates Center II SER Review	0.00	538.52	
97513541	Invoice	08/24/2020	Highpointe SER Review	0.00	503.50	
97513542	Invoice	08/24/2020	Lake Travis ISD Meter Access Agreement	0.00	846.50	
97513543	Invoice	08/24/2020	Raw Waterline No. 2	0.00	132.50	
97513545	Invoice	08/24/2020	Hays County 1 Belterra	0.00	79.50	
97513547	Invoice	08/24/2020	Spillman Townhomes N SSA	0.00	609.50	
97513551	Invoice	08/24/2020	Signal Hill Commercial Development SER	0.00	108.26	
97513811	Invoice	08/24/2020	Hatchett & JPH Capital Litigation	0.00	8,727.00	
97513813	Invoice	08/24/2020	Litigation Burba Ranch Impact	0.00	5,079.50	
97513814	Invoice	08/24/2020	Litigation Provence Impact Fees	0.00	3,062.50	
01324	Lower Colorado River Authority	09/22/2020	Regular	0.00	132,362.82	681
00529969 - 8/20	Invoice	08/31/2020	Purchase Water	0.00	126,888.09	
00530144 - 8/20	Invoice	08/31/2020	Purchase Water	0.00	5,474.73	
01349	Marcelo's Sand & Loam	09/22/2020	Regular	0.00	777.16	682
496237	Invoice	08/20/2020	1" Crushed Rock	0.00	753.16	
496238	Invoice	08/20/2020	Leveling Dump Fee	0.00	12.00	
496239	Invoice	08/20/2020	Leveling Dump Fee	0.00	12.00	
01434	McCoy's Building Supply	09/22/2020	Regular	0.00	1,929.10	683
7435543	Invoice	07/28/2020	Material to Replace Fence @ Lift Station #2	0.00	1,552.53	
7435949	Invoice	08/03/2020	Material to Repair Fence @ LS2 (5 yr Plan)	0.00	107.87	
7436555	Invoice	08/11/2020	Dominion Hill Meter Set	0.00	92.00	
7436989	Invoice	08/17/2020	Stock Supplies	0.00	67.96	
7437176	Invoice	08/19/2020	Stock Supplies	0.00	13.78	
7437249	Invoice	08/20/2020	Dominion Hills	0.00	94.96	
01654	PostNet TX144	09/22/2020	Regular	0.00	51.20	684
505738	Invoice	09/09/2020	Monthly Reports to TCEQ - August 2020	0.00	15.20	

Check Report

Date Range: 09/01/2020 - 09/30/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
505824	Invoice	09/10/2020	Sludge Reports to TCEQ	0.00	36.00	
02508	Quadient, Inc	09/22/2020	Regular	0.00	39.00	685
September 2020	Invoice	09/01/2020	Postage Purchases	0.00	39.00	
01707	Ready Refresh	09/22/2020	Regular	0.00	549.92	686
00G0126896174	Invoice	07/18/2020	Water Delivery & Rental Fees	0.00	270.54	
00H0126896174	Invoice	08/19/2020	Water Delivery & Rental Fees	0.00	20.00	
00I0126896174	Invoice	09/18/2020	Water Delivery & Rental Fees	0.00	259.38	
02649	SIRIUS Computer Solutions, Inc	09/22/2020	Regular	0.00	1,073.26	687
INV-000778354	Invoice	08/20/2020	Support License for Firewall	0.00	1,073.26	
01915	Smith Pump Company, Inc.	09/22/2020	Regular	0.00	3,260.00	688
S1017762	Invoice	08/31/2020	Repair at Lift Station #8	0.00	2,311.00	
S1017777	Invoice	09/03/2020	Pump Station #5 Pump #2	0.00	949.00	
02066	Spectrum	09/22/2020	Regular	0.00	124.62	689
0039409090420	Invoice	09/04/2020	Phone Service LS #20	0.00	124.62	
02013	Techline Pipe, LP	09/22/2020	Regular	0.00	695.56	691
1105835-00	Invoice	09/02/2020	Stock Supplies	0.00	695.56	
02037	The Bridge Group	09/22/2020	Regular	0.00	9,730.00	692
2020-0246	Invoice	08/31/2020	Misc Projects	0.00	350.00	
2020-0248	Invoice	09/11/2020	Dripping Springs ISD - Darden Hills	0.00	140.00	
2020-0249	Invoice	08/31/2020	Extra Space Storage - Hwy 290 West	0.00	210.00	
2020-0250	Invoice	08/31/2020	Fitzhugh 10	0.00	1,890.00	
2020-0251	Invoice	08/31/2020	Highpointe Phase 1, Section 3B	0.00	630.00	
2020-0252	Invoice	08/31/2020	Hillside at Spanish Oaks	0.00	630.00	
2020-0253	Invoice	08/31/2020	Longleaf at Bee Cave	0.00	140.00	
2020-0254	Invoice	08/31/2020	McGuire Event Center	0.00	140.00	
2020-0255	Invoice	08/31/2020	North End Restaurant	0.00	140.00	
2020-0256	Invoice	08/31/2020	Park at Bee Cave- Phases 4&5	0.00	350.00	
2020-0257	Invoice	08/31/2020	Parten Ranch Phase 5	0.00	140.00	
2020-0258	Invoice	08/31/2020	Piazza Center	0.00	140.00	
2020-0259	Invoice	08/31/2020	Provence Amenity Center	0.00	140.00	
2020-0260	Invoice	08/31/2020	Provence Phase 1, Section 3A	0.00	2,520.00	
2020-0261	Invoice	08/31/2020	Sawyer Ranch Phase 1	0.00	140.00	
2020-0262	Invoice	08/31/2020	Seven Oaks Office Complex	0.00	280.00	
2020-0263	Invoice	08/31/2020	Signal Hill Commercial	0.00	700.00	
2020-0264	Invoice	08/31/2020	Spillman Towns	0.00	1,050.00	
02647	Thompson Pipe Group Pressure	09/22/2020	Regular	0.00	5,216.50	695
Cd99004921	Invoice	08/31/2020	Repaired 30" CSC Raw Water Line	0.00	5,216.50	
02081	TML MultiState Intergovernmental EBP	09/22/2020	Regular	0.00	28,650.54	696
8702009A	Invoice	08/17/2020	Employee Benefits - September 2020	0.00	28,650.54	
02108	Travis County MUD No 16	09/22/2020	Regular	0.00	21,256.02	697
August 2020	Invoice	08/30/2020	Wastewater Billing Collections	0.00	21,256.02	
02133	Tyler Technologies, Inc	09/22/2020	Regular	0.00	943.75	698
025-305045	Invoice	07/29/2020	Incode Financial Management	0.00	343.75	
025-305561	Invoice	07/31/2020	AR Online Component - Annual Fee	0.00	600.00	
02144	USIC Locating Services, LLC	09/22/2020	Regular	0.00	3,145.83	699
396318	Invoice	08/31/2020	Locating Services 8/1/2020 - 8/31/2020	0.00	3,145.83	
02174	Waste Management of Texas	09/22/2020	Regular	0.00	1,020.76	700
2-56809-15069	Invoice	08/24/2020	Garbage Service 9/1/2020 - 9/30/2020	0.00	1,020.76	
02177	Wastewater Transport Services, LLC	09/22/2020	Regular	0.00	53,908.75	701
11106644	Invoice	08/01/2020	Sluge Disposal - WTP	0.00	5,175.00	

Check Report

Date Range: 09/01/2020 - 09/30/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
11106645	Invoice	08/01/2020	Sludge Disposal - Lakepointe WWTP	0.00	36,271.25	
11106647	Invoice	08/01/2020	Sludge Disposal- Bohls WWTP	0.00	8,050.00	
11106994	Invoice	08/22/2020	Emergency Service - WTP	0.00	1,012.50	
11106996	Invoice	08/22/2020	Emergency Service - LS#11	0.00	1,012.50	
11107060	Invoice	08/27/2020	Emergency Service - WTP	0.00	2,387.50	
00416	City of Austin	09/22/2020	Bank Draft	0.00	202.25	DFT0000289
040767986027	Invoice	08/28/2020	Utility Expense	0.00	202.25	
02548	BB&T - Conway	09/29/2020	Bank Draft	0.00	281.91	DFT0000310
5381 - 2020.08	Invoice	09/04/2020	Credit Card Purchases	0.00	281.91	
00173	BB&T - Harkrider	09/29/2020	Bank Draft	0.00	699.95	DFT0000311
8564 - 2020.08	Invoice	09/04/2020	Credit Card Purchases	0.00	699.95	
00174	BB&T - Jeffrey	09/29/2020	Bank Draft	0.00	1,039.64	DFT0000312
1073 - 2020.08	Invoice	09/04/2020	Credit Card Purchases	0.00	1,039.64	
00175	BB&T - Main Office 4972	09/29/2020	Bank Draft	0.00	4,700.78	DFT0000313
4972 - 2020.08	Invoice	09/04/2020	Credit Card Purchases	0.00	4,700.78	
02604	BB&T - Morgan	09/29/2020	Bank Draft	0.00	137.88	DFT0000314
2165 - 2020.08	Invoice	09/04/2020	Credit Card Purchases	0.00	137.88	
00179	BB&T - Riechers	09/29/2020	Bank Draft	0.00	1,688.69	DFT0000315
6961 - 2020.08	Invoice	09/04/2020	Credit Card Purchases	0.00	1,688.69	
02602	BB&T - Rodriguez	09/29/2020	Bank Draft	0.00	1,463.96	DFT0000316
2173 - 2020.08	Invoice	09/04/2020	Credit Card Purchases	0.00	1,463.96	
00180	BB&T - Sarot	09/29/2020	Bank Draft	0.00	2,775.55	DFT0000317
1040 - 2020.07	Credit Memo	08/05/2020	Chesteron - Credit Voucher	0.00	-2,627.31	
1040 - 2020.08	Invoice	09/04/2020	Credit Card Purchases	0.00	4,196.14	
1040-2020.07	Invoice	08/05/2020	Credit Card Purchases	0.00	1,206.72	
00183	BB&T - Smith	09/29/2020	Bank Draft	0.00	430.79	DFT0000318
9968 - 2020.08	Invoice	09/04/2020	Credit Card Purchases	0.00	430.79	
00184	BB&T - Strickland	09/29/2020	Bank Draft	0.00	56.61	DFT0000319
8622 - 2020.08	Invoice	09/04/2020	Credit Card Purchases	0.00	56.61	
00178	BB&T - Rendon	09/29/2020	Bank Draft	0.00	835.57	DFT0000326
1099 - 2020.08	Invoice	09/04/2020	Credit Card Purchases	0.00	835.57	
00182	BB&T - Sifuentes	09/29/2020	Bank Draft	0.00	3,455.09	DFT0000327
8145-2020.08	Invoice	09/04/2020	Credit Card Purchases	0.00	3,455.09	
00416	City of Austin	09/29/2020	Bank Draft	0.00	230.54	DFT0000328
040551993935	Invoice	07/30/2020	Utility Expense	0.00	230.54	
00172	BB&T - Gonzales	09/29/2020	Bank Draft	0.00	486.14	DFT0000329

Check Report

Date Range: 09/01/2020 - 09/30/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4294-2020.08	Invoice	09/04/2020	Credit Card Purchases	0.00	486.14	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	140	58	0.00	454,333.87
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	17	15	0.00	18,485.35
EFT's	0	0	0.00	0.00
	157	73	0.00	472,819.22

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	140	58	0.00	454,333.87
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	17	15	0.00	18,485.35
EFT's	0	0	0.00	0.00
	157	73	0.00	472,819.22

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	9/2020	472,819.22
			472,819.22

ITEM C

**West Travis County Public Utility Agency
Investment Report
Quarter Ended September 30, 2020**

BOARD OF DIRECTORS

West Travis County Public Utility Agency

Attached is the Quarterly Investment Report for the Quarter Ended September 30, 2020.

This report and the Agency's investment portfolio are in compliance with the investment strategies set forth in the Agency's investment policy and the Public Funds Investment Act.

The Investment Officer must attend at least one training seminar for ten hours within twelve months of taking office and at least ten hours of training within each two year period thereafter.

Compliance Record:

Investment Officer:

Jennifer Smith

Jennifer Smith

Jennifer Riechers

Training:

February 12, 2017 (Virtual Learning Concepts) - 10 hours

September 10-11, 2019 (UNT Center for Public Management) - 10 hours

September 10-11, 2019 (UNT Center for Public Management) - 10 hours

This report was presented for Board approval on October 22, 2020.



Jennifer Riechers
General Manager
Primary Investment Officer



Jennifer Smith, CPA
Controller
Investment Officer

Investment Accounts Activity Summary

All Funds	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Market Value
Beginning Balance	\$83,961,464.27	\$84,235,784.62	\$84,161,597.40	\$84,349,019.45	\$84,874,246.92	\$85,600,236.15	\$86,007,514.59	\$86,166,539.58	\$86,427,782.04	\$86,602,548.14	\$86,844,575.21	\$82,428,507.68	\$83,961,464.27
Interest	133,243.07	123,752.41	64,602.23	162,556.02	158,073.49	284,450.34	88,035.31	110,557.67	76,598.97	159,124.74	262,447.52	207,077.04	1,830,518.81
Accrued Interest Change	17,405.64	25,832.64	89,421.41	(4,288.16)	(6,479.42)	(133,698.03)	61,348.85	41,850.51	75,267.18	(6,759.64)	(121,187.95)	(71,554.06)	(32,841.03)
Other Income	-	-	-	-	-	-	-	-	-	(343.04)	-	-	(343.04)
Net Amortization	(11,914.16)	(21,120.44)	(5,850.20)	(13,907.24)	(10,531.48)	(35,540.90)	(12,879.13)	(25,850.47)	(9,418.70)	(19,526.35)	(56,241.36)	(60,336.80)	(283,117.23)
Transfer to BB&T/Other	-	-	-	-	-	-	-	-	-	-	(4,532,494.54)	-	(4,532,494.54)
Realized Gain (Loss)	5,086.16	(10,444.33)	(216.08)	2,110.49	15,772.25	(1,617.80)	(917.85)	(2,876.87)	(2,713.14)	(1,667.17)	25,672.50	66.91	28,255.07
Unrealized Gain (Loss)	134,412.55	(163,829.27)	42,062.19	381,711.45	598,401.80	295,831.04	26,175.88	166,965.29	37,180.94	114,070.67	36,459.71	(7,531.96)	1,661,910.29
Fees-BB&T	(3,912.91)	(1,993.23)	(2,597.50)	(2,955.09)	(2,737.41)	(2,146.21)	(2,738.07)	(2,967.67)	(2,149.15)	(2,872.14)	(3,914.41)	(2,078.63)	(33,062.42)
Fees-Sterling	-	(26,385.00)	-	-	(26,510.00)	-	-	(26,436.00)	-	-	(26,809.00)	-	(106,140.00)
Ending Balance	\$84,235,784.62	\$84,161,597.40	\$84,349,019.45	\$84,874,246.92	\$85,600,236.15	\$86,007,514.59	\$86,166,539.58	\$86,427,782.04	\$86,602,548.14	\$86,844,575.21	\$82,428,507.68	\$82,494,150.18	\$82,494,150.18

Portfolio Performance (net)	Time Weighted Return			
	One Month	Last 3 Months	Fiscal YTD	Since Inception
	Sep-20			12/31/2017
	0.08%	0.54%	3.82%	3.08%

Impact Fee Fund	\$30,562,143.81
Capital Projects Fund	25,981,450.08
Debt Service Fund	13,326,473.19
Facilities Fund	6,169,089.14
General Operating Fund	3,242,661.89
Rate Stabilization Fund	3,212,332.07
	<u>\$82,494,150.18</u>

Cash	\$ 3.98
Accrued Income	334,725.17
Money Market	217,747.25
US Govt Agency Bonds/Notes	12,048,090.80
US Govt Notes	17,862,703.45
Municipal Bonds	45,731,607.15
Corporate Bonds	6,299,272.38
	<u>\$82,494,150.18</u>



ACCOUNT NUMBER: M30024
WEST TRAVIS COUNTY PUBLIC
UTILITY AGENCY

WEST TRAVIS COUNTY PUBLIC
UTILITY AGENCY
13215 BEE CAVE PKWY
BLDG B SUITE 110
AUSTIN TX 78738

ENCLOSED IS YOUR REPORT OF INVESTMENTS AND TRANSACTIONS FOR THE PERIOD FROM 07/01/2020 TO 09/30/2020
IF YOU HAVE QUESTIONS ABOUT THIS REPORT, PLEASE CALL YOUR ADMINISTRATOR: JEFF ELLIOTT
AT TELEPHONE NUMBER: 205-445-2235

THIS IS A FULL ACCOUNTING OF THE FINANCIAL TRANSACTIONS OF THIS ACCOUNT FOR THE PERIOD AS
DENOTED ON THE ATTACHED STATEMENT. BRANCH BANKING AND TRUST COMPANY HEREBY CERTIFIES THIS REPORT
IS A COMPLETE AND ACCURATE REFLECTION OF ITS RECORDS, IN ACCORDANCE WITH 29 CFR 2520.103-5(c).

AUTHORIZED SIGNATURE



ACCOUNT STATEMENT

Statement Period
Account Number

07/01/2020 through 09/30/2020
M30024
WEST TRAVIS COUNTY PUBLIC
UTILITY AGENCY

Index Of Related Accounts

THIS REPORT CONSOLIDATES THE ACTIVITY OF
THE FOLLOWING ACCOUNTS:

ACCOUNT	NAME
2274000063	BRANCH BANKING AND TRUST COMPANY CUSTODIAN FOR WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY GENERAL FUND
2274000072	BRANCH BANKING AND TRUST COMPANY CUSTODIAN FOR WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY RATE STABILIZATION FUND
2274000081	BRANCH BANKING AND TRUST COMPANY CUSTODIAN FOR WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY FACILITIES FUND
2274000090	BRANCH BANKING AND TRUST COMPANY CUSTODIAN FOR WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY CAPITAL PROJECTS FUND
2274000107	BRANCH BANKING AND TRUST COMPANY CUSTODIAN FOR WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY IMPACT FEE FUND
2274000116	BRANCH BANKING AND TRUST COMPANY CUSTODIAN FOR WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY DEBT SERVICE FUND



ACCOUNT STATEMENT

Statement Period
Account Number

07/01/2020 through 09/30/2020
M30024
WEST TRAVIS COUNTY PUBLIC
UTILITY AGENCY

Summary Of Fund

	COST VALUE	MARKET VALUE
BEGINNING BALANCE AS OF 07/01/2020	84,938,422.81	86,602,548.14
INTEREST	628,649.30	628,649.30
LESS BEGINNING ACCRUED INCOME	534,226.82 -	534,226.82 -
ACCRUED INCOME	334,725.17	334,725.17
OTHER RECEIPTS	840,000.00	851,085.52
NET AMORTIZATION/ACCRETION	136,104.51 -	136,104.51 -
REALIZED GAIN OR LOSS	360,151.02	21,295.18
IN-KIND REALIZED GAINS & LOSSES REDUCTIONS	0.00	317.30 -
UNREALIZED GAINS & LOSSES	0.00	146,092.78
TRUSTEE FEES/EXPENSES	8,865.18 -	8,865.18 -
OTHER DISBURSEMENTS	4,559,303.54 -	4,559,303.54 -
NON-CASH DISTRIBUTIONS	840,000.00 -	851,428.56 -
ENDING BALANCE AS OF 09/30/2020	81,023,448.25	82,494,150.18



ACCOUNT STATEMENT

Statement Period
Account Number

07/01/2020 through 09/30/2020
M30024
WEST TRAVIS COUNTY PUBLIC
UTILITY AGENCY

Balance Sheet

	AS OF 07/01/2020		AS OF 09/30/2020	
	COST VALUE	MARKET VALUE	COST VALUE	MARKET VALUE
A S S E T S				
CASH	157.21	157.21	3.98	3.98
DUE FROM BROKERS	0.00	0.00	0.00	0.00
ACCRUED INCOME	534,226.82	534,226.82	334,725.17	334,725.17
TOTAL CASH & RECEIVABLES	534,384.03	534,384.03	334,729.15	334,729.15
CASH EQUIVALENTS				
MONEY MARKET	2,424,136.30	2,424,136.30	217,747.25	217,747.25
TOTAL CASH EQUIVALENTS	2,424,136.30	2,424,136.30	217,747.25	217,747.25
BONDS				
US GOVERNMENT AGENCY BDS/NOTES	8,512,816.24	8,600,139.90	11,950,408.65	12,048,090.80
US GOVERNMENT NOTES	23,246,368.32	24,084,503.12	17,352,541.58	17,862,703.45
MUNICIPAL BDS	45,946,566.42	46,537,617.20	44,982,286.97	45,731,607.15
CORPORATE BDS	6,514,151.50	6,661,767.59	6,185,734.65	6,299,272.38
TOTAL BONDS	84,219,902.48	85,884,027.81	80,470,971.85	81,941,673.78
TOTAL HOLDINGS	86,644,038.78	88,308,164.11	80,688,719.10	82,159,421.03
TOTAL ASSETS	87,178,422.81	88,842,548.14	81,023,448.25	82,494,150.18
L I A B I L I T I E S				
DUE TO BROKERS	2,240,000.00	2,240,000.00	0.00	0.00
TOTAL LIABILITIES	2,240,000.00	2,240,000.00	0.00	0.00
TOTAL NET ASSET VALUE	84,938,422.81	86,602,548.14	81,023,448.25	82,494,150.18

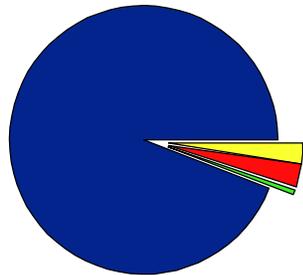


ACCOUNT STATEMENT

Statement Period
Account Number

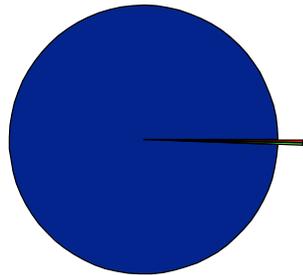
07/01/2020 through 09/30/2020
M30024
WEST TRAVIS COUNTY PUBLIC
UTILITY AGENCY

Beginning Market Allocation



99.2%	 BONDS	85,884,027.81
0.6%	 CASH & RECEIVABLES	534,384.03
2.6%	 CASH EQUIVALENTS	2,424,136.30
2.4%	 LIABILITIES	2,240,000.00-
100.0%	Total	86,602,548.14

Ending Market Allocation



99.3%	 BONDS	81,941,673.78
0.4%	 CASH & RECEIVABLES	334,729.15
0.3%	 CASH EQUIVALENTS	217,747.25
100.0%	Total	82,494,150.18



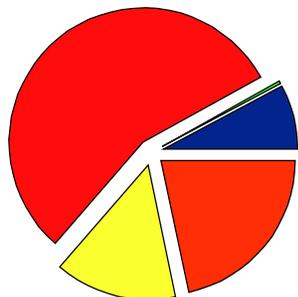
ACCOUNT STATEMENT

Statement Period 07/01/2020 through 09/30/2020
 Account Number M30024
 WEST TRAVIS COUNTY PUBLIC
 UTILITY AGENCY

Schedule Of Asset Detail

DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
MONEY MARKET	217,747.25	217,747.25	0	0.00
US GOVERNMENT AGENCY BDS/NOTES	12,048,090.80	11,950,408.65	15	20,841.07
US GOVERNMENT NOTES	17,862,703.45	17,352,541.58	22	65,864.13
MUNICIPAL BDS	45,731,607.15	44,982,286.97	55	213,181.23
CORPORATE BDS	6,299,272.38	6,185,734.65	8	34,838.74
TOTAL INVESTMENTS	82,159,421.03	80,688,719.10		334,725.17
CASH	3.98			
DUE FROM BROKER	0.00			
DUE TO BROKER	0.00			
ACCRUED INCOME	334,725.17			
TOTAL MARKET VALUE	82,494,150.18			

Ending Asset Allocation



7.7%	■ CORPORATE BDS	6,299,272.38
0.3%	■ MONEY MARKET	217,747.25
55.6%	■ MUNICIPAL BDS	45,731,607.15
14.7%	■ US GOVERNMENT AGENCY BDS/NOTES	12,048,090.80
21.7%	■ US GOVERNMENT NOTES	17,862,703.45
100.0%	Total	82,159,421.03



ACCOUNT STATEMENT

Statement Period 07/01/2020 through 09/30/2020
 Account Number M30024
 WEST TRAVIS COUNTY PUBLIC
 UTILITY AGENCY

Asset Detail As Of 09/30/2020

UNITS/BOOK VALUE	DESCRIPTION	ORIGINAL FACE	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
MONEY MARKET						
217,747.25	CUSIP # SA0000602 BB&T COLLATERALIZED DEPOSIT PROGRAM FOR TEXAS PUBLIC FUNDS		217,747.25	217,747.25	0	0.00
	9,029.63 ACCOUNT 2274000063					
	9,817.69 ACCOUNT 2274000072					
	19,163.84 ACCOUNT 2274000081					
	61,219.13 ACCOUNT 2274000090					
	85,845.8 ACCOUNT 2274000107					
	32,671.16 ACCOUNT 2274000116					
			217,747.25	217,747.25	0	0.00
US GOVERNMENT AGENCY BDS/NOTES						
3,000,000	CUSIP # 313380GJ0 FED HOME LOAN BANK DTD 08/13/2012 2% 09/09/2022		3,108,540.00	3,025,793.80	4	3,666.66
	110,000 ACCOUNT 2274000063					
	110,000 ACCOUNT 2274000072					
	215,000 ACCOUNT 2274000081					
	895,000 ACCOUNT 2274000090					
	1,055,000 ACCOUNT 2274000107					
	615,000 ACCOUNT 2274000116					
1,115,000	CUSIP # 313382AX1 FED HOME LOAN BANK DTD 02/08/2013 2.125% 03/10/2023		1,167,639.15	1,161,779.19	1	1,382.13
	65,000 ACCOUNT 2274000063					
	60,000 ACCOUNT 2274000072					
	100,000 ACCOUNT 2274000081					
	305,000 ACCOUNT 2274000090					
	375,000 ACCOUNT 2274000107					
	210,000 ACCOUNT 2274000116					



ACCOUNT STATEMENT

Statement Period 07/01/2020 through 09/30/2020
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 WEST TRAVIS COUNTY PUBLIC
 UTILITY AGENCY

Asset Detail As Of 09/30/2020

UNITS/BOOK VALUE	DESCRIPTION	ORIGINAL FACE	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,425,000	CUSIP # 3133EJFK0 FED FARM CREDIT BANK DTD 03/08/2018 2.65% 03/08/2023		1,509,630.75	1,497,351.71	2	2,412.62
	55,000	ACCOUNT 2274000063				
	55,000	ACCOUNT 2274000072				
	100,000	ACCOUNT 2274000081				
	425,000	ACCOUNT 2274000090				
	500,000	ACCOUNT 2274000107				
	290,000	ACCOUNT 2274000116				
1,500,000	CUSIP # 3133ELB94 FED FARM CREDIT BANK DTD 05/27/2020 .53% 11/27/2023		1,500,075.00	1,500,000.00	2	2,738.34
	55,000	ACCOUNT 2274000063				
	55,000	ACCOUNT 2274000072				
	105,000	ACCOUNT 2274000081				
	450,000	ACCOUNT 2274000090				
	525,000	ACCOUNT 2274000107				
	310,000	ACCOUNT 2274000116				
1,300,000	CUSIP # 3134GVA57 FED HOME LOAN MTGE CORP DTD 05/29/2020 .55% 11/27/2023		1,300,000.00	1,300,000.00	2	2,423.07
	48,000	ACCOUNT 2274000063				
	48,000	ACCOUNT 2274000072				
	92,000	ACCOUNT 2274000081				
	388,000	ACCOUNT 2274000090				
	457,000	ACCOUNT 2274000107				
	267,000	ACCOUNT 2274000116				
1,635,000	CUSIP # 3135G0V75 FED NATL MTG ASSN 1.75% SNR PIDI FNMA NTS 1.75% 07/02/2024		1,725,644.40	1,729,633.80	2	7,073.63
	60,000	ACCOUNT 2274000063				
	60,000	ACCOUNT 2274000072				
	115,000	ACCOUNT 2274000081				
	490,000	ACCOUNT 2274000090				
	575,000	ACCOUNT 2274000107				
	335,000	ACCOUNT 2274000116				



ACCOUNT STATEMENT

Statement Period
Account Number

07/01/2020 through 09/30/2020
M30024
WEST TRAVIS COUNTY PUBLIC
UTILITY AGENCY

Asset Detail As Of 09/30/2020

UNITS/BOOK VALUE	DESCRIPTION	ORIGINAL FACE	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,735,000	CUSIP # 3137EAES4 FED HOME LOAN MTG CORP DTD 06/26/2020 .25% 06/26/2023		1,736,561.50	1,735,850.15	2	1,144.62
	65,000 ACCOUNT 2274000063					
	65,000 ACCOUNT 2274000072					
	125,000 ACCOUNT 2274000081					
	515,000 ACCOUNT 2274000090					
	610,000 ACCOUNT 2274000107					
	355,000 ACCOUNT 2274000116					
			12,048,090.80	11,950,408.65	15	20,841.07
US GOVERNMENT NOTES						
2,270,000	CUSIP # 9128283U2 US TREASURY NOTE DTD 01/31/2018 2.375% 01/31/2023		2,388,289.70	2,314,789.54	3	9,083.09
	110,000 ACCOUNT 2274000063					
	100,000 ACCOUNT 2274000072					
	205,000 ACCOUNT 2274000081					
	855,000 ACCOUNT 2274000090					
	1,000,000 ACCOUNT 2274000107					
20,000	CUSIP # 9128284L1 US TREASURY NOTE DTD 04/30/2018 2.75% 04/30/2023		21,340.60	21,075.71	0	230.16
	20,000 ACCOUNT 2274000072					
2,085,000	CUSIP # 9128284S6 US TREASURY NOTE DTD 5/31/2018 2.75% 05/31/2023		2,229,407.10	2,158,417.75	3	19,269.16
	65,000 ACCOUNT 2274000063					
	55,000 ACCOUNT 2274000072					
	45,000 ACCOUNT 2274000081					
	690,000 ACCOUNT 2274000090					
	810,000 ACCOUNT 2274000107					
	420,000 ACCOUNT 2274000116					



ACCOUNT STATEMENT

Statement Period 07/01/2020 through 09/30/2020
 Account Number M30024
 WEST TRAVIS COUNTY PUBLIC
 UTILITY AGENCY

