

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

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

Notice is hereby given that the Board of Directors of the West Travis County Public Utility Agency (“WTCPUA”) will hold its regular meeting at 10:00 a.m. on Thursday, October 19, 2017 at City of Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas. The following matters will be considered and may be acted upon at the meeting.

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

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

I. CALL TO ORDER

II. ESTABLISH QUORUM

III. PUBLIC COMMENT

IV. CONSENT AGENDA (R. Pugh)

- A. Approve minutes of September 21, 2017 Board Meeting.**
- B. Approve payment of outstanding invoices and other related bookkeeping matters.**
- C. Approve Contractor Pay Requests including:
 - 1. Pay Application No. 3 for Bohl’s CCNG Gravity Effluent Line**
 - 2. Pay Application No. 4 & Final for Bohl’s CCNG Gravity Effluent Line**
 - 3. Pay Application No. 3 & Final for Crystal Mountain EST Service Area Control Valve****
- D. Approve Service Extension Requests (SERs) including location maps for:
 - 1. The Preserve at Oak Hill, 17 Water LUEs, 290 System.**
 - 2. 290 Sawyer Ranch DS LLC, 238 Water LUEs, 290 System.****

- E. Approve purchase of filter media for water treatment plant Unit 3 filter maintenance, Xylem Water Solutions USA, Inc., \$28,685.**
- F. Approve City of Austin fiscal posting for 1340 Transmission Main Segment A in the amount of \$35,277.76**

V. STAFF REPORTS

- A. General Manager’s Report (R. Pugh).**
- B. Controller’s Report (J. Smith).**
- C. Engineer’s Report (D. Lozano)**
 - 1. Capital Improvements Plan Update.**
- D. Operations Report (T. Cantu).**

VI. OLD BUSINESS

- A. Discuss, consider and take action regarding pending and/or anticipated litigation, including:**
 - 1. Cause No. D-1-GN-16-000538; *Travis County Municipal Utility District No. 12 vs. Public Utility Commission of Texas* in the 250th District Court of Travis County, Texas (D. Klein).
 - 2. *Travis County Municipal Utility District No. 12 v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-16-002274* (D. Klein).
 - 3. *William R. Holms v. West Travis County Public Utility Agency; in Travis County Court of Law #2; C-1-CV-17-003601* (S. Albright).

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

- B. Discuss, consider and take action on PUA Certificate of Convenience and Necessity (CCN), including (S. Roberts/D. Klein):**
 - 1. Boundary definition.**
 - 2. Constraints on ability of PUA to sell water, if any.**
 - 3. Bond Counsel concerns.**
- C. Discuss, consider and take action on Memo of Understanding between Municipal Utility District No. 5 and WTCPUA regarding granting of easements for Second Raw Water Line pursuant to the Participant Agreement (S. Roberts/S. Albright).**

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

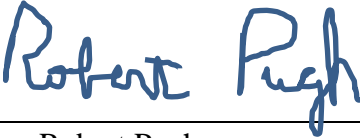
D. Discuss, consider and take action on Separation Agreement with Curtis Wilson (S Albright).

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

E. Discuss, consider and take action on Dripping Springs Water Supply Corporation (DSWSC) 1.5 MGD Service Extension Request (SER) and Service Availability (SA) Letter (290 System) (S. Roberts).

VII. ADJOURNMENT

Dated: October 13, 2017



Robert Pugh
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 Robert Pugh, General Manager at (512) 263-0100 for information.

IV. CONSENT AGENDA

ITEM A

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

September 21, 2017

Present:

Scott Roberts, President
Fred Goff, Vice President
Ray Whisenant, Secretary
Bill Goodwin, Assistant Secretary
Don Walden, Assistant Secretary

Staff and Consultants:

Robert Pugh, General Manager
Jennifer Riechers, Program Manager
Jennifer Smith, Agency Controller
Keli Kirkley, Agency Accountant
Stefanie Albright, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
Dennis Lozano (Murfee Engineering Company, Inc.), Agency Engineer

I. CALL TO ORDER

Director Roberts called the meeting to order at 10:00 a.m.

II. ESTABLISH QUORUM

A quorum was established. Also present were the above-referenced staff and consultants.

III. PUBLIC COMMENT

Joe DiQuinzio addressed the Board as the General Manager for the municipal utility districts in Rough Hollow, and stated that he was here to endorse a proposed term sheet to settle the lawsuit with the PUA. He stated that this is a mutually beneficial agreement, and voiced thanks to Director Walden and PUA staff for the work on the issue.

IV. CONSENT AGENDA

The Board pulled items D, E, and G for discussion.

A. Approve minutes of August 17, 2017 Board Meeting.

- B. **Approve payment of outstanding invoices and other related bookkeeping matters.**
- C. **Approve Contractor Pay Requests including:**
 - 1. **Pay Application Final to Austin Engineering Co., Inc. for Spillman Liner Project (\$57,964.61).**

MOTION: A motion was made by Director Goodwin and seconded by Director Walden to approve Consent Agenda Items A-C and F, provided as **Exhibits A-D**.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff, and Walden
Voting Nay: None
Absent: None

- D. **Approve Service Extension Requests (SERs), including location maps for:**
 - 1. **Dripping Springs Water Supply Corporation (DSWSC), 1.5 MG, (290 System).**

Director Goodwin stated that the existing commitment and current SER is based on a peak flow. Director Goodwin stated that the DSWSC is over-committed, and Mr. Pugh confirmed this statement. Mr. Pugh confirmed that for the short term this new capacity allocation will address commitments.

The Board confirmed that at the time of execution and until the meter is set, reservation fees will be collected. Discussion ensued about reservation fees and wholesale rate structure and the capture of costs to reserve capacity.

MOTION: A motion was made by Director Goodwin and seconded by Director Walden to approve the DSWSC service extension request, provided as **Exhibit E**.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff, and Walden
Voting Nay: None
Absent: None

- E. **Approve Developer Reimbursements to:**
 - 1. **Glen Rose Development Corporation, \$15,257.**
 - 2. **Steven W. Gurasich, Jr. (Formerly Southwest Travis County, Ltd.), \$231,760.**

Director Walden abstained from the deliberation and vote due to disclosed conflicts.

MOTION: A motion was made by Director Roberts and seconded by Director Goodwin to approve the developer reimbursements to Glen Rose Development Corporation in the amount of \$15,257 and to Steven W. Gurasich, Jr. in the amount of \$231,760, as detailed in **Exhibit F**.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, and Goff
Voting Nay: None
Absent: None
Abstain: Director Walden

F. Approve Agreement with Vintage IT Services (\$3157/month).

Approved per motion referenced above.

G. Approve CP and Y design services proposals for:

- 1. Water Treatment Plant rehabilitation project (\$195,060).**
- 2. Lakepointe manhole rehabilitation project (\$66,100).**

Director Goodwin asked whether the manhole rehabilitation would include liner, to which Mr. Pugh stated that the structure and condition of the manholes needed to be reviewed to determine what work will be required.

MOTION: A motion was made by Director Roberts and seconded by Director Goodwin to approve the CP and Y design services proposal, provided as **Exhibit G**.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff, and Walden
Voting Nay: None
Absent: None

V. STAFF REPORTS

A. General Manager's Report.

Mr. Pugh presented this item, provided as **Exhibit H**.

Director Goodwin stated that there are two new employees, Judith Coker (Senior Project Engineer) and Pierce Powers (Project Engineer) and the Board welcomed them to the PUA.

Director Goodwin asked about the meeting regarding Provence with Halff & Associates. Mr. Pugh stated the inspection is still being discussed. He asked for an update regarding the meeting with

City of Dripping Springs, and Mr. Pugh stated that the City wanted to discuss the wholesale agreement and future development, as well as updating the wholesale agreement itself in the future.

Mr. Pugh stated that annual staff reviews had been completed, and a TCEQ inspection on the water system went well with no violations and only one comment.

B. Controller's Report.

Ms. Smith presented this report, provided as Exhibit I, and stated that the PUA is in a positive financial position.

C. Engineer's Report

- 1. Capital Improvements Plan Update.**
- 2. Breakout of LUE commitments to 71 and 290 systems.**

Mr. Lozano addressed this item, provided as Exhibit J. Director Walden addressed the 943 LUE commitments referenced regarding Lake Pointe in the CIP, and asked whether the PUA should show the commitment is fulfilled for this subdivision as well as other similarly built-out projects. Mr. Lozano stated that he is looking to the Board for input on the projections. Director Goodwin confirmed that the service commitments listed in the planning documents are rough. Director Roberts confirmed that there will be capacity released to the system if the TCMUD 12 settlement was entered into. Mr. Lozano stated that in the PUA System there are some commitments that are specific and tied to lots, but there is a range in between of commitments that are not as concrete.

Director Goodwin asked if the CIP involves the demographic study, to which Mr. Lozano stated that it does not. In response to a question from Director Goodwin, Mr. Lozano stated that including the demography study would only take into account the land use assumptions, but not the actual commitments. He stated that the demographic study is a piece of the puzzle to anticipate demand in areas without commitments. Discussion ensued regarding the peak day calculation and actual usage, and Mr. Lozano confirmed that there are a lot of variations in the system, but the number utilized in the CIP is based on actual usage. He stated that 60-70% of the peak usage is related to irrigation.

Director Roberts asked if there was a way to ensure landscaping and lawns are installed correctly to address the peak usage and storage demands. Director Roberts stated that the MOU has certain lawn requirements and wanted to address the ability to enforce these provisions. Mr. Pugh stated that staff would have to review information and follow up with the Board on this issue.

D. Operations Report

- 1. Lakepointe WWTP total and odor control hard/soft costs.**

Mr. Cantu presented this item, provided as Exhibit K. He stated that there had been previous discussions regarding costs in operating the Lake Pointe wastewater treatment plant, and this information is included in the report. He detailed the chemical and facilities costs identified as

“hard costs” and the “soft costs” of personnel and engineering fees. He stated that staff can look into and itemize these costs as needed.

VI. OLD BUSINESS

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

1. Cause No. D-1-GN-16-000538; *Travis County Municipal Utility District No. 12 vs. Public Utility Commission of Texas in the 250th District Court of Travis County, Texas.*
2. *Travis County Municipal Utility District No. 12 v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis.*
3. *William R. Holms v. West Travis County Public Utility Agency; in Travis County Court of Law #2; C-1-CV-17-003601.*

This item was discussed in executive session.

MOTION: A motion was made by Director Walden and seconded by Director Roberts to approve the MUD 12 term sheet as presented to the Board in Executive Session.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff, and Walden
Voting Nay: None
Absent: None

B. Discuss, consider and take action on PUA Certificate of Convenience and Necessity (CCN), including:

1. Boundary definition.
2. Constraints on ability of PUA to sell water, if any.
3. Bond Counsel concerns.

This item was postponed until the October Board meeting.

C. Discuss, consider and take action on Investment Policy including

1. Proposal for investment services by Sterling Capital Management, LLC and BB&T.

Ms. Smith presented on this item and stated that Sterling Capital Management representatives were in attendance should the Board have any questions.

Ms. Smith first presented the Investment Policy, provided as Exhibit L, and stated that the changes had been discussed with the PUA's financial advisor to confirm that there would be no impact on bonds. Director Goodwin stated that there were other correctional changes in addition to the addition of corporate bonds as authorized investments. Director Goodwin asked that in the future, additions to documents be included in the packet as redlined documents.

Discussion next ensued regarding the proposal from Sterling Capital Management. Director Goodwin stated that entering into an agreement with Sterling investments could involve some risk in the proposed investments, to which Ms. Smith stated that any investment, including CDs, have some level of risk.

Director Whisenant confirmed with Ms. Smith that the proposed investments proposed by Sterling Capital were liquid, to which Ms. Smith stated that cash flow requirements would be considered when making investments. Director Goodwin asked if Hays County invests in corporate bonds, to which Director Whisenant stated no, and Director Goodwin stated that the City of Bee Cave does not either. Director Goodwin clarified that these investment decisions are heavy Board considerations, and the questions are not to be considered a criticism of the Controller.

Ms. Smith stated that the fees with Sterling Capital are higher, but the return is also expected to be higher, and she believes the service from Sterling Capital will be beneficial. Director Goodwin confirmed that the average portfolio is \$50 million, and the fee is \$10,000 per year. Ms. Smith stated that the higher yield is worth the higher fee as compared to TexPool, and Director Goodwin stated that there is also some risk. Ms. Smith stated that the proposal from Sterling Capital at this time is only governmental investments, and corporate bonds are not currently included because the Board has not approved their inclusion.

Director Goodwin addressed the investment policy, and asked if the rating scale in item 1.e is the same as Item 9. Ms. Smith stated that this language is straight out of the Public Funds Investment Act.

MOTION: A motion was made by Director Walden and seconded by Director Whisenant to approve the Investment Policy, provided as Exhibit M.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff, and Walden
Voting Nay: None
Absent: None

MOTION: A motion was made by Director Roberts and seconded by Director Goff to approve custody of services by BB&T and Sterling Capital Management, LLC.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff, and Walden

Voting Nay: None
Absent: None

VII. NEW BUSINESS

- A. **Discuss, consider and take action regarding determination of water treatment plant allocation and capital improvements projects (CIP) within the Highway 290 and Highway 71 Systems, including:**
- 1. Developing policies and procedures to seek guidance from the Participating Entities regarding service priorities;**
 - 2. Establishing committees of the Board for the Highway 290 and Highway 71 Systems to facilitate development of service allocation recommendations.**

Director Roberts stated that he would like to allocate capacity equally between the Highway 71 and Highway 290 systems, and then designate a permanent committee to work with the participating entities to determine where the capacity should be allocated within the existing system. He stated that the committee could also look at commitments, CIP projects, SERs, and other capacity-related issues for each system and be the liaison between the participating entities and the PUA. He stated this will assist with political concerns, and allow the Board to focus on providing water reliably at the best rate possible. He stated that this proposal will provide a better way to plan for the system, and provide more direct contact with the participating entities on capacity issues.

Director Goodwin stated that initially he thought this was a great idea to involve the participating entities to assist with the allocation and the political issues involved. However, as he thought more about it he had concerns that this would turn one utility into two, and would not make the allocation easier. He stated that this division couldn't be supported, and that the alternative would be to make certain participating entities wholesale customers or eventually divide the utility. He stated that it would be difficult to get effective advice on capacity allocation from the member entities, and he couldn't support this measure.

Director Whisenant stated that the ultimate ability to serve in the manner put out by the original mission statement means that it is incumbent for the participating entities to work to the best end for the system. He stated that he would support this measure, as this would allow the participating entities to work towards equitability, and if there is a participating entity not wanting to participate, this is an issue. Director Whisenant conferred that the basic issue of water capacity and areas that could be serviced equitably among the participants is a basic responsibility of the Agency. Director Goodwin stated that his point is that this is a responsibility of the Agency itself.

Director Goodwin said there is nothing to prevent him from seeking guidance from the Bee Cave Council relating to the PUA, and he and Director Walden have done so in the past. However, he was concerned that there would not be effective feedback in weighing in on ongoing capacity issues.

Director Roberts stated that there are a lot of planning abilities that the PUA does not have, and he supported getting input and planning recommendations from those entities that do have such abilities. Director Goodwin stated his concern that there has never been a MUD 5 Board member at a meeting, and that MUD 5 in appointing a Board member did not confer with the PUA or other entities. He further stated that MUD 5 had asked for compensation for an easement in conflict with the Participant Agreement.

Director Roberts stated that he had conferred with MUD 5 to discuss future collaboration and he believed the waterline easement issue is resolved by the MOU. Director Roberts stated that a committee could help in fostering additional participation by the participating entities.

Director Roberts stated that knowing the finite amounts going to areas in each system will assist with sizing and planning of the system. Director Goodwin stated that he disagrees that there are two systems. Director Goodwin stated that the Bee Cave City Council has a quarterly item to get an update from the PUA, and MUD 5 has not asked for this level of input and participation.

Randy Wilburn addressed the Board on behalf of WTCMUD 5, and stated that there is a standing agenda item on every MUD 5 Board meeting, but the appointee had not consistently attended the meetings. Mr. Wilburn stated that MUD 5 is very appreciative of the PUA's efforts on the waterline easement and that MUD 5 is interested in moving forward with communication.

Director Goff stated that he told the MUD 5 President prior to appointment that he has a long-term obligation on the MUD 5 meeting night and could not attend the Board meetings. However, he had made himself available at other times, and had in fact met with MUD 5 members outside of the meeting.

MOTION: A motion was made by Director Roberts and seconded by Director Whisenant to allocate water treatment plant and capital improvements projects (CIP) within the Highway 290 and Highway 71 Systems, including establishing committees of the Board for the Highway 290 and Highway 71 Systems to facilitate development of service allocation recommendations.