Asset Detail As Of 09/30/2020

UNITS/BOOK VALUE	DESCRIPTION	ORIGINAL FACE	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,910,000	CUSIP # 9128285U0 US TREASURY NOTE DTD 12/31/2018 2.625% 12/31/2023		2,061,539.40	2,065,709.76	2	12,670.61
	90,000 ACCOUNT 2274000063					
	90,000 ACCOUNT 2274000072					
	170,000 ACCOUNT 2274000081					
	715,000 ACCOUNT 2274000090					
	845,000 ACCOUNT 2274000107					
2,750,000	CUSIP # 912828L57 US TREASURY NOTE DTD 09/30/2015 1.75% 09/30/2022		2,838,935.00	2,764,691.32	3	132.22
	135,000 ACCOUNT 2274000063					
	135,000 ACCOUNT 2274000072					
	215,000 ACCOUNT 2274000081					
	1,000,000 ACCOUNT 2274000090					
	1,265,000 ACCOUNT 2274000107					
2,545,000	CUSIP # 912828M49 US TREASURY NOTE DTD 11/02/2015 1.875% 10/31/2022		2,637,052.65	2,568,998.80	3	19,969.26
	115,000 ACCOUNT 2274000063					
	105,000 ACCOUNT 2274000072					
	225,000 ACCOUNT 2274000081					
	1,000,000 ACCOUNT 2274000090					
	1,100,000 ACCOUNT 2274000107					
3,030,000	CUSIP # 912828P79 US TREASURY NOTE DTD 02/29/2016 1.5% 02/28/2023		3,129,535.50	2,949,331.64	4	3,892.13
	115,000 ACCOUNT 2274000063					
	105,000 ACCOUNT 2274000072					
	260,000 ACCOUNT 2274000081					
	985,000 ACCOUNT 2274000090					
	1,155,000 ACCOUNT 2274000107					
	410,000 ACCOUNT 2274000116					



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UNITS/BOOK VALUE	DESCRIPTION	ORIGINAL FACE	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
2,200,000	CUSIP # 912828Q29 US TREASURY NOTE DTD 03/31/2016 1.5% 03/31/2023		2,274,514.00	2,234,346.40	3	90.66
	85,000 ACCOUNT 2274000063					
	85,000 ACCOUNT 2274000072					
	165,000 ACCOUNT 2274000081					
	685,000 ACCOUNT 2274000090					
	810,000 ACCOUNT 2274000107					
	370,000 ACCOUNT 2274000116					
275,000	CUSIP # 912828YA2 US TREASURY NOTE DTD 08/15/2019 1.5% 08/15/2022		282,089.50	275,180.66	0	526.84
	45,000 ACCOUNT 2274000063					
	60,000 ACCOUNT 2274000072					
	170,000 ACCOUNT 2274000081					
			17,862,703.45	17,352,541.58	22	65,864.13
MUNICIPAL BDS						
800,000	CUSIP # 013493JR3 ALBUQUERQUE BERNALILLO CNTY NM TXBL DTD 07/07/2020 .553% 07/01/2023		801,600.00	800,000.00	1	1,032.27
	30,000 ACCOUNT 2274000063					
	30,000 ACCOUNT 2274000072					
	55,000 ACCOUNT 2274000081					
	240,000 ACCOUNT 2274000090					
	280,000 ACCOUNT 2274000107					
	165,000 ACCOUNT 2274000116					
545,000	CUSIP # 014393WE8 ALDINE TX INDEP SCH DIST DTD 02/15/2017 5% 02/15/2022		581,226.15	582,661.41	1	3,481.95
	20,000 ACCOUNT 2274000063					
	20,000 ACCOUNT 2274000072					
	40,000 ACCOUNT 2274000081					
	165,000 ACCOUNT 2274000090					
	185,000 ACCOUNT 2274000107					
	115,000 ACCOUNT 2274000116					



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670,000	CUSIP # 037591RN6 APEX NC DTD 06/04/2020 5% 06/01/2023		755,250.80	759,840.30	1	10,887.50
	25,000 ACCOUNT 2274000063					
	25,000 ACCOUNT 2274000072					
	45,000 ACCOUNT 2274000081					
	200,000 ACCOUNT 2274000090					
	235,000 ACCOUNT 2274000107					
	140,000 ACCOUNT 2274000116					
1,015,000	CUSIP # 052414NP0 AUSTIN TX TX ELEC UTILITY SYS REV TXBL REF SER B DTD 12/01/2012 2.356% 11/15/2021		1,039,177.30	1,042,668.90	1	9,033.96
	35,000 ACCOUNT 2274000063					
	35,000 ACCOUNT 2274000072					
	70,000 ACCOUNT 2274000081					
	305,000 ACCOUNT 2274000090					
	360,000 ACCOUNT 2274000107					
	210,000 ACCOUNT 2274000116					
650,000	CUSIP # 114894ZG6 BROWARD CNTY FL ARPT SYS REV TXBL-REF-SER C DTD 11/21/2019 1.874% 10/01/2021		653,269.50	650,000.00	1	6,090.50
	25,000 ACCOUNT 2274000063					
	25,000 ACCOUNT 2274000072					
	45,000 ACCOUNT 2274000081					
	195,000 ACCOUNT 2274000090					
	225,000 ACCOUNT 2274000107					
	135,000 ACCOUNT 2274000116					
995,000	CUSIP # 13063DLY2 CALIFORNIA ST TXBL-VARIOUS PURPOSE-BID GROUP A DTD 04/04/2019 2.35% 04/01/2022		1,023,546.55	1,003,616.54	1	11,691.25
	45,000 ACCOUNT 2274000063					
	45,000 ACCOUNT 2274000072					
	90,000 ACCOUNT 2274000081					
	375,000 ACCOUNT 2274000090					
	440,000 ACCOUNT 2274000107					



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440,000	CUSIP # 16772PCJ3 CHICAGO IL TXBL DTD 09/03/2020 1.838% 12/01/2023		447,378.80	440,000.00	1	629.01
	17,000	ACCOUNT 2274000063				
	17,000	ACCOUNT 2274000072				
	33,000	ACCOUNT 2274000081				
	139,000	ACCOUNT 2274000090				
	163,000	ACCOUNT 2274000107				
	71,000	ACCOUNT 2274000116				
700,000	CUSIP # 198504ZY1 COLUMBIA SC WTRWKS & SWR SYS TXBL-REF-SER B DTD 12/05/2019 1.86% 02/01/2022		709,100.00	700,000.00	1	2,170.00
	25,000	ACCOUNT 2274000063				
	25,000	ACCOUNT 2274000072				
	50,000	ACCOUNT 2274000081				
	210,000	ACCOUNT 2274000090				
	245,000	ACCOUNT 2274000107				
	145,000	ACCOUNT 2274000116				
370,000	CUSIP # 20772G4V7 CONNECTICUT ST BUILD AMERICA BONDS DTD 12/23/2009 4.95% 12/01/2020		372,767.60	373,528.07	0	6,105.00
	15,000	ACCOUNT 2274000063				
	15,000	ACCOUNT 2274000072				
	25,000	ACCOUNT 2274000081				
	110,000	ACCOUNT 2274000090				
	130,000	ACCOUNT 2274000107				
	75,000	ACCOUNT 2274000116				
400,000	CUSIP # 20772KJT7 CONNECTICUT ST TXBL DTD 06/11/2020 3% 07/01/2021		407,768.00	405,984.00	0	3,666.66
	15,000	ACCOUNT 2274000063				
	15,000	ACCOUNT 2274000072				
	30,000	ACCOUNT 2274000081				
	120,000	ACCOUNT 2274000090				
	140,000	ACCOUNT 2274000107				
	80,000	ACCOUNT 2274000116				



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910,000	CUSIP # 212204JC6 CONTRA COSTA CA CMNTY CLG DIST TXBL DTD 09/12/2019 1.652% 08/01/2022		928,427.50	910,000.00	1	2,505.55
	35,000 ACCOUNT 2274000063					
	35,000 ACCOUNT 2274000072					
	65,000 ACCOUNT 2274000081					
	270,000 ACCOUNT 2274000090					
	320,000 ACCOUNT 2274000107					
	185,000 ACCOUNT 2274000116					
690,000	CUSIP # 23542JQN8 DALLAS TX TXBL WTRWKS DTD 07/07/2020 .857% 10/01/2024		695,733.90	690,000.00	1	1,379.76
	25,000 ACCOUNT 2274000063					
	25,000 ACCOUNT 2274000072					
	50,000 ACCOUNT 2274000081					
	205,000 ACCOUNT 2274000090					
	245,000 ACCOUNT 2274000107					
	140,000 ACCOUNT 2274000116					
1,000,000	CUSIP # 343246EL4 FLORIDA ST WTR POLL CONTROL FING CORP REV TXBL-SER A DTD 01/16/2020 2% 01/15/2023		1,035,050.00	1,001,348.31	1	4,222.23
	37,000 ACCOUNT 2274000063					
	37,000 ACCOUNT 2274000072					
	71,000 ACCOUNT 2274000081					
	300,000 ACCOUNT 2274000090					
	350,000 ACCOUNT 2274000107					
	205,000 ACCOUNT 2274000116					
895,000	CUSIP # 3733845M4 GEORGIA ST TXBL-REF-SER D DTD 07/07/2016 3% 07/01/2021		914,153.00	897,124.54	1	6,712.50
	45,000 ACCOUNT 2274000063					
	40,000 ACCOUNT 2274000072					
	80,000 ACCOUNT 2274000081					
	335,000 ACCOUNT 2274000090					
	395,000 ACCOUNT 2274000107					



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1,000,000	CUSIP # 386138ZT1 GRAND PRAIRIE TX TXBL-SER B DTD 08/15/2019 1.896% 02/15/2023		1,029,040.00	1,000,000.00	1	2,422.67
	40,000 ACCOUNT 2274000063					
	35,000 ACCOUNT 2274000072					
	70,000 ACCOUNT 2274000081					
	300,000 ACCOUNT 2274000090					
	350,000 ACCOUNT 2274000107					
	205,000 ACCOUNT 2274000116					
1,300,000	CUSIP # 4386705U1 HONOLULU CITY & CNTY HI TXBL-REF-GREEN BOND-SER D DTD 10/26/2016 1.991% 10/01/2022		1,343,459.00	1,274,936.00	2	12,941.51
	50,000 ACCOUNT 2274000063					
	50,000 ACCOUNT 2274000072					
	90,000 ACCOUNT 2274000081					
	390,000 ACCOUNT 2274000090					
	455,000 ACCOUNT 2274000107					
	265,000 ACCOUNT 2274000116					
795,000	CUSIP # 4423315S9 HOUSTON TX TXBL-REF-SER B DTD 09/10/2019 1.82% 03/01/2023		813,388.35	795,000.00	1	1,205.76
	30,000 ACCOUNT 2274000063					
	30,000 ACCOUNT 2274000072					
	55,000 ACCOUNT 2274000081					
	235,000 ACCOUNT 2274000090					
	280,000 ACCOUNT 2274000107					
	165,000 ACCOUNT 2274000116					
705,000	CUSIP # 44244CXL6 HOUSTON TX UTILITY SYS REV TXBL-REF-FIRST LIEN-SER C DTD 09/17/2019 1.716% 11/15/2022		726,481.35	705,000.00	1	4,570.29
	25,000 ACCOUNT 2274000063					
	25,000 ACCOUNT 2274000072					
	50,000 ACCOUNT 2274000081					
	210,000 ACCOUNT 2274000090					
	250,000 ACCOUNT 2274000107					
	145,000 ACCOUNT 2274000116					



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795,000	CUSIP # 47770VAX8 JOBSONHIO BEVERAGE SYS STWD LIQUOR PROFITS REV TXBL-SER B DTD 02/01/2013 3.235% 01/01/2023		843,049.80	818,178.08	1	6,429.57
	40,000	ACCOUNT 2274000063				
	35,000	ACCOUNT 2274000072				
	70,000	ACCOUNT 2274000081				
	300,000	ACCOUNT 2274000090				
	350,000	ACCOUNT 2274000107				
650,000	CUSIP # 47770VBB5 JOBSONHIO BEVERAGE SYS STWD LIQUOR PROFITS REV TXBL-SER A DTD 02/05/2020 1.686% 01/01/2022		660,185.50	650,000.00	1	2,739.78
	25,000	ACCOUNT 2274000063				
	25,000	ACCOUNT 2274000072				
	45,000	ACCOUNT 2274000081				
	195,000	ACCOUNT 2274000090				
	225,000	ACCOUNT 2274000107				
	135,000	ACCOUNT 2274000116				
425,000	CUSIP # 47770VBC3 JOBSONHIO BEVERAGE SYS STWD LIQUOR PROFITS REV TXBL-SER A DTD 02/05/2020 1.731% 01/01/2023		435,272.25	425,000.00	1	1,839.20
	15,000	ACCOUNT 2274000063				
	15,000	ACCOUNT 2274000072				
	30,000	ACCOUNT 2274000081				
	125,000	ACCOUNT 2274000090				
	150,000	ACCOUNT 2274000107				
	90,000	ACCOUNT 2274000116				
415,000	CUSIP # 575831GE6 MASSACHUSETTS ST TXBL DTD 11/19/2019 1.866% 05/01/2022		423,939.10	415,000.00	1	3,226.65
	15,000	ACCOUNT 2274000063				
	15,000	ACCOUNT 2274000072				
	30,000	ACCOUNT 2274000081				
	125,000	ACCOUNT 2274000090				
	145,000	ACCOUNT 2274000107				
	85,000	ACCOUNT 2274000116				



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420,000	CUSIP # 575831GL0 MASSACHUSETTS ST TXBL DTD 11/01/2020 1.866% 05/01/2022		427,375.20	420,000.00	1	3,265.52
	15,000 ACCOUNT 2274000063					
	15,000 ACCOUNT 2274000072					
	30,000 ACCOUNT 2274000081					
	125,000 ACCOUNT 2274000090					
	145,000 ACCOUNT 2274000107					
	90,000 ACCOUNT 2274000116					
920,000	CUSIP # 576000ZC0 MASSACHUSETTS ST SCH BLDG TXBL DTD 07/15/2020 .618% 08/15/2023		924,563.20	920,000.00	1	1,200.28
	35,000 ACCOUNT 2274000063					
	35,000 ACCOUNT 2274000072					
	65,000 ACCOUNT 2274000081					
	275,000 ACCOUNT 2274000090					
	320,000 ACCOUNT 2274000107					
	190,000 ACCOUNT 2274000116					
775,000	CUSIP # 576051VV5 MASSACHUSETTS ST WTR RESOURCES AUTH TXBL- REF-GREEN BOND-SER F DTD 11/01/2019 1.734% 08/01/2022		792,422.00	775,000.00	1	2,239.75
	30,000 ACCOUNT 2274000063					
	30,000 ACCOUNT 2274000072					
	55,000 ACCOUNT 2274000081					
	230,000 ACCOUNT 2274000090					
	270,000 ACCOUNT 2274000107					
	160,000 ACCOUNT 2274000116					
730,000	CUSIP # 59333FYP9 MIAMI-DADE CNTY FL TXBL DTD 06/24/2020 .55% 07/01/2021		730,576.70	730,000.00	1	1,081.83
	30,000 ACCOUNT 2274000063					
	25,000 ACCOUNT 2274000072					
	50,000 ACCOUNT 2274000081					
	220,000 ACCOUNT 2274000090					
	255,000 ACCOUNT 2274000107					
	150,000 ACCOUNT 2274000116					



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690,000	CUSIP # 613741KM8 MONTGOMERY CNTY VA ECON DEV AUTH REV TXBL REF-VIRGINIA TECH FOUNDATION SER B DTD 11/05/2019 1.941% 06/01/2022		703,137.60	690,000.00	1	4,464.30
	25,000 ACCOUNT 2274000063					
	25,000 ACCOUNT 2274000072					
	50,000 ACCOUNT 2274000081					
	205,000 ACCOUNT 2274000090					
	245,000 ACCOUNT 2274000107					
	140,000 ACCOUNT 2274000116					
680,000	CUSIP # 63968AZ81 NEBRASKA ST PUBLIC PWR DIST REV TXBL REF-SER B1 DTD 10/29/2019 2.063% 01/01/2022		691,192.80	680,281.52	1	3,507.11
	25,000 ACCOUNT 2274000063					
	25,000 ACCOUNT 2274000072					
	50,000 ACCOUNT 2274000081					
	200,000 ACCOUNT 2274000090					
	240,000 ACCOUNT 2274000107					
	140,000 ACCOUNT 2274000116					
1,225,000	CUSIP # 64966MM48 NEW YORK NY TXBL-REF-FISCAL 2019-SUBSER F-2 DTD 03/19/2019 2.81% 08/01/2021		1,246,829.50	1,225,000.00	2	5,737.08
	45,000 ACCOUNT 2274000063					
	45,000 ACCOUNT 2274000072					
	90,000 ACCOUNT 2274000081					
	365,000 ACCOUNT 2274000090					
	430,000 ACCOUNT 2274000107					
	250,000 ACCOUNT 2274000116					
1,235,000	CUSIP # 64972HE65 NEW YORK CITY NY TRANSITIONAL FIN AUTH BLDG AID REV TXBL-REF-SER S-48 DTD 03/22/2018 2.62% 07/15/2021		1,256,451.95	1,232,159.50	2	6,830.91
	45,000 ACCOUNT 2274000063					
	45,000 ACCOUNT 2274000072					
	85,000 ACCOUNT 2274000081					
	370,000 ACCOUNT 2274000090					
	435,000 ACCOUNT 2274000107					
	255,000 ACCOUNT 2274000116					



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415,000	CUSIP # 649791PM6 NEW YORK ST TXBL-REF-SER B-GROUP 1 DTD 10/30/2019 1.9% 02/15/2022		424,383.15	415,000.00	1	1,007.53
	15,000 ACCOUNT 2274000063					
	15,000 ACCOUNT 2274000072					
	30,000 ACCOUNT 2274000081					
	125,000 ACCOUNT 2274000090					
	145,000 ACCOUNT 2274000107					
	85,000 ACCOUNT 2274000116					
850,000	CUSIP # 64985TAX9 NEW YORK ST URBAN DEV CORP TXBL-REF-SER B DTD 10/30/2019 1.91% 03/15/2023		874,114.50	850,000.00	1	721.57
	30,000 ACCOUNT 2274000063					
	30,000 ACCOUNT 2274000072					
	60,000 ACCOUNT 2274000081					
	255,000 ACCOUNT 2274000090					
	300,000 ACCOUNT 2274000107					
	175,000 ACCOUNT 2274000116					
750,000	CUSIP # 64990FRJ5 NEW YORK ST TXBL-DORM AUTH ST PERS INCOME TAX REV DTD 01/03/2020 1.935% 02/15/2022		762,030.00	750,000.00	1	1,854.38
	25,000 ACCOUNT 2274000063					
	30,000 ACCOUNT 2274000072					
	55,000 ACCOUNT 2274000081					
	225,000 ACCOUNT 2274000090					
	260,000 ACCOUNT 2274000107					
	155,000 ACCOUNT 2274000116					
850,000	CUSIP # 6500354T2 NEW YORK ST URBAN DEV CORP REV TXBL-REF-SER B-GROUP B DTD 03/23/2017 2.67% 03/15/2023		889,151.00	850,845.00	1	1,008.66
	30,000 ACCOUNT 2274000063					
	40,000 ACCOUNT 2274000072					
	75,000 ACCOUNT 2274000081					
	245,000 ACCOUNT 2274000090					
	290,000 ACCOUNT 2274000107					
	170,000 ACCOUNT 2274000116					



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400,000	CUSIP # 65819WAN3 NORTH CAROLINA ST ESTRN MUNIPWR AGY REV TXBL- REF-AGM-CR DTD 07/31/2015 3.308% 07/01/2021		407,536.00	402,050.93	0	3,308.00
	30,000 ACCOUNT 2274000063					
	40,000 ACCOUNT 2274000072					
	70,000 ACCOUNT 2274000081					
	120,000 ACCOUNT 2274000090					
	140,000 ACCOUNT 2274000107					
740,000	CUSIP # 678519ZG7 OKLAHOMA CITY OK TXBL DTD 03/01/2019 4% 03/01/2022		775,527.40	755,488.80	1	2,466.66
	30,000 ACCOUNT 2274000063					
	25,000 ACCOUNT 2274000072					
	55,000 ACCOUNT 2274000081					
	220,000 ACCOUNT 2274000090					
	260,000 ACCOUNT 2274000107					
	150,000 ACCOUNT 2274000116					
680,000	CUSIP # 68607DTT2 OREGON ST DEPT OF TRANSPRTN HIGHWAY USER TAX REV TXBL-REF SR LIEN-SER B DTD 11/20/2019 1.855% 11/15/2022		702,569.20	680,000.00	1	4,765.29
	25,000 ACCOUNT 2274000063					
	25,000 ACCOUNT 2274000072					
	50,000 ACCOUNT 2274000081					
	200,000 ACCOUNT 2274000090					
	240,000 ACCOUNT 2274000107					
	140,000 ACCOUNT 2274000116					
585,000	CUSIP # 68609TUR7 OREGON ST TXBL DT D06/17/2020 .502% 05/01/2022		586,620.45	585,000.00	1	848.39
	25,000 ACCOUNT 2274000063					
	20,000 ACCOUNT 2274000072					
	40,000 ACCOUNT 2274000081					
	175,000 ACCOUNT 2274000090					
	205,000 ACCOUNT 2274000107					
	120,000 ACCOUNT 2274000116					



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500,000	CUSIP # 68609TUS5 OREGON ST TXBL 06/17/2020 .655% 05/01/2023		502,955.00	500,000.00	1	946.10
	20,000 ACCOUNT 2274000063					
	20,000 ACCOUNT 2274000072					
	35,000 ACCOUNT 2274000081					
	150,000 ACCOUNT 2274000090					
	175,000 ACCOUNT 2274000107					
	100,000 ACCOUNT 2274000116					
270,000	CUSIP # 709235R80 PENNSYLVANIA ST UNIV TXBL DTD 05/12/2020 1.09% 09/01/2021		271,490.40	270,000.00	0	245.25
	10,000 ACCOUNT 2274000063					
	10,000 ACCOUNT 2274000072					
	20,000 ACCOUNT 2274000081					
	80,000 ACCOUNT 2274000090					
	95,000 ACCOUNT 2274000107					
	55,000 ACCOUNT 2274000116					
705,000	CUSIP # 7252087X4 PITTSBURGH PA TAXABLE-PENSION DTD 03/01/1998 6.6% 03/01/2022		766,194.00	752,890.37	1	3,877.50
	25,000 ACCOUNT 2274000063					
	25,000 ACCOUNT 2274000072					
	50,000 ACCOUNT 2274000081					
	210,000 ACCOUNT 2274000090					
	250,000 ACCOUNT 2274000107					
	145,000 ACCOUNT 2274000116					
310,000	CUSIP # 725209NW6 PITTSBURGH PA TXBL DTD 08/27/2020 .507% 09/01/2022		309,042.10	310,000.00	0	148.44
	10,000 ACCOUNT 2274000063					
	10,000 ACCOUNT 2274000072					
	20,000 ACCOUNT 2274000081					
	95,000 ACCOUNT 2274000090					
	110,000 ACCOUNT 2274000107					
	65,000 ACCOUNT 2274000116					



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1,220,000	CUSIP # 73723RSN4 PORTSMOUTH VA TXBL REF SER B GO DTD 06/27/2013 2.839% 02/01/2022		1,249,328.80	1,221,156.41	2	5,772.65
	45,000 ACCOUNT 2274000063					
	45,000 ACCOUNT 2274000072					
	85,000 ACCOUNT 2274000081					
	365,000 ACCOUNT 2274000090					
	430,000 ACCOUNT 2274000107					
	250,000 ACCOUNT 2274000116					
750,000	CUSIP # 7417017E0 PRINCE GEORGES CNTY MD TXBL DTD 06/16/2020 .603% 09/15/2022		754,560.00	750,000.00	1	201.00
	30,000 ACCOUNT 2274000063					
	30,000 ACCOUNT 2274000072					
	55,000 ACCOUNT 2274000081					
	225,000 ACCOUNT 2274000090					
	255,000 ACCOUNT 2274000107					
	155,000 ACCOUNT 2274000116					
620,000	CUSIP # 751100MD7 RALEIGH NC COMB ENTERPRISE SYS REV TXBL DTD 11/26/2019 1.801% 03/01/2022		632,189.20	620,000.00	1	930.51
	25,000 ACCOUNT 2274000063					
	25,000 ACCOUNT 2274000072					
	45,000 ACCOUNT 2274000081					
	185,000 ACCOUNT 2274000090					
	215,000 ACCOUNT 2274000107					
	125,000 ACCOUNT 2274000116					
150,000	CUSIP # 751120EY8 RALEIGH NC TXBL LTD OBLIG DTD 06/18/2020 .8% 10/01/2020		150,000.00	150,000.00	0	343.33
	5,000 ACCOUNT 2274000063					
	5,000 ACCOUNT 2274000072					
	10,000 ACCOUNT 2274000081					
	45,000 ACCOUNT 2274000090					
	55,000 ACCOUNT 2274000107					
	30,000 ACCOUNT 2274000116					



ACCOUNT STATEMENT

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 WEST TRAVIS COUNTY PUBLIC
 UTILITY AGENCY

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UNITS/BOOK VALUE	DESCRIPTION	ORIGINAL FACE	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
150,000	CUSIP # 751120FA9 RALEIGH NC TXBL LTD OBLIG DTD 06/18/2020 1% 10/01/2022		150,769.50	150,000.00	0	429.17
	5,000 ACCOUNT 2274000063					
	5,000 ACCOUNT 2274000072					
	10,000 ACCOUNT 2274000081					
	45,000 ACCOUNT 2274000090					
	55,000 ACCOUNT 2274000107					
	30,000 ACCOUNT 2274000116					
1,240,000	CUSIP # 7742857K0 ROCKWELL TX INDEP SCH DIST TXBL DTD 12/01/2019 4% 02/15/2023		1,339,373.60	1,304,015.90	2	6,337.77
	45,000 ACCOUNT 2274000063					
	45,000 ACCOUNT 2274000072					
	90,000 ACCOUNT 2274000081					
	370,000 ACCOUNT 2274000090					
	435,000 ACCOUNT 2274000107					
	255,000 ACCOUNT 2274000116					
750,000	CUSIP # 786134WD4 SACRAMENTO CNTY CA TXBL DTD 07/14/2020 .629% 12/01/2022		751,852.50	750,000.00	1	1,009.01
	15,000 ACCOUNT 2274000072					
	230,000 ACCOUNT 2274000090					
	275,000 ACCOUNT 2274000107					
	230,000 ACCOUNT 2274000116					
300,000	CUSIP # 79467BDB8 SALES TAX SECURITIZATION CORP IL TXBL-REF-SECOND LIEN-SER B DTD 01/30/2020 2.128% 01/01/2023		303,642.00	300,000.00	0	1,596.00
	10,000 ACCOUNT 2274000063					
	10,000 ACCOUNT 2274000072					
	20,000 ACCOUNT 2274000081					
	90,000 ACCOUNT 2274000090					
	110,000 ACCOUNT 2274000107					
	60,000 ACCOUNT 2274000116					



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UNITS/BOOK VALUE	DESCRIPTION	ORIGINAL FACE	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,000,000	CUSIP # 79766DLR8 SAN FRANCISCO CA CITY & CNTY ARPTS COMMN INTL ARPT REV TXBL-REF-SER C DTD 02/07/2019 3.046% 05/01/2022		1,030,940.00	1,004,711.25	1	12,691.67
	40,000 ACCOUNT 2274000063					
	35,000 ACCOUNT 2274000072					
	70,000 ACCOUNT 2274000081					
	300,000 ACCOUNT 2274000090					
	350,000 ACCOUNT 2274000107					
	205,000 ACCOUNT 2274000116					
300,000	CUSIP # 806640E46 SCHERTZ CIBOLO UNIVERSAL CITY TX TXBL DTD 07/15/2020 .372% 02/01/2023		300,309.00	300,000.00	0	235.60
	15,000 ACCOUNT 2274000063					
	15,000 ACCOUNT 2274000072					
	30,000 ACCOUNT 2274000081					
	110,000 ACCOUNT 2274000090					
	130,000 ACCOUNT 2274000107					
450,000	CUSIP # 806640E53 SCHERTZ CIBOLO UNIVERSAL CITY TX TXBL DTD 07/15/2020 .554% 02/01/2024		450,472.50	450,000.00	1	526.29
	20,000 ACCOUNT 2274000063					
	20,000 ACCOUNT 2274000072					
	40,000 ACCOUNT 2274000081					
	170,000 ACCOUNT 2274000090					
	200,000 ACCOUNT 2274000107					
750,000	CUSIP # 812643QR8 SEATTLE WA MUNI LIGHT & PWR REV DTD 02/08/2011 5% 02/01/2022-2021		762,037.50	765,706.83	1	6,250.00
	30,000 ACCOUNT 2274000063					
	25,000 ACCOUNT 2274000072					
	50,000 ACCOUNT 2274000081					
	225,000 ACCOUNT 2274000090					
	265,000 ACCOUNT 2274000107					
	155,000 ACCOUNT 2274000116					



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UNITS/BOOK VALUE	DESCRIPTION	ORIGINAL FACE	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
780,000	CUSIP # 864784GP2 SUFFOLK CNTY NY TXBL DTD 06/23/2020 .49% 06/01/2022		782,628.60	780,000.00	1	1,040.43
	30,000	ACCOUNT 2274000063				
	30,000	ACCOUNT 2274000072				
	55,000	ACCOUNT 2274000081				
	230,000	ACCOUNT 2274000090				
	275,000	ACCOUNT 2274000107				
	160,000	ACCOUNT 2274000116				
795,000	CUSIP # 88278PVC5 TEXAS ST UNIV SYS FING REV TXBL-REF-SER B DTD 03/01/2015 2.662% 03/15/2022		817,673.40	797,704.22	1	940.57
	40,000	ACCOUNT 2274000063				
	35,000	ACCOUNT 2274000072				
	70,000	ACCOUNT 2274000081				
	300,000	ACCOUNT 2274000090				
	350,000	ACCOUNT 2274000107				
1,125,000	CUSIP # 88278PYY4 TEXAS ST UNIV SYS FING REV TXBL-REF-SER B DTD 11/01/2019 1.839% 03/15/2022		1,143,731.25	1,125,000.00	1	919.50
	40,000	ACCOUNT 2274000063				
	40,000	ACCOUNT 2274000072				
	80,000	ACCOUNT 2274000081				
	335,000	ACCOUNT 2274000090				
	395,000	ACCOUNT 2274000107				
	235,000	ACCOUNT 2274000116				
825,000	CUSIP # 9143017D2 UNIV OF HOUSTON TX UNIV REVENUES TXBL-REF-CONSOL- SER B DTD 02/01/2016 2.5% 02/15/2022		845,369.25	830,750.68	1	2,635.42
	30,000	ACCOUNT 2274000063				
	30,000	ACCOUNT 2274000072				
	60,000	ACCOUNT 2274000081				
	245,000	ACCOUNT 2274000090				
	290,000	ACCOUNT 2274000107				
	170,000	ACCOUNT 2274000116				