The vote was taken with the following result:

Voting Aye: Directors Roberts and Whisenant
Voting Nay: Directors Walden and Goodwin
Absent: None
Abstain: Director Goff

The vote failed.

B. Discuss, consider and take action regarding review of current and future CIP projects to determine impacts relating to cost, impact fees, rates, and bonded indebtedness.

Director Roberts stated that he had asked for this and thought the information would be useful in evaluating CIP projects.

MOTION: A motion was made by Director Roberts and seconded by Director Walden to instruct staff to create a policy to include cost, impact fees, rates, and bonded indebtedness impacts relating to each project in the CIP, and include this information and to get feedback from engineering staff and consultants regarding the cost and work associated with this information.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff, and Walden
Voting Nay: None
Absent: None

Discussion ensued regarding the CIP, and Mr. Pugh stated that this may be information that could be determined from the existing data. Mr. Lozano stated that the impact fee study may not have all of this information.

C. Discuss, consider and take action on Memo of Understanding between Municipal Utility District No. 5 and WTCPUA regarding granting of easements for Second Raw Water Line pursuant to the Participant Agreement.

Ms. Albright presented this item, provided as Exhibit N, stating that this MOU was prepared following a conference call at the end of the previous week and MUD 5 had not yet approved the language. Director Roberts stated that he would like to move forward with approval.

MOTION: A motion was made by Director Goodwin and seconded by Director Roberts to approve the Memo of Understanding as presented, provided as Exhibit N.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff, and Walden
Voting Nay: None
Absent: None

Director Goodwin stated that Directors Roberts and Goff met with representatives at a meeting to discuss the impacts of the construction of the raw waterline to Lake Pointe. One of the conditions proposed was MUD 5 and the PUA being co-permittees in the USFWS permit, but Mr. Lozano was concerned that there could be a delay in the projects if this was pursued. Mr. Lozano stated that the concern from MUD 5 relating to permitting was based on concerns from the original 10(a) permit, but the PUA's permit doesn't have any ongoing management components that would result in similar concerns.

In response to a question from Director Walden, Mr. Lozano stated that this process with USFWS began in 2014. Director Walden stated that there have been regular updates on this issue that MUD 5 could have requested in the past.

D. Discuss, consider and take action on CIP easements including

1. Raw Water Line No. 2 Easement Status.

Mr. Lozano stated that there has been a positive response from LTISD regarding the placement of Raw Waterline No. 2.

2. 1340 Transmission Main Easements Status.

Mr. Lozano asked that the 1340 transmission main discussion be taken into executive session. He stated that he would like direction as to the agreement for the easement. Director Roberts stated that he would prefer to delegate the negotiation of the easement agreement to the General Manager, in consultation with staff and consultants, as well as final execution, unless a Board member had objections.

MOTION: A motion was made by Director Roberts and seconded by Director Whisenant to instruct the General Manager, legal and engineering staff to prepare an agreement relating to the 1340 transmission main easement, and authorize the General Manager to execute the necessary documents.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff, and Walden
Voting Nay: None
Absent: None

E. Discuss, consider and take action on FY 18 Budget.

Ms. Smith presented the budget, provided as Exhibit O. She stated that there were no changes in the draft presented at the August meeting. Ms. Smith went through the budget with the Board.

MOTION: A motion was made by Director Roberts and seconded by Director Goodwin to approve the budget for FY 18, provided as Exhibit O.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff, and Walden
Voting Nay: None
Absent: None

Director Goodwin asked about the \$600,000 “Other Expenses” to which Ms. Smith stated was primarily capital outlay such as vehicles, meters, etc. Mr. Pugh asked if the increased investment revenue estimates are included, to which Ms. Smith stated that they are included.

Director Walden identified the raw water transmission items, and Ms. Smith confirmed that these are for the current fiscal year.

F. Discuss, consider and take action on Cost Reimbursement Agreement with ERG Belterra, LTD for repairs to damage of WTCPUA 20” US 290 Transmission Main, and relocation of said Main.

Mr. Pugh presented this item and provided background regarding the line that was struck during construction, and efforts undertaken to address and mitigate the damage. He thanked Mr. Campbell with Endeavor and stated that the developer was cooperative in addressing the issues relating to the line damage that lead to the agreement.

MOTION: A motion was made by Director Roberts and seconded by Director Goodwin to approve the Cost Reimbursement Agreement with ERG Belterra, provided as Exhibit P.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff, and Walden
Voting Nay: None
Absent: None

G. Approve Murfee Engineering design and inspection services proposal for:

- 1. Relocation of U.S. 290 Water Main, \$15,000 time and materials for defined scope of services, not to exceed, ERG Belterra LTD project, to be reimbursed by ERG Belterra LTD.**

Mr. Lozano presented this item, relating to a relocation of a line following the contractor hitting the line twice in conjunction with development. This is a proposal, presented as Exhibit Q, to allow the PUA to complete the work and provide relocation and inspection services to be reimbursed by the developer.

MOTION: A motion was made by Director Roberts and seconded by Director Walden to approve the Murfee Engineering design and inspection services proposal for the Relocation of U.S.290 water main, provided as Exhibit Q.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff, and Walden
Voting Nay: None
Absent: None

Director Whisenant stated that he was at the PUA for this meeting and felt that all the parties worked very professionally together to resolve this issue to the benefit of the PUA.

H. Discuss, consider and take action on existing and past PUA staff performance reviews, wages, salaries, terminations, separation agreements, and related matters.

MOTION: A motion was made by Director Roberts and seconded by Director Walden to approve the salary adjustments as recommended in executive session.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Whisenant, Goodwin, Goff, and Walden
Voting Nay: None
Absent: None

Director Roberts announced that the Board would go into executive session at 11:47 a.m. pursuant to Texas Government Code § 551.017 – consultation with Attorney to address Items VI.A and VII.H; and pursuant to Texas Government Code § 551.074 – personnel matters, to address Item VII.H.

Director Roberts announced that the Board would go back into open session at 1:30 p.m. and that no action was taken in executive session.

VIII. ADJOURNMENT

MOTION: A motion was made by Director Whisenant to adjourn. The motion was seconded by Director Roberts.

The vote was taken with the following result:

Voting Aye: Directors Robert, Whisenant, Goodwin, Goff and Walden
Voting Nay: None
Absent: None

The meeting adjourned at 1:30 p.m.

PASSED AND APPROVED this ____ day of October 2017.

Scott Roberts, President
Board of Directors

ATTEST:

Ray Whisenant, Secretary/Treasurer
Board of Directors

DRAFT

ITEM B

West Travis County PUA - GOF
Cash Flow -Checking Account

As of October 19, 2017

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
11110 · Cash in Bank			
1984	Lloyd Gosselink Rochelle & Townsend, P.C.	Legal Fees	-31,756.70
Total 11110 · Cash in Bank			-31,756.70
TOTAL			-31,756.70

West Travis County PUA- GOF
Cash Flow Report- Manager's Account
As of September 30, 2017

Number	Name	Amount
19790656	360 ICT, LLC	\$ (125.00)
19776384	Aerotek Environmental	\$ (1,536.40)
19788390	City of Austin 39852 19450	\$ (221.45)
19773209	City of Austin 54002 73163	\$ (135.57)
19771167	Environmental Improvements, Inc.	\$ (3,527.93)
19787353	Grainger	\$ (504.64)
19771491	Grainger	\$ (614.32)
19800366	Hamilton Electric Works, Inc.	\$ (16,667.75)
19787668	HydroPro Solutions, LLC	\$ (1,328.58)
19797537	Murfee Engineering Company Inc.	\$ (14,738.75)
19813137	Pedernales Elec Coop, Inc.	\$ (14,188.00)
19781323	Ready Fresh	\$ (159.80)
19782943	The HT Group	\$ (2,594.00)
19788924	The HT Group	\$ (2,594.00)
19786629	Time Warner Cable	\$ (781.07)
19797533	TML MultiState Intergovernmental EBP	\$ (26,552.30)
19775250	United Site Services of Texas, Inc.	\$ (84.68)
19785400	USABlueBook	\$ (573.43)
19807965	Kimco Services Inc	\$ (1,126.00)
19848713	AVR Inc.	\$ (105.78)
19841098	Brenntag Southwest Inc.	\$ (1,330.10)
19872716	Aerotek Environmental	\$ (1,229.12)
19903124	Aqua-Tech Laboratories, Inc	\$ (5,180.35)
19862810	Bill Bailey's Signs Corp.	\$ (185.00)
19876888	Brenntag Southwest Inc.	\$ (4,229.06)
19903411	HD Supply Waterworks Ltd	\$ (2,946.28)
19885312	Stratus Building Solutions	\$ (175.00)
15214	City of Austin 44118 09855	\$ (19,987.80)
20183370	ACT Pipe & Supply	\$ (4,565.02)
20195453	Aqua-Aerobic Systems, Inc.	\$ (2,157.01)
20191737	ARC	\$ (302.10)
20194414	AT&T	\$ (4,016.40)
20183630	AT&T Mobility-CC	\$ (911.57)
20227397	AVR Inc.	\$ (10,022.46)
20197534	Brenntag Southwest Inc.	\$ (4,802.86)
20186899	Burton Accounting, PLLC	\$ (320.00)
20196796	Calabria Investments L.P.	\$ (4,833.40)
20210988	Caldwell Country Chevrolet	\$ (23,690.00)
20199097	Capitol Courier	\$ (70.74)
20200589	Champion Power Products, Inc	\$ (926.67)
20192527	Core & Main LP	\$ (1,844.64)
20215914	David Weekly Homes, LLC	\$ (26,485.20)
20190348	Department of Information Resources	\$ (167.78)
20185845	Environmental Improvements, Inc.	\$ (275.00)

West Travis County PUA- GOF
Cash Flow Report- Manager's Account
As of September 30, 2017

20217577	Fluid Meter Service, Corp	\$	(6,250.00)
20200899	Grainger	\$	(268.34)
20192779	Guardian Industrial Supply LLC	\$	(796.16)
20186826	Hamilton Electric Works, Inc.	\$	(26.56)
20225607	Hays County MUD No 4	\$	(7,898.16)
20180603	Hill Country Indoor	\$	(1,500.00)
20179565	Holt Cat	\$	(3,385.94)
20225637	HydroPro Solutions, LLC	\$	(18,084.25)
20193071	Ice Works	\$	(137.50)
20219898	Jones Heating and Air Conditioning	\$	(10,075.00)
20187954	Kimco Services Inc	\$	(750.00)
20196349	Koetter Fire Protection	\$	(4,145.00)
20226300	Lower Colorado River Authority	\$	(6,472.74)
20231646	Lower Colorado River Authority	\$	(99,772.87)
20191394	Marcelo's Sand & Loam	\$	(635.33)
20194149	Municipal Accounts & Consulting, LP	\$	(1,084.96)
20214502	MunicipalH2O.com	\$	(6,000.00)
20182062	Nelisa Heddin Consulting, LLC	\$	(919.60)
20198006	Neltronics	\$	(1,600.00)
20211371	Pedernales Elec Coop, Inc.	\$	(20,991.16)
20216153	Precision Calibrate Meter Services	\$	(9,894.75)
20187232	Rain For Rent	\$	(1,278.90)
20188376	Rent Equip, LLC	\$	(209.50)
20186553	Republic Services Inc.	\$	(618.39)
20210043	Smith Pump Company, Inc.	\$	(130,578.00)
20190505	Techline Pipe, LP	\$	(33.15)
20199434	Texas Community Propane, Ltd	\$	(15.78)
20196261	Texas Excavation Safety System, Inc.	\$	(475.00)
20225465	The HT Group	\$	(7,810.57)
20189980	The Print Shoppe	\$	(94.00)
20192467	The Scruggs Company	\$	(934.96)
20181428	Time Warner 39409	\$	(102.36)
20187134	Time Warner 48749	\$	(419.58)
20198019	Time Warner 70172	\$	(239.99)
20212259	Travis County MUD No 16	\$	(67,478.88)
20180864	United Site Services of Texas, Inc.	\$	(84.68)
20185889	USABlueBook	\$	(2,024.30)
20213857	Wastewater Transport Services, LLC	\$	(81,848.75)
20187539	William Graves	\$	(419.50)
20245330	Precision Calibrate Meter Services	\$	(6,158.00)
20256098	ACT Pipe & Supply	\$	(140.00)
20242475	Rent Equip, LLC	\$	(35.00)
20249653	Techline Pipe, LP	\$	(4,425.33)
20282278	USIC Locating Services, LLC	\$	(2,896.00)
Grand Total		\$	(717,821.95)

West Travis County PUA - GOF

Cash Flow -Payroll Account

As of September 30, 2017

Num	Name	Memo	Amount
11117 · Payroll			
PAYROLL	Employee Payroll	Payroll -8/21/2017-9/3/2017	-59,528.44
ACH	ExpertPay	Expert Pay- Child Support	-207.64
ACH	Security Benefits	457 Employee Contribution	-1,500.47
ACH	Child Support Systems	Child Support Remittance	-500.76
PAYROLL	United States Treasury	Payroll Liability Payment- 8/21/2017-9/3/2017	-20,321.20
ACH	Texas County DRS	TCDRS Payment-August	-27,742.48
PAYROLL	Employee Payroll	Payroll -9/4/2017-9/17/2017	-54,607.87
ACH	ExpertPay	Expert Pay- Child Support	-207.64
ACH	Security Benefits	457 Employee Contribution	-1,158.81
PAYROLL	United States Treasury	Payroll Liability Payment- 9/4/2017-9/17/2017	-20,247.72
ACH	Child Support Systems	Child Support Remittance	-500.76
PAYROLL	Texas Workforce Commission	Texas SUI Payment-2017 2nd Quarter	-20.17
PAYROLL	Texas Workforce Commission	Texas SUI Paymentt-2017 3rd Quarter	-31.04
Total 11117 · Payroll			-186,575.00
TOTAL			-186,575.00

West Travis County PUA - CPF
Cash Flow Report-Checking Account
As of October 19, 2017

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
21200 · Cash in Bank			
1267	G. Creek, Inc	Crystal Mountain EST Service Area Control Valve- Pay App 3 & Final	-4,513.85
Total 21200 · Cash in Bank			-4,513.85
TOTAL			<u>-4,513.85</u>

West Travis County PUA - Facilities
Cash Flow Report- Checking
As of October 19, 2017

<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
41100 · Cash in Bank			
1223	Austin Engineering Co., Inc.	Bohl's- CCNG Gravity Effluent Line- Pay App 3	-724.67
1224	Austin Engineering Co., Inc.	Bohl's- CCNG Gravity Effluent Line- Pay App 4 & Final	-5,676.88
Total 41100 · Cash in Bank			-6,401.55
TOTAL			-6,401.55

West Travis County Public Utility Agency Public Utility Agency
Quarterly Investment Report
Period Ending June 30, 2017



BOARD OF DIRECTORS
West Travis County
Public Utility Agency

Attached is the Quarterly Investment Report for the
Period ending June 30, 2017

This report and the District's investment portfolio are in compliance with the
investment strategies expressed in the District's investment policy,
and the Public Funds Investment Act.

COMPLIANCE TRAINING

" HB 675 states the Investment Officer must attend at least
one training seminar for (6) hours within twelve months of
taking office and requires at least (4) hours training within
each (2) two year period thereafter.