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UNITS/BOOK VALUE	DESCRIPTION	ORIGINAL FACE	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
665,000	CUSIP # 914713H39 UNIV OF NORTH CAROLINA NC AT CHAPEL HILL REVENUE TXBL- REF-GEN-SER C DTD 7/10/2012 2.435% 12/01/2021		681,212.70	683,679.85	1	5,397.59
	25,000 ACCOUNT 2274000063					
	25,000 ACCOUNT 2274000072					
	45,000 ACCOUNT 2274000081					
	200,000 ACCOUNT 2274000090					
	235,000 ACCOUNT 2274000107					
	135,000 ACCOUNT 2274000116					
865,000	CUSIP # 938429V38 WASHINGTON CNTY OR TXBL SCH DIST DTD 06/30/2020 .451% 06/15/2022		867,551.75	865,000.00	1	986.13
	30,000 ACCOUNT 2274000063					
	30,000 ACCOUNT 2274000072					
	65,000 ACCOUNT 2274000081					
	260,000 ACCOUNT 2274000090					
	300,000 ACCOUNT 2274000107					
	180,000 ACCOUNT 2274000116					
1,000,000	CUSIP # 977100CY0 WISCONSIN ST GEN FUND ANNUAL APPROP REVENUE TXBL-REF-SER A DTD 8/16/2016 1.899% 05/01/2022		1,021,900.00	1,000,959.56	1	7,912.51
	40,000 ACCOUNT 2274000063					
	35,000 ACCOUNT 2274000072					
	70,000 ACCOUNT 2274000081					
	300,000 ACCOUNT 2274000090					
	350,000 ACCOUNT 2274000107					
	205,000 ACCOUNT 2274000116					
300,000	CUSIP # 977100GV2 WISCONSIN ST GEN FUND ANNUAL APPROP REV TXBL-SER A DTD 02/13/2020 1.749% 05/01/2023		308,622.00	300,000.00	0	2,186.27
	10,000 ACCOUNT 2274000063					
	10,000 ACCOUNT 2274000072					
	20,000 ACCOUNT 2274000081					
	90,000 ACCOUNT 2274000090					
	105,000 ACCOUNT 2274000107					
	65,000 ACCOUNT 2274000116					



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UNITS/BOOK VALUE	DESCRIPTION	ORIGINAL FACE	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
200,000	CUSIP # 982674NC3 WYANDOTTE DTD 09/15/2020 .909% 09/01/2023		200,422.00	200,000.00	0	80.80
	10,000 ACCOUNT 2274000063					
	5,000 ACCOUNT 2274000072					
	15,000 ACCOUNT 2274000081					
	65,000 ACCOUNT 2274000090					
	75,000 ACCOUNT 2274000107					
	30,000 ACCOUNT 2274000116					
500,000	CUSIP # 982674ND1 WYANDOTTE DTD 09/15/2020 1.129% 09/01/2024		503,595.00	500,000.00	1	250.89
	20,000 ACCOUNT 2274000063					
	20,000 ACCOUNT 2274000072					
	35,000 ACCOUNT 2274000081					
	160,000 ACCOUNT 2274000090					
	185,000 ACCOUNT 2274000107					
	80,000 ACCOUNT 2274000116					
			45,731,607.15	44,982,286.97	55	213,181.23
CORPORATE BDS						
453,000	CUSIP # 037833AR1 APPLE INC DTD 05/06/2014 2.85% 05/06/2021		459,749.70	462,071.60	1	5,200.06
	21,000 ACCOUNT 2274000063					
	21,000 ACCOUNT 2274000072					
	41,000 ACCOUNT 2274000081					
	170,000 ACCOUNT 2274000090					
	200,000 ACCOUNT 2274000107					
830,000	CUSIP # 166764BN9 CHEVRON CORP DTD 03/03/2017 2.498% 03/03/2022		854,260.90	824,239.80	1	1,612.61
	40,000 ACCOUNT 2274000063					
	40,000 ACCOUNT 2274000072					
	75,000 ACCOUNT 2274000081					
	310,000 ACCOUNT 2274000090					
	365,000 ACCOUNT 2274000107					



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UNITS/BOOK VALUE	DESCRIPTION	ORIGINAL FACE	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
775,000	CUSIP # 832432AG3 SMITHSONIAN INSTITUTION DTD 06/18/2020 .974% 09/01/2023		775,589.00	775,000.00	1	629.05
	29,000 ACCOUNT 2274000063					
	29,000 ACCOUNT 2274000072					
	55,000 ACCOUNT 2274000081					
	231,000 ACCOUNT 2274000090					
	272,000 ACCOUNT 2274000107					
	159,000 ACCOUNT 2274000116					
1,000,000	CUSIP # 89236TDP7 TOYOTA MOTOR CREDIT CORP DTD 01/09/2017 2.6% 01/11/2022		1,029,400.00	987,510.00	1	5,777.76
	35,000 ACCOUNT 2274000063					
	35,000 ACCOUNT 2274000072					
	70,000 ACCOUNT 2274000081					
	300,000 ACCOUNT 2274000090					
	350,000 ACCOUNT 2274000107					
	210,000 ACCOUNT 2274000116					
920,000	CUSIP # 90331HPA5 US BANK NA CINCINNATI DTD 02/04/2019 3% 02/04/2021		926,449.20	920,544.89	1	4,370.00
	310,000 ACCOUNT 2274000090					
	360,000 ACCOUNT 2274000107					
	250,000 ACCOUNT 2274000116					
840,000	CUSIP # 92826CAB8 VISA INC DTD 12/14/2015 2.2% 12/14/2020		841,848.00	831,826.80	1	5,492.66
	35,000 ACCOUNT 2274000063					
	30,000 ACCOUNT 2274000072					
	60,000 ACCOUNT 2274000081					
	250,000 ACCOUNT 2274000090					
	295,000 ACCOUNT 2274000107					
	170,000 ACCOUNT 2274000116					



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UNITS/BOOK VALUE	DESCRIPTION	ORIGINAL FACE	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,382,000	CUSIP # 931142EJ8 WALMART INC DTD 06/27/2018 3.125% 06/23/2021		1,411,975.58	1,384,541.56	2	11,756.60
	45,000 ACCOUNT 2274000063					
	45,000 ACCOUNT 2274000072					
	99,000 ACCOUNT 2274000081					
	417,000 ACCOUNT 2274000090					
	490,000 ACCOUNT 2274000107					
	286,000 ACCOUNT 2274000116					
			6,299,272.38	6,185,734.65	8	34,838.74
	TOTAL INVESTMENTS		82,159,421.03			
	CASH		3.98			
	ACCOUNT 2274000063					
	ACCOUNT 2274000072					
	ACCOUNT 2274000081					
	ACCOUNT 2274000090					
	ACCOUNT 2274000107					
	ACCOUNT 2274000116					
	DUE FROM BROKER		0.00			
	DUE TO BROKER		0.00			
	NET ASSETS		82,159,425.01			
	ACCRUED INCOME		334,725.17			
	TOTAL MARKET VALUE		82,494,150.18			



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Related Accounts Market Value Summary

THIS REPORT CONSOLIDATES THE ACTIVITY OF THE FOLLOWING ACCOUNTS:

ACCOUNT	NAME	BEG MARKET VALUE	END MARKET VALUE
2274000063	BRANCH BANKING AND TRUST COMPANY CUSTODIAN FOR WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY GENERAL FUND	3,226,963.46	3,242,661.89
2274000072	BRANCH BANKING AND TRUST COMPANY CUSTODIAN FOR WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY RATE STABILIZATION FUND	3,196,775.67	3,212,332.07
2274000081	BRANCH BANKING AND TRUST COMPANY CUSTODIAN FOR WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY FACILITIES FUND	6,138,486.41	6,169,089.14
2274000090	BRANCH BANKING AND TRUST COMPANY CUSTODIAN FOR WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY CAPITAL PROJECTS FUND	25,852,917.62	25,981,450.08
2274000107	BRANCH BANKING AND TRUST COMPANY CUSTODIAN FOR WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY IMPACT FEE FUND	30,410,923.90	30,562,143.81
2274000116	BRANCH BANKING AND TRUST COMPANY CUSTODIAN FOR WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY DEBT SERVICE FUND	17,776,481.08	13,326,473.19
	TOTAL	86,602,548.14	82,494,150.18



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BB&T STATEMENT DISCLOSURE

BB&T TRUST DEPOSIT DISCLOSURE UPDATE

THE BB&T TRUST DEPOSIT PROGRAM AND INSURED DEPOSIT PROGRAM FOR EMPLOYEE BENEFIT PLANS (COLLECTIVELY, "PROGRAM") IS OFFERED BY BRANCH BANKING & TRUST COMPANY (BB&T) AS A CASH MANAGEMENT OPTION FOR CERTAIN TYPES OF TRUST, AGENCY, CUSTODY, AND EMPLOYEE BENEFIT PLAN ACCOUNTS AT BB&T. THE PROGRAM IS INTENDED TO PROVIDE A VEHICLE FOR THE TEMPORARY INVESTMENT OF CASH BALANCES AWAITING INVESTMENT OR DISTRIBUTION, BY INVESTING SUCH BALANCES INTO A DEPOSIT ACCOUNT AT BB&T.

IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PROGRAM, PROGRAM DEPOSITS ARE PAID A RATE OF INTEREST SET AT THE DISCRETION OF BB&T, WHICH MAY FLUCTUATE WEEKLY BASED UPON MARKET CONDITIONS. AT THE PRESENT TIME BB&T PAYS INTEREST ON PROGRAM DEPOSITS AT A RATE EQUAL TO THE MONEYNET INSTITUTIONAL - TREASURY ONLY MONEY MARKET FUND INDEX, AN INDEX MAINTAINED BY INFORMA PLC MADE UP OF 70 DIFFERENT MONEY MARKET FUNDS AS IT MAY DETERMINE ON A WEEKLY BASIS. BB&T RESERVES THE RIGHT, IN ITS SOLE DISCRETION, AND WITHOUT ANY PRIOR NOTICE, TO CHANGE THE INTEREST RATE SETTING METHODOLOGY FOR THE PROGRAM AT ANY TIME.

CURRENT INTEREST RATES ARE AVAILABLE AT ANY TIME BY CONTACTING YOUR BB&T RELATIONSHIP MANAGER.



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BB&T STATEMENT DISCLOSURE

BB&T AND SUNTRUST HAVE MERGED TO BECOME TRUIST. UNTIL OUR SEPARATE OPERATING SYSTEMS ARE FULLY INTEGRATED, WE WILL CONTINUE TO USE THE BB&T NAME. FIND DETAILS ABOUT BB&T, NOW TRUIST, AT BBT.COM/TRUIST.

SERVICES AND PRODUCTS FEATURED HEREIN MAY INCLUDE SOME OFFERED BY AFFILIATED COMPANIES OF BB&T WEALTH/BB&T RETIREMENT & INSTITUTIONAL SERVICES. THE FEES FOR THOSE SERVICES AND PRODUCTS ARE IN ADDITION TO THE FEES CHARGED BY BB&T WEALTH/BB&T RETIREMENT & INSTITUTIONAL SERVICES. AS A RESULT, BB&T CORPORATION, AS A WHOLE, RECEIVES MORE COMPENSATION THAN WOULD OTHERWISE BE RECEIVED IF A NON-AFFILIATED SERVICE OR PRODUCT WAS USED. WHEN WE OFFER ANY SERVICE OR PRODUCT TO A CLIENT, WE USE THE SAME PROCESS TO OFFER BOTH AFFILIATED AND NON-AFFILIATED SERVICES AND PRODUCTS. WHEN WE HAVE AUTHORITY TO SELECT ANY SERVICE OR PRODUCT ON BEHALF OF A CLIENT, IF OUR PROCESS SHOWS AFFILIATED SERVICES AND PRODUCTS TO BE COMPETITIVE WITH CORRESPONDING NON-AFFILIATED SERVICES AND PRODUCTS, THEN WE MAY SELECT AFFILIATED PRODUCTS AND SERVICES. BB&T WEALTH/BB&T RETIREMENT & INSTITUTIONAL SERVICES EXPRESSES NO OPINION ON THE USE OF BB&T AFFILIATED SERVICES AND PRODUCTS WHEN THE CLIENT SELECTS SUCH SERVICES AND PRODUCTS IN A CLIENT-DIRECTED ACCOUNT.

IF BB&T, BB&T I-IA, OR ONE OF THEIR AFFILIATES IS ENGAGED TO PROVIDE INVESTMENT ADVICE (AS DEFINED IN ERISA AND ITS IMPLEMENTING REGULATIONS) TO THE PLAN ("PLAN INVESTMENT ADVISOR") AND YOU GIVE, ON BEHALF OF THE PLAN, YOUR CONSENT TO INVEST IN A STERLING CAPITAL MANAGEMENT FUND, YOU ASSUME RESPONSIBILITY TO OBTAIN, ON BEHALF OF THE PLAN, THE PROSPECTUS, AS IT MAY BE UPDATED FROM TIME TO TIME, FOR THE APPLICABLE STERLING CAPITAL MANAGEMENT FUND. CURRENT COPIES OF PROSPECTUSES MAY BE OBTAINED AT: WWW.STERLINGCAPITALFUNDS.COM. YOU WILL ALSO COMMUNICATE TO THE PLAN INVESTMENT ADVISOR IF YOU AT ANY TIME ARE NOT INDEPENDENT OF AND UNRELATED TO (AS DEFINED IN PROHIBITED TRANSACTION EXEMPTION("PTE") 77-4, AS AMENDED) THE PLAN INVESTMENT ADVISOR.

BB&T PURCHASES INVESTMENT ADVISORY SERVICES AND PRODUCTS FROM BOTH AFFILIATED AND THIRD-PARTY FIRMS. THESE SERVICES AND PRODUCTS REPRESENT MULTIPLE AND VARYING ASPECTS OF OUR ABILITY TO PROVIDE AND DELIVER INVESTMENT SERVICES TO OUR CLIENTS (I.E. INVESTMENT PRODUCT RESEARCH; ASSET ALLOCATION SERVICES; TRADE EXECUTION SERVICES; ETC.) IN CERTAIN INSTANCES, ARRANGEMENTS MAY EXIST WHERE BB&T'S COST TO ACQUIRE THESE SERVICES AND PRODUCTS ARE PARTIALLY OFFSET THROUGH COMMISSIONS AND/OR SPREADS COLLECTED ON CERTAIN TRADE EXECUTIONS, OTHERWISE REFERRED TO AS "SOFT DOLLARS." BB&T AND OUR PARTNERS ARE DEDICATED TO PROVIDING BEST EXECUTION IN ALL RESPECTS OF THESE INVESTMENT SERVICES AND HAVE PROTOCOLS IN PLACE TO MONITOR AND EVALUATE THIS COMMITMENT.

MARKET VALUES OF SECURITIES ARE PROVIDED USING THIRD-PARTY SOURCES WE BELIEVE TO BE RELIABLE; HOWEVER, ACCURACY IS NOT GUARANTEED.

TRADITIONAL BANKING SERVICES ARE PROVIDED BY BRANCH BANKING AND TRUST COMPANY, MEMBER FDIC. ONLY DEPOSIT PRODUCTS ARE FDIC INSURED. SECURITIES, INVESTMENTS AND INSURANCE PRODUCTS OR SERVICES ARE:
NOT A DEPOSIT - NOT FDIC INSURED - MAY GO DOWN IN VALUE - NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY - NOT GUARANTEED BY A BANK.

PLEASE REVIEW YOUR STATEMENT CAREFULLY. IN CASE OF ERRORS, QUESTIONS OR OTHER INQUIRIES ABOUT TRANSACTIONS OR STATEMENT, TELEPHONE OR WRITE TO YOUR RELATIONSHIP MANAGER AT THE TELEPHONE NUMBER OR ADDRESS INCLUDED ON THIS STATEMENT WITHIN THIRTY (30) DAYS OF THE DATE OF THIS STATEMENT. IF YOU CONTACT US VERBALLY, THEN WE MAY REQUIRE THAT YOU SEND US YOUR QUESTIONS IN WRITING.

NOTICE OF LIMITATION OF LIABILITY - FIDUCIARY TRUST ACCOUNTS

AN ACTION FOR BREACH OF TRUST BASED ON MATTERS DISCLOSED IN A TRUST ACCOUNTING OR OTHER WRITTEN REPORTS OF THE TRUSTEE, SUCH AS THIS STATEMENT, MAY BE SUBJECT TO A STATUTE OF LIMITATIONS, LIMITING YOUR RIGHTS, MEASURED AS FOLLOWS, FROM EITHER THE DATE THE TRUST ACCOUNTING, STATEMENT OR WRITTEN REPORT IS MAILED OR RECEIVED. IF YOU HAVE ANY QUESTIONS REGARDING YOUR RIGHTS, PLEASE CONTACT YOUR ATTORNEY.

AL: 2 YEARS FROM MAILING	FL: 6 MONTHS FROM RECEIPT	GA: 2 YEARS FROM RECEIPT	KY: 1 YEAR FROM MAILING
MD: 1 YEAR FROM MAILING	OH: 2 YEARS FROM MAILING	PA: 6 MONTHS FROM RECEIPT	SC: 1 YEAR FROM MAILING
TN: 1 YEAR FROM MAILING	TX: 4 YEARS FROM RECEIPT	VA: 1 YEAR FROM MAILING	WV: 1 YEAR FROM MAILING
NC: 5 YEARS FROM RESIGNATION/REMOVAL OF TRUSTEE		WASHINGTON, D.C.: 1 YEAR FROM MAILING	



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M30024
WEST TRAVIS COUNTY PUBLIC
UTILITY AGENCY

S&P COPYRIGHT NOTICE

COPYRIGHT 2019, S&P GLOBAL MARKET INTELLIGENCE (AND ITS AFFILIATES AS APPLICABLE).

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THE GLOBAL INDUSTRY CLASSIFICATION STANDARD (GICS) WAS DEVELOPED BY AND IS THE EXCLUSIVE PROPERTY AND A SERVICE MARK OF MSCI INC. (MSCI) AND STANDARD & POORS FINANCIAL SERVICES LLC (S&P) AND IS LICENSED FOR USE BY BB&T. NEITHER MSCI, S&P, NOR ANY OTHER PARTY INVOLVED IN MAKING OR COMPILING THE GICS OR ANY GICS CLASSIFICATIONS MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SUCH STANDARD OR CLASSIFICATION (OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF), AND ALL SUCH PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ORIGINALITY, ACCURACY, COMPLETENESS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF SUCH STANDARD OR CLASSIFICATION. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL MSCI, S&P, ANY OF THEIR AFFILIATES OR ANY THIRD PARTY INVOLVED IN MAKING OR COMPILING THE GICS OR ANY GICS CLASSIFICATIONS HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

CUSIP IS A REGISTERED TRADEMARK OF THE AMERICAN BANKERS ASSOCIATION.

CUSIP GLOBAL SERVICES IS MANAGED ON BEHALF OF THE AMERICAN BANKERS ASSOCIATION BY STANDARD & POORS.



Mailcode: 151-90-01-30
P.O. Box 1489
Lumberton, NC 28358

October 5, 2020

West Travis County Public Utility Agency
13215 Bee Cave Parkway
Bldg B, Suite 110
Dallas, TX 75228

Dear Valued Customer:

As of September 30, 2020, the following securities were held by Truist as collateral to secure the deposits of West Travis County Public Utility Agency:

Description	Rate	Maturity Date	Current Par Value	Market Value	Safekeeping Agent	Rating	Cusip
FHLB	2.200	08/30/2023	22,205,000	23,491,291	FEDERAL RESERVE	AAA	313383AB7
FNMA POOL AY0087	2.500	12/01/2029	270,457	282,570	FEDERAL RESERVE		3138YDCZ0
FNMA POOL AE5107	3.500	10/01/2040	4,347,543	4,690,172	FEDERAL RESERVE		31419FU95
FNMA POOL AE8393	3.500	11/01/2040	2,048,386	2,209,514	FEDERAL RESERVE		31419KKF1
FNMA POOL AE0828	3.500	02/01/2041	7,763,145	8,399,409	FEDERAL RESERVE		31419A4N4
FNMA 30YR POOL AS70	3.000	04/01/2046	2,715,489	2,853,316	FEDERAL RESERVE		3138WGYB4
			39,350,020	41,926,272			

Should you have any questions, please contact us at the number listed below. Thank you for banking with Truist.

Sincerely,

Gay Leggett
Corporate Treasury Operations
Banking Officer
(910) 272-2245
(800) 292-5689
FMPFPledging@bbandt.com

ITEM D



Murfee Engineering Company

October 5, 2020

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

**Re: WTCPUA SWP GST1
Contractor's Application for Payment No. 2**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 2 from DN Tanks, Inc. for the period ending September 28th, 2020. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of one hundred twenty-seven thousand, nine hundred sixteen dollars and seventy-nine cents (\$127,916.79). This application for payment is broken down as follows:

Original Contract Price:	\$1,682,474.00
Total Completed and Stored to Date:	\$273,121.95
Retainage (5%):	\$13,656.10
Amount Due this Application:	\$127,916.78
Balance to Finish, Plus Retainage:	\$1,423,008.15

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

Sincerely,

Eelhard Meneses, P.E.
Project Manager

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

<p>TO OWNER: WEST TRAVIS COUNTY PUA 13215 Bee Cave Pkwy Bldg. B, Suite 110 Bee Cave, TX 78738</p> <p>FROM CONTRACTOR: DN Tanks, Inc PO BOX 670690 DALLAS, TX 75267-0690</p> <p>Phone: 781-246-1133</p>	<p>PROJECT: AUSTIN, TX (WTC PUA SWPKWY GST) 10710 1/2 W. SH 71 Austin, TX 78735</p> <p>Contractor Job Number: 2020-024</p> <p>VIA ENGINEER: Murfee Engineering Co., Inc.</p>	<p>APPLICATION NO: 2 DATE: 9/30/2020</p> <p>PERIOD TO: 9/28/2020</p> <p>Engineer's Project No. 11051,110/146</p> <p>CONTRACT DATE: 7-27-20</p>
<p>CONTRACT FOR: WTCPUA Southwest Parkway Ground Storage Tank</p>		

CONTRACTOR'S APPLICATION FOR PAYMENT

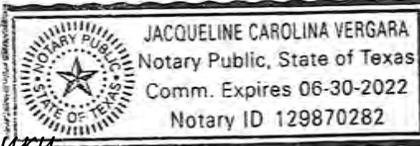
1. ORIGINAL CONTRACT SUM	\$	<u>1,682,474.00</u>	
2. Net change by Change Orders	\$	<u>0.00</u>	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>1,682,474.00</u>	
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>\$273,121.95</u>	
5. RETAINAGE:			
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>\$13,656.10</u>	
b. <u> </u> % of Stored Material (Column F on G703)	\$	<u> </u>	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ \$	<u>13,656.10</u>	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>\$259,465.85</u>	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>131,549.07</u>	
8. CURRENT PAYMENT DUE	\$	<u>127,916.78</u>	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>1,423,008.15</u>	

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

CONTRACTOR'S CERTIFICATION

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

By: *Adrian Ford* Date: 09/30/2020
 (Project Manager)
 State of: Texas
 Subscribed and sworn to before me this 30th day of September 2020
 Notary Public: *Carole V.*
 My Commission expires: 6-30-2022



Payment is recommended by: *Alek Falkenburg* (Date) _____
 (Construction Inspector [if applicable])

Payment is recommended by: *J. Sanchez* (Date) 10/02/2020
 (Engineer)

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

To Owner: WEST TRAVIS COUNTY PUA

From (Contractor): DN Tanks, Inc.

Project: Southwest Parkway Ground Storage Tank

Location: Austin, TX

Application No: 2

Contractor's Job Number: 2020-024

Engineer's Project No: 11051.110/146

Date: 9/30/2020

Period To: 9/28/2020

Item Number	Description	Unit Price	Contract Quantity / UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention
					Quantity	Amount	Quantity	Amount	Quantity	Amount	%	
E-1 2000	LOC Restoration	34,502.40	1.000 EA	34,503.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Total				34,503.00		0.00		0.00		0.00	0%	0.00
E-2 2000	Silt Fence	4,716.00	1.000 EA	4,716.00	0.70	3301.20	0.00	0.00	0.70	3301.20	70%	165.06
Total				4,716.00		3,301.20		0.00		3,301.20	70%	165.06
E-3 2000	Stabilized Construction Entrance	3,600.00	1.000 EA	3,600.00	0.70	2520.00	0.00	0.00	0.70	2520.00	70%	126.00
Total				3,600.00		2,520.00		0.00		2,520.00	70%	126.00
W-1	Ground Storage Tank	1,251,599.00	1.000 LS	1,251,599.00	0.101	126583.50	0.102	127343.25	0.203	253926.75	20.3%	12696.34
Total				1,251,599.00		126,583.50		0.102		127,343.25	20.3%	12,696.34
W-2 2010	16" Water Line	50,840.00	1.000 LS	50,840.00	0.00	0.00	0.14	7000.00	0.14	7000.00	14%	350.00
Total				50,840.00		0.00		7,000.00		7,000.00	14%	350.00
W-3 2010	20" Water Line	19,720.00	1.000 LS	19,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Total				19,720.00		0.00		0.00		0.00	0%	0.00
W-4 2010	20" Tie-In Infrastructure	3,600.00	1.000 LS	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Total				3,600.00		0.00		0.00		0.00	0%	0.00
W-5 2010	16" Tie-In Infrastructure	2,200.00	1.000 LS	2,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Total				2,200.00		0.00		0.00		0.00	0%	0.00
W-6 2010	In-Tank Hydrodynamic Mixer	154,800.00	1.000 LS	154,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Total				154,800.00		0.00		0.00		0.00	0%	0.00
W-7 2010	47' x 3.5' Drainage Flume	50,400.00	1.000 LS	50,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Total				50,400.00		0.00		0.00		0.00	0%	0.00
W-8 2010	Tree Removal	5,800.00	1.000 LS	5,800.00	1.00	5800.00	0.00	0.00	1.00	5800.00	100%	290.00
Total				5,800.00		5,800.00		0.00		5,800.00	100%	290.00
W-9 2020	Demolition and Removal of Existing GST	50,500.00	1.000 LS	50,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Total				50,500.00		0.00		0.00		0.00	0%	0.00
EL-1 2020	Electrical Work	46,600.00	1.000 LS	46,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Total				46,600.00		0.00		0.00		0.00	0%	0.00
TS-1 2020	Trench Safety	3,060.00	1.000 LS	3,060.00	0.00	0.00	0.10	306.00	0.10	306.00	10%	15.30
Total				3,060.00		0.00		306.00		306.00	10%	15.30
TS-2 2020	Temporary Fencing	536.00	1.000 LS	536.00	0.50	268.00	0.00	0.00	0.50	268.00	50%	13.40
Total				536.00		268.00		0.00		268.00	50%	13.40
Application Total				1,682,474.00		138,472.70		134,649.25		273,121.95		13,656.10

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

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

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA Southwest Parkway GST (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and DN Tanks dated September 28, 2020 (the "Contractor").

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including August 28, 2020 (the "Release Date").

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

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

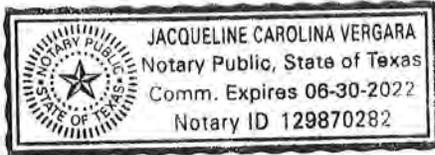
Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

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

EXECUTED on this the 30 day of September, 2020.

CONTRACTOR DN Tanks, Inc
11 Teal Rd. Wakefield, MA 01880
By: *Adrian Domek*
Print Name: Adrian Domek
Title: Project Manager

SWORN TO AND SUBSCRIBED BEFORE ME on this 30th day of September, 2020



Carolina Vergara
Notary Public in and for the State of Texas
Printed Name: Carolina Vergara
My Commission Expires: 06.30.2022

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

ATTACH:
Exhibit A - List of Subcontractors

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

**Exhibit "A"
List of Subcontractors**

1. Mesa Contracting, LLC _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

WTCPUA
SWP GST#1

CONTRACTOR PAYMENT SUMMARY

Application for Payment No. 1

Original Contract Price:		\$1,682,474
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,682,474
Total Completed and Stored to Date:		\$138,472.70
Retainage		
5% Work Completed (D+E):	\$138,473	\$6,923.64
5% Stored Material (F):	\$0	\$0
Total Retainage::		\$6,923.64
Amount Eligible to Date:		\$131,549.07
Less Previous Payments:		\$0.00
Amount Due this Application:		\$131,549.07
Balance to Finish, Plus Retainage:		\$1,550,924.94

Application for Payment No. 2

Original Contract Price:		\$1,682,474.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,682,474.00
Total Completed and Stored to Date:		\$273,121.95
Retainage		
5% Work Completed (D+E):	\$273,121.95	\$13,656.10
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$13,656.10
Amount Eligible to Date:		\$259,465.85
Less Previous Payments:		\$131,549.07
Amount Due this Application:		\$127,916.79
Balance to Finish, Plus Retainage:		\$1,423,008.15



Murfee Engineering Company

October 16, 2020

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

Re: 30" Raw Water Transmission Main No. 2 CIP Project
Pay Application No. 11
MEC File No. 11051-116

President Roberts and Board:

Attached is the eleventh application for partial payment from **Cash Construction Company, Inc.** for the above-referenced project. We have reviewed the attached documentation for compliance with the Contract Documents and concur with the items/quantities requested. We, therefore, recommend this application for approval in the amount of **\$39,825.00**. Please call if you have any questions or need any additional information.

Sincerely,

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

Stephen Jones, P.E.

cc:

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

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

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Construction Progress Report No. 11

Period: September 1, 2020
to: September 30, 2020

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

MEC Project No. 11051-116

Contract

A. Contractor:	Cash Construction Company, Inc.
B. Contract Date:	September 13, 2019
C. Authorization to Proceed:	October 28, 2019
D. Calendar Days to Complete the Project:	210
E. Time Extension (in Calendar Days):	98
F. Completion Date:	August 31, 2020
G. Contract Time Used (in Calendar Days):	240

I. Status of Project:
Pipe installation complete and in place.

II. Change Orders:
Additional/upsized bores and tree trimming; additional construction signage; utility conduit added for fiber optic telemetry; additional excavation and embankment for constructibility; additional miscellaneous items as requested by the MUD/HOA.

III. Completion Report:

A. Construction Cost

1. Contract Bid Price	\$4,374,565.00
2. Bid Alternate #1	\$18,000.00
3. Change Orders	\$377,401.00
4. Deduct	<u>-\$250.00</u>
5. Total Estimated Contract Price as of this Report	4,769,716.00

B. Actual Cost as of this Report 4,720,716.00

C. Total Paid Contractor 4,208,594.40

D. Amount Retained at: 10% 472,071.60

E. Amount Due **39,825.00**

F. Estimated Cost Remaining 49,000.00

G. Percent Construction Complete 99.0%

IV. Frequency of Observation:

A. Field Representation - As Needed

B. Engineer Observation - As Needed

V. Remarks:

There are no problems to report at this time.

APPLICATION FOR PAYMENT

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

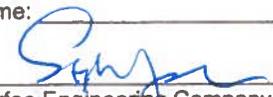
OWNER:
 West Travis County Public Utility Agency
 13215 Bee Cave Parkway, Building B, Suite 110
 Bee Cave, Texas 78738

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

PROJECT DATE AS OF:		09/30/2020
BILLED TO PAY REQUEST NO.:		11
TOTAL WORK COMPLETED TO DATE	\$4,720,716.00	\$4,732,716.00
RETAINAGE:	\$472,071.60	\$473,271.60
AMOUNT DUE THIS ESTIMATE:	\$4,248,644.40	\$4,259,444.40
PREVIOUS BILLINGS:	\$4,208,819.40	\$4,208,819.40
CURRENT AMOUNT DUE	\$39,825.00	\$50,625.00

CONTRACT DATE:	
ORIGINAL CONTRACT AMOUNT:	\$4,374,565.00
ADD BID ALTERNATE #1	\$18,000.00
CHANGE ORDER #1	\$377,401.00
DEDUCT	-\$250.00
CHANGE ORDER #4	
CHANGE ORDER #5	
REVISED CONTRACT AMOUNT:	\$4,769,716.00


 Michael Stevens - Cash Construction
 Date: 9/25/2020

Name: _____

 Murfee Engineering Company as Design Engineer
 Date: 10/16/2020

Name: STEPHEN JONES

West Travis County PUA
 Date: _____
 Name: _____

Rain Days:

11/7/19, 11/8/19, 1/16/20, 1/17/20, 1/22/20, 1/28/20, 2/10/20, 2/11/20,
 2/12/20, 2/20/20, 2/21/20, 3/4/20, 3/5/20, 3/9/20, 3/20/20, 3/23/20,
 3/30/20, 4/2/20, 4/3/20, 4/6/20, 05/12/20, 05/13/20, 05/16/20, 5/26/20,
 5/28/20, 6/20/20, 6/23/20, 6/24/20, 6/26/20, 6/27/20, 9/3/20, 9/4/20,
 9/5/20, 9/9/20, 9/10/20, 9/21/20, 9/22/20, 9/23/20

Item 210 not complete
and excluded in PA 11.

TO: West Travis County Public Utility Agency 13215 Bee Cave Parkway, Building B, Suite 110 Bee Cave, Texas 78738		APPLICATION FOR PAYMENT												
FROM: CASH CONSTRUCTION COMPANY, INC. 217 KINGSTON LACY BLVD. PFLUGERVILLE, TEXAS 78660		JOB NAME: 30" Raw Water Transmission Main No. 2	JOB#: 901	ESTIMATE #: 11	DATE: 09/30/2020	ORIG. AMOUNT: \$4,374,565.00	REV. AMOUNT: \$4,769,716.00	RETAINAGE: 10%	TOTAL WORK THIS ESTIMATE: \$56,250.00	TOTAL COMPLETED TO DATE: \$4,732,716.00	LESS RETAINAGE: \$473,271.60	TOTAL DUE TO DATE: \$4,259,444.40	PREVIOUS BILLINGS: \$4,208,819.40	AMOUNT DUE THIS ESTIMATE: \$50,625.00

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE	
EROSION/SEDIMENT CONTROLS												
50	SILT FENCE	LF	16,900.00	\$42,250.00	2.50	16,900.00	0.00	\$0.00	16,900.00	\$42,250.00	100.00%	
70	ROCK BERM	LF	120.00	\$3,000.00	25.00	0.00	120.00	\$3,000.00	120.00	\$3,000.00	100.00%	
90	STABILIZED CONSTRUCTION ENTRANCE	EA	9.00	\$18,000.00	2,000.00	9.00	0.00	\$0.00	9.00	\$18,000.00	100.00%	
110	LOC RESTORATION / HYDROMULCH SEEDING	SY	26,600.00	\$26,600.00	1.00	0.00	1,600.00	\$1,600.00	1,600.00	\$1,600.00	6.02%	
130	SOIL RETENTION BLANKET (TRM)	SY	500.00	\$1,000.00	2.00	0.00	500.00	\$1,000.00	500.00	\$1,000.00	100.00%	
150	TEMPORARY IRRIGATION SYSTEM	SY	10,000.00	\$3,000.00	0.30	10,000.00	0.00	\$0.00	10,000.00	\$3,000.00	100.00%	
170	TREE PROTECTION	LF	4,500.00	\$13,500.00	3.00	4,500.00	0.00	\$0.00	4,500.00	\$13,500.00	100.00%	
190	REMOVE & REPLACE EXISTING ROCK GABION	LF	20.00	\$16,000.00	800.00	20.00	0.00	\$0.00	20.00	\$16,000.00	100.00%	
210	DRY STACK ROCK WALL FOR SLOPE STABILIZATION	LF	100.00	\$12,000.00	120.00	0.00	100.00	\$12,000.00	100.00	\$12,000.00	100.00%	
230	CRUSHED STONE STABILIZED AREA FOR EROSION CONTROL	SY	500.00	\$10,000.00	20.00	500.00	0.00	\$0.00	500.00	\$10,000.00	100.00%	
250	SWPPP COMPLIANCE	LS	1.00	\$2,000.00	2,000.00	1.00	0.00	\$0.00	1.00	\$2,000.00	100.00%	
WATER												
310	30" DUCTILE IRON WATER MAIN	LF	8,982.00	\$1,985,022.00	221.00	8,982.00	0.00	\$0.00	8,982.00	\$1,985,022.00	100.00%	
315	30" DI RESTRAINED JOINT	LF	2,200.00	\$1,144,000.00	520.00	2,200.00	0.00	\$0.00	2,200.00	\$1,144,000.00	100.00%	
320	48" STEEL CASING BY BORE	LF	164.00	\$157,440.00	960.00	164.00	0.00	\$0.00	164.00	\$157,440.00	100.00%	
330	42" STEEL ENCASEMENT PIPE INSTALLED BY BORING	LF	365.00	\$313,900.00	860.00	365.00	0.00	\$0.00	365.00	\$313,900.00	100.00%	
350	3 - 3" CPVC CHEMICAL LINES (CHLORINE)	LF	865.00	\$31,140.00	36.00	865.00	0.00	\$0.00	865.00	\$31,140.00	100.00%	
370	2 - 1" CPVC CHEMICAL LINES (PERMANGANATE)	LF	1,570.00	\$14,130.00	9.00	1,570.00	0.00	\$0.00	1,570.00	\$14,130.00	100.00%	
390	30" GATE VALVE & BOX	EA	4.00	\$140,000.00	35,000.00	4.00	0.00	\$0.00	4.00	\$140,000.00	100.00%	
410	DRAIN VALVE ASSEMBLY	EA	5.00	\$50,000.00	10,000.00	5.00	0.00	\$0.00	5.00	\$50,000.00	100.00%	
430	4" AIR RELEASE/VACUUM VALVE & VAULT	EA	6.00	\$78,000.00	13,000.00	6.00	0.00	\$0.00	6.00	\$78,000.00	100.00%	
450	FLOW METER ASSEMBLY & VAULT	EA	1.00	\$45,000.00	45,000.00	1.00	0.00	\$0.00	1.00	\$45,000.00	100.00%	
470	30" WET CONN AT PUMP HOUSE	LS	1.00	\$7,000.00	7,000.00	1.00	0.00	\$0.00	1.00	\$7,000.00	100.00%	
490	TIE INTO EXISTING 30" RAW WATER MAIN	EA	1.00	\$10,000.00	10,000.00	1.00	0.00	\$0.00	1.00	\$10,000.00	100.00%	
530	CONCRETE RETARD BLOCKS	EA	40.00	\$28,000.00	700.00	40.00	0.00	\$0.00	40.00	\$28,000.00	100.00%	
550	CHEMICAL INJECTION MANHOLE	EA	2.00	\$14,000.00	7,000.00	2.00	0.00	\$0.00	2.00	\$14,000.00	100.00%	
570	DISINFECTION AND TESTING	LF	8,982.00	\$8,982.00	1.00	8,982.00	0.00	\$0.00	8,982.00	\$8,982.00	100.00%	
590	TRENCH SAFETY	LF	8,982.00	\$4,491.00	0.50	8,982.00	0.00	\$0.00	8,982.00	\$4,491.00	100.00%	
MISC												
650	BONDS & INSURANCE	LS	1.00	\$40,000.00	40,000.00	1.00	0.00	\$0.00	1.00	\$40,000.00	100.00%	
670	ORANGE CONSTRUCTION FENCE	LF	18,900.00	\$47,250.00	2.50	18,900.00	0.00	\$0.00	18,900.00	\$47,250.00	100.00%	
690	TEMPORARY CHAIN LINK FENCE	LF	4,020.00	\$12,060.00	3.00	4,020.00	0.00	\$0.00	4,020.00	\$12,060.00	100.00%	
710	REMOVE & REPLACE CONCRETE SIDEWALK	SY	20.00	\$1,600.00	80.00	20.00	0.00	\$0.00	20.00	\$1,600.00	100.00%	
730	TEMPORARY BYPASS TRAIL AT SCHOOL SITE	SY	80.00	\$1,600.00	20.00	80.00	0.00	\$0.00	80.00	\$1,600.00	100.00%	
750	REMOVE & REPLACE METAL FENCING AT SCHOOL SITE	LS	1.00	\$2,300.00	2,300.00	1.00	0.00	\$0.00	1.00	\$2,300.00	100.00%	
760	REMOVE & REPLACE STONE WALL	LS	1.00	\$5,000.00	5,000.00	1.00	0.00	\$0.00	1.00	\$5,000.00	100.00%	
810	RESTORATION OF HIKE & BIKE TRAIL (CRUSHED GRANITE)	SY	2,000.00	\$10,000.00	5.00	2,000.00	0.00	\$0.00	2,000.00	\$10,000.00	100.00%	
830	TRAIL STAIRWAY (5' WIDE REINFORCED CONCRETE)	LS	1.00	\$20,000.00	20,000.00	0.00	1.00	\$20,000.00	1.00	\$20,000.00	100.00%	
850	TREE PRUNING BY CERTIFIED ARBORIST	LS	1.00	\$5,000.00	5,000.00	1.00	0.00	\$0.00	1.00	\$5,000.00	100.00%	
870	TREE REMOVAL	EA	23.00	\$25,300.00	1,100.00	23.00	0.00	\$0.00	23.00	\$25,300.00	100.00%	
890	SEAL AND STRIPE HOA PARKING LOT	LS	1.00	\$12,000.00	12,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%	
910	COORDINATION WITH POWER COMPANY	LS	1.00	\$1,000.00	1,000.00	1.00	0.00	\$0.00	1.00	\$1,000.00	100.00%	
930	TRAFFIC CONTROL	LS	1.00	\$13,000.00	13,000.00	0.95	0.05	\$650.00	1.00	\$13,000.00	100.00%	
DEDUCT												
850	TREE PRUNING BY CERTIFIED ARBORIST	LS	1.00	-\$250.00	-250.00	1.000	0.00	\$0.00	1.00	-\$250.00	100.00%	

CHANGE ORDER #1

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
CO1	ADDITIONAL CULVERT FOR EROSION STABILIZATION	LS	1.00	\$4,800.00	4,800.00	1.00	0.00	\$0.00	1.00	\$4,800.00	100.00%
CO1	ADDITIONAL TREE TRIMMING ALONG BEE CAVES ROW	DAY	2.00	\$7,000.00	3,500.00	2.00	0.00	\$0.00	2.00	\$7,000.00	100.00%
CO1	ADDITIONAL SIGNAGE PER SIGNAGE PLAN	LS	1.00	\$2,100.00	2,100.00	1.00	0.00	\$0.00	1.00	\$2,100.00	100.00%
CO1	UPSIZE 42" BORE TO 48" BORE	LF	100.00	\$10,000.00	100.00	100.00	0.00	\$0.00	100.00	\$10,000.00	100.00%
CO1	ADDITIONAL 48" BORES	LF	60.00	\$57,600.00	960.00	60.00	0.00	\$0.00	60.00	\$57,600.00	100.00%
CO1	RESTOCKING FEE OF 25% OF CASTING COST FOR 42" CASING	LS	1.00	\$3,375.00	3,375.00	1.00	0.00	\$0.00	1.00	\$3,375.00	100.00%
CO1	ADDITIONAL MOBILIZATION & SET UP FOR 20' BORES	MO	3.00	\$19,500.00	6,500.00	3.00	0.00	\$0.00	3.00	\$19,500.00	100.00%
CO1	ROLL SET UP TO ROLL ADDITIONAL 160 LF OF 48" CASING	LS	1.00	\$6,750.00	6,750.00	1.00	0.00	\$0.00	1.00	\$6,750.00	100.00%
CO2	ADDITIONAL 1.5" CONDUIT	LF	11,182.00	\$201,276.00	18.00	11,182.00	0.00	\$0.00	11,182.00	\$201,276.00	100.00%
CO2	REPROCESS DITCH FOR CONDUIT	LF	5,000.00	\$65,000.00	13.00	5,000.00	0.00	\$0.00	5,000.00	\$65,000.00	100.00%
ADD BID ALTERNATE #1											
ALT #1	TIE INTO EXISTING 8" RAW WATER LINE AT STA. 92+45	LS	1.00	\$18,000.00	18,000.00	0.00	1.00	\$18,000.00	1.00	\$18,000.00	100.00%
TOTAL CONTRACT				\$4,769,716.00				\$56,250.00		\$4,732,716.00	

\$44,250.00

\$4,720,716.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

On receipt by the signer of this document of a check from West Travis County Public Utility Agency in the sum of \$50,625.00 payable to Cash Construction Company, Inc. and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of West Travis County Public Utility Agency located at 30" Raw Water Transmission Main No. 2 to the following extent: Water Transmission Improvements.

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

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

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

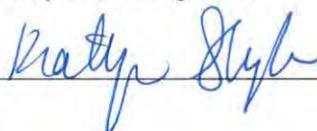
Date 9/29/2020

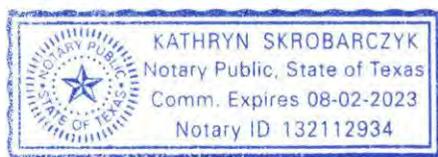
Cash Construction Company, Inc.

By 
Shawn Ziegler, CFO

SWORN TO AND SUBSCRIBED BEFORE ME by Shawn Ziegler, Chief Financial Officer of Cash Construction Company, Inc., on this 29th day of September, 2020.

Notary Public Signature





ITEM E



Murfee Engineering Company

October 15, 2020

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

Re: 30" Raw Water Transmission Main No. 2 CIP Project
Change Order No. 2
MEC File No. 11051-116

President Roberts and Board:

Attached please find Change Order No. 2 from **Cash Construction Company, Inc.** for referenced project for adjustments to the original Contract. Modifications are made to the hike & bike trail at the request of Lake Pointe MUD, in addition to wildflower seeding and some additional grading and erosion control along the Bee Cave ROW and a second concrete stairway near the intake station for easier access to the lake; an asphalt overlay of the community center parking lot is provided in lieu of a seal coat at the request of the Homeowners Association; addition of drainage piping to control/convey drainage at trail crossings are determined to be necessary along with repairs to a low-water crossing of the access roadway; a level-up of the parking and turn-around area is determined to be necessary for more efficient vehicle access/maneuvering; additional excavation/ embankment was required for project constructability; additional days are added for completion.

We have reviewed the proposals submitted by the Contractor, as well as supplemental information provided at our request, and have no objections to the contract changes. We recommend that Change Order No. 2 be approved accordingly in the amount of **\$107,936.41**, revising the total contract price to **\$4,859,902.41**. Please call if you have any questions or need any additional information.

Sincerely,

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

Stephen Jones, P.E.

cc:

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

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

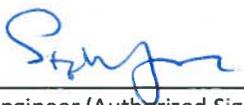
Date of Issuance: October 15, 2020	Effective Date:
Owner: West Travis County Public Utility Agency	Owner's Contract No.:
Contractor: Cash Construction Company, Inc.	Contractor's Project No.:
Engineer: Murfee Engineering Company, Inc.	Engineer's Project No.: 11051-116
Project: Construction of 30" Raw Water Transmission Main No. 2	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Modifications are made to the hike & bike trail at the request of Lake Pointe MUD, in addition to wildflower seeding and some additional grading and erosion control along the Bee Cave ROW and a second concrete stairway near the intake station for easier access to the lake; an asphalt overlay of the community center parking lot is provided in lieu of a seal coat at the request of the Homeowners Association; addition of drainage piping to control/convey drainage at trail crossings are determined to be necessary along with repairs to a low-water crossing of the access roadway; a level-up of the parking and turn-around area is determined to be necessary for more efficient vehicle access/maneuvering; additional excavation/embankment was required for project constructability; additional days are added for completion.

Attachments: [Contractor's change order proposal \(1 page\)](#)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$4,374,565.00	Original Contract Times: Substantial Completion: 210 Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$377,401.00	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: 60 Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$4,751,966.00	Contract Times prior to this Change Order: Substantial Completion: 270 Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$107,936.41	[Increase] [Decrease] of this Change Order: Substantial Completion: 35 Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$4,859,902.41	Contract Times with all approved Change Orders: Substantial Completion: 305 Ready for Final Payment: _____ days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By:  Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>Michael Stevens</u> Contractor (Authorized Signature)
Date: <u>10/15/2020</u>	Date: _____	Date: <u>10/15/2020</u>

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

To: WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
 13215 BEE CAVE PARKWAY, BUILDING B, SUITE 110
 BEE CAVE, TEXAS 78738

CONSTRUCTION CHANGE ORDER

Project: 30" RAW WATER TRANSMISSION MAIN NO. 2

Project No. :	901	Proposal	3
Original Contract Amount:	\$4,374,565.00	Proposal Date	09/23/2020
This Change Order:	\$107,936.41	Additional Days	35
Change Orders to Date:	\$377,401.00		
Original Contract Amount Plus Change Orders:	\$4,859,902.41		

Item No.	Description (Including Reason)	Quantity	Unit	Unit Price	Amount
Additional items and/or quantities:					
1	Deduct: Decomposed Granite Material	(270.00)	TONS	\$18.00	-\$4,860.00
2	Deduct: LOC Restoration / Hydromulch Seeding	(1,560.00)	SY	\$1.00	-\$1,560.00
3	Add: LadyBird's Lagacy Wildflower Mix #1814 to Bee Caves ROW Reveg	4.46	AC	\$1,081.00	\$4,821.26
4	Add: Mulch Rolls along Bee Caves ROW	800	LF	\$4.50	\$3,600.00
5	Add: Diversion Berm along Bee Caves ROW	300	LF	\$4.50	\$1,350.00
6	Add: Rock Excavation	2,636	CY	\$8.00	\$21,088.00
7	Add: Embankment	3,155	CY	\$3.25	\$10,253.75
8	Add: Extend Trail Restoration (including Landscape Boulder placement)	1,560	SY	\$8.00	\$12,480.00
9	Add: Drainage Piping at Trail Crossing - Sta. 29+66	40	LF	\$50.00	\$2,000.00
10	Add: Drainage Piping at Trail Crossing - Sta. 15+50	20	LF	\$50.00	\$1,000.00
11	Add: Low Water Crossing Repair (Per Detail)	1	LS	\$9,500.00	\$9,500.00
12	Add: Level Up Turn-Around Area	1	LS	\$2,500.00	\$2,500.00
13	Additional Days	35	DAY		
Updated Items					
14	Add: Stairs w/ Flume (per new detail)	94	LF	\$393.60	\$36,998.40
15	Delete: Seal and Strip HOA Parking Lot	(1)	LS	\$12,000.00	-\$12,000.00
16	Add: 1" HMAc TY D Overlay and Striping - HOA Parking Lot	1	LS	\$20,575.00	\$20,575.00
17	Add: Furnish and Install Wheel Stops	2	EA	\$95.00	\$190.00
Total Proposal No. 3					\$107,936.41

PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, AND ALL EROSION CONTROLS NOT LISTED.

Approved by: Michael Stevens Date: 9/23/2020
 Contractor's Representative Date

Approved by: _____ Date _____
 Engineer's Representative Date

Approved by: _____ Date _____
 WTC PUA Representative Date

ITEM F

**UTILITY CONVEYANCE AGREEMENT BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
11825 BREAKWATER, LP
(Breakwater Subdivision)**

This Agreement is made and entered into as of the ___ day of _____, 2020, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the “**Agency**”), and **11825 Breakwater, LP**, whose address is 200 West 2nd Street, #1605, Reno, Nevada 89501 (herein the “**Seller**”).

RECITALS

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

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water service to the Breakwaters Subdivision.

AGREEMENT

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

1. **Definitions.**

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

*Standard Form Agreement Between Owner and Contractor, between
11825 Breakwater, LP and Joe Bland Construction, LP, dated November
12, 2018, for the Breakwater Subdivision Subdivision Improvements.*

(b) **Facilities:** All water facilities constructed to serve the Breakwaters Subdivision, a development located at approximately 11825 Rim Rock Trail in Travis, County Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit “A”**, attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{Signature pages to follow}

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Jennifer Riechers
General Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2020,
by Jennifer Riechers, General Manager of West Travis County Public Utility Agency, on behalf
of said Agency.

Notary Public Signature

(Seal)

SELLER

11825 BREAKWATER, LP

By: _____

Name: _____

Date: _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, _____ of **11825 BREAKWATER, LP**, on behalf of said company.

Notary Public, State of _____

Printed Name: _____

My Commission expires:

EXHIBIT A – The Facilities

A. WATERLINE IMPROVEMENTS			
1	8" PVC Waterline, DR 14	LF	1,669
2	8" Gate Valve w/ box	EA	4
3	Double Service	EA	9
4	Single Service	EA	3
5	Fire Hydrant Assembly	EA	4
6	Connect to existing 12" main	LS	1

Note: Final Quantities based on Joe Bland Construction, LP, as-builts and final invoice.

Prepared By:
 Hugo Elizondo, Jr. P.E.
 Cuatro Consultants, Ltd.
 3601 Kyle Crossing, Suite A
 Kyle, Texas 78640



ITEM G

**FIRST AMENDMENT TO
AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER AND WASTEWATER SERVICE
(SPILLMAN RIDGE TOWNHOMES)**

This First Amendment to Agreement for the Provision of Nonstandard Retail Water and Wastewater Service (the "First Amendment") 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 The NRP Group, LLC, a Texas limited liability company (the "Developer").

WHEREAS, Developer and the WTCPUA entered into the Agreement for the Provision of Nonstandard Retail Water and Wastewater Service on November 15, 2018 (the "Agreement"), pursuant to which the WTCPUA agreed to provide 88 LUEs of both retail water and wastewater service to 17 acres of land within the WTCPUA's water and wastewater service areas defined as the "Proposed Development" in the Agreement;

WHEREAS, Developer has paid to the WTCPUA water and wastewater impact fees for all LUE's pursuant to the Agreement; i.e., 88 water LUEs and 88 wastewater LUEs;

WHEREAS, Developer and the WTCPUA desire to enter into this First Amendment to obtain an additional 23 LUEs of retail water service for irrigation and one (1) LUE of retail water service and one (1) LUE of retail wastewater service for use in the clubhouse/leasing office.

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

1. Service Commitment.

Section 2.1 is amended as follows:

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide up to 112 LUEs of water service (the original 88 LUEs retail use, 23 LUEs irrigation, and 1 LUE for the retail use at the Clubhouse) and 89 LUEs of retail wastewater service (the original 88 LUEs and one (1) additional LUE for the Clubhouse) for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail service to Retail Customers located within the Proposed Development that collectively exceeds 112 LUEs water service and 89 LUEs wastewater service, respectively.

**First Amendment to Agreement for the
Provision of Nonstandard Retail Water and Wastewater Service
(Spillman Ridge Townhomes)**

2. Impact Fees.

Section 4.2 is amended as follows:

Section 4.2 Impact Fees. WTCPUA acknowledges that Developer has paid in full Impact Fees for 88 water LUEs and 88 wastewater LUEs pursuant to the Agreement. Pursuant to this First Amendment and in accordance with the Agreement, Developer shall pay additional Impact Fees for the remaining 24 retail water LUEs and 1 wastewater LUE according to Chapter 395 of the Texas Local Government Code pursuant to WTCPUA Invoices Nos. 20077 and 20075-REP, copies of which are attached hereto and incorporated herein for all purposes.

3. Reservation Fees.

The last two paragraphs of Section 4.3 are amended as follows:

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 112 LUEs of water and 89 LUEs of wastewater have not been installed in accordance to WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years' Reservation Fees are due. WTCPUA acknowledges, consistent with Section 4.2, that Impact Fees have been paid for 88 LUEs of water and of wastewater service as of the date of this First Amendment and no additional Reservation Fees will be assessed on these 88 LUEs for water and wastewater service. Reservation Fees on the additional 24 LUEs for water service and 1 LUE for wastewater service committed in accordance with this First Amendment will be assessed only if Developer does not pay Impact Fees for these LUEs consistent with the Agreement and this First Amendment; i.e., no Reservation Fees will be assessed against those additional 24 LUEs for water service and 1 LUE for wastewater service if the fees reflected on the attached WTCPUA Invoices Nos. 20077 and 20075-REP are paid within six (6) months of the effective date of this First Amendment.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of 112 LUEs of water service and 89 LUEs of wastewater service runs with and is assigned to the Proposed Development.

4. Term.

Section 5.1 is deleted and replaced as follows:

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 112 LUEs for which Developer or a Retail Customer has not requested water service or for any of the 89 LUEs for which Developer or a Retail Customer has not requested wastewater service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date of the Agreement. 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, its successors or assigns provides service to Retail Customers located in the Proposed Development.

**First Amendment to Agreement for the
Provision of Nonstandard Retail Water and Wastewater Service
(Spillman Ridge Townhomes)**

To the extent that there are any conflicts or inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

The recitals made at the beginning of this First Amendment are incorporated herein and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment which is effective as of the date of the last signature to this First Amendment.

[Signature pages to follow]

**First Amendment to Agreement for the
Provision of Nonstandard Retail Water and Wastewater Service
(Spillman Ridge Townhomes)**

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

**First Amendment to Agreement for the
Provision of Nonstandard Retail Water and Wastewater Service
(Spillman Ridge Townhomes)**

ATTEST:

Walt Smith, Secretary
Board of Director

**First Amendment to Agreement for the
Provision of Nonstandard Retail Water and Wastewater Service
(Spillman Ridge Townhomes)**

THE NRP GROUP, LLC

By: _____

Name: Alastair Jenkin

Title: Senior Vice President

Date: _____

ITEM H

**West Travis County
Public Utility Agency**

**Agreed Upon Procedures Report
of Reimbursable Costs for
Hillside at Spanish Oaks**





MAXWELL LOCKE & RITTER LLP

Accountants and Consultants

An Affiliate of CPAmerica International

tel (512) 370 3200 fax (512) 370 3250

www.mlrpc.com

Austin: 401 Congress Avenue, Suite 1100

Austin, TX 78701

Round Rock: 411 West Main Street, Suite 300

Round Rock, TX 78664

Independent Accountants' Report on Applying Agreed-Upon Procedures

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

Dear Board Members:

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

The procedures we performed are as follows:

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

Affiliated Company

ML&R WEALTH MANAGEMENT LLC

"A Registered Investment Advisor"

This firm is not a CPA firm

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

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

Maxwell Locke + Ritter LLP

Austin, Texas
October 22, 2020

Schedule A
West Travis County Public Utility Agency
Calculation of Reimbursable Costs to be Paid to
CCNG Development Company, L.P. in Accordance with the
Utility Facilities Acquisition Agreement
Dated November 19, 1999, as Amended and Assigned

Cost Item	Costs Paid By Developer	Eligible Costs (2)	PUA Share of Costs	Reimbursement at 70% (3)	Reimbursement at 30% (3)
Hard Costs:					
Hillside at Spanish Oaks					
Water, Wastewater & Drainage	\$ 3,567,417	\$ 3,463,417	\$ 1,952,856	\$ 1,366,999	\$ 585,857
Paving	4,007,395	590,756	393,837	275,686	118,151
Developer Interest (1)	-	-	45,626	31,938	13,688
Total Hard Costs	<u>7,574,812</u>	<u>4,054,173</u>	<u>2,392,319</u>	<u>1,674,623</u>	<u>717,696</u>
Soft Costs:					
Hillside at Spanish Oaks					
Engineering	633,554	579,604	317,579	222,305	95,274
Surveying	102,992	102,992	58,350	40,845	17,505
Inspections	397,022	235,378	166,295	116,406	49,889
Other	4,587	4,587	2,627	1,839	788
Developer Interest (1)	-	-	15,372	10,760	4,612
Total Soft Costs	<u>1,138,155</u>	<u>922,561</u>	<u>560,223</u>	<u>392,155</u>	<u>168,068</u>
Total Costs	<u>\$ 8,712,967</u>	<u>\$ 4,976,734</u>	<u>\$ 2,952,542</u>	<u>\$ 2,066,778</u>	<u>\$ 885,764</u>
Number of LUEs in Hillside at Spanish Oaks	<u>97</u>				

(1) Interest based on expected reimbursement date of October 22, 2020. Only two years of interest will be reimbursed in accordance with TAC 30, Rule 293.5(a) and calculated using the interest rate from the most recent bond issuance for comparable facilities by a comparable district in Travis County.

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

(3) In accordance with the Utility Facilities Acquisition Agreement, the developer will be reimbursed for 70% of eligible costs. The remaining 30% of eligible reimbursable costs will be reimbursed after certain criteria has been met.

ITEM I

2.01 Wastewater Treatment Plant – Lakepointe



	2021	2022	2023	2024	2025
Lakepointe Wastewater Plant					
Replace influent pump control panel	\$ 25,000				
Replace effluent P 1/2 control valves	\$ 30,000				
Spare influent pump	\$ 15,000				
Effluent filter conversion (air to electric)	\$ 120,000				
Replace Plant #1 Clarifier Drive	\$ 150,000				
D.O Sensors & Blower Control per D.O.	\$ 40,000				
Replace Office/Lab	\$ 100,000				
Replace effluent P 3/4 control valves		\$ 30,000			
Replace Blower 1 & Control Panel		\$ 125,000			
Rehab control MCC panel			\$ 150,000		
Replace Blower 2			\$ 75,000		
Replace effluent P 4				\$ 60,000	
Replace Blower 3 & Control Panel				\$ 125,000	
Replace Blower 4					\$ 75,000
Generator Corrective Maintenance	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
Vegetation Control	\$ 3,000	\$ 3,000	\$ 2,500	\$ 2,500	\$ 2,000
Facility Maintenance (Property, Driveway, Security)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Building Maintenance		\$ 1,000	\$ 1,500	\$ 1,500	\$ 3,500
Vapex & Wager Units PM	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Total	\$ 496,500	\$ 172,500	\$ 242,500	\$ 202,500	\$ 94,000

- Plant #2 Clarifier Drive was replaced in 2018 and should have a lifespan of 15 years.



TO: Lake Pointe WWTP

PROJECT: LAKE POINTE WWTP

ATN: Plant Operator

PROPOSAL DATE: September 2, 2020

CC: Hartwell Environmental Corp. / ph#: 512/347-7676 / fx#: 512/347-7730
Lance LeBrun

The following Notes apply to Aqua-Aerobic Systems' proposal:

- We are pleased to quote, for acceptance within 60 days of this date, prices and terms on goods listed below.
- Equipment will be furnished by Aqua-Aerobic Systems, Inc. with unloading of goods, civil work, and installation by the Buyer.