INVESTMENT OFFICERS:

Jennifer Smith

CURRENT TRAINING

February 12, 2017 (Virtual Learning Concepts 10 Hours)


Jennifer Smith, CPA
Controller
Aut W. Pugh 10/12/2017

Robert W. Pugh
General Manager


Keli Kirkley
Accountant

Summary of Money Market Funds
04/01/2017-06/30/2017

Fund: Operating

Financial Institution: BB&T

Account Number XXXX6877 Date opened 07/05/2013

Current Interest Rate: 0.14%

Date	Transaction	Typ	Description	Begin Balance	Cash Added	Cash Withdrawn	Interest Earned	End Balance
	Totals for Account XXXX6877:			\$560,275.15	\$5,019,864.47	-\$2,919,927.00	\$1,222.26	\$2,661,434.88
	Totals for Operating Fund :			\$560,275.15	\$5,019,864.47	-\$2,919,927.00	\$1,222.26	\$2,661,434.88

Methods Used for Reporting Market Values

Certificate of Deposits:

Face Value Plus Accrued Interest

Securities/District Government Obligation:

Market Value Quoted by the Seller of the Security and Confirmed in Writing

Public Fund Investment Pool/MM Accounts:

Balance=Book Value=Current Market

Summary of Money Market Funds
04/01/2017-06/30/2017

Fund: Capital Projects
Financial Institution: BB&T
Account Number XXXX1978 Date opened 04/07/2015
Current Interest Rate: 0.14%

Date	Transaction Typ	Description	Begin Balance	Cash Added	Cash Withdrawn	Interest Earned	End Balance
Totals for Account XXXX1978: \$14,477,931.68 \$0.00 -\$1,604,230.42 \$4,205.01 \$12,877,006.27							

Account Number XXXX7016 Date opened 07/05/2013
Current Interest Rate: 0.14%

Date	Transaction Typ	Description	Begin Balance	Cash Added	Cash Withdrawn	Interest Earned	End Balance
Totals for Account XXXX1978: \$4,243,832.59 \$0.00 -\$690.00 \$1,333.26 \$4,244,475.85							

Account Number XXXX7032 Date opened 07/19/2013
Current Interest Rate: 0.20%

Date	Transaction Typ	Description	Begin Balance	Cash Added	Cash Withdrawn	Interest Earned	End Balance
Totals for Account XXXX1978: \$7,295,697.26 \$0.00 -\$405,574.90 \$2,211.28 \$6,892,333.64							
Totals for Capital Projects Fund: \$26,016,561.53 \$0.00 -\$2,010,495.32 \$7,749.55 \$24,013,815.76							

Methods Used for Reporting Market Values
Certificate of Deposits: Face Value Plus Accrued Interest
Securities/District Government Obligation: Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/MM Accounts: Balance=Book Value=Current Market

Summary of Money Market Funds
04/01/2017-06/30/2017

Fund: Facilities

Financial Institution: BB&T

Account Number XXXX7024 Date opened 07/17/2013

Current Interest Rate: 0.14%

Date	Transaction Typ	Description	Begin Balance	Cash Added	Cash Withdrawn	Interest Earned	End Balance
		Totals for Account XXXX7024	\$2,846,251.24	\$1,599,244.93	-\$637,810.23	\$1,224.80	\$3,808,910.74
		Totals for Facilities Fund :	\$2,846,251.24	\$1,599,244.93	-\$637,810.23	\$1,224.80	\$3,808,910.74

Methods Used for Reporting Market Values

Certificate of Deposits:

Face Value Plus Accrued Interest

Securities/District Government Obligation:

Market Value Quoted by the Seller of the Security and Confirmed in Writing

Public Fund Investment Pool/MM Accounts:

Balance=Book Value=Current Market

Summary of Money Market Funds
04/01/2017-06/30/2017

Fund: Impact		Current Interest Rate: 0.14%	
Financial Institution: BB&T		Begin Balance	End Balance
Account Number XXXX6974 Date opened 07/15/2013		Cash Added	Cash Withdrawn
Date	Transaction Typ.	Description	Interest Earned
		\$23,417,963.87	\$7,639.84
		\$1,929,835.63	-\$517,479.00
		\$1,929,835.63	-\$517,479.00
		\$23,417,963.87	\$7,639.84
		Totals for Account XXXX6974:	\$24,837,960.34
		Totals for Impact Fund :	\$24,837,960.34

Methods Used for Reporting Market Values
 Certificate of Deposits: Face Value Plus Accrued Interest
 Securities/District Government Obligation: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/MM Accounts: Balance=Book Value=Current Market

Summary of Certificates of Deposit
04/01/2017-06/30/2017

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal from Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Interest Acc.	Interest Earned	Interest Received	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Operating Certificates of Deposit Green Bank Third Coast Bank, SSIB	XXXX0402	11/20/2016	11/20/2017	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.50%	430.68	0.00	0.00	0.00	0.00	727.09
	XXXX9627	10/28/2016	10/28/2017	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.50%	506.30	0.00	0.00	0.00	0.00	799.47

Totals for Operating Fund:

Beginning Balance: \$480,000.00
 Plus Principal From Cash: \$0.00
 Less Principal Withdrawn: \$0.00
 Plus Interest Reinvested: \$480,000.00
 Fixed Balance: \$480,000.00
 Total Balance: \$480,000.00

Interest Earned: \$0.00
 Less Beg. Accrued Interest: \$936.98
 Plus End. Accrued Interest: \$1,526.56
 Fixed Interest Earned: \$589.58

Summary of Certificates of Deposit
04/01/2017-06/30/2017

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From		Principal Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Interest Acc.	Interest Earned	Interest Received	Interest Reinvested	Interest Withdrawn	Accrued Interest
					Cash	Investment											
Fund: Debt Service																	
Certificates of Deposit																	
Allegiance Bank	XXXXX7706	8/4/2016	4/1/2017	240,000.00	0.00	0.00	0.00	0.00	0.00	240,000.00	0.50%	785.75	0.00	0.00	0.00	0.00	1,085.70
Central Bank- Debt	XXXXX251	2/1/2017	2/1/2018	240,000.00	0.00	0.00	0.00	0.00	0.00	240,000.00	0.70%	266.96	0.00	0.00	0.00	0.00	690.00
First State Bank- Debt	XXXXX1643	1/31/2017	1/30/2018	240,000.00	0.00	0.00	0.00	0.00	0.00	240,000.00	0.65%	252.16	0.00	0.00	0.00	0.00	640.50
Green Bank- Debt	XXXXX0403	1/30/2017	1/30/2018	240,000.00	0.00	0.00	0.00	0.00	0.00	240,000.00	0.50%	197.26	0.00	0.00	0.00	0.00	493.50
Independent Bank- Debt	XXXXX1587	1/31/2017	1/31/2018	240,000.00	0.00	0.00	0.00	0.00	0.00	240,000.00	0.60%	193.97	0.00	0.00	0.00	0.00	591.00
Third Coast Bank- Debt	XXXXX2183	8/12/2016	8/12/2017	240,000.00	0.00	0.00	0.00	0.00	0.00	240,000.00	0.50%	759.45	0.00	0.00	0.00	0.00	1,046.22
Iron Bank- Debt	XXXXX1336	4/2/2017	4/4/2018	240,000.00	0.00	0.00	0.00	0.00	0.00	240,000.00	0.50%	0.00	0.00	0.00	0.00	0.00	567.84

Totals for Debt Service Fund:

Beginning Balance: \$1,440,000.00
 Plus Principal From Cash: \$0.00
 Less Principal Withdrawn: \$0.00
 Plus Interest Reinvested: \$0.00
 Fixed Balance: \$1,440,000.00
 Total Balance: \$1,440,000.00

Interest Earned: \$0.00
 Less Beg. Accrued Interest: \$2,455.55
 Plus End. Accrued Interest: \$4,516.92
 Fixed Interest Earned: \$2,091.37

Customer No: 218000842 WEST TRAVIS PUBLIC UTILITY AGENCY

Pledged Code: 93953 WEST TRAVIS COUNTY PUBLIC UTIL

CUSIP Ticket	Security Description 1 Security Description 2	Loc Reason Rate	Port ID Maturity	Original Face Curr Par	S&P Moody	Price DT Return DT	Market Value
31383AB7	FHLB	055	111A-102	16,105,000.00	AA+	04/28/2017	16,032,736.87
183011807	2.20 FHLB 08/30/2023	2.2000000	08/30/2023	16,105,000.00	Aaa		
31383AQ4	FHLB	055	111A-102	710,000.00	AA+	04/28/2017	708,780.93
183011812	2.22 FHLB 08/30/2023	2.2200000	08/30/2023	710,000.00			
31383BC4	FHLB	055	111a-102	21,490,000.00	AA+	04/28/2017	21,378,359.45
183011816	2.16 FHLB 05/30/2023	2.1600000	05/30/2023	21,490,000.00	Aaa		
31383ZU8	FHLB	055	111A-102	39,210,000.00	AA+	04/28/2017	41,027,265.87
183011972	3.00 FHLB 09/10/2021	3.0000000	09/10/2021	39,210,000.00	Aaa		
3138CC44	FFCB	055	111a-102	5,341,000.00	AA+	04/28/2017	5,337,651.19
183011589	2.02 FFCB 10/27/2022	2.0200000	10/27/2022	5,341,000.00	Aaa		
Totals for Pledge Code: 93953				82,856,000.00			84,484,794.31
Totals for customer: 218000842				82,856,000.00			84,484,794.31

Customer No: 218000842 WEST TRAVIS PUBLIC UTILITY AGENCY

Pledged Code: 93953 WEST TRAVIS COUNTY PUBLIC UTIL

CUSIP Ticket	Security Description 1 Security Description 2	Loc Reason Rate	Port ID Maturity	Original Face Curr Par	S&P Moody	Price DT Return DT	Market Value
31383AB7	FHLB	055	111A-102	16,105,000.00	AA+	05/31/2017	16,118,351.05
183011807	2.20 FHLB 08/30/2023	2.2000000	08/30/2023	16,105,000.00	Aaa		
31383AQ4	FHLB	055	111A-102	710,000.00	AA+	05/31/2017	712,568.07
183011812	2.22 FHLB 08/30/2023	2.2200000	08/30/2023	710,000.00			
31383BC4	FHLB	055	111a-102	21,490,000.00	AA+	05/31/2017	21,478,975.63
183011816	2.16 FHLB 05/30/2023	2.1600000	05/30/2023	21,490,000.00	Aaa		
31383ZU8	FHLB	055	111A-102	39,210,000.00	AA+	05/31/2017	41,230,569.72
183011972	3.00 FHLB 09/10/2021	3.0000000	09/10/2021	39,210,000.00	Aaa		
3133ECC44	FFCB	055	111a-102	5,341,000.00	AA+	05/31/2017	5,355,394.00
183011589	2.02 FFCB 10/27/2022	2.0200000	10/27/2022	5,341,000.00	Aaa		
Totals for Pledge Code: 93953				82,856,000.00			84,895,858.47
Totals for customer: 218000842				82,856,000.00			84,895,858.47

Customer No: 218000842 WEST TRAVIS PUBLIC UTILITY AGENCY

Pledged Code: 93953 WEST TRAVIS COUNTY PUBLIC UTIL

CUSIP Ticket	Security Description 1 Security Description 2	Loc Reason Rate	Port ID Maturity	Original Face Curr Par	S&P Moody	Price DT Return DT	Market Value
313383AB7	FHLB	055	111A-102	16,105,000.00	AA+	06/30/2017	16,015,118.00
183011807	2.20 FHLB 08/30/2023	2.20000000	08/30/2023	16,105,000.00	Aaa		
313383AQ4	FHLB	055	111A-102	710,000.00	AA+	06/30/2017	707,955.20
183011812	2.22 FHLB 08/30/2023	2.22000000	08/30/2023	710,000.00			
313383BC4	FHLB	055	111a-102	21,490,000.00	AA+	06/30/2017	21,333,638.76
183011816	2.16 FHLB 05/30/2023	2.16000000	05/30/2023	21,490,000.00	Aaa		
313383ZU8	FHLB	055	111A-102	39,210,000.00	AA+	06/30/2017	40,938,259.17
183011972	3.00 FHLB 09/10/2021	3.00000000	09/10/2021	39,210,000.00	Aaa		
3133ECC44	FFCB	055	111a-102	6,441,000.00	AA+	06/30/2017	6,418,321.24
183011589	2.02 FFCB 10/27/2022	2.02000000	10/27/2022	6,441,000.00	Aaa		
Totals for Pledge Code: 93953				83,956,000.00			85,413,292.37
Totals for customer: 218000842				83,956,000.00			85,413,292.37

ITEM C



Murfee Engineering Company

September 20, 2017

Mr. Scott Roberts, President
and Board of Directors
West Travis County Public Utility Agency
12117 Bee Cave Road, Building 3, Suite 120
Bee Cave, Texas 78738

Re: **WTCPUA Bohls-CCNG Gravity Effluent Line
Contractor's Application for Payment No. 3**

President Roberts:

Enclosed is Application for Payment No. 3 from Austin Engineering Co., Inc. for the period ending September 30th, 2017. We have reviewed this application for payment, conducted site inspections, concur with the items and quantities, and recommend approval and payment in the amount of seven hundred twenty-four dollars and sixty-seven cents (\$724.67). This application for payment is broken down as follows:

Original Contract Price:	\$113,537.59
Total Completed and Stored to Date:	\$113,537.59
Retainage (5%):	\$5,676.88
Previous Payments	\$107,136.04
Amount Due this Application:	\$724.67
Balance to Finish, Plus Retainage:	\$5,676.88

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

Sincerely,

Eelhard Meneses, P.E.
Project Manager

cc: Robert Pugh – WTCPUA
Dennis Lozano, P.E. – MEC
George Murfee, P.E. – MEC
MEC File No. 11051.107



Contractor's Application for Payment No. THREE (3)

Application Period: 8/1/17 - 9/30/17 From: WEST TRAVIS CO. P.U.A. % MURFEE ENGINEERING COMPANY, INC. 1101 CAPITAL OF TEXAS HWY SO, BLDG. D AUSTIN, TEXAS 78746 Contract: BOHLS-CCNG 12" GRAVITY EFFLUENT LINE Contractor's Project No.: 17-010	Application Date: 9/25/2017 Via (Engineer): MURFEE ENGINEERING CO., INC. 1101 CAPITAL OF TEXAS HWY S, BLDG D AUSTIN, TEXAS 78746 Engineer's Project No.: 11051.107	
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Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions		
TOTALS					
NET CHANGE BY CHANGE ORDERS					

1. ORIGINAL CONTRACT PRICE..... \$ \$113,537.59
2. Net change by Change Orders..... \$ \$
3. Current Contract Price (Line 1 ± 2)..... \$ \$113,537.59
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ \$113,537.59
5. RETAINAGE:
 - a. 5% X \$113,537.59 Work Completed.... \$ \$5,676.88
 - b. X \$ Stored Material..... \$ \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ \$5,676.88
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$107,860.71
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application \$ \$107,136.04
8. AMOUNT DUE THIS APPLICATION..... \$ \$724.67
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).... \$ \$5,676.88

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

By: Nat Wood Nat Wood, Project Manager Date: 9/25/2017

Payment is recommended by: _____ (Inspector) _____ Date

Payment is recommended by: [Signature] (Engineer) 9/20/17 Date

Payment is approved by: _____ (Owner) _____ Date

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: BOHLS-CCNG 12" GRAVITY EFFLUENT LINE
Job No.: 11051.107

The signer of this document has been paid and has received a progress payment in the sum of Eighty-Three Thousand, Nine Hundred Seventy-Three Dollars and Five Cents (\$83,973.05) for all labor, services, equipment, or materials furnished to the property known as Bohls-CCNG 12" Gravity Effluent Line, or on the property of West Travis County P.U.A. located in Bee Cave, Travis County, Texas to the following extent: 12" Gravity Effluent Line. Upon receipt of funding, the signer waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a states 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 above referenced project to the following extent:

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

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: September 19, 2019

AUSTIN ENGINEERING CO., INC.

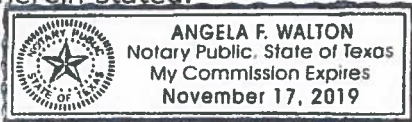



Nat Wood, Project Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared Nat Wood, representative of Austin Engineering Co., Inc. known to me to be the person whose name is subscribed to the foregoing instrument, who after being by me duly sworn acknowledged that the statements contained above are true and correct, that he/she executed same for the purposes and consideration therein expressed, in the capacity therein stated.




Angela F. Walton, Notary Public
in and for the STATE of TEXAS

My Commission Expires: November 17, 2019

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: BOHLS-CCNG 12" GRAVITY EFFLUENT LINE
Job No.: 11051.107

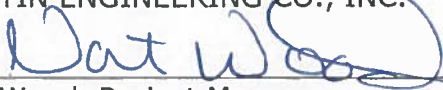
The signer of this document has been paid and has received a progress payment in the sum of Twenty-Three Thousand, One Hundred Sixty-Two Dollars and Ninety-Nine Cents (\$23,162.99) for all labor, services, equipment, or materials furnished to the property known as Bohls-CCNG 12" Gravity Effluent Line, or on the property of West Travis County P.U.A. located in Bee Cave, Travis County, Texas to the following extent: 12" Gravity Effluent Line. Upon receipt of funding, the signer waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a states 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 above referenced project to the following extent:

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

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: September 19, 2019

AUSTIN ENGINEERING CO., INC.



Nat Wood, Project Manager

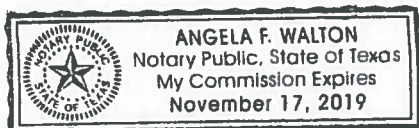
ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared Nat Wood, representative of Austin Engineering Co., Inc. known to me to be the person whose name is subscribed to the foregoing instrument, who after being by me duly sworn acknowledged that the statements contained above are true and correct, that he/she executed same for the purposes and consideration therein expressed, in the capacity therein stated.