Cloth Media Filters

AquaDisk Instrumentation

1 Pressure Transducer Assembly(ies) consisting of:

- Level sensing pressure transducer(s).
- 304 stainless steel probe mounting bracket(s).
- Float switch(es).

AquaDisk Valves

1 Set(s) of Backwash Valve(s) consisting of:

- 2" full port, three piece, ASTM A351 Grade CF8M stainless steel body ball valve(s), grooved end connections with single phase electric actuator(s). Valve / actuator combination shall be manufactured by TCI / RCI (RCI, a division of Rotork), Nibco, or equal.

1 Sludge Valve(s) consisting of:

- 2" full port, three piece, ASTM A351 Grade CF8M stainless steel body ball valve(s), grooved end connections with single phase electric actuator(s). Valve / actuator combination shall be manufactured by TCI / RCI (RCI, a division of Rotork), Nibco, or equal.

AquaDisk Misc/Spare Parts

1 The following parts consisting of:

- PES-13 chlorine resistant nominal 10 micron filter cloth(s), total of 24
- Viton V-ring effluent port\centertube seal(s). Total of 2

AquaDisk Controls w/Starters

1 Control Panel(s) consisting of:

- NEMA 4X 304 stainless steel enclosure(s).
- Air conditioner(s).
- Operator interface sun shield(s).
- Circuit breaker with handle.
- 2 KVA Transformer(s).
- Fuses and fuse blocks.
- Single phase circuit breaker(s).

- Line filter(s).
- GFI convenience outlet(s).
- Control relay(s).
- Selector switch(es).
- Indicating pilot light(s).
- MicroLogix 1400 PLC(s) with embedded digital and analog I/O.
- Ethernet switch(es).
- PanelView Plus 7 7" color touch screen display(s).
- Power supply(ies).
- Motor starter(s).
- Terminal blocks.
- UL label(s).

AquaDisk Engineering

6 Set(s) Documentation for the AquaDisk will be provided as described:

- Engineer's Approval Data (English language).

6 Set(s) Documentation for the AquaDisk will be provided as described:

- Operation & Maintenance Manuals (English language).

AquaDisk Supervision/Freight Domestic

1 Supervision Services and Freight Package(s) for the AquaDisk will be provided as follows:

- 4 Day(s) On Site for MECHANICAL SUPERVISION
- 1 Trip(s) for MECHANICAL SUPERVISION
- FREIGHT TO JOBSITE

The Following Notes apply to Aqua-Aerobic Systems' Proposal:

- We expect shipment of equipment will be completed 14-16 weeks after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. Service will be scheduled after receipt of purchase order. Scheduled service lead time is dependent upon existing service backlog. Equipment will be shipped prior to the Aqua-Aerobic Service Technician's arrival to site.
- Materials not described in this proposal, which are identified during the filter rebuild, would represent an additional cost.
- It shall be the responsibility of the customer to prevent influent from entering the filter during the rebuild process.
- Installation of the equipment described in this proposal shall be by others.

- F.O.B. ORIGIN; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

- TAXES: State and/or local taxes are not included in the price but will be charged unless we receive a valid resale/exemption certificate.

- PAYMENT TERMS: Subject to credit approval and guarantee of payment, payment Net 30 days from date of each shipment; no retainage allowed.
- Supervision services included in Aqua-Aerobic Systems' proposal are based upon supply of the quantity of trips and days stated. Additional supervision services can be provided for an additional charge of \$1200/day plus travel and living expenses.

GOODS QUOTED ABOVE WILL BE SOLD SUBJECT ONLY TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO.

Total Price: \$63,903

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)**Page 1 of 2**

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by: _____
Company: _____

Offer Respectfully Submitted,
Paul Klebs

By: _____ Date: _____

Paul Klebs, AfterMarket Sales Manager
Aqua-Aerobic Systems, Inc.

6.0 Mobile Equipment/Large Tools

	2021	2022	2023	2024	2025
Mobile Equipment/Large Tools Expense					
Truck Fleet Replacement	\$ 225,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000
F-250 Crane Truck Mid-Size (LM)	\$ 45,000				
Skid Loader-Bobcat	\$ 60,000				
Jet Trailer	\$ 70,000				
Camera for Line Inspections	\$ 12,000				
Man cage for forklift or crane lift	\$ 10,000				
Laser alignment tool	\$ 10,000				
Trailer for chemical delivery to RWI	\$ 10,000				
Large Crane Truck (EMD)		\$ 150,000			
Total	\$ 442,000	\$ 330,000	\$ 180,000	\$ 180,000	\$ 180,000



Pipehunter Model: 7724 Tandem Axle Trailer - 2,500 PSI @ 40 GPM

Quote Date: September 21, 2020

Due Date: 30 to 60 Days

Customer: West Travis County Public Utility Agency
Mr. Bubba Harkrider - Wastewater Operations Supervisor
hharkrider@wtcpua.org, 512-765-3752

Dealer: Texas Underground, Inc.
Stock: No

P.O. Number:

Part Number	Description	Quantity
WATER TANK		
	700 Gallon High-Density Polyethylene 12000 GVW	1
	500 Gallon High-Density Polyethylene 9995 GVW	
9000-0103P	Single Filler Assembly	1
9000-0032P	Main Tank Water Sight Gauge(1)Std	1
9000-0106	25' Fill Hose w Storage Rack	1
9000-0092	Dual Filler Assembly	
3013-0010	Hydrant Fill Strainer	1
9000-0118	2" Aux. Drain Valve- Street Side Rear	1
WATER PUMP		
9000-0079	2500 PSI @ 40 GPM Giant Water Pump w/ Pre-Strainer	1
9000-0040	Washdown System-43H with gun and 25ft hose	1
9000-0059	Air Purge	1
	Petcock Drain Valves, Water Pump	1
	Antifreeze Package 15 Gallon Dual Reel	
Special	Winter recirculation	
9000-0060	Pulsation System	
9000-0061	Multi-Flow Valve	1
9000-0026	25' Retractable Hand Gun Reel w 25' x 1/2" hose	
9000-0094	Degreaser Injection System. 5 gallon w 12 pump	
ENGINE		
	Kubota 74 HP Tier 4 Final With Clutch	1
9000-0048	Safety Lanyard (1) Emergency Kill	1
	15 Gallon Fuel Tank	1
	Electric Throttle	1
	Digital Gauge Package & Tachometer Low Pressure High	1
9000-0045	Engine Shroud/ Belt Guard/ Fenders - Aluminum	1
9000-0134	Full Engine Enclosure w Access Doors - Aluminum	
	Fuel Gauge - Panel Mounted	
	Hydraulic Pressure Gauge	
9000-0027	Silent Pak (Residential Muffler)	
Single Jet Hose Reels		
9000-0093	800' x 3/4" Jet Hose Reel (Narrow Design)	1
9000-0091	1,000' x 3/4" Jet Hose Reel	
ARTICULATING REEL OPTION		
	Articulating Reel Option Hydraulic Powered Articulation	1
HOSE REEL ACCESSORIES		
	Standard Level Wind 3/4"	
	Standard Level Wind 1/2"	
	Reel Free Spin Valve On 1/2"	
	Double Roller Levelwind 45 Degree 3/4"	1
9000-0006	Manual Footage Counter 3/4"	1
9000-0006	Manual Footage Counter 1/2"	
3004-3202	Level Wind w/ Counter 3/4"	
	Digital Footage Counter	
HOSE OPTIONS (per foot) Minimum 400 foot jet hose with 10 foot leader- 400, 600,800 increments		
3009-4522	Leader hose 3/4"-per foot	15
4625-12-XXX	3/4" Jet Hose per foot Piranha Only	600
3009-4537P	1/2" Leader hose-per foot	
4640-08-XXX	1/2" Jet Hose per foot Piranha Only	
3007-7000	3" Tiger Tail(1)Std	1
	2" Tiger Tail(1)Std	
	Hose Mender Kit Parker/Polyflow	
NOZZLE OPTIONS- Std. Hose Reel Nozzles		
	Nozzle Rack(1) 3/4"	1
	15 Degree Nozzle(1) 3/4"	1
	30 Degree Nozzle(1) 3/4"	1
	Nozzle Skid Assy 6"(1) 3/4"	1
HP Nozzle	Chisel 3/4"	1
HP Nozzle	Root Dawg 3/4"	1
HP Nozzle	10-Jet 3/4"	
URS-1	Universal Roller Skid w/Lights	1

Part Number	Description	Quantity
ELECTRICAL OPTIONS		
	Arrowstick w Control Box & Mounting Bracket LED	1
	Strobe Lights qty 4 LED flat one ea. Corner	
	Light - Strobe Light w/Limb Guard LED	1
9000-0011	Light - Hand Held Spot Light	
9000-0066	Light - Hand Held Spot With Reel	
	Light - Low Water Warning Light	
9000-0030P	Light - Low Water Warning Alarm	
	Light - Panel Light LED	1
	Light - Work Light-(Control panel) LED	2
9000-0024	Light - Work Light (Engine-Pump area) LED	
9000-0024	Light - Work Light (Arrowstick DS) LED	
9000-0024	Light - Work Light (Arrowstick PS) LED	
9000-0010	12 volt power outlet on Control Panel Female	1
9000-0112	L.E.D. Upgrade Marker and Tail Lights Only	1
REMOTE CABLE PENDANT OR WIRELESS REMOTE		
9000-0002P	Remote Pendant System, with Emergency Kill, Electric Throttle, (add Electric Throttle) Reel In/ Out 25 FT Cord	
	Wireless Remote- Electric Throttle, Emergency Kill, Reel in/out	
OPTIONS BELOW AVAILABLE FOR REMOTE PENDANT OR WIRELESS REMOTE		
	Water Off/ON-Hydraulic actuator Pendant are Wireless	
TOOL BOX OPTIONS (Aluminum Diamond Treadplate Construction)		
7600-0661	Locking, (Drawbar) - Aluminum 52" x 26" x 15.5"	1
	Locking, DS Frame Toolbox - Aluminum 48" x 12" x 12" Side Mount	
	Locking, DS Fender Toolbox - Aluminum 36" x 9" x 12"	
3004-7022	Rubber Decking EA. BOX	
ACCESSORIES		
	Garden Hose Reel 100' Capacity w/ 50' garden hose	
3007-8001	Hydrant Wrench	1
3008-0511	Manhole Hook	1
9000-0127	Lateral Reel Cart200' Cap. with 150' x 1/2" jet hose,ball valve, button nozzle w mounting brkt	
	Manhole - Lower Shoe W (4) 6' FIBERGLASS POLE SET	
8401-1401	Manhole - Upper Roller Aluminum	1
7600-0278	Traffic Cone Rack - Deck Mount	1
7600-0278	Traffic Cone Rack - Reel Deck Mount	
MANUALS		
3023-0002	PipeHunter Operator's Manual CD	1
26-OMRG33324	Engine Operator's Manual CD	1
FRAME & AXLE		
	6" Frame	1
	Dual #6000 Axles W/Electric Brakes 2 5/16 Hitch 3 positions	1
	DOT LIGHTING PACKAGE	1
3007-2012	PinTle Hitch	
	Hydraulic Brakes (Tand Axle Trailer)	
	Dual 7,000# GVWR Axles	
LINER OPTION		
	PipeHunter Speed Liner Frame & Reel	1

Liner Color: To Be Determined

Quoted By: Texas Underground, Inc. - Ricky Sanchez
281-904-9364, rsanchez@pipehunter.com

Budget Price: \$ 69,747.00

Warranty: Pipehunter Components One Year, Giant Water Pump Two Year, Kubota Engine Two Year, Water Tank Five Year

Cooperative Purchasing: Pipehunter Equipment is available through the H-GAC an BuyBoard Cooperative Purchasing Programs

Ship Method: Texas Underground, Inc.
Price Includes Delivery & Start-up Training

Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may alter costs. It is the dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.

Terms: MUNICIPAL (NET 30) CONTRACTORS (COD)

Signature: _____

Date: _____

Field Service Quotation

PREPARED BY: Kayode Olaiya
Field Service
For: Greg Dunn

Greg Dunn
Elliott Electric Supply
Austin,

Quotation Prepared for:	Elliott Electric Supply
Attention:	Greg Dunn GregoryDunn@elliotelectric.com
Project Name:	US Water Utilities
Addendum	Removed one VFD and reduce price
Location	12215 FM 2244 (Bee Caves), Austin, TX
Quotation Date	9/28/2020
Quotation Number	2776_Rev1

Project Specification Reference	
Project Drawings	142127

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

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

ADVANCED PM

Item	Description	Unit Price	QTY	Line Price
PM	TOSH-ADVANCEDPM	\$5,647 USD	1	\$5,647 USD
Part	GCI6720G282 - ASSY,PWR SUPP,ZWQ80,FR 0,1	\$1,125 USD	1	\$1,125 USD
Part	GCIRIFKITS - RIF RELAY BOARD KIT (x2)	\$338 USD	1	\$338 USD
Part	PC92000P020 - CRATE,D/O 41x27x36,WOOD	\$153 USD	3	\$459 USD
	<p style="text-align: center;">Work Scope</p> <ul style="list-style-type: none"> • Cleaning and inspection of VFD* • Inspection of power modules • Insulation test on Motor • Tightening of connections • Inspection of control cabinet • Inspection of transformer • Insulation test on transformer • Replacement of power supply • Resistance tests on transformer/contactors etc. • Testing of Contactor/breaker • Installation of RIFKITs • Upgrade of drive firmware • Analysis of Traceback and proposal of solutions • Verification of VFD/Motor/Application System • Recording of all power module serial numbers • Verification of VFD operation • Advanced PM <p>*Upstream power source must be isolated before we can perform the PM</p> <p>VFD Information Project Number - 142127 Typeform – M3A44125SAA-1 S/N – 090101643</p> <p>This includes (1) round trip to complete the Advanced PM on the listed drive(s). Travel and living expenses are also included. Based on up to (1) 10 -12 hour work day(s) by (1) Field Service Engineer(s). This does not include work on weekends, holidays or parts shipping costs which are CPT (Prepaid and Add).</p> <p>This is based on the assumption that the work at site for all drives will continue from start to stop</p>			

	<p>without interruptions and not require additional visits. Standby time will be charged using the current field service rate schedule.</p> <p>This quote is valid until 12/31/2020</p>		
TOTAL			\$7,569 USD

OPTIONAL

POWER MODULE RECONDITIONING/PM COMBINATION

Item	Description	Unit Price	QTY	Line Price
PM	TOSH-ADVANCEDPM	\$5,647 USD	1	\$5,647 USD
DISC	PM DISCOUNT	-\$400 USD	1	-\$400 USD
Part	GCI6720G282 - ASSY,PWR SUPP,ZWQ80,FR 0,1	\$1,125 USD	1	\$1,125 USD
Part	GCIRIFKITS - RIF RELAY BOARD KIT (x2)	\$338 USD	1	\$338 USD
Part	PC92000P020 - CRATE,D/O 41x27x36,WOOD	\$153 USD	3	\$459 USD
	<p style="text-align: center;">Work Scope</p> <ul style="list-style-type: none"> • Cleaning and inspection of VFD* • Inspection of power modules • Insulation test on Motor • Tightening of connections • Inspection of control cabinet • Inspection of transformer • Insulation test on transformer • Replacement of power supply • Resistance tests on transformer/contactors etc. • Testing of Contactor/breaker • Installation of RIFKITS • Upgrade of drive firmware • Analysis of Traceback and proposal of solutions • Verification of VFD/Motor/Application System 			

	<ul style="list-style-type: none"> Recording of all power module serial numbers Verification of VFD operation Advanced PM <p>*Upstream power source must be isolated before we can perform the PM</p> <p>VFD Information Project Number - 142127 Typeform – M3A44125SAA-1 S/N – 090101643</p> <p>This includes (1) round trip to complete the Advanced PM on the listed drive(s). Travel and living expenses are also included. Based on up to (1) 10 -12 hour work day(s) by (1) Field Service Engineer(s). This does not include work on weekends, holidays or parts shipping costs which are CPT (Prepaid and Add).</p> <p>This is based on the assumption that the work at site for all drives will continue from start to stop without interruptions and not require additional visits. Standby time will be charged using the current field service rate schedule.</p> <p>This quote is valid until 12/31/2020</p>			
<p>REC</p>	<p>TOSHcare® MODULE RECONDITIONING (FR 1)</p>	<p>\$6,036 USD</p>	<p>3</p>	<p>\$18,108 USD</p>
	<p style="text-align: center;">Work Scope</p> <ul style="list-style-type: none"> Replacement of power module power supply board Replacement of power module fiber optic cables Replacement of power module IGD boards Full voltage and current testing of power module 1 year TOSHcare® Protection Plan This price includes crates <p>Power Module Information Typeform - GCI6721G050B</p> <p>S/N -</p> <p>Lead time of 2 – 3 weeks</p>			

		This quote is valid until 12/31/2020				
					TOTAL	\$25,277 USD

Terms and Conditions

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

VII. NEW BUSINESS

ITEM A

AGREEMENT FOR EMERGENCY WATER SERVICE

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

KNOW ALL BY THESE PRESENTS:

This Agreement for Emergency Water Service (“**Agreement**”) is made and entered into by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code (“**WTCPUA**”) and Travis County Water Control and Improvement District No. 18, a Texas water control and improvement district operating pursuant to Chapters 49 and 51 of the Texas Water Code (“**District**”) (WTCPUA and District are collectively, the “**Parties**”).

Recitals

WHEREAS, WTCPUA currently provides retail potable treated water service adjacent to the District, and District provides retail water service to utility customers within its boundaries through storage facilities and a distribution system (collectively, the “**District’s System**”) owned and operated by the District; and

WHEREAS, District desires to establish an emergency interconnection with the WTCPUA to provide a secondary source of potable water for operation of District’s System to be used by the District only in the event that an emergency renders the District unable to provide potable water to its Districts from District’s System; and

WHEREAS, District has requested that the WTCPUA authorize an emergency interconnection to provide a secondary source of potable water supply in the event of such emergency circumstances; and

WHEREAS, subject to the terms and conditions provided in this Agreement, the WTCPUA has determined that it has the capacity to allow an emergency interconnection with the District under certain limited conditions, and provide a temporary and limited secondary source of a potable water supply to the District’s System during an emergency; and

WHEREAS, the public interest will be served by the WTCPUA providing such emergency interconnection services.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants set forth in this Agreement, the WTCPUA and District agree as follows:

**ARTICLE I.
DEFINITIONS**

1.01. Definition of Terms. As utilized in this Agreement, the following terms have the meanings ascribed to them below:

(a) **Water:** means potable water that meets applicable requirements of the TCEQ for human consumption and other domestic uses.

(b) **Emergency:** means any period of time within which water of sufficient quality and quantity necessary for the health, safety, or welfare of residents of and property served by the District is not available from the District's own facilities for a planned outage of an identified duration with proper notice, or for an unplanned outage, included without limitation, as a result of a sudden unforeseen and unpreventable catastrophic combination of circumstances, or a disaster or unforeseen facilities failure that renders District unable to provide sufficient potable water to its residential customers and calls for immediate action. The term "emergency" does not include service interruptions for scheduled maintenance, lapse of raw water supply contracts, or other legal or regulatory impediments, overcommitment of potable water supply, scheduled replacement or construction of facilities, or similar events that are foreseeable or preventable by the exercise of due diligence.

(c) **Approach Facilities:** means all improvements to the WTCPUA's water system required to transport water between the points of connection to existing WTCPUA facilities and the Point of Delivery.

(d) **Point of Delivery:** means the point in the WTCPUA's water lines designated by the WTCPUA where District may withdraw water on an emergency basis for distribution within District's water system, as more particularly shown on **Exhibit A**, attached hereto and incorporated herein for all purposes.

(e) **General Manager:** means the General Manager of the WTCPUA, or the General Manager's authorized designee.

1.02. Meaning of Terms Not Defined Above. Terms not defined above are accorded the meaning ascribed to them under the laws and regulations governing the Texas Commission on Environmental Quality ("TCEQ") or successor agency or the Texas Water Code, as may be amended from time to time, and, if such terms are not therein defined, such terms will be accorded their common meaning within the water utility industry in Travis County, Texas.

**ARTICLE II.
GENERAL CONDITIONS FOR PROVISION
OF EMERGENCY WATER SERVICE**

2.01. Provision of Emergency Interconnections and Water Service. Subject to the terms and conditions of this Agreement, the WTCPUA agrees to permit an emergency interconnection to the

WTCPUA's water system at the Point of Delivery and to provide potable water for the temporary operation of District's water system, but only in the event of an Emergency, as defined in this Agreement, or as otherwise agreed to by the Parties, and the WTCPUA determines that the temporary emergency water can be supplied without adversely impacting the WTCPUA water system and the WTCPUA's existing water customers. The existence of an Emergency requiring emergency water service and the available capacity from the WTCPUA under this Agreement will be determined by the WTCPUA in its sole discretion.

2.02. Maximum Volume and Rate of Flow. Subject to the terms and conditions set forth in this Agreement, the WTCPUA agrees to sell and the District agrees to buy potable water for the operation of District's water system on a temporary basis during an Emergency in an amount determined by the WTCPUA General Manager as necessary to meet the service demands of District. District acknowledges that the maximum flow rate at the Point of Delivery may not meet fire flow requirements.

2.03. Subject to Availability. The provision of emergency water service by the WTCPUA under this Agreement is subject, at all times, to the availability of water in excess of that required to supply water for all other WTCPUA users, as determined by the General Manager.

2.04. Duration of Service. As determined by the General Manager, the WTCPUA agrees to provide emergency water service to District for the shorter of the following periods:

- (a) the reasonable duration of the emergency giving rise to the request for emergency water service;
- (b) the reasonable duration needed to repair damage to District's water system caused by the emergency;
- (c) the duration of the WTCPUA's ability to provide water service to District after meeting the needs of its own water customers; or
- (d) not more than two weeks, except as provided below.

If the emergency exceeds the shortest of the foregoing periods, District may make a written request to the General Manager to continue or resume emergency water service beyond that period. The General Manager may continue or resume such service for an additional two weeks or other such period as the General Manager deems appropriate if:

- (a) the emergency has not been abated and the District has exercised reasonable diligence in attempting to remove or abate the emergency; and
- (b) the WTCPUA continues to have water available to serve the District in excess of that required to serve existing WTCPUA customers and that there is no adverse impact on the WTCPUA water system or the WTCPUA's existing customers from providing such service.

2.05. Contact Persons. A list of contact persons authorized by the District to request emergency service from the WTCPUA on the District's behalf is attached to this Agreement as **Exhibit B** and incorporated herein for all purposes.

The District must submit any request for emergency water services to the General Manager.

2.06. Procedure for Commencement of Service. The following protocol will be used to commence emergency water service under this Agreement:

- (a) District's contact person will notify the General Manager of the fact and nature of the emergency and the reason why District is unable to provide water service to its retail customers;
- (b) If the General Manager confirms that an emergency exists, that water is available to provide emergency water service to the District in excess of that required to serve existing WTCPUA customers, and that there is no adverse impact on the WTCPUA water system or the WTCPUA's existing customers to provide such service, the General Manager will authorize commencement of emergency water service to the District;
- (c) As soon as practicable following such confirmation and authorization, the WTCPUA will dispatch its crew to open the interconnection between the WTCPUA and District water systems to commence the emergency water service hereunder. District acknowledges that service to WTCPUA customers must remain the priority of the WTCPUA at all times. Subject to other emergencies or service priorities within the WTCPUA's service area and the availability of personnel and equipment, the WTCPUA will endeavor to make the interconnection as soon as possible after the General Manager's authorization for emergency water service. The WTCPUA will notify the District as soon as practicable after the interconnection between the WTCPUA and District water systems has been opened; and
- (d) District will be solely responsible for all changes, preparations, or safeguards to its system required to safely receive and distribute potable water from the WTCPUA's water system, for flushing and testing its distribution, system and for notifying its retail customers of any changes in water chemistry.

2.07. Discontinuance of Emergency Service. District shall promptly notify the General Manager of the completion of repairs to its system or the abatement of the emergency giving rise to the request for emergency service under this Agreement. Upon such notice, the WTCPUA will close the interconnection and discontinue emergency water service to the District as soon as practicable.

2.08. Cooperation. District shall cooperate at all times with the WTCPUA to ensure the safe and efficient delivery of emergency water service hereunder.

2.09. Conservation Restrictions. When District receives water from WTCPUA under this Agreement during an emergency, District agrees to impose on its retail customers and enforce, at a minimum, all voluntary and mandatory water conservation and water use restrictions imposed by the WTCPUA on its own water customers during an emergency event. The WTCPUA may immediately terminate emergency service to District with written notice if District fails to enforce conservation and use restrictions as least as stringent as those imposed by the WTCPUA on its own water customers during the existence of an emergency.

2.10. Chemical Compatibility/Safety of Water. District acknowledges that the disinfection method employed by the WTCPUA may not be compatible with the disinfection method used by the District. District will be solely responsible for any required flushing of its lines and for ensuring the overall safety and water hygiene standards of water distributed to retail Districts via its distribution system in accordance with applicable regulatory requirements.

2.11. Retail Responsibility. Distribution of water within District service area will be by means of District's pumping and distribution facilities. District will bear sole responsibility for operation and maintenance of all District water distribution facilities on the District's side of the interconnection.

ARTICLE III. REQUIREMENTS FOR INTERCONNECTIONS

3.01. Point of Delivery. Emergency water sold to District pursuant to this Agreement will be supplied from the WTCPUA's water distribution system and delivered to the District at the Point of Delivery shown on Exhibit A. The WTCPUA will not be required to supply water pursuant to this Agreement to the Point of Delivery until all water facilities required to provide emergency service pursuant to this Agreement are properly constructed, inspected, and approved by the WTCPUA as provided in this Agreement.

3.02. Nature of Interconnection. The interconnection between the WTCPUA and District water systems will be of a size, type, and design determined by the WTCPUA, and will be constructed by the District in accordance with this Agreement.

3.03. Control of Interconnection. The emergency interconnection between the WTCPUA and District water systems will remain at all times under the control and direction of the WTCPUA. The WTCPUA will have the sole responsibility for making or authorizing the emergency interconnection between the WTCPUA and the District, and for removal of the water meter. The District will coordinate its activities with the WTCPUA and will perform all reasonable actions consistent with the Agreement that are requested by the WTCPUA in the performance of its responsibilities under this Agreement.

3.04. Backflow Prevention. In order to protect the potable water supply of the WTCPUA from contamination, District agrees to comply with the cross connection control regulations set forth in WTCPUA policies, including the WTCPUA Rate Tariff, as amended, and applicable regulations of the TCEQ regarding the elimination of cross-connections and backflow prevention.

District agrees that the WTCPUA shall not provide emergency water service via direct pressure from the WTCPUA's water system at any time.

The Parties agree that sanitary control of the District distribution system will reside with the District at all times, and that the District is responsible for establishing and enforcing adequate regulations for safeguarding the District water system.

3.05 Metering Facilities. Water consumed by the District will be measured by meter and appurtenant metering facilities approved by the WTCPUA, which will be installed by the District at the Point of Delivery. A separation between the WTCPUA water system and the District water system at the interconnection will be maintained at all times until the commencement of emergency water service under this Agreement.

Following the construction and final acceptance of same, the WTCPUA will own, operate, and maintain the metering equipment and appurtenances at its expense and will calibrate the water meter upon request of District provided, however, that the cost of calibrating the meter equipment will be borne by District if requested more frequently than once every twelve (12) months. The metering equipment will be read by the WTCPUA. Unless otherwise agreed in writing, if any meter fails to register accurately for any period of time, the amount of water furnished during such period of time will be deemed to be the amount furnished in the most recent billing period, or portion thereof, in which emergency water service was provided to the District prior to the meter failure or be deemed to be the amount furnished based upon the District's daily recordings of such water use for TCEQ purposes for the connections determined to be receiving service via the emergency interconnect.

3.08. Ingress and Egress. District agrees to ensure the WTCPUA has immediate access for ingress and egress to the Point of Delivery and interconnection for all reasonable purposes incident to this Agreement including, without limitation, inspection, installation, operation, maintenance, repair or removal of the interconnection and all valves, metering facilities, and other equipment necessary or incident to the purposes of this Agreement.

3.09 Easement. District will provide any easements necessary for facilities deemed necessary by the WTCPUA to provide emergency water service to the District pursuant to this Agreement. The easements shall be in a form acceptable to the WTCPUA.

ARTICLE IV. CONSTRUCTION RESPONSIBILITIES

4.01. Design and Construction Responsibilities. District will be responsible for the proper design and construction of the meter loop, meter box, and all Approach Facilities, as well as all modifications to the District water system required for emergency water service under this Agreement, and for payment of all costs associated with the proper permitting, design, construction, inspection, and final acceptance of same. After providing the District with 24 hours prior written or electronic notice, the WTCPUA may install, at its option and expense, a flow

restrictor at any Point of Delivery if the General Manager determines the installation of a flow restrictor to be necessary or prudent. If installed, the flow restrictor will be the property of the WTCPUA, who will be solely responsible for the operation, maintenance, and security of same.

4.02. District Responsible for Obtaining Construction Permits, Approvals, Easements; Payment of Fees. District will be responsible for obtaining all necessary permits, consents, approvals, licenses, and authorizations for the construction work that are required by federal, state, and local authorities having jurisdiction in the matter and all easements or other property rights required for those portions of the construction work that will traverse private property to obtain water from the WTCPUA under this Agreement. District will be responsible for payment of all fees or other expenses associated with the above without reimbursement from the WTCPUA. District is responsible for the payment of all WTCPUA legal, engineering, and plan review fees relating to emergency service and facilities under this Agreement.

4.04. Inspection and Acceptance of Construction Work. Any facilities required for emergency water service pursuant to this Agreement, including the Approach Facilities and metering facilities required for emergency water service under this Agreement, must be inspected by the WTCPUA before the commencement of emergency water service under this Agreement. The WTCPUA may refuse to allow the connection of the WTCPUA water system to the District water system if the WTCPUA determines that the construction of such facilities required for emergency water service under this Agreement is defective. District is responsible for the payment of all WTCPUA inspection fees and other applicable fees.

4.05. Ownership, Operation and Maintenance of Facilities. Following construction, inspection, and final acceptance of the interconnect facilities, the WTCPUA will own and be responsible at all times for the ownership, operation, and maintenance of all facilities comprising of the interconnection facilities.

ARTICLE V.

WATER RATES AND BILLING

5.01. Rates and Charges. District agrees to pay the WTCPUA for all emergency water provided to District pursuant to this Agreement. The volumetric rates assessed by the WTCPUA for emergency water services shall be \$5.50/1,000 gallons. District shall also pay to the WTCPUA any costs for the operation and maintenance of the interconnect facilities, including the meter facilities.

5.02. Billing and Payment. The WTCPUA shall mail a written bill to District for each emergency billing period during the period of time the WTCPUA approves the provision of emergency water service setting forth the charges and quantity of water delivered to District as determined by the WTCPUA's reading of the meter installed at the Point of Delivery.