Angela F. Walton, Notary Public
in and for the STATE of TEXAS



My Commission Expires: November 17, 2019

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: BOHLS-CCNG 12" GRAVITY EFFLUENT LINE

Job No.: 11051.107

The signer of this document has been paid and has received a progress payment in the sum of **Seven Hundred Twenty-Four Dollars & Sixty-Seven Cents (\$724.67)** for all labor, services, equipment, or materials furnished to the property or to WEST TRAVIS COUNTY P.U.A. on the property of BOHLS-CCNG 12" GRAVITY EFFLUENT LINE located at TRAVIS COUNTY, TEXAS to the following extent: Installation of approximately 700' of 12" line, valves & appurtenances. The signer therefore waives and releases 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 above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to WEST TRAVIS COUNTY P.U.A. as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to AUSTIN ENGINEERING COMPANY, INC. 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: September 25, 2017

AUSTIN ENGINEERING CO., INC.

By: Nat Wood
Name: Nat Wood
Title: Project Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of September, 2017, by Nat Wood, Project Manager of AUSTIN ENGINEERING COMPANY, INC, a Texas Corporation, on behalf of said Corporation.



Angela F. Walton
Notary Public in and for the State of Texas

MEC RECORDS

WTCPUA
BOHLS-CCNG GRAVITY EFFLUENT LINE

CONTRACTOR PAYMENT SUMMARY

Application for Payment No. 1

Original Contract Price:		\$113,537.59
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$113,537.59
Total Completed and Stored to Date:		\$88,392.69
Retainage		
5% Work Completed (D+E):	\$88,392.69	\$4,419.63
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$4,419.63
Amount Eligible to Date:		\$83,973.06
Less Previous Payments:		\$0.00
Amount Due this Application:		\$83,973.06
Balance to Finish, Plus Retainage:		\$29,564.53

Application for Payment No. 2

Original Contract Price:		\$113,537.59
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$113,537.59
Total Completed and Stored to Date:		\$112,774.78
Retainage		
5% Work Completed (D+E):	\$112,774.78	\$5,638.74
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$5,638.74
Amount Eligible to Date:		\$107,136.04
Less Previous Payments:		\$83,973.06
Amount Due this Application:		\$23,162.99
Balance to Finish, Plus Retainage:		\$6,401.55

Application for Payment No. 3

Original Contract Price:		\$113,537.59
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$113,537.59
Total Completed and Stored to Date:		\$113,537.59
Retainage		
5% Work Completed (D+E):	\$113,537.59	\$5,676.88
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$5,676.88
Amount Eligible to Date:		\$107,860.71
Less Previous Payments:		\$107,136.04
Amount Due this Application:		\$724.67
Balance to Finish, Plus Retainage:		\$5,676.88



Murfee Engineering Company

October 5, 2017

Mr. M. Scott Roberts, President
and Board of Directors
West Travis County Public Utility Agency
12117 Bee Cave Road, Building 3, Suite 120
Bee Cave, Texas 78738

**Re: WTCPUA Bohls-CCNG Gravity Effluent Line
Contractor's Application for Payment No. 4 and Final**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 4 and Final Austin Engineering Co., Inc. in the amount of five thousand, six hundred seventy-six dollars and eighty-eight cents (\$5,676.88) for the above-referenced project. Also attached are all close-out documents required by the Contract. The Work is complete and Application for Payment No. 4 and Final represents the release of the contractual retainage of 5% and all remaining WTCPUA obligations under the Contract. We have reviewed the attached documentation for compliance with the Contract Documents, conducted site inspections, and concur with the items and quantities. We therefore recommend payment of Application for Payment No. 4 and Final in the amount of \$5,676.88 and final acceptance of the facilities for the purposes of the warranty period.

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

Sincerely,

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

Eelhard Meneses, P.E.
Project Manager

Attachments: Application for Payment No. 4 and Final
Engineer's Concurrence for Project Completion
Contractor's Conditional Waiver and Release for Final Payment
Contractor's Affidavit of Payment of Debts and Claims
Consent of Surety to Final Payment
Maintenance Bond

cc: Rob Pugh, P.E. – WTCPUA
Dennis Lozano, P.E. – MEC
George Murfee, P.E. – MEC
MEC File No. 11051.95

P:\West Travis County PUA - MEC\Bohls CCNG 12in Effluent Line\CONSTRUCTION ADMIN\PAY APPS\COVER LETTER PAY APP #4 and Final.doc

ENGINEER'S CONCURRENCE
FOR
PROJECT COMPLETION

PROJECT: WTCPUA BOHLS-CCNG 12" GRAVITY EEFLUENT LINE

SCOPE OF WORK: W___ WW X S/D___ ALL___ Other_____

Owner/Developer's Name and Address

West Travis County PUA
12117 Bee Cave Road, Suite 1300
Austin, Texas 78701

Consultant Engineer's Name and Address

Murfee Engineering Company, Inc.
1101 Capital of Texas Hwy. S, Bldg. D
Austin, Texas 78746

This is to certify that I, the undersigned professional engineer, or my representative, reviewed construction progress reports, logs, shop drawings, and test reports. On September 15, 2017, I, or my representative, made a visual inspection of the referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention except those listed below. I, therefore, recommend acceptance of this project by Owner, as of September 15, 2017, or upon satisfactory correction of the following items:

Silt fence and temporary irrigation removal.



[Signature] 9/19/17
Signature Date

121173
Texas Registration Number

cc: Robert Pugh, P.E. – WTCPUA
Dennis Lozano, P.E. – Murfee Engineering

AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

STATE OF TEXAS §
COUNTY OF TRAVIS §

A F F I D A V I T

THAT I, the undersigned, being duly sworn, say that I was the Contractor for the performance of certain work entered into the 24th day of April, 2017 between West Travis County P.U.A., 12117 Bee Cave Road, Bee Cave, Travis County, Texas and Austin Engineering Co., Inc. for construction of BOHLS-CCNG 12" Gravity Effluent Line project.

KNOW ALL MEN BY THESE PRESENTS

1. The undersigned hereby certifies the improvements on the aforementioned project have been fully and satisfactorily completed in conformity with the contract.
2. The undersigned further certifies that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract and that the wage rates paid by Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.
3. The undersigned further certifies that there are no claims of subcontractors or materials suppliers for unpaid bills for labor or materials and supplies furnished in the course of the contract.

CERTIFIED TRUE AND CORRECT

Nat Wood

Nat Wood, Project Manager

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Nat Wood, Project Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25th day of September, A.D., 2017.

Angela F Walton

Notary Public in and for

Travis County, Texas

My Commission Expires 11/17/19




(SEAL)

TITLE WARRANTY

Contractor:	Austin Engineering Company, Inc.
Contractor Address:	P.O. Box 349342, Austin, Texas 78734
Owner:	West Travis County PUA
Owner Address:	12117 Bee Caves Road, Bee Cave, TX 78738
Project Name:	BOHLS-CCNG 12" Gravity Effluent Line
Project No.:	11051-107

We, the Contractor, do hereby warrant that all labor, equipment, materials furnished, and work performed in conjunction with the above referenced Project or partial component of the Project are in accordance with the Contract Documents and authorized modifications thereto and will be free from defects due to defective materials or workmanship for a period of 12 months from Date of Certificate of Construction Completion and from Date of Substantial Completion of facilities immediately placed in operation for the Project.

Should any defect develop during the warranty period due to improper materials, workmanship, or arrangement, the same including adjacent work displaced shall be made good by the undersigned at no expense to the Owner. This Warranty shall be in addition to and in limitation of any other warranty or remedy required by law or by the Contract Documents.

Contractor:	Austin Engineering Company, Inc.
Signature:	
Person Authorized to Execute this Warranty on behalf of the Contractor:	Nat Wood, Project Manager
Date:	September 25, 2017

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER:
(Name and address)
 West Travis County Public Utility Agency
 12117 Bee Cave Rd, Bldg. 3, Suite 120
 Bee Cave, Texas 78738

ARCHITECT'S PROJECT NO.: 11051.107
 CONTRACT FOR: Bohls-CCNG 12" Gravity Effluent Line

PROJECT:
(Name and address)
 West Travis County Public Utility Agency Bohls-CCNG
 12" Gravity Effluent Line
 Bee Cave, Travis County, Texas

CONTRACT DATED: March 2017
 Bond Number: 4411924

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

Suretec Insurance Company
 1330 Post Oak Blvd., Suite 1100
 Houston, Texas 77056

, SURETY,

on bond of
(Insert name and address of Contractor)

Austin Engineering Co., Inc.
 P.O. Box 342349
 Austin, Texas 78734

, CONTRACTOR,

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

West Travis County Public Utility Agency
 12117 Bee Cave Road, Bldg. 3, Suite 120
 Bee Cave, Texas 78738

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 26, 2017
(Insert in writing the month followed by the numeric date and year.)

Suretec Insurance Company
(Surety)


(Signature of authorized representative)

David S. Ballew Attorney-In-Fact

(Printed name and title)

Attest:
 (Seal): 



CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Three Million Dollars and 00/100 (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2020 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 9th day of May, A.D. 2017.

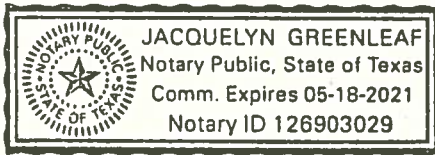
State of Texas ss:
County of Harris



SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President

On this 9th day of May, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of September 2017, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.



SureTec Insurance Company

9737 Great Hills Trail, Suite 320
Austin, Tx 78759
512-732-0099

Bond No. 4411924MNT

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Austin Engineering Co., Inc. as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto West Travis County Public Utility Agency as Obligee, in the penal sum of One Hundred Thirteen Thousand Five Hundred Thirty Seven and 59/100's (\$113,537.59) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: BOHLS-CCNG 12" Gravity Effluent Line.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of One year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of One year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 26th day of September, 2017.

Austin Engineering Co., Inc.
Principal

By: _____

Traut W. Keller, V.P.
SureTec Insurance Company

By: _____

David S. Ballew
David S. Ballew, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Three Million Dollars and 00/100 (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2020 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 9th day of May, A.D. 2017.

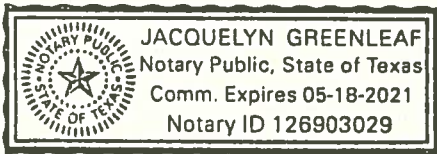
State of Texas ss:
County of Harris



SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President

On this 9th day of May, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of September, 2017, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
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PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

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Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

MEC RECORDS

WTCPUA
BOHLS-CCNG GRAVITY EFFLUENT LINE

CONTRACTOR PAYMENT SUMMARY

Application for Payment No. 1

Original Contract Price:		\$113,537.59
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5% Work Completed (D+E):	\$88,392.69	\$4,419.63
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$4,419.63
Amount Eligible to Date:		\$83,973.06
Less Previous Payments:		\$0.00
Amount Due this Application:		\$83,973.06
Balance to Finish, Plus Retainage:		\$29,564.53

Application for Payment No. 2

Original Contract Price:		\$113,537.59
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Current Contract Price:		\$113,537.59
Total Completed and Stored to Date:		\$112,774.78
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5% Work Completed (D+E):	\$112,774.78	\$5,638.74
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$5,638.74
Amount Eligible to Date:		\$107,136.04
Less Previous Payments:		\$83,973.06
Amount Due this Application:		\$23,162.99
Balance to Finish, Plus Retainage:		\$6,401.55

Application for Payment No. 3

Original Contract Price:		\$113,537.59
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Current Contract Price:		\$113,537.59
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Retainage		
5% Work Completed (D+E):	\$113,537.59	\$5,676.88
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$5,676.88
Amount Eligible to Date:		\$107,860.71
Less Previous Payments:		\$107,136.04
Amount Due this Application:		\$724.67
Balance to Finish, Plus Retainage:		\$5,676.88

Application for Payment No. 4

Original Contract Price:		\$113,537.59
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$113,537.59
Total Completed and Stored to Date:		\$113,537.59
Retainage		
5% Work Completed (D+E):	\$0.00	\$0.00
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$0.00
Amount Eligible to Date:		\$113,537.59
Less Previous Payments:		\$107,860.71
Amount Due this Application:		\$5,676.88
Balance to Finish, Plus Retainage:		\$0.00



Murfee Engineering Company

September 19, 2017

Mr. M. Scott Roberts, President
and Board of Directors
West Travis County Public Utility Agency
12117 Bee Cave Road, Building 3, Suite 120
Bee Cave, Texas 78738

**Re: WTCPUA Crystal Mountain EST Service Area Control Valve
Contractor's Application for Payment No. 3 and Final**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 3 and Final from G. Creek Inc. in the amount of four thousand, five hundred thirteen dollars and eighty-five cents (\$4,513.85) for the above-referenced project. Also attached are all close-out documents required by the Contract. The Work is complete and Application for Payment No. 3 and Final represents the release of the contractual retainage of 5% and all remaining WTCPUA obligations under the Contract. We have reviewed the attached documentation for compliance with the Contract Documents, conducted site inspections, and concur with the items and quantities. We therefore recommend payment of Application for Payment No. 3 and Final in the amount of \$4,513.85 and final acceptance of the facilities for the purposes of the warranty period.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bernhard Meneses', is written over a blue ink scribble.

Bernhard Meneses, P.E.
Project Manager

Attachments: Application for Payment No. 3 and Final
Contractor's Affidavit of Bills Paid
Contractor's Affidavit of Release of Liens
Partial Waiver and Release of Lien for subcontractors
Maintenance Bond
Consent of Surety to Final Payment

cc: Rob Pugh, P.E. – WTCPUA
Dennis Lozano, P.E. – MEC
MEC File No. 11051.95

P:\West Travis County PUA - MEC\Crystal Mountain EST Valve\CONSTRUCTION ADMIN\PAY APPS\COVER LETTER PAY APP #3 and Final.doc



Contractor's Application for Payment No. 3

Application Period: 07-01-2017 — 07-31-2017		Application Date: 9-20-17	
To: WEST TRAVIS CO. P. U.A. MURFEE ENGINEERING COMPANY, INC. 1101 CAPITAL OF TEXAS HWY SO, BLDG D AUSTIN, TEXAS 78746	From (Contractor): G CREEK INC. PO BOX 163764 AUSTIN, TX 78716	Via (Engineer): MURFEE ENGINEERING CO., INC. 1101 CAPITAL OF TEXAS HWY SO, BLDG D AUSTIN, TEXAS 78746	
(Owner): WEST TRAVIS CO. P. U.A. Project: CRYSTAL MOUNTAIN EST SERVICE AREA CONTROL VALVE	Contract: CRYSTAL MOUNTAIN EST SERVICE AREA CONTROL VALVE	Engineer's project no: 11051.95	
Owner's Contract No:	Contractor's Project No.: 17-507		

**Application For Payment
Change Order Summary**

Approved Change Orders Number	Additions	Deductions	1. Original Contract Price
1	\$ 945.00		\$89,332.00
			2. Net change by Change Orders \$945.00
			3. Current Contract Price (Line 1 ± 2) \$90,277.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) \$90,277.00
			5. RETAINAGE
		a. X 5% Work Completed \$0.00	
		b. X 5% Stored Material \$0.00	
		c. Total Retainage (Line 5.a + Line 5.b) \$0.00	
		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) \$90,277.00	
		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$85,763.15	
		8. AMOUNT DUE THIS APPLICATION \$4,513.85	
		9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) \$0.00	
Totals \$	945.00		
Net Change by Change Orders \$	945.00		

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:

Date: 9-20-17

is recommended by:

(Inspector) _____ (Date) _____

is recommended by:

(Engineer) _____ (Date) 9/19/17

Approved by:

(Owner) _____ (Date) _____

G. CREEK INC.

Application # 3
 Application Date Period From: 07/01/17
 Application Date Period To: 09/27/17

Job Name:
 WTC Public Utility Agency
 Control Valve

Contractor:
 G. Creek Inc.
 PO Box 163764
 Austin, Tx. 78716

Total Installed to Date: \$90,277.00
 Total Retainage Withheld: \$0.00
 Total Due to Date: \$90,277.00
 Previously Paid: \$85,763.15
 Due this Estimate: \$4,513.85

Project Numbers:
 G. Creek project # 17-507

Owner:
 West Travis County Public Agency
 12117 Bee Cave Rd Bldg. 3, SUITE 120
 Bee Cave, TX 78738

Engineer:
 Murfee Engineering

A	B	C	D		E		F		G		H
			Quantities Bid	Work Completed In Place	Quantities In Place	Work Completed This Application	Unit Cost	Total Completed and Stored To Date	% (G/C)	retainage	
Item	Description of Work	Units									
E-1	LOC Restoration, complete and in place, per square yard	sq	357.00	357.00	0.00	0.00	4.00	\$ 1,428.00	100%	\$ 71.40	
E-2	Silt Fence, complete and in place, per linear foot	lf	94.00	94.00	0.00	0.00	6.00	\$ 564.00	100%	\$ 28.20	
E-3	Tree Protection, complete and in place, per linear foot	lf	25.00	25.00	0.00	0.00	12.00	\$ 300.00	100%	\$ 15.00	
E-4	Temporary Fence, complete and in place, per linear foot	lf	190.00	190.00	0.00	0.00	6.00	\$ 1,140.00	100%	\$ 57.00	
W-1	Demolition and cast-in-place Top Section of Vault, complete and in place, per lump sum	ls	1.00	1.00	0.00	0.00	4,000.00	\$ 4,000.00	100%	\$ 200.00	
W-2	Removal and disposal of box meter, coupling, and strainer inside existing vault, complete, per lump sum	ls	1.00	1.00	0.00	0.00	2,500.00	\$ 2,500.00	100%	\$ 125.00	
W-3	16" singer pressure reducing, solenoid override & check feature control valve with SPI-MV flow metering feature model S106-PR-RE-SC, complete and in place, per lump sum	ls	1.00	1.00	0.00	0.00	38,000.00	\$ 38,000.00	100%	\$ 1,900.00	
EL-1	Electrical Work, complete and in place, per lump sum	ls	1.00	1.00	0.00	0.00	41,400.00	\$ 41,400.00	100%	\$ 2,070.00	
I	Approved Change Orders Calibration of Flow Meter	ls	1.00	1.00	0.00	0.00	\$ 945.00	\$ 945.00	100%	\$ 47.25	
Grand Totals								\$ 90,277.00	100%	\$ 4,513.85	

approved original contract amount \$89,332.00
 approved contract amount with Change Orders \$90,277.00

9-20-17
 Date


 Matt Hamblen
 G. Creek Construction

Date

Owner

9/19/17
 Date


 Engineer

Unconditional Waiver & Release

The undersigned has been paid and has received a progress payment in the sum of \$ 9384.29 for labor, services, equipment or material furnished to G Creek Inc on the job of West Travis County Public Agency and does hereby release any mechanic's liens, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished through 9/18/17 only and does not cover retention or items furnished after that date.