Each bill will include a due date and total amount owed to the WTCPUA based on the agreed account charges and the metered volume of water delivered multiplied by the water rate for District determined as stated above. District shall pay the total amount owed to the WTCPUA by the due date on each bill for emergency water service.

District agrees to make timely payments to the WTCPUA for emergency water service. Payments are considered past due thirty (30) days after the date of receipt of each bill for emergency water service. The WTCPUA may apply a late charge on past due payments in accordance with its Rate Tariff.

5.03. Effect of Nonpayment. Failure of District to make payment as specified in this Agreement may constitute a breach of the Agreement subject to immediate termination of the Agreement by the WTCPUA.

ARTICLE VI. OPERATION AND MAINTENANCE RESPONSIBILITIES

6.01. System Operation and Maintenance. Except as otherwise expressly set forth in this Agreement, each party will be solely responsible for the proper operation and maintenance of its own water distribution system in its entirety.

6.02. Security of Facilities. Each party will be solely responsible for the proper safeguarding and security of their water facilities on their respective sides of the Point of Delivery.

6.03. Protective Measures. District will be solely responsible for undertaking all reasonable and prudent measures required to protect its system from damage or harm caused by the connection of the District water system to the WTCPUA water system, differences in operational pressures or water chemistry, or otherwise from the receipt of emergency water service hereunder. District will also be responsible for providing such notice as may be required by law to inform its customers of any difference in water chemistry occasioned by its receipt of emergency water service under this Agreement.

ARTICLE VII. GENERAL PROVISIONS

7.01. Term. This Agreement will be effective for a term of fifteen (15) years from the effective date of this Agreement and will automatically renew for subsequent one (1) year terms unless terminated by either Party.

7.02. Entire Agreement. This Agreement, including any exhibits attached and made a part of the Agreement, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous understandings or representations whether oral or written, respecting the subject matter of this Agreement.

7.03. Interpretation. The Parties recognize that this Agreement is voluntary and consensual on the part of each party; that, absent this Agreement, the WTCPUA is not required by law to provide emergency water service to District and District is not required by law to obtain emergency water service from the WTCPUA; and that each party has been represented by legal counsel who have

participated in the formulation, drafting, and approval of this Agreement. Accordingly, this Agreement will not be interpreted more favorably to one party than the other.

7.05. Termination. This Agreement may be terminated immediately by the WTCPUA upon breach of any term or condition of the Agreement, including nonpayment for emergency water services. With the exception of breach of the Agreement by the District, this Agreement may be terminated by either party with sixty (60) days' written notice.

7.07. Records. District agrees to timely provide copies of all records, data, documents, or other information related to the emergency interconnection upon request by the WTCPUA.

7.08. Amendment in Writing. This Agreement may be modified only by a writing properly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and properly executed by each of the Parties.

7.09. No Amendment of Other Agreements. This Agreement is separate from, and does not constitute an amendment of, any other agreement between the Parties.

7.10. No Third Party Beneficiaries. This Agreement inures only to the benefit of the Parties and third persons not privy to the Agreement are not to be considered a third party beneficiary of this Agreement. Each party is solely responsible for the fulfillment of its own District contracts or commitments.

7.11. No Joint Venture, Partnership, Agency. This Agreement will not be construed in any form or manner to establish a partnership, joint venture, or agency, express or implied, nor any employer-employee, borrowed servant, or joint enterprise relationship by and among the Parties. The WTCPUA is an independent contractor and will be responsible at all times for directing its employees and representatives in the course of their duties. District will be responsible at all times for directing District's employees and representatives in the course of their duties.

7.12. Hold Harmless and Indemnity. THE DISTRICT AGREES TO BE INDIVIDUALLY RESPONSIBLE FOR ANY LITIGATION ARISING FROM ANY FAILURE TO COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS AND REQUIREMENTS THAT IS FILED WITH RESPECT TO THE DISTRICT'S OPERATION AND MAINTENANCE OF ITS FACILITIES AND CONSTRUCTION OF ANY FACILITIES UNDER THIS AGREEMENT. WTCPUA AGREES TO BE INDIVIDUALLY RESPONSIBLE FOR ANY LITIGATION ARISING FROM ANY FAILURE TO COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS AND REQUIREMENTS THAT IS FILED AGAINST WTCPUA WITH RESPECT TO WTCPUA'S OPERATION AND MAINTENANCE OF ITS FACILITIES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN TORT, CONTRACT, STRICT LIABILITY, STATUE, OR OTHERWISE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING FROM THE PERFORMANCE OF, OR IN CONNECTION WITH, THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOST EARNING, LOSS OF USE, LOST BUSINESS

OPPORTUNITIES, BUSINESS INTERRUPTION, OR LOST PROFITS, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN.

TO THE EXTENT PROVIDED BY LAW, THE DISTRICT AGREES TO INDEMNIFY WTCPUA, ITS BOARD OF DIRECTORS, OFFICER, EMPLOYEES, AGENTS, AND SERVANTS FROM ANY LIABILITY, LOSS, ACTION, OR CLAIMS OF ANY TYPE, INCLUDING WITHOUT LIMITATION, CLAIMS FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, AND ATTORNEY'S FEES OR COSTS INCURRED OPPOSING OR DEFENDING CASES OF ACTIONS OR CLAIMS MADE BY ANY PERSON ARISING FROM OR INCIDENT TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE DISTRICT, ITS OFFICERS, AGENTS, OR EMPLOYEES.

TO THE EXTENT PROVIDED BY LAW, WTCPUA AGREES TO INDEMNIFY THE DISTRICT, ITS BOARD OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SERVANTS FROM ANY LIABILITY, LOSS, ACTIONS, OR CLAIMS OF ANY TYPE FOR INJURY OR DEATH TO ANY PERSON OR INJURY TO ANY PROPERTY AND ATTORNEY'S FEES OR COSTS INCURRED IN OPPOSING OR DEFENDING CAUSES OF ACTION OR CLAIMS, MADE BY ANY PERSON ARISING FROM OR INCIDENT TO THE PERFORMANCE OR NON-PERFORMANCE HEREUNDER OF WTCPUA, ITS OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS.

ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, NEITHER PARTY SHALL BE LIABLE TO INDEMNIFY THE OTHER FOR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER.

EACH PARTY SHALL PROVIDE PROMPT WRITTEN NOTICE T THE OTHER OF ANY CLAIM, SUIT, OR OTHER PROCEEDING THAT MAY RESULT IN A CLAIM AGAINST THE OTHER PARTY.

7.13. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application of the Agreement to any person or circumstance is held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such part of this Agreement to other persons or circumstances will not be affected and this Agreement will be construed as if such invalid or unconstitutional portion had never been contained.

7.14. Force Majeure.

- a. Each party to this agreement agrees to excuse the failure of another party to perform its obligations under this Agreement to the extent, and for a period of time during which, the failure is caused by an event of Force Majeure. An event of Force Majeure is any event or circumstance which prevents or delays performance of any obligation arising under this Agreement, but only if and to the extent the event or circumstance is not within the control of the party seeking to have its performance obligation excused thereby and which the party was unable by the exercise of reasonable due diligence to avoid or prevent. Events of Force Majeure include acts of God, riots, sabotage, civil disturbances, epidemics, acts of domestic

or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Events of Force Majeure do not include economic or market conditions which affect a party's cost but not its ability to perform.

- b. The party invoking Force Majeure shall give timely and adequate notice to the other party, by e-mail or telephone confirmed promptly in writing, and shall use due diligence to remedy the effects of an event of Force Majeure, as soon as reasonably possible.

7.14. Jurisdiction and Venue. This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper and lie exclusively in Travis County, Texas.

7.15. Notices. When this Contract requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, faxed, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by fax or e-mail are considered delivered three (3) business days after transmittal or when received by the addressee whichever is earlier. The Parties may make routine communications by first class mail, email, fax, or other commercially accepted means. Notices and routine communications to the WTCPUA and District shall be addressed as follows:

DISTRICT:

WTCPUA:

West Travis County Public Utility Agency
Attn: Jennifer Riechers ,General Manager
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Phone: (512) 263-0100 Ext. 106
jriechers@wtcpua.org

With copies to:

Stefanie Albright
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue, Suite 1900
Austin, Texas 78701
salbright@lglawfirm.com

Either Party may designate an alternative addressee or address by sending written notice to the other Party.

7.16. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written approval of the other party.

7.17. Multiple Originals. This Agreement may be executed in multiple originals each of equal dignity.

7.18. Effective Date. This Agreement is effective upon the last date of execution written below.

[remainder of page intentionally left blank]

October 16, 2020

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives on the date(s) indicated below.

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
WTCPUA Board of Directors

Date: _____

ATTEST:

Walt Smith, Secretary

**TRAVIS COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 18**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Point of Delivery and Approach Facilities

EXHIBIT B

List of Contact Persons for West Travis County Public Utility Agency

West Travis County Public Utility Agency
Attn: Jennifer Riechers ,General Manager
12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, Texas 78738
Phone: (512) 263-0100 Ext. 106
jriechers@wtcpua.org

EXHIBIT C

List of Contact Persons for Travis County Water Control and Improvement District No. 18

ITEM B

Awaiting final documents from CCNG.

Documents will be sent to you electronically prior to the board meeting.

ITEM C

**RESOLUTION REGARDING THE AUTHORIZATION TO DEVELOP AND
EXECUTE APPROVED FORMS BY THE BOARD PRESIDENT OR
THE GENERAL MANAGER**

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

WHEREAS, West Travis County Public Utility Agency (the “Agency”) is a public utility agency created by concurrent ordinance of Hays County, the City of Bee Cave and Lake Pointe Municipal Utility District and governed by Chapter 572 of the Texas Local Government Code; and

WHEREAS, on March 19, 2012 the Lower Colorado River Authority transferred operations and maintenance of the West Travis County Water and Wastewater System (the “System”) to the Agency; and

WHEREAS, the Agency has employed Jennifer Riechers to serve as the Agency’s general manager (the “General Manager”); and

WHEREAS, the Agency has previous delegated the authority to the General Manager of the Agency to develop and execute certain standard easements which have been reviewed and approved by the general manager, engineer and general counsel necessary for Agency operations without prior formal action by the Agency Board of Directors;

WHEREAS, the Agency frequently prepares standard utility conveyance agreement and consent to assignment documents relating to nonstandard service agreements relating to service extension requests and ongoing development;

WHEREAS, the Agency Board of Directors desires that the General Manager be delegated the authority to approve and execute form utility conveyance agreements and consent to assignment documents for nonstandard service agreements;

NOW THEREFORE, it is resolved 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 Resolution for all purposes.

Section 2. The Agency authorizes and delegates authority to the General Manager to approve and execute form utility conveyance agreements and consent to assignment documents for nonstandard service agreements.

Section 3. This Resolution supersedes any and all previous resolutions delegating the authority to execute standard developer closing forms.

PASSED AND APPROVED this 22nd day of October, 2020.

Scott Roberts, President
Board of Directors

ATTEST:

Walt Smith, Secretary
Board of Directors

ITEM D

**WASTEWATER METER ACCESS AGREEMENT
(Lake Travis Independent School District Middle School No. 3)**

This Wastewater Meter Access Agreement (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 Lake Travis Independent School District, a Texas public independent School district and political subdivision of the State of Texas (the “**School District**”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and School District, collectively.

RECITALS

WHEREAS, the School District and the WTCPUA entered into an Agreement for the Provision of Nonstandard Retail Wastewater Service on October 18, 2018 (the “**NSSA**”) for the provision of retail wastewater service to the Lake Travis Independent School District Middle School No. 3 (the “**Middle School**”); and

WHEREAS, Lazy Nine Municipal Utility District No. 1A (“**Lazy Nine 1A**”) granted authority and permission to the WTCPUA to provide wastewater service to the Proposed Development, located inside the boundaries of Lazy Nine 1A, through a resolution approved by the Lazy Nine 1A Board of Directors on March 21, 2018, a copy of which is attached as **Exhibit A**;

WHEREAS, the School District and the WTCPUA have been coordinating regarding the metering of wastewater flows from the Middle School; and

WHEREAS, the Parties have agreed upon a solution whereby the WTCPUA will read the pump hour meters at the School District’s lift station approximately at the terminus of Vail Divide southeast of the Middle School (the “**Middle School Lift Station**”), shown in **Exhibit B**; and

WHEREAS, the School District desires to provide the WTCPUA (including its agents, employees, and contractors) access to the Middle School Lift Station for the purposes of reading the meters to determine wastewater flows attributed to the Middle School.

NOW, THEREFORE, in consideration of the above stated Recitals and 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:

AGREEMENT

1. Grant of Access. School District grants WTCPUA (including its agents, employees, and contractors) permission to access the Middle School Lift Station to read the meter located at the lift station. Access shall occur by pedestrian, car, or light truck from Vail Divide. This grant

LTISD Right of Access Agreement (Wastewater Meter)

of access to the WTCPUA is limited to the Middle School Lift Station, and WTCPUA may not access any other portion of the Middle School property without the express written permission of the School District.

2. Access for Limited Purposes. WTCPUA shall access the Middle School Lift Station only for the purposes of meter reading. WTCPUA agrees to use commercially reasonable efforts to avoid any material interference with the School District's use of the Middle School. School District shall notify the WTCPUA if, at any time, any activity of the WTCPUA unreasonably interferes with the Middle School, and the Parties will resolve the matter.

3. Term. This Agreement shall continue so long as the School District is receiving retail wastewater service from the WTCPUA for the Middle School pursuant to the NSSA, as may be amended.

4. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties. This Agreement may be amended only by a writing signed by both Parties. No waiver of any right hereunder will be effective unless in writing. This Agreement may be executed with multiple counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

5. Assignment. Neither party to this Agreement shall assign its rights, duties, or obligations hereunder without the prior written consent of the other party.

6. Miscellaneous. This Agreement will be governed by the laws of the State of Texas. This Agreement is performable and enforceable in Travis County, Texas. If any provision of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will continue in full force and the invalid or unenforceable provision will be replaced with one which, being valid, most closely reflects the intention of the Parties contained in the invalid provision. All recitals above and any exhibits attached to this Agreement are incorporated into this Agreement for all purposes.

In witness whereof, this instrument is executed this ____ day of _____, 2020.

[signature pages to follow]

GRANTOR:

**Trustees and their successors in office, of the
Lake Travis Independent School District, a Texas
public independent school district and political
subdivision of the State of Texas**

By: _____

Name: Kim Flasch

Title: President, Board of Trustees

LTISD Right of Access Agreement (Wastewater Meter)

ACCEPTED:

**GRANTEE:
WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Jennifer Riechers, General Manager

Date: _____

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, the undersigned officer of the Board of Directors of Lazy Nine Municipal Utility District No. 1A, hereby certify as follows:

1. The Board of Directors of Lazy Nine Municipal Utility District No. 1A convened in regular session on March 21, 2018, outside the boundaries of the District, and the roll was called of the members of the Board:

Rick Castleberry	President
Lee Combs	Vice President
Jennifer Brown Emerson	Secretary
Billy Phenix	Assistant Secretary
Felicia A. Wright	Assistant Secretary

and all of said persons were present except Director(s) Phenix, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION REGARDING WASTEWATER SERVICE TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT TRACT

was introduced for the consideration of the Board. It was then duly moved and seconded that the resolution be adopted, and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried unanimously.

2. A true, full, and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; the action approving the resolution has been duly recorded in the Board's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that the resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place, and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SIGNED AND SEALED on March 21, 2018.

(SEAL)



711259


Secretary, Board of Directors

RESOLUTION REGARDING WASTEWATER SERVICE TO
LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT TRACT

WHEREAS, Lazy Nine Municipal Utility District No. 1A (the "District") provides retail water and wastewater services to land within the boundaries of the District; and

WHEREAS, Lake Travis Independent School District ("LTISD") owns a 136.059 acre tract of land in the District (the "LTISD Tract") that currently does not receive wastewater service from the District; and

WHEREAS, the West Travis County Public Utility Agency (the "PUA") is willing to provide retail wastewater service to the LTISD Tract; and

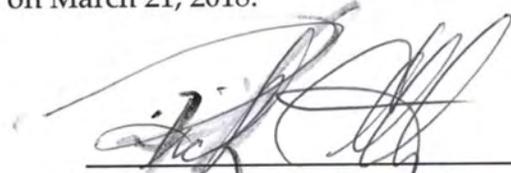
WHEREAS, the District is amenable to the PUA providing retail wastewater service to the LTISD Tract; Now, Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAZY NINE MUNICIPAL UTILITY DISTRICT NO. 1A THAT:

Section 1: The District hereby grants authority and permission for the PUA to provide retail wastewater service to the LTISD Tract.

[EXECUTION PAGE FOLLOWS]

PASSED AND APPROVED on March 21, 2018.



President, Board of Directors

ATTEST:



Secretary, Board of Directors

(SEAL)



ITEM E

An Agreement for the Provision of Limited Professional Services

Consultant:

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

Client:

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

Date: October 14, 2020

MEC Project No.: TBD

WTCPUA Work Order No.: _____

Project Name/Location: GIS Online Conversion

Scope/Intent and Extent of Services: Engineering Services shall be inclusive as necessary to assist the Client with a conversion to an online GIS environment for the facilities database such that the Client has online access to the real-time database files via a GIS viewer. Tasks included are:

1. GIS Data Preparation

Generate a database in a format that is accessible by the WTCPUA Staff using ESRI's licensing for viewing. GIS data cleanup and creation of a symbolized ArcPro map are included.

2. ArcGIS Online Conversion

Establish the ArcGIS online environment, upload individual layers, update symbol and field pop-ups, and create a web map. Provide links or instructions on how to access the data and to provide those links in as secure a fashion as is reasonably possible.

3. Online QA/QC

Back up data and update ArcPro map with online layers for future edits. QA/QC online fields against ArcPro map. Comprehensive testing of the web map.

4. Future Expansions

Provide input and advice in providing a platform poised for future additions and expansions.

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

GIS Data Preparation	\$ 10,000
Online Conversion	\$ 12,000
Online QA/QC	\$ 20,000
Future Expansions	T&M
	<hr/>
	\$ 42,000

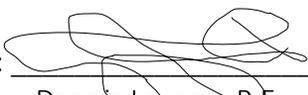
Estimated fee will not be exceeded without prior approval of Client.

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

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

Offered by:
MURFEE ENGINEERING CO., INC.

Accepted by:
WTC PUBLIC UTILITY AGENCY

By:  _____ 10/15/20
Dennis Lozano, P.E., Date
Vice-President

By: _____
Signature Date

Jennifer Riechers, General Manager

MURFEE ENGINEERING COMPANY, INC.

HOURLY RATE SCHEDULE

Effective: October 1, 2016

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal	\$300
Managing Engineer	\$250
Senior Project Manager	\$200
Project Manager	\$175
Senior Project Engineer	\$160
Project Engineer	\$145
Project Administration Manager	\$160
Project Administration Associate	\$80
Engineering Technician II	\$115
Engineering Technician I	\$95
Senior CAD Design Technician	\$165
CAD Design Technician	\$110
Draftsperson	\$95
Financial Services	\$90
Executive Assistant	\$75
Technical Administrative Assistant	\$85
Administrative Assistant	\$65
Reimbursable Expenses & Outside Services	Cost + 15%

TERMS AND CONDITIONS

Murfee Engineering Company, Inc. (MEC) shall perform the services outlined in this Agreement for the stated fee arrangement.

Access to Site: Unless otherwise stated, MEC will have access to the site for activities necessary for the performance of the services. MEC 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.

Dispute Resolution: Any claims or disputes made during design, construction or post-construction between the Client and MEC shall be submitted to non-binding mediation. Client and MEC agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments: Invoices for MEC's services shall be submitted, at MEC's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, MEC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless MEC, or his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of MEC.

Certifications, Guarantees and Warranties: MEC shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence MEC cannot ascertain.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and MEC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, MEC's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed an amount equal to the fee earned by MEC under this Agreement. Such causes include, but are not limited to, MEC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services: The Client or MEC may terminate this Agreement should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay MEC for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All documents produced by MEC under this Agreement shall remain the property of MEC and may not be used by the Client for any other endeavor without the written consent of MEC.

Design With Construction Administration: If the basic services under this Agreement include project observation or review, MEC shall visit the site at intervals appropriate to the stage of construction, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow MEC, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. MEC 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 nor for the Contractor's safety precautions or programs in connection with the Work. MEC shall not be responsible for any acts or omissions of the Contractor and MEC 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.

Design Without Construction Administration: If the basic services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the client waives any claims against MEC that may be in any way connected thereto. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MEC from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of MEC.

Hazardous Materials – Suspension of Services: Both parties acknowledge that MEC's scope of services does not include any services related to the presence of any hazardous or toxic materials. The Client agrees to indemnify and hold harmless MEC from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of MEC.

Betterment: If, due to MEC's negligence, a required item or component of the Project is omitted from MEC's construction documents, MEC shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required

and included in the original construction documents. In no event will MEC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ITEM F

CONSULTING AGREEMENT

This Consulting Agreement (“**Agreement**”) is entered into as of _____, by and between West Travis County Public Utility Agency (“**District**”) and Spitzer & Associates, Inc. (“**Consultant**”).

1. **Services.**

1.1 Nature of Services. Consultant will perform the services, as more particularly described on Exhibit A, for District as an independent contractor (the “**Services**”). The Services have been specially ordered and commissioned by District for the WTCPUA 1080 Transmission project (the “Project”). To the extent the Services include materials subject to copyright, Consultant agrees that the Services are done as “work made for hire” as that term is defined under U.S. copyright law, and that as a result, District will own all copyrights in the Services. Consultant will perform such Services in a diligent and workmanlike manner and in accordance with the schedule, if any, set forth in Exhibit A. Except as specified on Exhibit A, District agrees that Consultant's Services need not be rendered at any specific location and may be rendered at any location selected by Consultant. District empowers Consultant to take all steps in completing the Services that are deemed by Consultant to be advisable.

1.2 Relationship of the Parties. Consultant enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Consultant and Consultant's subcontractors, if any.

1.3 Compensation and Reimbursement. Consultant shall be compensated and reimbursed for the Services as set forth on Exhibit B. Consultant shall invoice District at the end of each month. Client agrees to pay Consultant within twenty (20) days of receipt of said invoice. A late fee of 1% per month shall apply to past due invoices. Consultant shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

2. **Termination of Agreement.**

2.1 Term. This Agreement shall be effective from the date first listed above for the period set forth on Exhibit A, or until completion of the Services, as applicable, unless sooner terminated by either party in accordance with the terms and conditions of this Agreement (“**Term**”). This Agreement is terminable by either party at any time, with 30 days written notice. If District exercises its right to terminate the Agreement, District shall be obligated to compensate Consultant for all work completed and through the 30-day notice period. If Consultant exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease upon the expiration of the 30-day notice period. Additionally, this Agreement shall automatically terminate upon Consultant's death. In such event, District shall be obligated to pay Consultant's estate or beneficiaries only the accrued but unpaid compensation and expenses due as of the date of death.

3. **Additional Provisions.**

3.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in Travis County, Texas.

3.2 **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Consultant shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without District's prior written consent which may be withheld as District determines in its sole discretion. Any such purported assignment shall be void.

3.3 **Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

3.4 **Entire Agreement.** This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to the Services and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

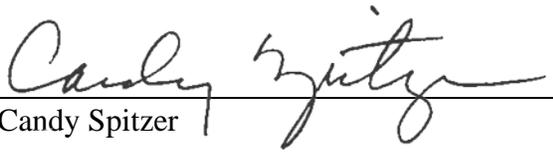
3.5 **Agency.** Consultant is not District's agent or representative and has no authority to bind or commit District to any agreements or other obligations.

3.6 **Amendment and Waivers.** Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

3.7 **Notices.** Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective if delivered by electronic mail to the Consultant or District's email addresses. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

(SIGNATURE PAGE TO FOLLOW)

Spitzer & Associates, Inc.


Candy Spitzer

10/15/20
DATE

DISTRICT
West Travis County Public Utility Agency

By: _____
Its: _____
Date: _____

EXHIBIT A
Description of Services

The Services that Consultant will provide for the WTCPUA 1080 Transmission project include:

- Project Administration
 - Project Oversight and assisting the District in condemnation activities.
 - Participate in project review meetings

Term of Agreement: Completion of Services

Once the right of way portion of the Project is complete, the Parties may agree to additional Services to be provided by Consultant subject to the same terms contained in this Consulting Agreement.

EXHIBIT B
Payment

Compensation

District shall pay Consultant at an hourly rate, subject to the following rate chart:

Program Manager/QA/QC	\$220.00
-----------------------	----------

The cost for all Services as set forth in Exhibit A will not exceed \$8,800.

ITEM G

CONSULTING AGREEMENT

This Consulting Agreement (“**Agreement**”) is entered into as of _____, by and between West Travis County Public Utility Agency (“**District**”) and Spitzer & Associates, Inc. (“**Consultant**”).

1. **Services.**

1.1 Nature of Services. Consultant will perform the services, as more particularly described on Exhibit A, for District as an independent contractor (the “**Services**”). The Services have been specially ordered and commissioned by District for the WTCPUA Lime Interceptor project (the “**Project**”). To the extent the Services include materials subject to copyright, Consultant agrees that the Services are done as “work made for hire” as that term is defined under U.S. copyright law, and that as a result, District will own all copyrights in the Services. Consultant will perform such Services in a diligent and workmanlike manner and in accordance with the schedule, if any, set forth in Exhibit A. Except as specified on Exhibit A, District agrees that Consultant's Services need not be rendered at any specific location and may be rendered at any location selected by Consultant. District empowers Consultant to take all steps in completing the Services that are deemed by Consultant to be advisable.

1.2 Relationship of the Parties. Consultant enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Consultant and Consultant's subcontractors, if any.

1.3 Compensation and Reimbursement. Consultant shall be compensated and reimbursed for the Services as set forth on Exhibit B. Consultant shall invoice District at the end of each month. Client agrees to pay Consultant within twenty (20) days of receipt of said invoice. A late fee of 1% per month shall apply to past due invoices. Consultant shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

2. **Termination of Agreement.**

2.1 Term. This Agreement shall be effective from the date first listed above for the period set forth on Exhibit A, or until completion of the Services, as applicable, unless sooner terminated by either party in accordance with the terms and conditions of this Agreement (“**Term**”). This Agreement is terminable by either party at any time, with 30 days written notice. If District exercises its right to terminate the Agreement, District shall be obligated to compensate Consultant for all work completed and through the 30-day notice period. If Consultant exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease upon the expiration of the 30-day notice period. Additionally, this Agreement shall automatically terminate upon Consultant's death. In such event, District shall be obligated to pay Consultant's estate or beneficiaries only the accrued but unpaid compensation and expenses due as of the date of death.

3. **Additional Provisions.**

3.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in Travis County, Texas.

3.2 **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Consultant shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without District's prior written consent which may be withheld as District determines in its sole discretion. Any such purported assignment shall be void.

3.3 **Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

3.4 **Entire Agreement.** This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to the Services and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

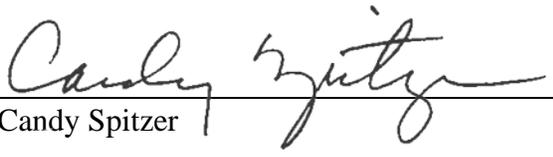
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(SIGNATURE PAGE TO FOLLOW)

Spitzer & Associates, Inc.


Candy Spitzer

10/15/20
DATE

DISTRICT
West Travis County Public Utility Agency

By: _____
Its: _____
Date: _____

EXHIBIT A
Description of Services

The Services that Consultant will provide for the WTCPUA Lime Interceptor project include:

- Project Administration
 - Project Oversight and assisting the District in condemnation activities.
 - Participate in project review meetings

Term of Agreement: Completion of Services

Once the right of way portion of the Project is complete, the Parties may agree to additional Services to be provided by Consultant subject to the same terms contained in this Consulting Agreement.

EXHIBIT B
Payment

Compensation

District shall pay Consultant at an hourly rate, subject to the following rate chart:

Program Manager/QA/QC	\$220.00
-----------------------	----------

The cost for all Services as set forth in Exhibit A will not exceed \$6,600.

VIII. STAFF REPORTS

ITEM A



General Manager's Report

October 22, 2020

Personnel Updates

- **Hired new Meter Technician employee, Evan Moody, on September 28th**

Significant Meeting Updates

- **Meeting with Jesse Malone regarding Headwaters MUD irrigation 9/23/20**

Discussed impact of pulling Headwaters irrigation meters off of potable water and transitioning irrigation to reclaimed water. Would benefit PUA as far as peak demand on the system and freeing up LUEs for future use. Will continue to discuss accounting of fees due in interim period of construction of effluent system.

- **Impact Fee Advisory Committee Meeting 10/6/20.** Committee member, Adrian Overstreet, asked the Board to consider evaluating the impact fee allocation table to determine if the allocations are representative of the uses for different projects. I informed Mr. Overstreet we could look at the table as a part of the new Impact Fee/Rate Study to be performed next year.
- **TC MUD 12 Wholesale Contract discussions** with Earl Foster, Joe Diquinzio and Jennifer Smith on 9/29/20 and 10/8/20. PUA staff will be creating a Term Sheet to present to the Board for consideration at the November board meeting.

Noteworthy Events

Pretreatment Tests were conducted 9/28/20. We tested 16 accounts and received the following results:

- 2 accounts had no flow (unable to perform analysis)
- 2 accounts passed (within tariff limits)
- 5 accounts had BOD levels <1,000mg/L (surcharge limit is 400)
- 4 accounts had BOD levels between 1,000-2,000mg/L
- 3 accounts had BOD levels greater than 2,000 mg/L

Summary: ¼ of the accounts will result in no surcharge

The accounts that exceeded the tariff limit for BOD and TSS would have averaged \$300 monthly surcharge (+ \$175 testing fee). Current board direction is to charge flat rate of \$100 + testing fee.

Late Fees/Disconnects

326 delinquent notices were mailed to Hwy. 290 customers on 10/6/20 with a disconnection date of 10/22/20.