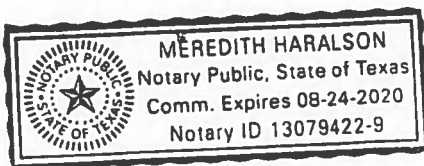
NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Signed this 18 day of September 2017

Company: G Creek
By: [Signature]
Title: VP

SUBSCRIBED AND SWORN TO BEFORE ME, this 18 day of September 2017.

(AFFIX SEAL)



[Signature]
Notary Public, State of TX
My Commission Expires On: 8/24/20

Conditional Waiver and Release

Project Name: West Travis County Public Agency

Project Address: 12117 Bee Caves Rd Bldg, Suite 120, Bee Caves, TX 78738

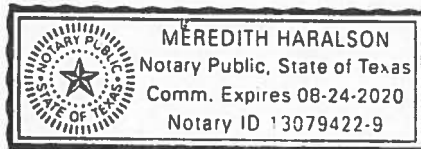
UPON RECEIPT by the undersigned of the check to G Creek Inc (the Vendor), and when the check in the amount of \$ 4513.85 has been properly endorsed and has been paid by the bank upon which it is drawn. This document shall become effective to release any and all liens or claims of or right to lien. Under the statutes of the State of Texas, relating to mechanic's lien, with respect to and on said above described premises. This release covers a progress payment for labor, services, equipment or materials furnished through 9/20/17 only and does not cover retention or items furnished after that date.

Signed this 18th day of September, 2017.

Company: G Creek
By: [Signature]
Name: Matt Hardson
Title: VP

SUBSCRIBED AND SWORN TO BEFORE ME, this 18th day of September, 2017.

(AFFIX SEAL)



Meredith Haralson
Notary Public, State of TX
Residing in Travis
My Commission expires on 8/24/20

6. A full and complete list of all persons and entities which Contractor has engaged or with which Contractor has entered into any contractual arrangement to furnish materials or to perform any labor in connection with any construction or work on the Land or the Facilities up to and including the Release Date is set forth on Exhibit A, attached hereto and incorporated herein for all purposes. Contractor has actual knowledge that all bills owed by Contractor to others for materials furnished and labor performed in connection with any construction or work on the Land or the Facilities up to and including the Release 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 22 day of August, 2017.

CONTRACTOR:

G Creek Inc

[Signature]

By:

Name: Matt Haralson

Title: VP

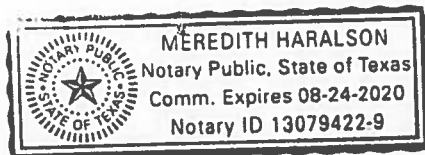
SWORN TO AND SUBSCRIBED BEFORE ME on this 22nd day of August, 2017.

Meredith Haralson

Notary Public in and for the State of Texas

Printed Name: Meredith Haralson

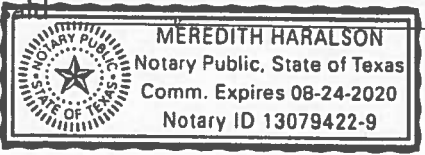
My Commission Expires: 8/24/20



THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 22nd day of August,
2017 by Matt Haralson,

_____ of
_____, a V.P. _____, on behalf
of G. Creel.



Meredith Haralson
Notary Public in and for the State of Texas
Printed Name: Meredith Haralson
My Commission Expires: 8/24/20

ATTACH:
Exhibit A - List of Subcontractors

Exhibit "A"
List of Subcontractors

1. Team Maffies
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

connection with the construction of the Facilities claiming through or under the undersigned have been fully paid all amounts that may be due and owing and the undersigned does hereby agree to hold the Owner harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party.

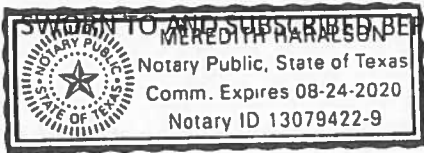
EXECUTED on this the 22 day of August, 2017.

CONTRACTOR:
G Creek Inc

By: Matt Haralson

Name: Matt Haralson

Title: VP



SWORN TO AND SUBSCRIBED BEFORE ME on this 22nd day of August, 2017.

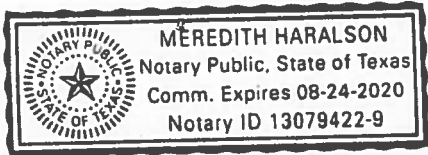
Meredith Haralson
Notary Public
Printed Name: Meredith Haralson
My Commission Expires: 8/24/20

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 22 day of August, 2017 by Matt Haralson,
of _____, a Vice President
on behalf of said G. Creek Construction.



Meredith Haralson
Notary Public in and for the State of Texas
Printed Name: Meredith Haralson
My Commission Expires: 8/24/20

8/24/2017

MAINTENANCE BOND

Bond No. 714246P

KNOW ALL PERSONS BY THESE PRESENTS,

That we, G Creek, Inc., as Principal,
and Developers Surety and Indemnity Company, a corporation organized and doing
business under and by virtue of the laws of the State of California and duly
licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto

West Travis County Public Utility Agency

as Oblige, in the sum of Eighty-nine Thousand Three Hundred Thirty-two And No/100THS

(\$ 89,332.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs,
executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Oblige to:
WTCPUA Crystal Mountain Est Service Area Control Valve

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described
therein for a period of One (1) year(s) following final acceptance of said improvements:

NOW, THEREFORE, if the above Principal shall indemnify the Oblige for all loss that Oblige may sustain by reason of any
defective materials or workmanship which become apparent during the period of One(1) year(s) from and after acceptance
of said improvements by Oblige, then this obligation shall be void; otherwise to remain in full force and effect.

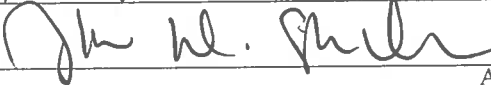
IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name
of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact

this 24th day of August, 2017
Year

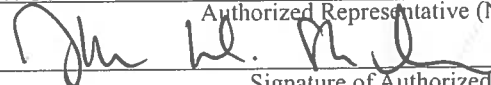
G Creek, Inc.
(Principal) (Seal)

BY:  V.P.
Name and Title

Developers Surety and Indemnity Company
Surety

BY: 
Attorney-in-Fact

John W. Schuler
Authorized Representative (Name and Title)

BY: 
Signature of Authorized Representative

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

Bond Number: 714246P

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint
John W. Schuler, Walter E. Benson Jr., Steven W. Dobson, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of February, 2017.

By: Daniel Young
Daniel Young, Senior Vice-President
By: Mark Lansdon
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

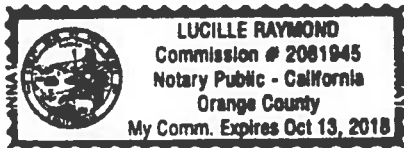
On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 24th day of August, 2017

By: Cassie J. Barrisford
Cassie J. Barrisford, Assistant Secretary



IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTEAVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



**Developers Surety and Indemnity Company
Indemnity Company of California
CorePointe Insurance Company**

17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.AmTrustSurety.com

**CONSENT OF SURETY
TO FINAL PAYMENT**

G707

714246P

(Instructions on reverse side)

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

AIA DOCUMENT

TO (OWNER)
(Name and address)

**West Travis County Public Utility Agency
1101 Capital of Texas Hwy South, Bldg. D
Austin, TX 78746**

ARCHITECT'S PROJECT NO:

PROJECT:
(Name and address)

Crystal Mountain Est Service Area Control Valve

CONTRACT AMOUNT: \$90,277.00

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

Developers Surety and Indemnity Company

**2591 Dallas Pkwy, Ste. 105
Frisco, TX 75034**

SURETY,

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

**G Creek, Inc.
4208 S. 1st Street**

CONTRACTOR,

Austin, TX 78716

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

(here insert name and address of Owner)

**West Travis County Public Utility Agency
1101 Capital of Texas Hwy South, Bldg. D
Austin, TX 78746**

OWNER,

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

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 1st day of September, 2017 (Insert
in writing the month following by the numeric date and year)

Developers Surety and Indemnity Company

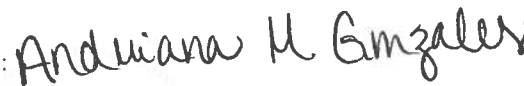
Surety Company



Signature of Authorized Representative

Title

John W. Schuler, Attorney-in-Fact

Attest: 
Seal

John W. Schuler, Attorney-in-Fact

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

John W. Schuler, Walter E. Benson Jr., Steven W. Dobson, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of February, 2017.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark Lansdon
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

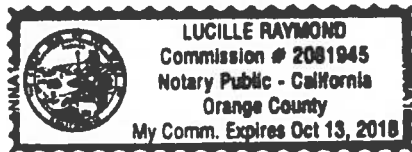
On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 1st day of September, 2017

By: Cassie J. Harrisford
Cassie J. Harrisford, Assistant Secretary



IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



**Developers Surety and Indemnity Company
Indemnity Company of California
CorePointe Insurance Company**

17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.AmTrustSurety.com

ITEM D



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, Texas 78738
Office: 512/263-0100
Fax: 512/263-2289
wtcpua.org

<DRAFT - Needs Board Approval>

October 23, 2017

Stephen R. Jamison, PE
Jamison Civil Engineering, LLC
13812 Research Blvd. #B-2
Austin, TX 78750

Re: Service Availability
10304 Circle Dr. Austin, TX 78736
32.89 acres of land in Travis County, Texas (Property)
(Located outside WTCPUA Certificate of Convenience and Necessity No. 13207)

Dear Mr. Jamison:

The West Travis County Public Utility Agency (PUA) has completed its review of the proposed development of the Property to include 17 Single Family Residences. Service Availability for 17 LUEs of water allocation is approved with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

1. The Applicant enters into a Non-Standard Water Service Agreement with the PUA for 17 LUEs of service allocation memorializing the terms and conditions of this Service Availability (SA) letter within three (3) months of the date of the letter.
2. The Applicant completes the review process of technical plans associated with its proposed development, including submitting plans that meet PUA requirements for approval prior to release for construction. The Applicant shall also be required to pay all engineering review fees, legal fees and inspection fees associated with this process.
3. The Applicant constructs, at Applicant's sole cost and expense, all water service extensions of facilities necessary to facilitate retail service to the Property.
4. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Applicant, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities in a form and manner acceptable to the PUA.

6. Prior to release of water meters for the Property, the applicant shall submit close out documents including final plat and executed and recorded easements per the attached list, as well as an executed Conveyance Agreement.
7. Customers applying for service in the Property will have to pay all fees including connection fees, impact fees per LUE, and meter drop in fees.
8. Applicant shall pay the PUA annual Water Reservation Fees as applicable per PUA Tariff.
9. The Applicant shall follow and comply with all applicable PUA Tariff, policies, rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.
10. The Applicant will be required to secure a Legal Lot Determination from Travis County or secure an approved subdivision plat in Travis County, Texas for the Property within four (4) years from the date of this letter.
11. Provisions of water to the Property by the PUA shall become null and void if final construction plans have not been approved by the PUA for the Project within four (4) years from the date of this letter.
12. The Applicant shall adopt one of the alternative water quality measures required of the new development as specified in that certain "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement) including:
 - a. Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
 - b. TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348; or
 - c. U.S. Fish and wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000;

Please be advised that conditions may change over time and the PUA will not reserve or commit water capacity to the Property until all conditions listed above are met. If, for any reason, that system capacity is exceeded prior to connection to the system, then this property is subject to a moratorium of any additional connections which may be declared. Also, please be advised that the PUA will not provide direct fire flow service to the Property and, as such, the Applicant may be required to install and maintain fire service facilities needed to meet local fire code regulations and requirements.

Mr. Stephen R. Jamison, PE

Page 3

October 23, 2017

If you have any questions concerning this matter, please do not hesitate to contact Reuben Ramirez at 512-263-0100.

Sincerely,

A handwritten signature in blue ink that reads "Robert Pugh". The signature is written in a cursive style with a blue ink color.

Robert Pugh, P.E.

General Manager

Cc: Reuben Ramirez
Jennifer Smith
Keli Kirkley
Jennifer Riechers
Judith Coker
Pierce Powers
Stephanie Albright, Lloyd Gosselink Rochelle & Townsend, P.C.
Dennis Lozano, P.E., Murfee Engineering Company, Inc.
Ronee Gilbert, Murfee Engineering Company, Inc.



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
12117 Bee Cave Road, Building 3, Suite 120, Bee Cave, Texas 78738
Office: 512/263-0100 Fax: 512/263-2289
www.wtcpua.org

October 23, 2017

Bradley J. Lingvai, P.E.
Big Red Dog Engineering|Consulting
2201 East 5th Street
Austin, Texas 78702

<DRAFT - Needs Board Approval>

Re: Service Availability
Dripping Springs – 22 Acres
290 Sawyer Ranch DS LLC
1200' East of SEC US-290 and Sawyer Ranch Road
Parcel #R15394
(Located inside WTCPUA Certificate of Convenience and Necessity No. 13207)

Dear Mr. Lingvai:

The West Travis County Public Utility Agency (PUA) has completed its review of the proposed development of the Property to include 250,000 square feet of office space, 50,000 square feet of retail shopping, and 25,000 square feet of restaurant/cafeteria space. Service Availability (SA) for 238 LUEs of water allocation is approved with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

1. The Applicant enters into a Non-Standard Water Service Agreement with the PUA for 238 LUEs of service allocation memorializing the terms and conditions of this SA letter within three (3) months of the date of the letter.
2. The Applicant completes the review process of technical plans associated with its proposed development, including submitting plans that meet PUA requirements for approval prior to release for construction. The Applicant shall also be required to pay all engineering review fees, legal fees and inspection fees associated with this process.
3. The Applicant constructs, at Applicant's sole cost and expense, all water service extensions of facilities necessary to facilitate retail service to the Property.
4. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Applicant, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities in a form and manner acceptable to the PUA.

Mr. Bradley J. Lingvai, P.E.

Page 2

October 23, 2017

6. Prior to release of water meters for the Property, the applicant shall submit close out documents including final plat and executed and recorded easements per the attached list, as well as an executed Conveyance Agreement.
7. Customers applying for service in the Property will have to pay all fees including connection fees, impact fees per LUE, and meter drop in fees.
8. Applicant shall pay the PUA annual Water Reservation Fees as applicable per PUA Tariff.
9. The Applicant shall follow and comply with all applicable PUA Tariff, policies, rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.
10. The Applicant will be required to secure a Legal Lot Determination from Hays County or secure an approved subdivision plat in Hays County, Texas for the Property within four (4) years from the date of this letter.
11. Provisions of water to the Property by the PUA shall become null and void if final construction plans have not been approved by the PUA for the Project within four (4) years from the date of this letter.
12. The Applicant shall adopt one of the alternative water quality measures required of the new development as specified in that certain "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement) including:
 - a. Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
 - b. TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348; or
 - c. U.S. Fish and wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000;

Please be advised that conditions may change over time and the PUA will not reserve or commit water capacity to the Property until all conditions listed above are met. If, for any reason, that system capacity is exceeded prior to connection to the system, then this property is subject to a moratorium of any additional connections which may be declared. Also, please be advised that the PUA will not provide direct fire flow service to the Property and, as such, the Applicant may be required to install and maintain fire service facilities needed to meet local fire code regulations and requirements.

Mr. Bradley J. Lingvai, P.E.

Page 3

October 23, 2017

If you have any questions concerning this matter, please do not hesitate to contact Judith Coker at 512-263-0100.

Sincerely,



Robert Pugh, P.E.

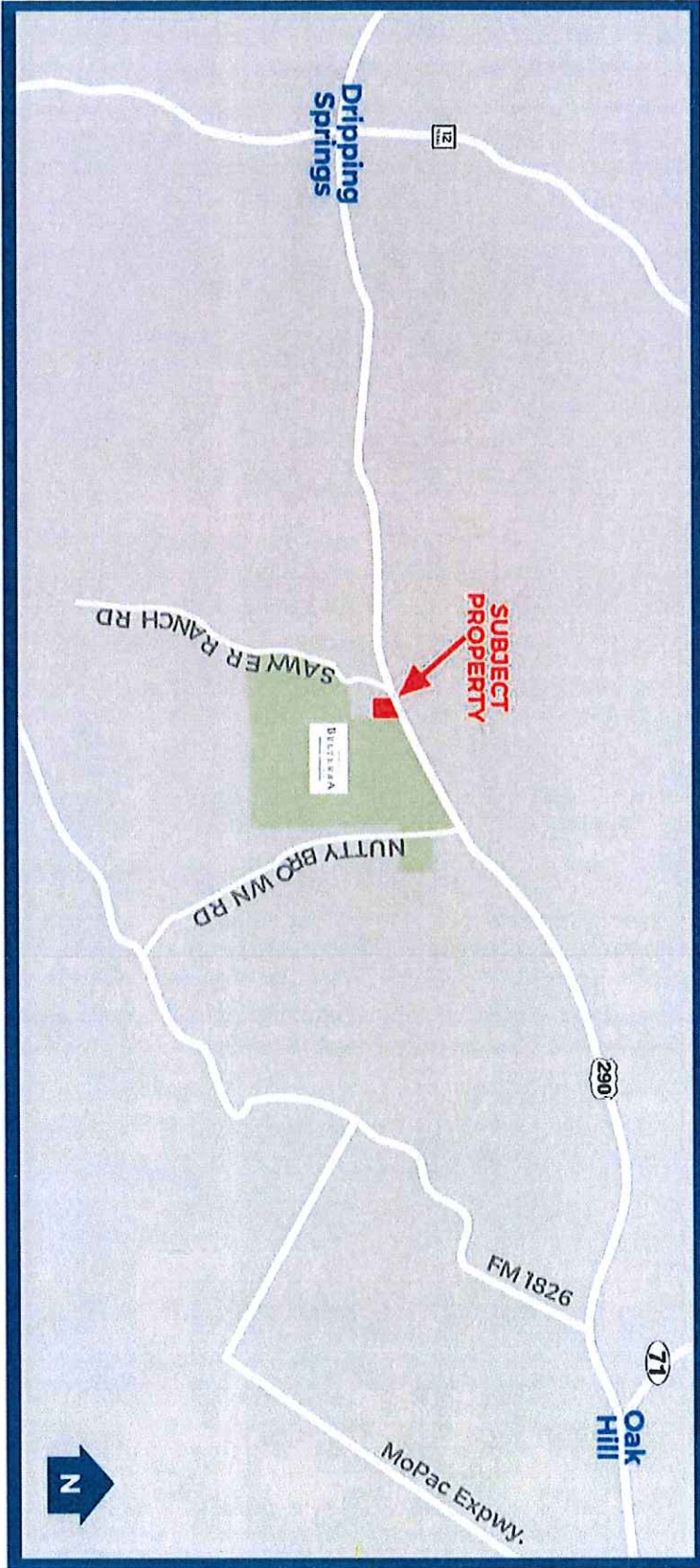
General Manager

Cc: Reuben Ramirez
Jennifer Smith
Keli Kirkley
Jennifer Riechers
Judith Coker
Pierce Powers
Stephanie Albright, Lloyd Gosselink Rochelle & Townsend, P.C.
Dennis Lozano, P.E., Murfee Engineering Company, Inc.
Ronee Gilbert, Murfee Engineering Company, Inc.



SAWYER RANCH CROSSING

RETAIL | OFFICE | MEDICAL



ITEM E



Xylem Water Solutions USA, Inc

227 S. Division St.
Zelienople, PA 16063
tel 724-452-6300
fax 724-453-2122
email bruce.wolfe@xyleminc.com

September 8, 2017

PROPOSAL NO.: S17363
TO: Curtis Jeffery
SUBJECT: Bee Caves, TX.

We are pleased to offer the following materials and services by Xylem Water Solutions USA, Inc.

This quotation has been prepared using the supplied specification.

FILTER MEDIA:

FILTER NO. 1:

475 cubic feet FILTER ANTHRACITE –
Effective Size: 0.90 mm to 1.00 mm
Uniformity coefficient: 1.40
12 Tons

FILTER NO. 2:

275 cubic feet FILTER ANTHRACITE –
Effective Size: 0.90 mm to 1.00 mm
Uniformity coefficient: 1.40
7 Tons

FILTER NO. 3:

120 cubic feet SILICA SAND –
Effective size: 0.45 mm to 0.55 mm
Uniformity coefficient: 1.40
6 Tons



600 cubic feet FILTER ANTHRACITE –
Effective Size: 0.90 mm to 1.00 mm
Uniformity coefficient: 1.40
15 Tons

FILTER NO. 4:

160 cubic feet SILICA SAND –
Effective size: 0.45 mm to 0.55 mm
Uniformity coefficient: 1.40
8 Tons

350 cubic feet FILTER ANTHRACITE –
Effective Size: 0.90 mm to 1.00 mm
Uniformity coefficient: 1.40
9 Tons

SUBMITTAL:

Materials meet and/or exceed American Water Works Association Standard B100 (latest revision) for Filtering Material. Samples and/or test reports detailing the physical and chemical characteristics of the filtering material will be provided for review and approval prior to release for shipment.

PACKAGING AND PLACEMENT EQUIPMENT:

Material will be packaged in semi-bulk containers, “Super Bags,” with lifting sleeves and bottom discharge spout, containing approximately 2,000 to 4,000 pounds per sack.

QUANTITIES:

Quantities indicated above are Xylem Water Solutions USA, Inc best calculations of the quantity requirements. Any loss of material due to storage or handling is not covered by this proposal.

PRICING:

Pricing is for shipments on or before December 22, 2017. We do not include any applicable taxes.

MANUFACTURING LEADTIME:

Please consult our factory for manufacturing lead-times.

BASIS of PRICING:



Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 90 days. Orders received more than 90 days after the date of this quotation is reviewed by Xylem Water Solutions USA, Inc. before acceptance and is subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by Xylem Water Solutions USA, Inc. and Purchase Order issuer at time of order placement.

We do not include any applicable taxes.

Orders resulting from this quotation should be addresses to Xylem Water Solutions USA, Inc. 227 S. Division St., Zelienople, PA, 16063, USA.

We propose to furnish the material described in this document for a **total selling price of \$28,685.00**, DAP. jobsite with full freight allowed to the job site.

FILTER MEDIA WARRANTY (if applicable): SELLER warrants that its filter media products will meet the standards established by the latest edition of AWWA (American Water Works Association) B100. SELLER shall be responsible for verifying that the filter media meets or exceeds the AWWA B100 Standard at the point of sale. Testing shall be by an independent laboratory, which regularly performs testing of filter media. BUYER shall notify Xylem Water Solutions USA, Inc. immediately upon discovery of any defective product. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF MEDIA UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER.

For final pricing and further information pertaining to the equipment contained in this proposal, please contact our area representative, who is:

Environmental Improvements, Inc
235 Trademark Drive
Buda, TX 78610
Phone: (512) 295-3733

Attention: Russell Creamer

Payment terms:

100% net 30 days from the date of the respective shipments of the material



Respectfully,

Xylem Water Solutions USA, Inc.

Bruce Wolfe
Bruce.wolfe@xylem.com
Sr. Sales Engineer, Leopold

Attachment: Terms of Quotation



S17363 Bee Caves, TX.

Xylem Water Solutions USA, Inc
TERMS and CONDITIONS

DEFINITIONS

Wherever used in these terms and conditions, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Buyer: _____

Seller: Xylem Water Solutions USA, Inc

Purchase Order: Buyer's initial offer to purchase equipment from Supplier dated _____ and identified by the following reference number _____.

THE FOLLOWING TERMS AND CONDITIONS are an integral part of the offer by Xylem Water Solutions USA, Inc to sell the equipment described in Proposal Number S17363 dated 9-8-17.

1. Agreement, Integration and Conflict of Terms. These terms and conditions, together with any special conditions expressly incorporated thereto in the quotation or sales form, are to govern any sale between the Seller and Buyer. The Seller shall mean the applicable affiliate of Xylem Inc. that is party to the Agreement ("Seller"). The Buyer shall mean the entity that is party to the Agreement with Seller. This writing is an offer or counteroffer by Seller to sell the goods and/or services set forth on the quotation or sales form subject to these terms and conditions and is expressly made conditional on Buyer's assent to these terms and conditions. Acceptance by Buyer is expressly limited to these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication shall not be effective or binding upon Seller unless specifically agreed to in writing by Seller; Seller hereby objects to any such conditions, and the failure of Seller to object to specific provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. Neither Seller's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. Buyer agrees that these terms and conditions, together with any accompanying quotation and any special conditions or limited process guarantees or documents referred to or included within the quotation and expressly made a part of this agreement, (e.g., drawings, illustrations, specifications, or diagrams), is the complete and final agreement between Buyer and the Seller ("Agreement"). In the case of any conflict among the foregoing documents, these terms shall take precedence with the exception of price and delivery which shall be governed by the order acknowledgment (if any) and invoice, and the warranty which shall be governed by Seller's product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.



2. Quotation, Withdrawal, Expiration. Quotes are valid for thirty (30) calendar days from the date of issuance unless otherwise provided therein. Seller reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Buyer. There is no Agreement if any conditions specified within the quotation *or* sales form are not completed by Buyer to Seller's satisfaction within thirty (30) calendar days of Seller's acknowledgement in writing of an order. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated on the quotation or sales form. Prices include standard packing according to Seller's specifications for delivery. All costs and taxes for special packing requested by Buyer, including packing for exports, shall be paid by Buyer as an additional charge. Prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, GST, VAT, or similar tax, duties or levies. Buyer shall have the responsibility for the payment of such taxes if applicable.

4. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the quotation or sales form or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Payment shall be made in the local currency where Seller's office is located and to which the order has been submitted. Payment in full is due within thirty (30) days from the invoice date unless otherwise stated in Seller's documentation. In the event payment is not made when due, Buyer agrees to pay Seller a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the contract with Buyer, the financial responsibility or condition of Buyer is such that Seller in good faith deems itself insecure, or if Buyer becomes insolvent, or if a material change in the ownership of Buyer occurs, or if Buyer fails to make any payments in accordance with the terms of its contract with Seller, then, in any such event, Seller is not obligated to continue performance under the contract and may stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the order upon written notice to Buyer without further obligation to Buyer whatsoever. If Buyer fails to make payments or fails to furnish security satisfactory to Seller, then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process. Upon default by Buyer in payment when due, Buyer shall immediately pay to Seller the entire unpaid amounts for any and all shipments made to Buyer irrespective of the terms of said shipment and whether said shipments are made pursuant to this Agreement or any other contract of sale between Seller and Buyer, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights hereunder. Buyer shall not assign or transfer this Agreement or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.

5. Title, Delivery, Risk of Loss. Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Incoterms 2010 Ex Works (Seller's plant or Distribution Center).



Title shall pass when risk of loss transfers. Seller shall not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, including without limitation loss of profits or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer shall reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to, storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery shall be made on delivery into storage as though goods had been delivered in accordance with the order.

Related Party Buyers are defined as Buyers, directly or indirectly, owned more than 50% by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the USA to Related Party Buyers, title and risk of loss for the material shall pass to the Related Party Buyer at the port of destination. Incoterm 2010 shall be DAP (Destination). Related Party Buyer shall be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the USA, delivery and transfer of risk of loss shall be Incoterm 2010 FCA (Seller's plant or Distribution Center) unless otherwise specified. Title shall pass when the risk of loss passes to Buyer.

Buyer grants to Seller a continuing security interest in and a lien upon the products and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller pursuant to this Agreement and all such other sales, and Buyer shall have no right to sell, encumber or dispose of the products. Buyer shall execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

6. Warranty. For goods sold by Seller to Buyer that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For goods sold by Seller to Buyer for any other purpose, Seller warrants that the goods sold to Buyer hereunder (with the exception of membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) be built in accordance with the specifications referred to in the quotation or sales form, if such specifications are expressly made a part of this Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever shall occur first, unless a longer period is provided by law or is specified in the product documentation (the "Warranty"). For services, the warranty period shall be three (3) months from the date of invoice unless otherwise expressly set forth in the quotation or sales form or order acknowledgment.

Except as otherwise provided by law, Seller shall, at its option and at no cost to Buyer, either repair or replace any product which fails to conform with the Warranty; provided, however, that under either



option, Seller shall not be obligated to remove the defective product or install the replaced or repaired product and Buyer shall be responsible for all other costs, including, but not limited to, service costs, shipping fees and expenses. Seller shall have complete discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall constitute a waiver of its rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the balance of the warranty period on the parts that were repaired or replaced. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days of the date when any defects are first manifest. Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with products supplied by Seller hereunder. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER. IN NO EVENT IS SELLER LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

7. Inspection. Buyer shall have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site ("Site"), Buyer shall notify Seller in writing of any nonconformity of the goods with this Agreement within three (3) days from receipt by Buyer, unless a shorter period is required in Seller's quotation. For all other deliveries, Buyer shall notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice shall constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.



8. Seller's Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY SHALL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

9. USED EQUIPMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, USED EQUIPMENT IS SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE EQUIPMENT, OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER SHALL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel or suspend this Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond Seller's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefor and of the probable duration and consequence thereof. Seller shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

11. Cancellation. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge." Return of goods shall be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.



Notwithstanding anything to the contrary herein, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or if Buyer fails to make payment when due under this Agreement, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to Buyer to upon Buyer's acceptance of this Agreement. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.

13. Proprietary Information, Injunction. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm. Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. In the event Buyer has engaged Seller to provide an engineer for start-up supervision, such engineer will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at



Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications; Back-charges. Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

16. Buyer Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Minimum Order. Seller reserves the right to refuse to process any order that does not meet quantity requirements that Seller may establish for any given product or group of products.

18. Quality Levels. Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify its requirements, as approved in writing by Seller, and pay any additional costs that may be applicable.

19. Product Recalls. In cases where Buyer purchases for resale, Buyer shall take all reasonable steps (including, without limitation, those measures prescribed by the seller): (a) to ensure that all customers of the Buyer and authorized repairers who own or use affected products are advised of every applicable recall campaign of which the Buyer is notified by the Seller; (b) to ensure that modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programmes or otherwise are made with respect to any products sold or serviced by Buyer to its customers or authorized repairers. The reimbursement of Buyer for parts and labor used in making those modifications shall be as set forth in the campaign or program instructions. Without the prior consent of the Seller, the Buyer shall not disclose to any third party the information contained in service campaign, recall campaign or service programme literature. Should Buyer fail to perform any of the actions required under this section, Seller shall have the right to obtain names and address of the Buyer's customers and shall be entitled to get into direct contact with such customers.

20. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

21. Export Regulation. Seller's products, including any software, documentation and any related technical data included with, or contained in, or utilized by such products or deliverables, may be subject to applicable



export laws and regulations, including United States Export Administration Regulations, and Buyer shall comply with all such applicable laws and regulations. In particular, the Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any product to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any product is prohibited by applicable law, regulation or rule. The Buyer shall be responsible for any breach of this Section 20.

22. Titles. The section titles are for reference only, and shall not limit or restrict the interpretation or construction of this Agreement.

23. Waiver. Seller’s failure to insist, in any one or more instances, upon Buyer’s performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer’s performance in any other regard.

24. Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

AGREEMENT TO PURCHASE: BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.