Hwy. 71 customer notices will be mailed on 10/20/20

ITEM B



West Travis County Public Utility Agency

Budget Variance Report

As Of: 09/30/2020

Fund: 10 - General Fund

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
Water Revenue	2,490,691.61	2,351,153.00	139,538.61	20,058,750.47	19,131,000.00	927,750.47	105	19,131,000.00	927,750.47	-5
Wastewater Revenue	486,529.82	414,716.94	71,812.88	4,429,749.64	4,406,000.00	23,749.64	101	4,406,000.00	23,749.64	-1
SER Project Revenue	59,497.00	148,209.70	(88,712.70)	1,307,389.27	1,571,000.00	(263,610.73)	83	1,571,000.00	(263,610.73)	17
Other Income	845.73	3,250.00	(2,404.27)	41,479.17	39,000.00	2,479.17	106	39,000.00	2,479.17	-6
Investment Income, Net	2,930.05	6,277.50	(3,347.45)	123,501.32	75,000.00	48,501.32	165	75,000.00	48,501.32	-65
TOTAL REVENUE	3,040,494.21	2,923,607.14	116,887.07	25,960,869.87	25,222,000.00	738,869.87	103	25,222,000.00	738,869.87	-3
EXPENSE SUMMARY										
Water	374,583.82	442,620.37	68,036.55	3,608,475.69	4,143,990.00	535,514.31	87	4,143,990.00	(535,514.31)	13
Wastewater	130,998.72	150,363.98	19,365.26	1,591,166.66	1,878,890.00	287,723.34	85	1,878,890.00	(287,723.34)	15
Electromechanical	33,689.56	32,433.23	(1,256.33)	225,548.58	394,590.00	169,041.42	57	394,590.00	(169,041.42)	43
Line Maintenance	41,492.15	46,223.25	4,731.10	319,491.75	566,840.00	247,348.25	56	566,840.00	(247,348.25)	44
SER Projects	18,485.00	15,066.00	(3,419.00)	169,797.52	180,000.00	10,202.48	94	180,000.00	(10,202.48)	6
Engineering	15,977.45	0.00	(15,977.45)	39,748.94	0.00	(39,748.94)		0.00	39,748.94	
Customer Service	38,843.07	55,029.75	16,186.68	335,919.12	865,990.00	530,070.88	39	865,990.00	(530,070.88)	61
Information Technology	17,708.48	21,259.80	3,551.32	356,836.82	254,000.00	(102,836.82)	140	254,000.00	102,836.82	-40
Admin	1,013,563.89	993,856.90	(19,706.99)	14,773,563.73	13,614,450.00	(1,159,113.73)	109	13,614,450.00	1,159,113.73	-9
TOTAL EXPENSE	1,685,342.14	1,756,853.28	71,511.14	21,420,548.81	21,898,750.00	478,201.19	98	21,898,750.00	478,201.19	2
REVENUE OVER/(UNDER) EXPENDITURE	1,355,152.07	1,166,753.86	188,398.21	4,540,321.06	3,323,250.00	1,217,071.06		3,323,250.00	260,668.68	

Balance Sheet-All Funds

Account Summary

As Of 09/30/2020

MajorGroup	10 - General Fund	20 - Rate Stabilization Fund	30 - Facilities Fund	40 - Debt Service Fund	50 - Capital Projects Fund	60 - Impact Fee Fund	Total
Asset							
10 - Cash & Cash Equivalents	\$ 13,927,844	\$ 1,000,961	\$ 2,575,181	\$ 1,559,930	\$ -	\$ 4,347,986	\$ 23,411,902
11 - Investments	3,242,662	3,212,332	6,169,089	13,326,473	25,981,450	30,562,144	82,494,150
12 - Receivables	2,964,000	-	-	-	-	21,612	2,985,612
15 - Due from Other Funds	13,531,855	-	1,882,023	-	4,679,194	284,054	20,377,127
17 - Deposits	16,087	-	-	-	-	-	16,087
Total Asset:	\$ 33,682,448	\$ 4,213,293	\$ 10,626,293	\$ 14,886,403	\$ 30,660,644	\$ 35,215,796	\$ 129,284,878
Liability							
30 - Accounts Payable	\$ 677,267	\$ -	\$ 67,423	\$ -	\$ 370,458	\$ -	\$ 1,115,148
31 - Refundable Deposits	1,223,057	-	-	-	-	-	1,223,057
32 - Other Accrued Liabilities	259,790	-	-	-	-	-	259,790
35 - Due to Other Funds	6,845,271	-	2,208,201	-	11,241,960	81,694	20,377,127
Total Liability:	9,005,385	-	2,275,624	-	11,612,418	81,694	22,975,121
Equity							
50 - Fund Balances	20,136,742	3,102,676	6,971,487	17,711,576	25,801,941	44,052,161	117,776,584
Total Total Beginning Equity:	20,136,742	3,102,676	6,971,487	17,711,576	25,801,941	44,052,161	117,776,584
Total Revenue	25,960,870	1,110,617	2,027,019	29,585,848	920,520	11,309,260	70,914,134
Total Expense	21,420,549	-	647,837	32,411,020	7,674,234	20,227,320	82,380,961
Revenues Over/Under Expenses	4,540,321	1,110,617	1,379,182	(2,825,173)	(6,753,714)	(8,918,060)	(11,466,827)
Total Equity and Current Surplus (Deficit):	24,677,063	4,213,293	8,350,669	14,886,403	19,048,227	35,134,101	106,309,757
Total Liabilities, Equity and Current Surplus (Deficit):	\$ 33,682,448	\$ 4,213,293	\$ 10,626,293	\$ 14,886,403	\$ 30,660,644	\$ 35,215,796	\$ 129,284,878

Income Statement-All Funds

Account Summary

For the Period Ending 09/30/2020

	10 General Fund	20 Rate Stabilization Fund	30 Facilities Fund	40 Debt Service Fund	50 Capital Projects Fund	60 Impact Fee Fund	Total
Revenue							
60 - Water Revenue	\$ 20,058,750	\$ -	\$ -	\$ -	\$ -	\$ 9,279,900	\$ 29,338,650
61 - Wastewater Revenue	4,429,750	-	-	-	-	931,753	5,361,502
62 - SER Project Revenue	1,307,389	-	-	-	-	-	1,307,389
68 - Other Income	41,479	-	-	-	-	-	41,479
69 - Investment Income, Net	123,501	110,617	219,269	627,528	920,520	1,097,608	3,099,043
90 - Other Financing Sources (Uses)	-	1,000,000	1,807,750	28,958,320	-	-	31,766,070
Revenue Total:	25,960,870	1,110,617	2,027,019	29,585,848	920,520	11,309,260	70,914,134
Expense							
70 - Water Expenses	3,646,170	-	-	-	-	-	3,646,170
71 - Wastewater Expenses	1,620,202	-	-	-	-	-	1,620,202
72 - SER Project Expenses	169,798	-	-	-	-	-	169,798
73 - Shared Expenses	4,445,629	-	-	8,438	-	-	4,454,067
80 - Capital Outlay	-	-	647,837	-	7,674,234	-	8,322,072
88 - Debt Service	-	-	-	32,402,583	-	-	32,402,583
90 - Other Financing Sources (Uses)	11,538,750	-	-	-	-	20,227,320	31,766,070
Expense Total:	21,420,549	-	647,837	32,411,021	7,674,234	20,227,320	82,380,961
Current Surplus (Deficit):	\$ 4,540,321	\$ 1,110,617	\$ 1,379,182	\$ (2,825,173)	\$ (6,753,714)	\$ (8,918,060)	\$ (11,466,827)

Comparison to Prior Year Activity and Total Budget

General Fund

For the Period Ending 09/30/2020

	2019-2020 September Activity	2018-2019 September Activity	2019-2020 YTD Activity	2018-2019 YTD Activity	Total Budget	% Used
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Revenue

MajorGroup: 60 - Water Revenue

6001 - Retail Revenue	\$ 1,921,072	\$ 3,664,354	\$ 14,305,582	\$ 14,922,365	\$ 12,927,000	111%
6002 - Wholesale Revenue	568,764	852,935	5,212,734	4,251,654	5,483,000	95%
6009 - Other Revenue	856	71,949	540,435	709,603	721,000	75%
MajorGroup 60 - Water Revenue Total:	2,490,692	4,589,238	20,058,750	19,883,622	19,131,000	105%

MajorGroup: 61 - Wastewater Revenue

6101 - Retail Revenue-Wastewater	411,388	587,892	3,481,283	3,901,016	3,362,000	104%
6102 - Wholesale Revenue-Wastewater	75,142	97,933	825,812	750,367	799,000	103%
6104 - Pre-Treatment Surcharges	-	20,608	81,265	196,141	176,000	46%
6109 - Other Revenue-Wastewater	-	6,085	41,390	107,049	104,000	40%
MajorGroup 61 - Wastewater Revenue Total:	486,530	712,518	4,429,750	4,954,573	4,441,000	100%

MajorGroup: 62 - SER Project Revenue

6201 - Reservation Fee Revenue-Water	14,988	43,156	761,241	1,185,930	1,100,000	69%
6202 - Reservation Fee Revenue-Wastewater	24,159	2,732	221,780	371,060	330,000	67%
6203 - SER Application & Engineering Review Fees	20,350	2,950	83,750	59,200	41,000	204%
6204 - SER Construction Inspection Fee	-	17,132	240,618	122,164	100,000	241%
MajorGroup 62 - SER Project Revenue Total:	59,497	65,970	1,307,389	1,738,354	1,571,000	83%

MajorGroup: 68 - Other Income

6801 - Other Income	846	-	41,479	8,739	4,000	1037%
MajorGroup 68 - Other Income Total:	846	-	41,479	8,739	4,000	1037%

MajorGroup: 69 - Investment Income, Net

6901 - Investment Income, Net	2,930	34,543	123,501	121,249	75,000	165%
MajorGroup 69 - Investment Income, Net Total:	2,930	34,543	123,501	121,249	75,000	165%

Revenue Total:	\$ 3,040,494	\$ 5,402,269	\$ 25,960,870	\$ 26,706,537	\$ 25,222,000	103%
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Expense

MajorGroup: 70 - Water Expenses

7001 - Maintenance	\$ 3,942	\$ 18,301	\$ 243,943	\$ 570,919	\$ 400,000	61%
7002 - Repairs	26,220	-	177,073	-	300,000	59%
7005 - Grounds Maintenance	2,940	2,550	37,050	39,490	36,000	103%
7006 - Raw Water	108,759	189,857	1,087,625	1,078,678	1,020,000	107%
7007 - Chemicals	19,456	24,463	268,463	260,116	250,000	107%
7008 - Sludge Disposal	4,600	20,125	120,056	248,438	275,000	44%
7009 - Utilities	154,692	149,774	1,273,899	1,059,023	1,033,000	123%
7010 - Permits	-	-	19,590	19,777	25,000	78%
7011 - Laboratory Fees	3,936	2,060	15,972	22,300	30,000	53%
7012 - Contracted Services	4,199	7,266	66,452	87,058	90,000	74%
7013 - SCADA Maintenance	-	-	13,494	-	75,000	18%
7014 - Uniforms & Safety Equipment	-	-	496	-	2,990	17%
7015 - Office Supplies	37	-	3,595	-	5,000	72%
7019 - Other Expense	470	426	12,073	81,025	25,000	48%
MajorGroup 70 - Water Expenses Total:	329,251	414,822	3,339,781	3,466,824	3,566,990	94%

MajorGroup: 71 - Wastewater Expenses

7101 - Maintenance	1,109	35,733	157,799	270,962	200,000	79%
7102 - Repairs	10,878	-	100,776	-	50,000	202%
7105 - Grounds Maintenance	2,880	3,250	35,670	50,753	40,000	89%
7107 - Chemicals	2,283	3,842	51,810	48,307	62,000	84%
7108 - Sludge Disposal	60,898	53,640	656,109	649,200	675,000	97%
7109 - Utilities	23,900	24,232	274,423	267,549	295,000	93%
7110 - Permits	-	-	1,250	1,250	2,000	63%
7111 - Laboratory Fees	2,024	1,897	32,676	26,073	30,000	109%
7112 - Contracted Services	1,187	2,357	15,835	13,184	6,000	264%
7113 - SCADA Maintenance	-	-	2,673	-	10,000	27%
7114 - Uniforms & Safety Equipment	-	-	198	-	1,690	12%
7115 - Office Supplies	37	-	575	-	3,000	19%
7117 - Pre-Treatment Lab Testing	-	1,911	10,942	22,775	21,000	52%
7118 - Lease-Effluent Pond	-	-	93,000	93,000	93,000	100%
7119 - Other Expense	486	-	819	11,667	15,000	5%
MajorGroup 71 - Wastewater Expenses Total:	105,681	126,863	1,434,555	1,454,718	1,503,690	95%

Comparison to Prior Year Activity and Total Budget

General Fund

For the Period Ending 09/30/2020

	2019-2020 September Activity	2018-2019 September Activity	2019-2020 YTD Activity	2018-2019 YTD Activity	Total Budget	% Used
MajorGroup: 72 - SER Project Expenses						
7201 - SER Project Expenses	18,485	(23,502)	169,798	242,315	180,000	94%
MajorGroup 72 - SER Project Expenses Total:	18,485	(23,502)	169,798	242,315	180,000	94%
MajorGroup: 73 - Shared Expenses						
7301 - Billing System & Support	-	16,433	76,465	118,296	317,000	24%
7302 - Insurance	-	-	122,319	115,244	119,000	103%
7303 - Occupancy	16,012	15,154	189,269	252,420	190,000	100%
7304 - Payroll Expense	250,747	288,674	3,125,422	2,984,555	3,213,000	97%
7305 - Professional Services	98,910	117,409	882,695	807,230	840,000	105%
7306 - Vehicle Expense	12,934	13,001	117,536	95,003	102,000	115%
7309 - Other Expense	16,759	37,456	423,959	299,928	278,320	152%
MajorGroup 73 - Shared Expenses Total:	395,362	488,128	4,937,665	4,672,676	5,059,320	98%
MajorGroup: 80 - Capital Outlay						
8001 - General	-	-	-	38,199	50,000	0%
MajorGroup 80 - Capital Outlay Total:	-	-	-	38,199	50,000	0%
MajorGroup: 90 - Other Financing Sources (Uses)						
9009 - Transfers Out	836,563	971,354	11,538,750	11,656,250	11,538,750	100%
MajorGroup 90 - Other Financing Sources (Uses) Total:	836,563	971,354	11,538,750	11,656,250	11,538,750	100%
Expense Total:	\$ 1,685,342	\$ 1,977,665	\$ 21,420,549	\$ 21,530,982	\$ 21,898,750	98%
Total Surplus (Deficit):	\$ 1,355,152	\$ 3,424,604	\$ 4,540,321	\$ 5,175,555	\$ 3,323,250	

Facilities Fund & Capital Project Expenditures

Date Range: 10/01/2019 - 09/30/2020

Account	Name	Beginning Balance	Total Activity	Ending Balance
Fund: 30 - Facilities Fund				
SubGroup: 80021 - Projects				
30-10-8004	Uplands WTP Off/Trident Bldg	0.00	2,000.00	2,000.00
30-10-8006	Tank & PS Repainting	0.00	12,115.00	12,115.00
30-10-8010	Misc 1280 Press Plane Imp-Other	0.00	22,596.31	22,596.31
30-10-8012	Leak Detection Prev Maint	0.00	31,910.00	31,910.00
30-20-8011	WW Solids Mgmt Master Plan	0.00	78,398.68	78,398.68
30-90-8008	I&I Study & Master Plan	0.00	178,274.41	178,274.41
30-90-8009	SCADA	0.00	14,103.00	14,103.00
30-90-8014	Uncategorized	0.00	0.00	0.00
Total SubGroup: 80021 - Projects:		0.00	339,397.40	339,397.40
SubGroup: 80022 - Major Maintenance & Repairs				
30-10-8030	Water System Large M&R	0.00	171,542.91	171,542.91
30-20-8031	Wastewater System Large M&R	0.00	15,305.85	15,305.85
Total SubGroup: 80022 - Major Maintenance & Repairs:		0.00	186,848.76	186,848.76
SubGroup: 80023 - Vehicles & Mobile Equipment				
30-90-8040	Vehicles & Mobile Equipment	0.00	60,519.08	60,519.08
Total SubGroup: 80023 - Vehicles & Mobile Equipment:		0.00	60,519.08	60,519.08
SubGroup: 80024 - Meters				
30-10-8050	Meter Purchases	0.00	61,071.81	61,071.81
Total SubGroup: 80024 - Meters:		0.00	61,071.81	61,071.81
Total Fund: 30 - Facilities Fund:		0.00	647,837.05	647,837.05
Fund: 50 - Capital Projects Fund				
SubGroup: 80031 - CIP System-Wide				
50-10-8103	RWI/PS Expansion Ph 1	0.00	0.00	0.00
50-10-8107	Raw Water Transmission Main #2	0.00	4,281,221.33	4,281,221.33
50-10-8109	System Hydraulic Modeling	0.00	166.25	166.25
50-10-8110	Additional Water Supply Development	0.00	19,996.65	19,996.65
Total SubGroup: 80031 - CIP System-Wide:		0.00	4,301,384.23	4,301,384.23
SubGroup: 80032 - CIP 71 System				
50-10-8201	HPR Conv & Upgrade to 1500	0.00	59,402.66	59,402.66
50-10-8203	WBCPS GST 2 Upgrade Ph 2	0.00	1,149,503.57	1,149,503.57
50-10-8205	1080 Bee Cave TM	0.00	46,323.75	46,323.75
Total SubGroup: 80032 - CIP 71 System:		0.00	1,255,229.98	1,255,229.98
SubGroup: 80033 - CIP 290 System				

Detail Report

Date Range: 10/01/2019 - 09/30/2020

Account	Name	Beginning Balance	Total Activity	Ending Balance
50-10-8301	SW Pkwy PS Upgrade Phase 1	0.00	306,516.95	306,516.95
50-10-8305	1240 Conversion/WL	0.00	118,912.79	118,912.79
50-10-8307	1340 EST	0.00	3,705.81	3,705.81
50-10-8309	1340 PS Upgrade	0.00	207,355.09	207,355.09
50-10-8311	1340 TM	0.00	-35,277.76	-35,277.76
Total SubGroup: 80033 - CIP 290 System:		0.00	601,212.88	601,212.88
SubGroup: 80034 - CIP Wastewater				
50-20-8402	TLAP Major Amendment Application	0.00	1,634.50	1,634.50
50-20-8403	Bohls WWTP Expansion	0.00	47,088.70	47,088.70
50-20-8407	Beneficial Recycling Facility	0.00	27,178.75	27,178.75
Total SubGroup: 80034 - CIP Wastewater:		0.00	75,901.95	75,901.95
SubGroup: 80035 - Developer Reimbursements				
50-90-8501	Developer Reimbursements	0.00	1,440,505.41	1,440,505.41
Total SubGroup: 80035 - Developer Reimbursements:		0.00	1,440,505.41	1,440,505.41
SubGroup: 80036 - Other				
50-90-8599	Other	0.00	0.00	0.00
Total SubGroup: 80036 - Other:		0.00	0.00	0.00
Total Fund: 50 - Capital Projects Fund:		0.00	7,674,234.45	7,674,234.45
Grand Totals:		0.00	8,322,071.50	8,322,071.50

ITEM C



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
Regional Water Treatment Plant

Operations Report

October 15, 2020

Operations Overview

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

Water and Waste Water Process Summary: September, 2020

Water Treatment Plant	Actual
AVG Raw Water	9.743 MGD
AVG Treated Water	9.396 MGD
PEAK Treated Water	13.938 MGD
AVG CFE Turbidity	0.06 NTU
AVG Chlorine	2.70 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.577 MGD	0.675 MGD
MAX Flow	0.744 MGD	
AVG CBOD	1.22 mg/l	5 mg/l
AVG Fec.Coli	1.17 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.33 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.242 MGD	0.325 MGD
MAX Flow	0.329 MGD	
AVG CBOD	1.44 mg/l	5 mg/L
AVG Fec.Coli	1.08 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.26 mg/l	3 mg/L

WTCPUA Effluent Irrigation Effluent Ponds Weekly Operating Report

Week of: October 12 2020

Average Wastewater Flows:	Lake Pointe	0.515	MGD
	Bohls	0.221	MGD
	TOTAL	0.736	MGD

Pond Level Readings:	Spillman	16.00	ft	Read Date: 10/12/2020
	Bohls	21.50	ft	

Current Pond Capacities	Spillman	70%	Full
	Bohls	31%	Full

Combined Capacity:	46%	Full
Last Weeks Combined	50%	Full

Milestone Combined Capacity Levels:

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

Current Operating Conditions:	Normal Irrigation Conditions CCNG on Bohls Service
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Target Maintenance Flows:			
Spanish Oaks:	0.295	MGD	
Falconhead:	0.353	MGD	
Falconhead HOA:	0.088	MGD	

		0.736		
Previous Week Usage:	Effluent		Raw Water	
Spanish Oaks:	0.277	MGD	0.000 MGD	
Falcon Head:	0.484	MGD		
Falcon Head HOA:	0.062	MGD		
	TOTAL	0.823	MGD	

Year to Date Usage:	Effluent		Raw	
Spanish Oaks:	224.3	Mgal	Spanish Oaks	ac-ft
Falcon Head:	426.1	Mgal	Total	ac-ft
Falcon Head HOA:	69.1	Mgal	MAQ 450	ac-ft

By:	Bubba Harkrider	Date:	10/12/2020
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ELECTROMECHANICAL REPORT

OCTOBER 2020

Water Treatment Plant

- High Service Pump Motor has been replaced after pump failure; pump will be rebuilt pending cost assessment.
- Unit #3 Sump Pump – Pulled pump for motor failure. Stator has been rebuilt. In process.
- Replaced level transducer on LAS Bulk storage tank.
- Replaced sump pump outside of Line Maintenance building.
- Replaced cooling fans in PLC transfer pump bldg. cabinet.
- Installed sealant to prevent condensation in HSP #5 control panel.
- Replaced relay for LAS Pump #2 resolving failures.
- Changed oil in Fab shop Air Compressor.
- Replaced A/C filters for the following locations: Transfer Pump Bldg., Unit #2, Main Office, and High Service Bldg.

Raw Water Intake

- Pump #5 was taken offline for an inspection of the pump and motor. Motor has been installed on Pump #4. A replacement pump/motor is scheduled for installation this month.
- Pump #2 Seal replacement – Seal has been installed.
- Dispose of washout material from previous months main water line leak.

Pump Station #1

- Replaced contactor and timer relay on Pump #4.
- Replaced A/C filters.

Pump Station #2

- Replaced A/C filters.

Pump Station #3

- Troubleshoot excessive runtime on Pump #2, found air/water balance in pressure tank to be incorrect; relieved air to correct.

Pump Station #5

- Replaced A/C filters.

Pump Station #7

- Ran conduit pulled wire and added programming to PLC for upcoming actuated valve install.
- Adjusted packing seals on Pump #3.
- Replaced water line to Ice Machine.
- Replaced A/C filters.

Lakepointe WWTP

- Replaced clarifier #2 control panel.

Lift Station #8

- Pump #1 troubleshot for a seal fail. – Spare pump installed.
- Base ells are damaged and will need to be replaced; material has been ordered for replacement. Replacement of base ells are scheduled for the 15th of October.

Lift Station #10

- Replacement panel and other components scheduled to arrive Mid-October.

Lift Station #11

- Pulled pumps and cleared debris.

Lift Station #15

- Generator fuel system treated for bacterial growth. Problem has resurfaced and is being addressed; temporary tank installed currently. Replacement tank has been ordered.
- Control Panel A/C unit failure. In process

Lift Station #18

- Replaced level Transducer.
- Cleared debris from check valves.

Misc.

- Completed Inventory count.

ITEM D



Partners for a Better Quality of Life

October 15, 2020

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

Re: WTCPUA Project Status Summary – October 2020

Dear Jennifer:

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

1. Sanitary Sewer Smoke Testing Study and Report – This project is complete and the report that details the findings was submitted to the PUA on September 17, 2020.
2. SCADA System Improvements Project – The RF model is complete and the data analysis is anticipated to be complete within the next two weeks. At that point the study and report will be finalized and submitted to the PUA in early November.
3. Uplands WTP Improvements – Field work is underway on this project. A supplemental scope/fee proposal was prepared for and submitted to the PUA for completion of the additional design work items. Final design and construction documents suitable for bidding are scheduled to be submitted to the PUA in January 2021.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Scott C. Wetzel'.

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

Cc: File WTCP2000029/WTCP2000096



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 15th, 2020

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

FROM: Dennis Lozano, P.E.

DL

RE: Engineer's Report – October 2020

CC: Jennifer Riechers – WTCPUA General Manger

MEC File No.: 11051.131

Current Issues

Wastewater Flow

An updated figure tracking wastewater flows is attached.

Raw and Treated Water Flows

Figures are attached. Trends are in line with expectations.

CIP

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

Water-Systemwide

Raw Water Line No. 2

The pipeline and fiber optic portions of the project have been completed. Remaining irrigation repair, restoration and establishment of revegetation. Cash Construction completed scope and demobilized from the LTISD site to comply with the temporary construction easement this month. We received a very positive report from LTISD and very much appreciate their cooperation and accommodation.

Raw Water Line No. 2 Chlorine Injection Improvements

On October 9, 2020, we submitted the CT study report for raw water line No. 2 to TCEQ for approval. We are currently developing the plan and specification document for the project to submit to TCEQ for approval.

Water Solids Management Master Plan

The executive summary of the report was provided to the Board last month. The Final version of the preliminary engineering report will soon be issued.

Beneficial Water Recycling Project

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

Water Model Update and Calibration

Currently, pipeline and other data of the water system are being incorporated from GIS into the WaterCAD model. A protocol has also been developed to use the existing model data in a cost efficient way while scrubbing it for consistency and accuracy.

Water – SH71 System

1080 Transmission Main

We are currently working with the property owners to obtain the easements. The WTCPUA has engaged with the City of Bee Cave to use powers of eminent domain in the easement acquisition process. Topographical and tree survey for a portion of the project is complete. Due to the unavailability of easements and other issues, we decided to install the pipeline in two phases; the first phase will install the pipe segment between RM 2244 and Bee Cave Parkway, and the second phase will install the pipe segment between Bee Cave Parkway and West Bee Cave PS.

Hamilton Pool Road Pump Station Expansion

This project includes the replacement of both existing pumps and the installation of an additional pump increasing the firm capacity of this pump station. The contractor is expecting delivery of the pumps and piping within the week of October 12. One 8-hour shutdown is expected during installation of the new piping and pumps, sometime in October.

Hamilton Pool Road Pump Station GST No. 2

A Travis County site plan application has been prepared and submitted. Comments have been received and we have responded to them on October 6. The new tank is expected to have double the capacity of the existing tank, however, it will be a pre-stressed concrete tank with a larger diameter but approximately same height. It is expected that the tank will be located on the MUD 22 EST site.

West Bee Cave Pump Station Expansion

Civil and mechanical portion of the plan and specification document are being sent to TCEQ for

approval. The electrical engineering sub-consultant will provide the Final electrical design for the project soon. During the construction, the pump station needs to be shut down temporarily for installing the starter of the motor. We will coordinate with WTCPUA regarding the advertisement and construction dates to avoid temporary pump station shut down during high demand period.

Water – US290 System

1240 Conversion Waterline

Currently we are developing plan and profile sheets for the pipeline. We expect to advertise the project early next year.

1340 Pump Station

Design is nearing completion—awaiting electrical drawings and specifications. Submittal to TCEQ will be made this month. A site exemption has been obtained from the City of Austin. We are working with Pedernales Electric Cooperative on the new electric service.

1420 Pump Station Expansion

Civil and mechanical portion of the plan and specification document are being sent to TCEQ for approval. The electrical sub-consultant will soon provide the electrical design of the project. We are working with Pedernales Electric Cooperative to upgrade the electric service for the expansion. During the construction, the pump station needs to be shut down temporarily for connecting the proposed pumps and motors with the transformer. We will coordinate with WTCPUA regarding the advertisement and construction dates to avoid temporary pump station shut down during high demand period.

Southwest Parkway Pump Station Expansion

The transaction to reconstitute the SWPPS site for Ch. 245 protection has been completed. Contractor has mobilized and constructions has begun. The contractor is expected to have the foundation of the tank done before the third week of October. We continue to work with the City of Austin and Travis County to obtain the permit for GST 2. Inclusion of GST 2 in the project is contingent on securing site approval from the City of Austin and Travis County.

Wastewater

Bohls WWTP Expansion Design

We have obtained approval from Lake Travis Fire Rescue and we are currently working on clearing City of Bee Cave's comments to the Site Plan submittal. We are currently working toward Planning and Zoning Commission and City Council approvals. Individual unit processes have been analyzed with only aeration equipment remaining and we have begun detailed mechanical drawings for the individual components of the treatment works.

Wastewater Solids Management Master Plan

Phase I of the Master Plan with the Bohls WWTP expansion and that the Board direct MEC to present the report to the Lake Pointe MUD for feedback on Phase II.

Other Projects

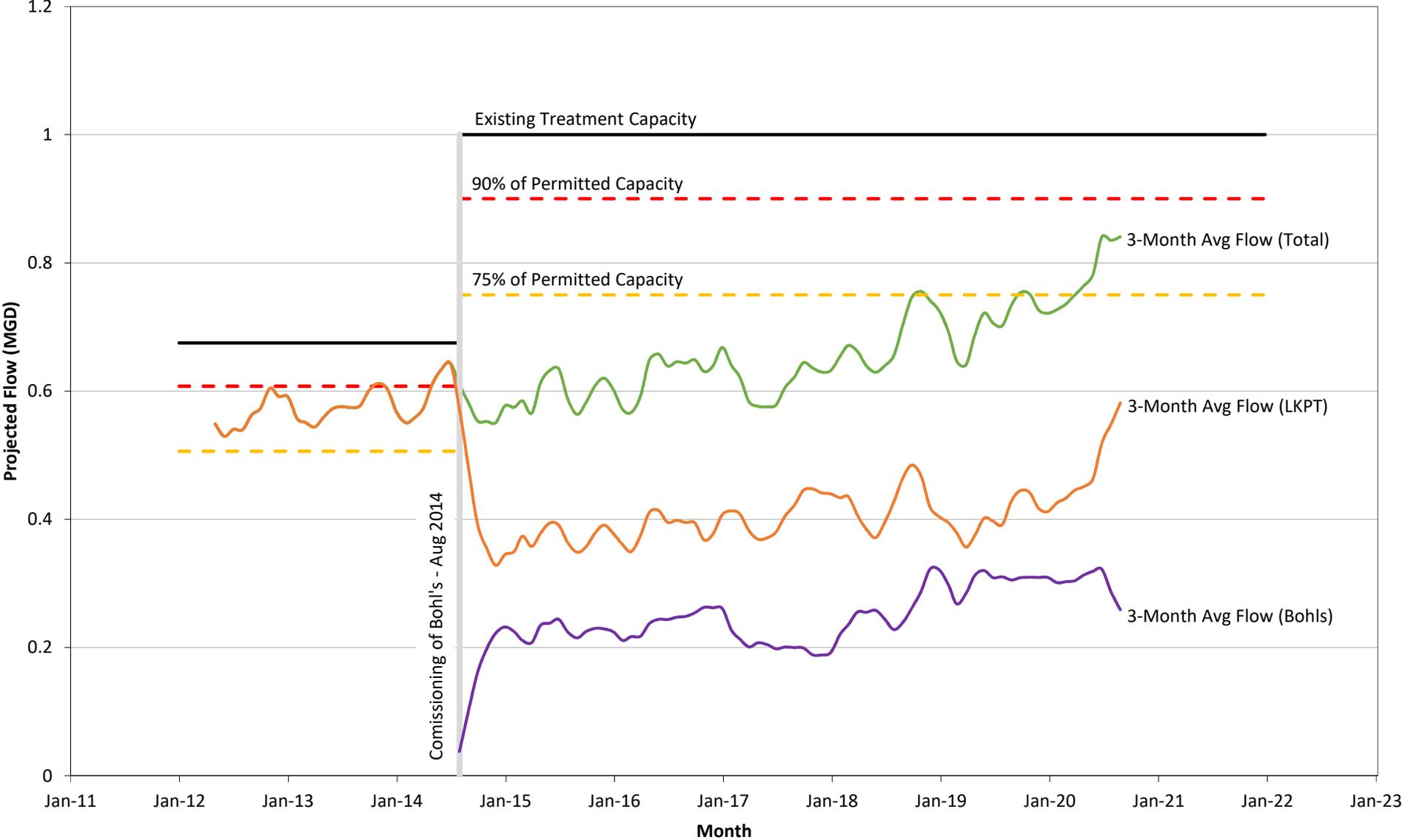
Lift Station 9 Rehabilitation

This project originated from a self-performed operations and maintenance project to replace some piping in the wet well at Lift Station 9. Damage and needs for repairs and replacement were much more extensive than originally thought and so a project was undertaken to package the rehabilitation into a construction project for bid. Notice of Award was sent to the selected Contractor, Austin Engineering Company, on September 28th, 2020. Contracts were signed by the Board on October 13th, 2020.