(BUYER)

Xylem Water Solutions USA, Inc

BY: _____

BY: _____

_____, 20 _____

_____, 20 _____



Roberts Water Technologies, Inc.
 A Subsidiary of The Roberts Filter Group
 214 North Jackson St.
 Media, Pennsylvania 19063
 (610) 583-3131 Fax: (610) 583-0117

QUOTE #: SFQ-17-0804-T **DATE:** 8/4/2017
 Rev 1 (Anthracite Changes) 1-Sep-17

REFERENCE: WTCPUA Anthracite

TO: West Travis County Public Utility Agency
 12117 Bee Cave Rd
 Bee Cave, TX 78738
 Attn: Mr. Curtis Jeffrey
 P 512-765-3207
 Email: cjeffrey@wtcpua.org

IN REPLY TO **DATED:** 3-Aug-17
YOUR INQUIRY: e-mail

FOR SHIPMENT TO: West Travis County, TX

QUANTITY	DESCRIPTION	PART OR DWG. NO.	TOTAL GROSS WEIGHT	UNIT PRICE	TOTAL PRICE
	Roberts is pleased to offer the following materials for topping off the media in the existing filters.				
120	CF Sand, 0.45 -0.55 mm, SpGR 2.5, UC=1.4, 3"	Filter 3			
160	CF Sand, 0.45 -0.55 mm, SpGR 2.5, UC=1.4, 4"	Filter 4			
	Total price for sand above				\$3,600.00
475	CF Anthracite, 0.90-1.00mm, SpGr 1.4 min 1.7 max, UC=1.5, 12"	Filter 1			
275	CF Anthracite, 0.90-1.00mm, SpGr 1.4 min 1.7 max, UC=1.5, 7.1"	Filter 2			
600	CF Anthracite, 0.90-1.00mm, SpGr 1.4 min 1.7 max, UC=1.5, 15"	Filter 3			
350	CF Anthracite, 0.90-1.00mm, SpGr 1.4 min 1.7 max, UC=1.5, 9"	Filter 4			
	Total Price for anthracite above				\$27,100.00
	Above prices include freight to jobsite				
	Total				\$30,700.00

PRICES QUOTED ARE FIRM FOR 30 DAYS SUBJECT TO ROBERTS STANDARD TERMS & CONDITIONS

SHIPMENT ESTIMATED 2 to 3 weeks AFTER
 ACKNOWLEDGMENT OF ORDER AND/OR APPROVAL TO PROCEED.
 TERMS OF PAYMENT: NET 30 See attached terms.
 SHIPMENT TO BE PREPAY AND ALLOWED

Roberts Water Technologies, Inc.

BY

Warren Ringler

ACCEPTED FOR

F.O.B. SHIPPING POINTS, PREPAY AND ADD

F.O.B. SHIPPING POINTS, PREPAID AND ALLOWED TO JOBSITE

BY

DATE

STANDARD TERMS & CONDITIONS OF SALE**1. QUOTATIONS**

Seller may make quotations verbally or in writing. Verbal quotations which are not confirmed in writing by Seller shall expire in five (5) calendar days unless Seller receives Buyer's purchase order within that period. Written quotations, including written confirmations of verbal quotations, shall expire automatically within thirty (30) calendar days after the date of quotation unless Seller receives Buyer's purchase order within that period. Acceptance of Seller's quotation by Buyer is expressly limited to the terms contained herein. The terms and conditions set forth herein represent all of the promises, covenants, agreements, conditions and understandings between Buyer and Seller and supersede all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, relating to the sale and purchase of the goods covered hereby.

2. ACCEPTANCE OF PURCHASE ORDERS

Purchase orders shall be made out to Roberts Water Technologies, Incorporated (herein called the "Seller"), Darby, PA, and shall be, notwithstanding any contrary language of Buyer's purchase order, subject to acceptance by an authorized employee at the seller's Darby, PA Plant.

3. TAXES

Unless otherwise noted, prices are exclusive of any taxes, including but not limited to local, State, Provincial, Federal Sales, Use or Manufacturer's Taxes or Customs and Duties of any sort; and such are to be borne by the Buyer.

4. CREDIT AND PAYMENT

- (a) The prices set forth on the quotation attached hereto constitute the effective prices, notwithstanding any price lists, prior quotations of prices or prices set forth in any purchase order.
- (b) In the United States and Canada, payment terms are net thirty (30) days from date of shipment or, if delivery is delayed by an act of Buyer, thirty (30) days from date material is ready for shipment.
- (c) If Buyer is located outside the United States or Canada, special terms may be available.
- (d) Any amounts not paid when due shall incur a service charge of 1-1/2% per month (18% per annum) until paid in full. Buyer shall pay all expenses incurred in collecting delinquent accounts, including attorneys' fees.
- (e) All credit and terms of payment are subject to approval of the Seller's Credit Department.
- (f) Buyer will be invoiced and make payment, according to the above terms, for partial shipments.
- (g) Buyer may not assign rights and purchase orders without Seller's written consent.

5. SHIPMENTS

- (a) Statements as to the expected dates of shipment represent Seller's best judgment, but shipment on those dates is not guaranteed. Failure to deliver pursuant to said shipment dates for any reason whatsoever whether in Seller's control or not shall not be cause for cancellation by Buyer or for the assertion of damages of any kind whatsoever including, but not limited to, consequential damages, against Seller.
- (b) Costs for demurrage, cartage, and unloading material between points of delivery by carrier and jobsite are borne by Buyer.
- (c) On shipments F.O.B. Seller's Plant or point of manufacture, it is the Buyer's responsibility to inspect and accept materials and enter and prosecute any claim for loss or damage during shipment.
- (d) Buyer may not reject, in whole or in part, Seller's goods without Seller's written consent and Buyer waives all incidental and consequential damages from any defect in the product during delivery. Buyer's sole remedy is Section 7 Warranty below.

6. TITLE

All goods purchased hereunder are shipped F.O.B., Darby, PA or point of manufacture. Title to the products and all risk of loss or damage with respect thereto shall pass to and be borne by Buyer upon delivery by Seller to the carrier. All shipping and insurance charges shall be borne by Buyer, and where prepaid by Seller shall be included in the invoice for the goods shipped. To secure payment by Buyer of the amounts due to Seller under this or any other contract between Seller and Buyer, Buyer hereby grants to Seller a security interest in the goods purchased hereunder. Buyer agrees to execute, deliver, and file any financing statements, security agreements or other documents, and to do any and all acts, which are requested by Seller to perfect, continue perfected, or evidence such security interest and any other security interests granted to Seller hereunder.

7. WARRANTY

- (a) If it is established, within one year after delivery to the Buyer, that any material or workmanship was defective at time of shipment, Seller will, at Seller's option, repair or replace such goods. The foregoing shall constitute the exclusive remedy of Buyer. It is expressly understood that Seller will not be liable for any special, indirect or consequential damages, losses or expenses arising in connection with the use or inability to use Seller's equipment for any purpose.

SELLER DISCLAIMS AND MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT AS SET FORTH HEREIN, AND HEREBY SPECIFICALLY NEGATES ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER. BY SUBMITTING PURCHASE ORDER, BUYER AGREES THAT SELLER MAKES NO IMPLIED WARRANTIES AND ALL IMPLIED WARRANTIES ARE SPECIFICALLY EXCLUDED.

- (b) To return a product purchased hereunder in connection with the assertion of a claim under the foregoing expressed warranty, the Buyer must obtain a return authorization from Seller prior to returning such product and must pay the costs of return transportation. Such transportation costs will be reimbursed to the Buyer by Seller only upon verification of the propriety of the claim by Seller.

8. FIELD SERVICE

Unless otherwise noted in the quotation, the services of a serviceman or field engineer are not included in the quoted price. Service may be available upon payment of current per diem rates plus all travel and living expenses.

9. CANCELLATION

Deferment or cancellation of an order by Buyer will be accepted only on prior written agreement by and reimbursement to Seller for incurred expenses. Seller shall confirm any such oral notice in writing within five (5) days. Upon such cancellation, Seller shall have no further obligation with respect to this contract nor shall Seller be liable for damages of any kind, including, but not limited to, consequential damages, provided, however, that cancellation shall not be deemed a waiver of Seller's rights to demand performance by Buyer of any obligation of Buyer pursuant hereto, accrued up to the date of cancellation.

10. GOVERNING LAWS

These terms and conditions shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

11. FORCE MAJEURE

Seller shall not be liable for any failure to discharge its obligations hereunder due to strikes, differences with workmen, accidents, Acts of God, fires, or shutdowns of its manufacturing plant or plants supplying it, orders of requirements of the United States Government, embargoes, inability to secure transportation facilities, or other contingencies beyond the control of Seller, including, but not limited to, those arising out of or due to national defense activities, or emergency conditions.

DOMESTIC FIELD SERVICE TERMS & CONDITIONS

1. AUTHORIZATION

Two to four weeks, prior to notice in writing to Roberts Water Technologies, Inc. ("Roberts") is normally required in requests for service by a Roberts' field representative. Services shall not commence without an acceptable Purchase Order. Services performed shall be limited to the maximum dollar amount or time authorized in the Purchase Order. Robert's will normally notify the customer when the amount of services performed have reached 75% or more of the maximum amount authorized in the Purchase Order. Additional written authorization in the form a supplemental Purchase Order is required in order to obtain services in excess of the maximum amount authorized in the original Purchase Order.

2. RESPONSIBILITY

Unless otherwise specifically authorized in writing, the field service representative shall act only in an advisory capacity, interpreting drawings, recommending sequence of work in erection, installation, start-up, and repairs, or other services specifically included in Roberts' proposals. The Roberts field representative shall not be responsible for any acts of omission, commission, or the quality of workmanship of other than Roberts' field employees. The representative shall not be responsible for any deficiencies caused by employees, contractors, subcontractors or agents of the Owner failing to follow the instructions or advice of the representative. If Roberts requests, Customer shall execute an agreement indemnifying Roberts from any and all claims against field representative.

3. REPORTS

For acknowledgment purposes, Daily Time Summary Reports prepared by Roberts' service representative require the signature of the Customer's job superintendent, or other authorized individual, acknowledging receipt. Any differences in interpretation of warranty responsibilities shall be indicated on each appropriate daily report.

4. RATES

The hourly rate for a Roberts' service representative, whether straight time or overtime, is determined by the day of the week, and/or time of the week that the service is performed, according to the following:

- (a) **Straight Time:** Straight time is defined as time worked on a regular schedule of eight hours per day; between 7:00 AM and 6:00 PM - Monday through Friday, or for time worked on any other agreed upon schedule of eight hours per day, Monday through Friday. Each hour of straight time shall be paid at the straight time rate.
- (b) **Overtime:** Overtime is defined as time worked in excess of or at times other than the regular straight time rate, except that hours worked in excess of sixteen per day, Monday through Saturday, and any hours worked on Sundays and holidays, shall be paid at two times the straight time rate. A "holiday" is any day observed by Roberts as a holiday.

NOTE: STRAIGHT TIME AND OVERTIME RATES MAY BE ESTABLISHED ON A DAILY, WEEKLY OR MONTHLY BASIS, IF APPROPRIATE, RATHER THAN ON THE HOURLY BASIS UNDER SUB-PARAGRAPH (A), ABOVE.

- (c) **Standby:** Standby time is defined as time, up to eight hours per day, Monday through Friday, during which the field service representative, during the course of his assignment is available for work, but is not working because of circumstances beyond Roberts' control. Each hour of standby time shall be paid at the straight time rate.

NOTE: SHORTAGES OF MINOR ITEMS SUPPLIED BY ROBERTS SHALL NOT BE DEFINED AS STANDBY TIME CHARGEABLE TO ROBERTS.

5. TRAVEL TIME

Travel time is charges at the straight time rates. Travel time to the jobsite destination may be dependent upon particular skills required to perform start-up and availability of the person closest to the particular jobsite, but may vary and shall be at Roberts' discretion. The maximum travel time charged within the Continental U.S. shall be eight hours in each direction.

6. EXPENSES

Roberts shall be paid, by the customer, upon invoicing by Roberts, for travel, living and incidental expenses as follows:

- (a) **Travel Expenses:** If the field service representative uses a personal or Company automobile for transportation to the jobsite and return, or for daily work transportation, travel expenses shall be calculated at Roberts' mileage rate prevailing at the time for such use, plus all tolls. If the field service representative does not use a personal or Company automobile, the actual cost of transportation (air or train fare, etc.) from/to Darby, PA shall be paid. Air or rail transportation will ordinarily be in coach, tourist or economy class accommodations. First class accommodations will only be used under special circumstances, e.g. unavailability, or unsuitability of lesser accommodations.
- (b) **Living Expenses:** Roberts shall be paid, upon billing, for field service representative's lodging, meals and any other incidental expenses, related to the job, while the field service representative is at the jobsite, and while traveling to and from the jobsite.

7. INVOICING

Invoices shall be rendered on a monthly basis and shall be payable within thirty (30) days. Roberts Water Technologies, Inc. reserves the right to refuse to provide field service for an account that is overdue. After (30) days, invoices past due shall be subject to finance charge of 1-1/2% per month (18% per annum) and Customer agrees to pay all costs of collection incurred by Roberts, including attorney's fees.

V. STAFF REPORTS

General Manager's Report
October 19, 2017

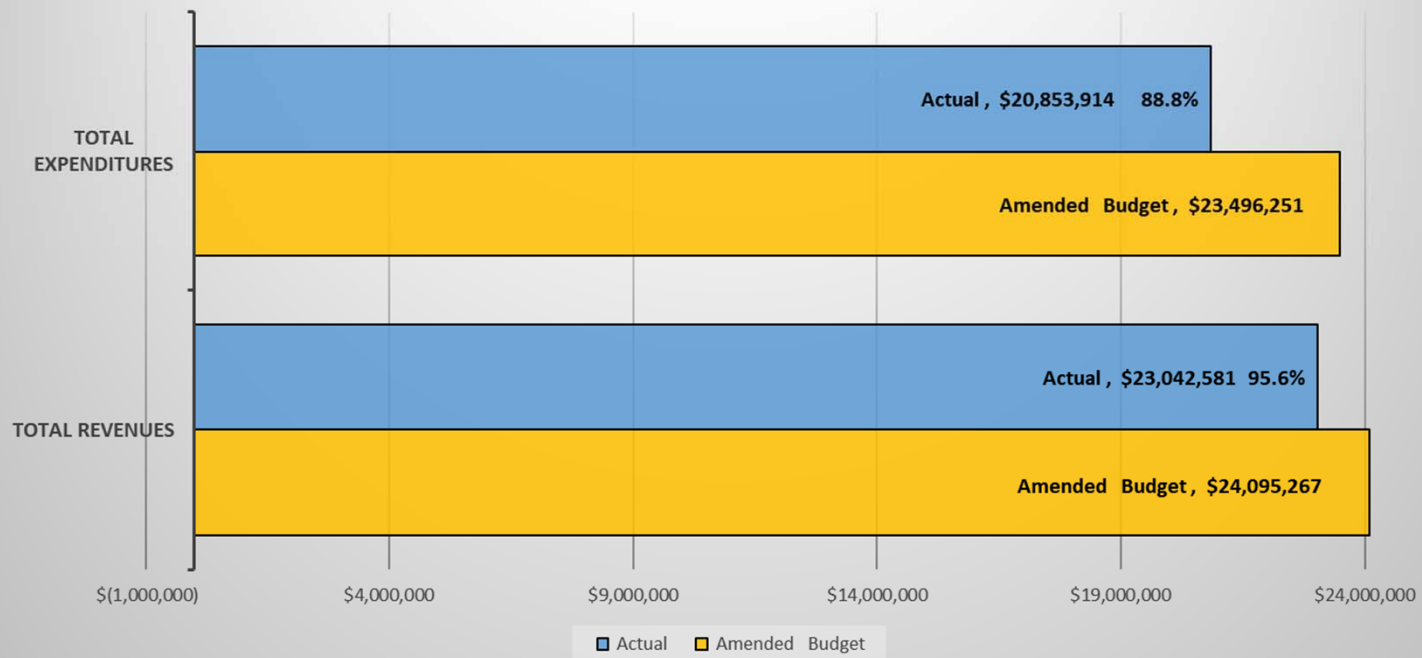
1. TCEQ Water Compliance inspection, September 19, 2017. No violations.
2. Lakepointe WWTP Pre-Construction Meeting on September 22, 2017.
3. Meeting with CCNG on September 22, 2017 to plan East Village Water Tie-in completed on September 27, 2017.
4. Meeting with Murfee Engineering and Operations to review Raw Water Pump Station upgrade project on September 25, 2017.
5. Meeting with LCRA to discuss TWDB water planning data on September 25, 2017.
6. Monthly Customer Service meeting on September 25, 2017.
7. General credit card policy including guidelines for meal purchases issued September 26, 2017.
8. Policy for IT Technical Assistance requests issued on September 27, 2017.
9. Responded to four customer high water bill complaints on September 27, 2017.
10. Met with Laura Gunia of Falconhead GC and Jennifer Riechers on September 27, 2017 to review effluent invoices.
11. Monthly Operations meeting with CCNG on September 28, 2017 to review:
 - a. Draft Beneficial Reuse Agreement.
 - b. Transfer and conveyance of easements from LCRA/CCNG to PUA/CCNG.
 - c. Spanish Oaks Section VII 30% reimbursement.
12. Meeting with Murfee Engineering on September 28, 2017 to review Service and Development Policy - Water Quality.
13. Belterra Village Construction meeting September 29, 2017.
14. Meeting with Backyard and Terrace Project representatives on October 3, 2017. SER approved in 2015. Customer is moving forward with plan submission for approval.
15. Approved Halff and Associates Water Quality Review for Provence on October 6, 2017.
16. Meeting with AESA Prep Academy – Water SER – October 10, 2017.
17. Conference call on MUD 5 – PUA Raw Water Line MOU October 10, 2017.