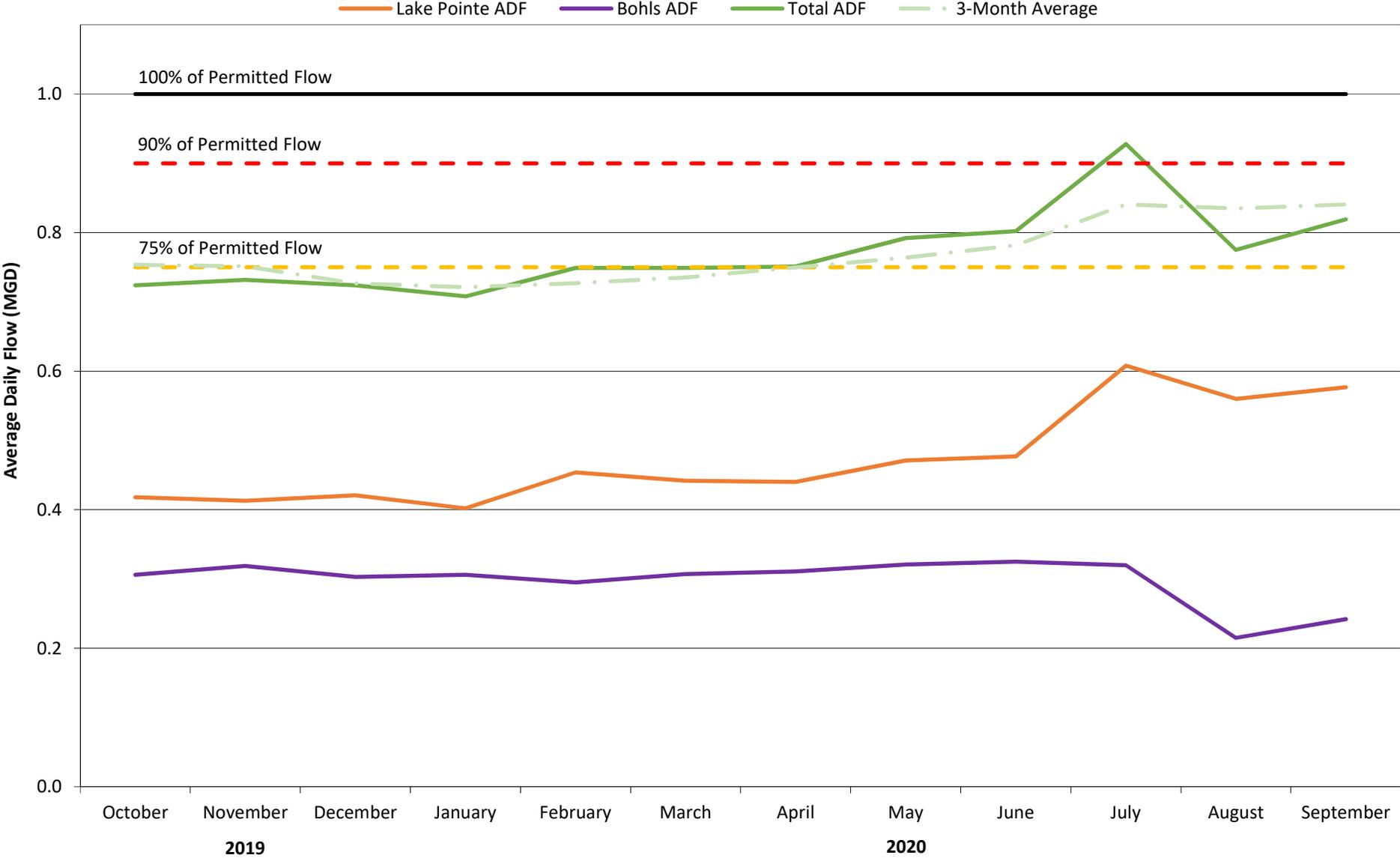
Lake Pointe Influent Lift Station Rehabilitation

Operations staff noted significant deterioration of the influent lift station lining, interior concrete surfaces, and internal piping. Damage and need for repairs was determined to be more extensive than could be addressed in house. A site visit has been completed with operations and maintenance as well as one with a liner system installer. Design is currently in development.

WTCPUA Total Wastewater Flow Projections

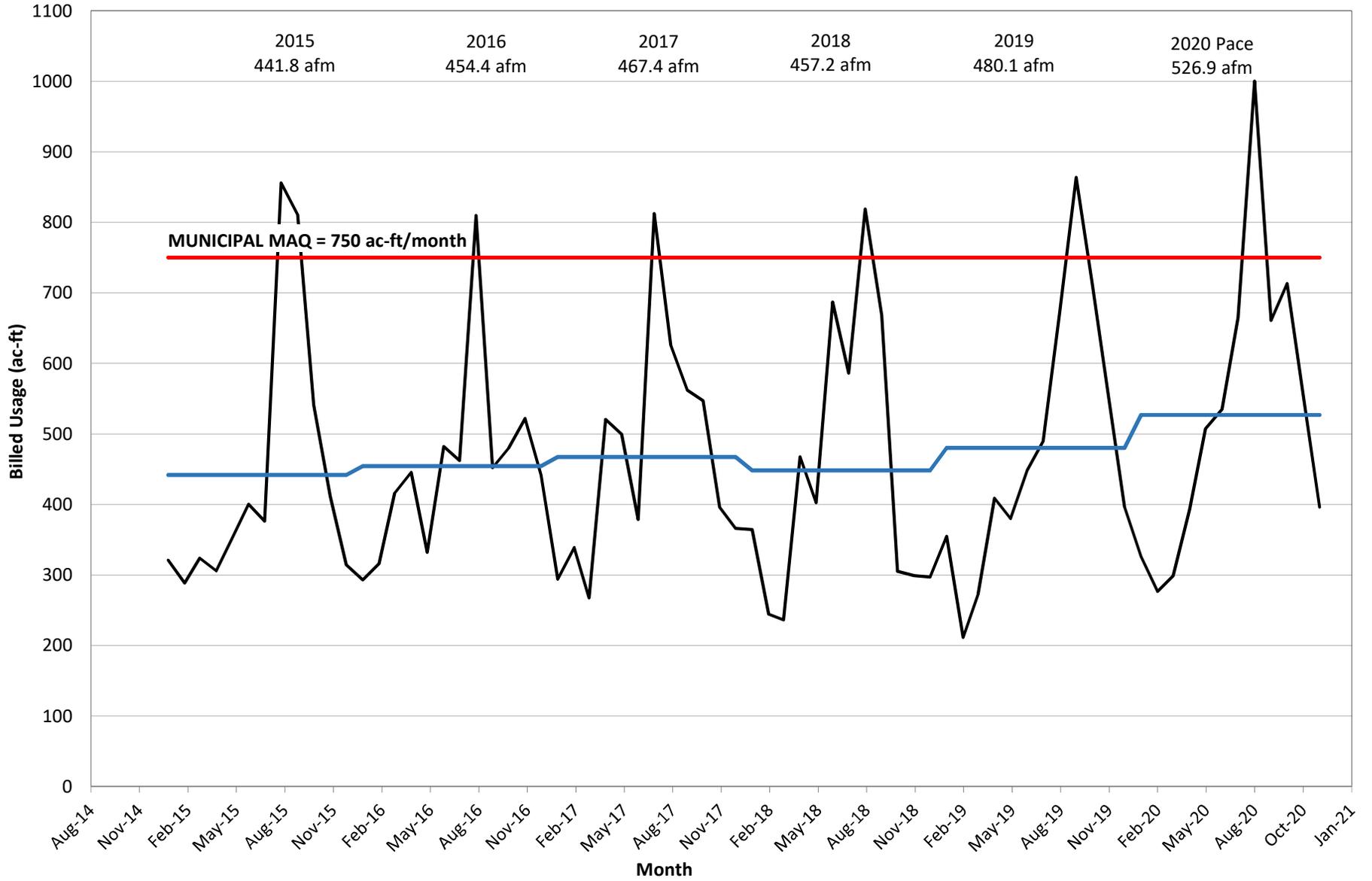


WTCPUA Wastewater System 12-Month Average Daily Flow

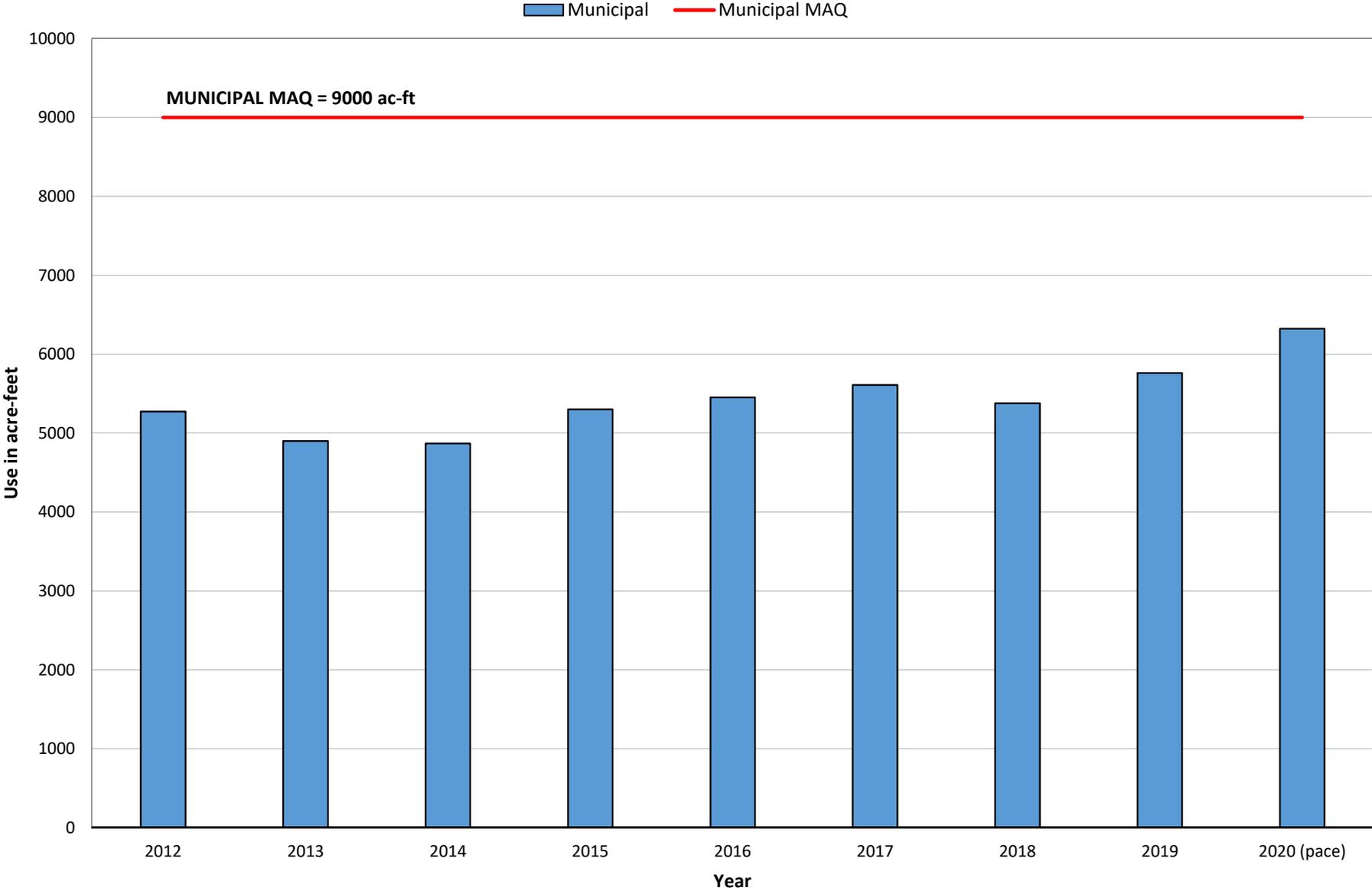


WTCPUA Municipal Raw Water Usage

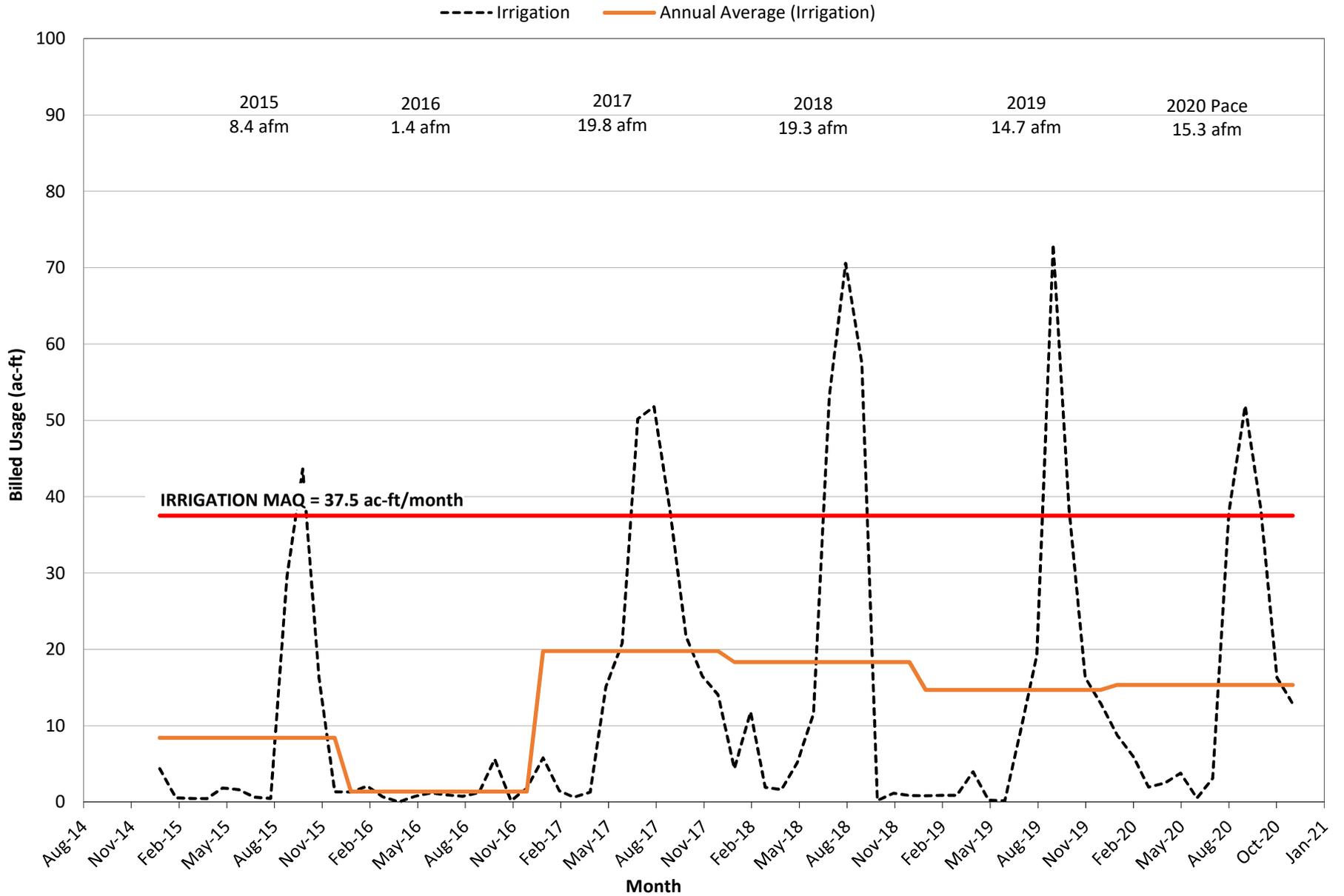
— Municipal — Annual Average (Municipal)



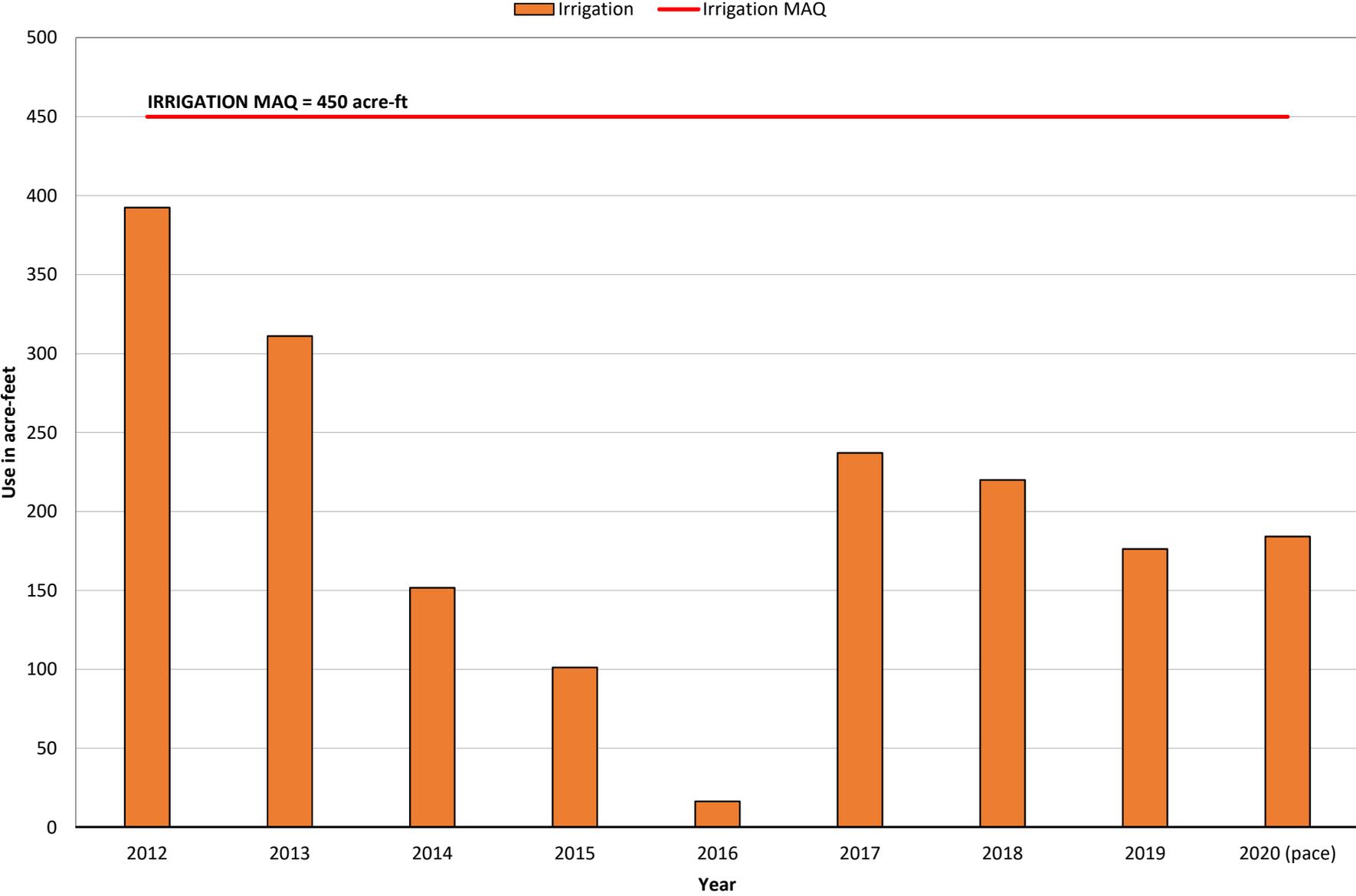
WTCPUA Annual Cumulative Municipal Raw Water Use



WTCPUA Irrigation Raw Water Usage

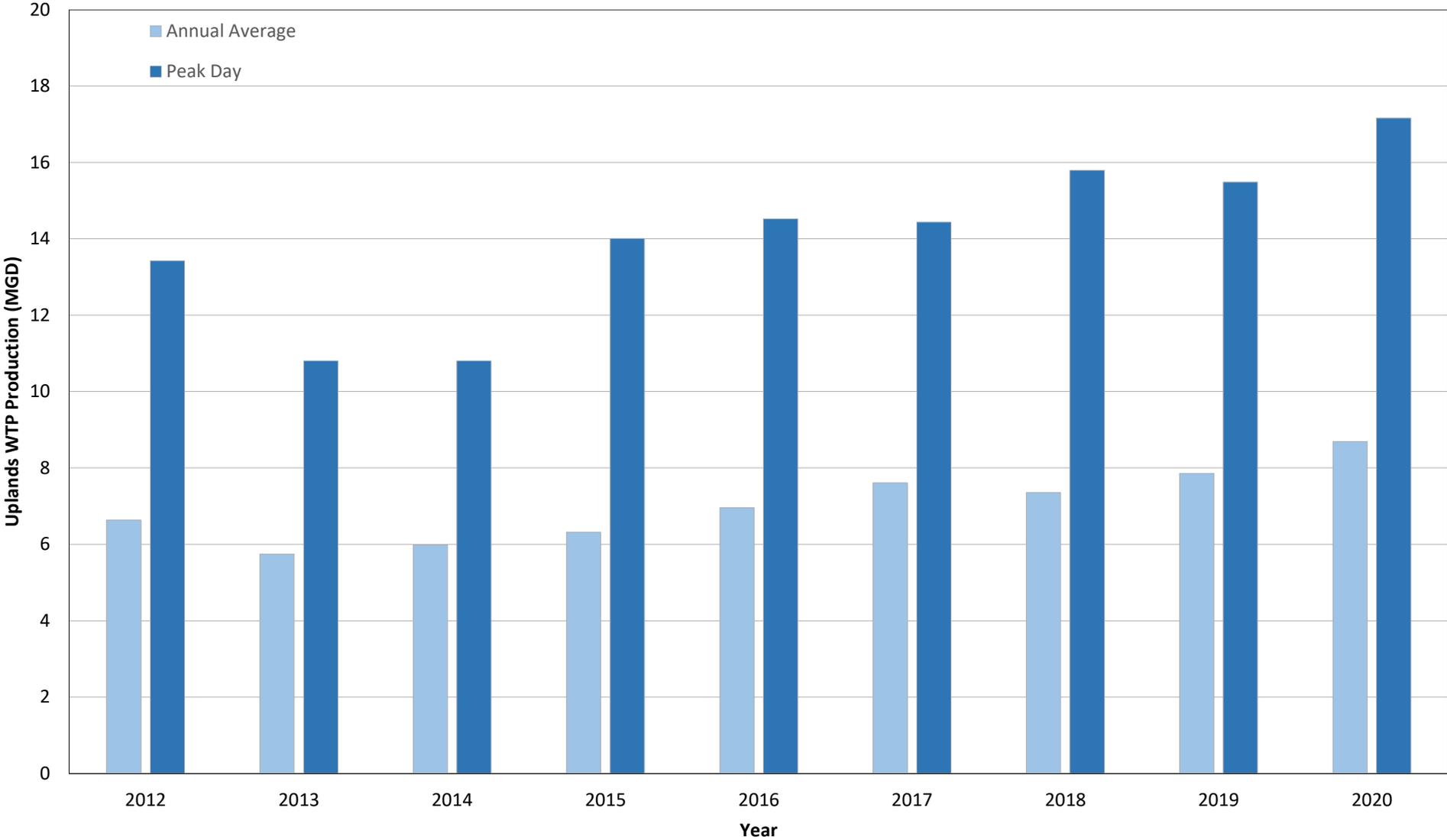


WTCPUA Annual Cumulative Irrigation Raw Water Use



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

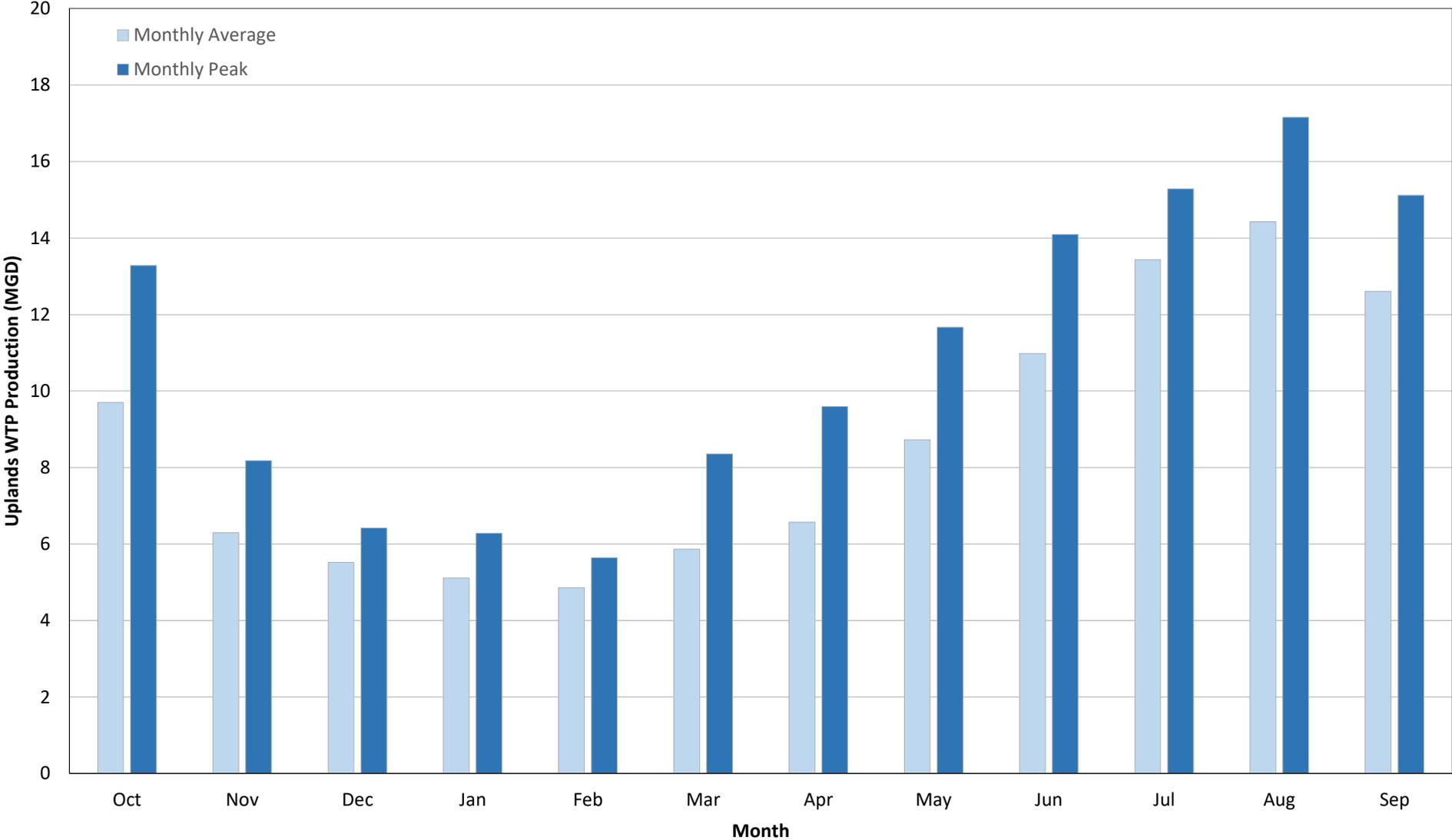
WTCPUA Uplands Water Treatment Plant Production Annual Production



* - 12-Month period March '12 - Feb '13

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 12-Month Production



PROJECTS SUMMARY TABLE

Project	Phase	Original Budget	Total Change Orders	Revised Budget*	Percent Complete (Phase)	Estimated Completion Date	
						Phase	Project
Water – System wide							
Aquifer Storage & Recovery	Preliminary	\$20,000	N/A	N/A	99%	Q1 2020	TBD
Raw Water Line No. 2	Construction	\$4,374,565	\$198,860	\$4,769,716	98%	Q3 2020	Q3 2020
RWL2 Chlorine Injection	Design	\$143,885	N/A	N/A	30%	Q4 2020	Q2 2021
Water Solids Management Plan	Analysis	\$57,000	N/A	N/A	95%	Q3 2020	TBD
Beneficial Water Recycling Project	Wastewater Permitting	\$475,000	N/A	N/A	100%	Q4 2019	Q1 2022
	Pilot Protocol				85%	Q3 2020	Q1 2022
Water Model Update and Calibration	Engineering	\$125,000	N/A	N/A	12%	Q2 2021	Q2 2021
Water – SH71 System							
1080 Transmission Main	Design & Easement Acquisition	\$607,120	N/A	N/A	15%	Q2 2021	Q2 2022
HPR PS Expansion	Construction	\$225,000	\$48,617	\$273,617	40%	Q4 2020	Q4 2020
HPR PS GST 2	Design & Permitting	\$187,688	N/A	N/A	55%	Q4 2020	Q3 2021
West Bee Cave PS Expansion	Design	\$82,200	N/A	N/A	85%	Q4 2020	Q3 2021
Water – US290 System							
1240 Transmission Main	Design & Permitting	\$236,740	N/A	N/A	60%	Q1 2021	Q1 2022
1340 PS	Design & Permitting	\$284,235	N/A	N/A	95%	Q4 2020	Q3 2021
1420 PS Expansion	Design	\$92,090	N/A	N/A	85%	Q4 2020	Q3 2021

SWPPS GST 1	Construction	\$1,559,900	N/A	N/A	15%	Q1 2021	Q1 2021
SWPPS GST 2	Permitting	\$145,480	N/A	N/A	50%	Q4 2020	Q2 2021
Wastewater							
Bohls WWTP Expansion	Permitting	\$481,000	N/A	\$481,000	90%	Q4 2020	Q4 2021
Wastewater Solids Management Master Plan	Preliminary Engineering	\$140,735	N/A	\$140,735	100%	Q3 2020	Q4 2021
Lake Pointe Influent Lift Station Rehabilitation	Design	\$42,640	N/A	\$42,640	5%	Q4 2020	Q2 2021

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



Southwest Parkway Pump Station GST 1 Foundation and Form Work



RWL 2 Restoration



RWL 2 Restoration



RWL 2 Restoration