18. Finalized Austin-JAVA NSSA on October 10, 2017.
19. Tank and Pump Station Coating Improvements - Non-Mandatory Pre-Bid October 11, 2017.
20. Clarification to leave policy issued October 11, 2017.
21. Working with Engineering and Operations to synchronize Home Depot Pump Station with new 1280 Storage Tank for system flow and pressure.
22. Working on developing NSSA for Burba Property SER, and Amendments to Highpointe 5.3 and Parten Ranch Agreements.
23. Engineering Department Procedures in place to ensure timely responses to phone calls, emails, SERs, construction plan reviews, and other technical requests. Using Murfee Engineering to assist in interim.
24. Caught up on SER and plan reviews. Currently working on backlog of construction close out document reviews and issuing Conveyance Agreements:
 - a. Highpointe 5.3.
 - b. Park at Bee Cave, Phase 1.
 - c. Austin Java.
 - d. Lakes Edge.
 - e. Gateway to Falconhead.
 - f. Summit 56 d/b/a Bee Cave Retail Lot 4 (15500 West State Highway 71).

ITEM B

Controller Report-October 19, 2017
West Travis County Public Utility Agency

**General Operating Fund
Budget to Actual
Eleven Months Ended August 31, 2017**



**Budget to Actual Schedule
General Operating Fund
For the Eleven Months Ended August 31, 2017**

	YTD Actual	Annual Budget	% of Annual Budget	Comments
<u>Revenues:</u>				
Water	\$ 18,321,130	\$ 18,974,046	96.6%	
Wastewater	4,628,090	4,861,827	95.2%	
Inspection & SER Fees, net	82,697	247,517	33.4%	
Interest Income & Other	10,664	11,877	89.8%	
Total Revenues	\$ 23,042,581	\$ 24,095,267	95.6%	
<u>Expenditures:</u>				
Water	\$ 3,511,481	\$ 4,010,814	87.6%	
Wastewater	1,347,384	1,390,281	96.9%	
Professional Services				
Litigation	187,658	500,000	37.5%	
General Counsel	180,946	275,000	65.8%	
Engineering	277,373	194,886	142.3%	emerg interconnect, loop line, raw water intake
Rate Consultant	18,831	90,000	20.9%	
Bookkeeping	121,575	75,000	162.1%	100% in house starting Aug
Auditor	75,000	75,000	100.0%	
Other	8,452	-		
IT Support Services	53,471	36,000	148.5%	new contract starting Aug
Public Relations	4,656	20,000	23.3%	
Salaries and Benefits	2,393,344	2,791,000	85.8%	
Capital Outlay	345,277	464,139	74.4%	crane truck, bobcat, backhoe, pumps
Occupancy	181,138	168,610	107.4%	
Insurance	144,466	149,828	96.4%	
Spillman Lease	93,000	93,000	100.0%	
Office Equipment & Software	19,050	42,246	45.1%	
Other	386,484	346,687	111.5%	
Bad Debt Expense (Recovery)	(31,546)	189,170	-16.7%	
Transfers to Facilities Fund	2,307,175	2,516,918	91.7%	
Transfers to Debt Service Fund	9,228,699	10,067,672	91.7%	
Total Expenditures	\$ 20,853,914	\$ 23,496,251	88.8%	
<u>Excess (Deficit)</u>	\$ 2,188,667	\$ 599,016		

Balance Sheets
All Funds-Modified Accrual Basis
As of August 31, 2017

	General Operating Fund	Debt Service Fund	Facilities Fund	Rate Stabilization Fund	Impact Fee Fund	Capital Projects Fund	Total
Assets:							
Cash equivalents and CDs	\$ 10,827,628	\$ 13,989,417	\$ 3,518,294	\$ 2,972,842	\$ 27,056,587	\$ 25,273,074	\$ 83,637,842
Accounts receivable, net	4,829,092	-	-	-	-	-	4,829,092
Due from other funds	51,766	2,195,424	2,307,175	-	493,254	-	5,047,619
Other assets	20,297	3,532	-	-	-	-	23,829
Total Assets	15,728,783	16,188,373	5,825,469	2,972,842	27,549,841	25,273,074	93,538,382
Liabilities:							
Accounts payable	124,643	-	724	-	-	4,515	129,882
Accrued expenses	254,835	-	-	-	-	-	254,835
Due to other funds	4,478,374	-	51,766	-	517,479	-	5,047,619
Deposits	546,175	-	-	-	764,181	-	1,310,356
Total Liabilities	5,404,027	-	52,490	-	1,281,660	4,515	6,742,692
Fund Balances-Beginning	8,136,089	17,021,152	5,713,574	2,972,597	20,316,710	27,269,329	81,429,451
Excess (Deficit)-YTD	2,188,667	(832,779)	59,405	245	5,951,471	(2,000,770)	5,366,239
Fund Balances-Ending	\$ 10,324,756	\$ 16,188,373	\$ 5,772,979	\$ 2,972,842	\$ 26,268,181	\$ 25,268,559	\$ 86,795,690
Required Reserves and Transfers	\$ (6,367,892)	\$ (15,467,839)	\$ 209,743	\$ (2,659,588)	\$ (517,479)	\$ -	\$ (24,803,056)
Available Fund Balances	\$ 3,956,864	\$ 720,534	\$ 5,982,722	\$ 313,254	\$ 25,750,702	\$ 25,268,559	\$ 61,992,634

General Fund Liquidity Ratio
Current Assets/Current Liabilities = 2.91

As of August 31, 2017 all minimum required reserve fund balances and fund transfers are expected to be fully funded at the end of the fiscal year. The agency's cash position and liquidity ratio is healthy.

ITEM C


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 11th, 2017

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

FROM: Dennis Lozano, P.E. 

RE: Capital Improvements Plan Projects Update – October 2017

CC: Robert Pugh, P.E. – WTCPUA General Manger
George Murfee, P.E.

MEC File No.: 11051.120

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

Raw Water Line No. 2

The final EA & HCP have been submitted to USFWS for administrative processing, which will include a 30-day public comment period will begin administrative processing of the 10(a) Incidental Take Permit (ITP). The ITP is expected to be issued in the 60-day timeframe.

Plan sheets have been produced for use in establishment in the field of the precise alignment and field work is nearly complete for the segment of the alignment through the Lake Pointe subdivision. WTCMUD Nos. 3 & 5, the Lake Pointe HOA, and the Lake Travis ISD have appointed representatives to work on the respective issues associated with each landowner. A dialogue on the alignment of the pipeline as well as easements will be ongoing during the design process. An update on easement issues is provided under separate cover.

Wastewater Permit Major Amendment

A draft submittal package for the major amendment application including the direct potable reuse disposal mechanism has been prepared and undergone final review. Several pieces of information

requested from the WTCPUA remain pending and we are working with WTCPUA staff to obtain the required information for submittal.

1080 Bee Cave Transmission Main Preliminary Engineering

The final sealed Preliminary Engineering Report has been delivered. A proposal to begin easement acquisition ahead of design services will be brought before the Board at the November regular meeting.

Beneficial Water Recycling Project

The sampling protocol is ongoing and results are being catalogued and digitized as they are received. Equipment specification and site layout in preparation for mechanical section drawings for the treatment process is ongoing. Feasibility analysis of a floating solar array at the Bohls site has been completed.

1340 Transmission Main

Easement procurement is nearing completion. All approvals have been issued pending Hays County Commissioner's Court approval of the consent item at the next regular meeting. Negotiations with the developer of Ledgestone, a party to the *Agreement Concerning Construction of 20" Waterline*, regarding the alignment on their property have arrived at a solution that appears to satisfy all requirements and easements for that portion have been executed.

1340 Elevated Storage Tank

Final preparation of the construction plans and contract documents is complete. The project has begun advertisement and a Recommendation of Award is anticipated to be brought to the Board for consideration at the November regular meeting.

SH71 1280 Elevated Storage Tank

The only outstanding item is establishment of permanent revegetation. A final walkthrough with the City of Bee Cave has been scheduled and final closeout of the project is anticipated for the November regular Board meeting.

Raw Water Intake Expansion and Rehabilitation

Final preparation of the construction plans and contract documents is complete. The project has begun advertisement and a Recommendation of Award is anticipated to be brought to the Board for consideration at the November regular meeting.

Bohls WWTP Expansion Design

Unit process sizing is ongoing. A base map of the site has been consolidated and is being evaluated for process layout. The effort is informing and in coordination with the TLAP Major Amendment Project.

Southwest Parkway Pump Station Expansion

Conceptual design is complete and a site plan exemption request was submitted to the City of Austin which was denied. A very productive meeting was held with City of Austin Development Review management and a Ch. 245 application has been made based on a Waterway Development Permit

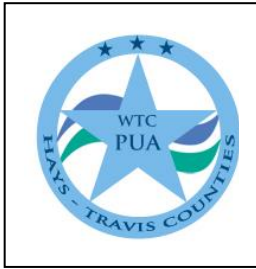
granted to the Uplands Water Company in the 1980s. The permit file was located in City of Austin records and formed the basis for the application. Two of the member of the Ch. 245 review committee were at the meeting and we are hopeful that the request will be granted, given that all the qualifications for Ch. 245 “grandfathering” are met.

CIP PROJECTS SUMMARY TABLE

Project	Phase	Original Budget	Total Change Orders	Revised Budget*	Percent Complete (Phase)	Estimated Completion Date	
						Phase	Project
Raw Water Line No. 2	Permitting	\$495,560	\$52,900	\$548,460	99%	Q3 2017	Q1 2019
	Design	\$350,707	N/A	N/A	35%	Q1 2018	Q1 2019
Wastewater Permit Major Amendment	Pre-submittal	\$51,000	\$99,000	\$150,000	99%	Q3 2017	2018-2019
1080 Bee Cave Transmission Main	Preliminary Engineering	\$103,500	N/A	N/A	100%	Q3 2017	Q4 2018
Beneficial Water Recycling Project	Permitting & Design	\$475,000	N/A	\$475,000	80%	Q2 2018	Q4 2018
1340 Transmission Main	Permitting & Design	\$230,730	N/A	\$230,730	99%	Q3 2017	Q2 2018
1340 Elevated Storage Tank	Permitting & Design	\$363,000	N/A	\$363,000	100%	Q3 2017	Q4 2018
SH71 1280 EST	Construction	\$1,700,000	\$33,816	\$1,900,000	100%	Q1 2017	Q4 2017
RWI Expansion & Rehab	Design	\$117,480	N/A	\$117,480	100%	Q3 2017	Q2 2018
Bohls WWTP Expansion	Permitting & Design	\$481,000	N/A	\$481,000	18%	Q2 2018	Q3 2019
SWPPS Expansion	Permitting & Design	\$161,000	N/A	\$161,000	75%	Q4 2017	Q3 2018

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

ITEM D



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, Texas 78738
Office: 512/263-0100
Fax: 512/263-2289
wtcpua.org

Operations Report

October 11, 2017

Executive Summary

Lake Pointe Wastewater Plant Improvement Project is scheduled to begin this month. Primespec Construction will install new mechanical step screen, new pump guild rail system, and modify chlorine contact basin. Staff is working on draining the EQ basin to coordinate roof repairs with a separate contractor. The cleaning and repair of the EQ roof will need to be synchronized with Primespec to ensure everyone's work schedule runs smooth.

Critical Issues

A 20-inch water main at Belterra Village Project will need to be adjusted. The line was damaged last month by contractors. Design plans are in process to lower the water line. Staff performs periodic site visits to ensure line is stable.

Noteworthy Events

Mr. Javier Rangel obtained his CSI license from the TCEQ. He is the 3rd employee to hold a CSI license within the organization.

Environmental Compliance

All TCEQ compliance parameters were within State limits during the month of September 2017. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

Process Overview of Month:

Water Treatment Plant	Actual
AVG Raw Water	9.28 MGD
AVG Treated Water	9.43 MGD
PEAK Treated Water	12.92 MGD
AVG CFE Turbidity	0.12 NTU
AVG Chlorine	2.77 mg/l

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.437 MGD	0.675 MGD
MAX Flow	0.563 MGD	
AVG BOD	1.75 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/l
AVG NH3	0.14 mg/l	2 mg/l
AVG Turbidity	1.00 mg/l	3 mg/l

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.194 MGD	0.325 MGD
MAX Flow	0.281 MGD	
AVG BOD	1.63 mg/l	5 mg/l
AVG Fec.Coli	11.13 mg/l	20 mg/l
AVG NH3	0.05 mg/l	2 mg/l
AVG Turbidity	1.00 mg/l	3 mg/l

Other Performance Measures

During the month of August approximately 273,000 gallons of water were flushed from different areas of the system. The flushing program moves water through the system and helps improve water quality.

45 fire hydrants were surveyed and inspected. 23 of those hydrants were re-painted. Original hydrant colors vary between red, silver, brown, and green.

Public Relations

The Lego Robotics youth group is scheduled for another tour of the water plant. A small group of children and adults will visit the plant Friday, October 27th at 3:00 pm.

Safety Performance

There were zero reportable injuries for the month of September.

Safety topic(s) this month:

- Confined Space Entry
- Back Safety

Security

No security issues to report.

Personnel

Mr. Christopher Pangman began working October 4th as a wastewater plant operator. Mr. Pangman has a wide range of experience in the wastewater industry and is licensed in the State of New York, California, and Texas. He holds a B Wastewater license from TCEQ.

Mr. Walter Andrews is another new hire scheduled to begin November 6th. He will fill the Pump and Electrical Technician position. Mr. Andrews is a licensed journeyman electrician with over 18 years of experience in the industry.

Miscellaneous

- Unit 1 filter valves at the WTP were replaced. These valves have been out of operation manually for several years. Automating these valves provide better filtering efficiency of effluent water and better sludge handling.
- Media replacement for Unit 3 is recommended. The new anthracite will help the filtration process and improve filter run times.
- All non-exempt employees will begin wearing standardized uniforms in the attempt to add more uniformity. Employees shall be issued one style of shirt and have a color choice of either blue or khaki. Employees currently wear a variety of different styles and colors.

West Travis County Public Utility Agency Billing Summary Report



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



**Summary of Retail Billed Revenues
Water Utility**

Bee Cave District	August 7/10-8/9	September 8/10-9/09	October 9/10-10/7	November 10/8-11/8	December 11/9-12/8	January 12/1-1/9	February 1/10-2/8	March 2/9-3/9	April 3/10-4/7	May 4/8-5/9	June 5/10-6/8	July 6/9-7/10	August 7/11-8/8	12 Month Total
Commercial Water	\$ 42,134	\$ 36,112	\$ 28,666	\$ 29,799	\$ 25,020	\$ 19,143	\$ 18,445	\$ 21,223	\$ 26,176	\$ 23,768	\$ 25,066	\$ -	\$ 32,160	\$ 327,712
Commercial Base Water	21,085	21,102	21,123	21,560	21,651	21,660	21,900	22,059	22,071	22,071	22,225	-	23,369	\$ 261,877
Fire Hydrant Water	6,096	7,510	9,389	9,946	4,736	3,436	2,853	8,870	4,787	13,093	8,460	-	7,805	\$ 86,981
Multi Use Water	48,292	47,092	47,430	47,704	48,522	52,242	54,139	52,519	51,252	48,805	50,937	-	49,764	\$ 598,698
Residential Base Water	115,799	115,778	115,705	118,096	118,075	118,081	118,029	118,359	118,567	118,891	118,979	-	119,439	\$ 1,413,797
Residential Water	617,939	376,263	314,945	351,055	165,812	129,095	127,495	135,963	168,779	271,360	306,364	-	484,033	\$ 3,449,102
Irrigation Water	154,297	95,339	94,449	104,500	94,394	29,766	24,522	31,908	50,628	61,039	74,031	-	96,201	\$ 911,074
TOTALS	\$ 1,005,642	\$ 699,197	\$ 631,708	\$ 682,660	\$ 478,209	\$ 373,421	\$ 367,384	\$ 390,902	\$ 442,259	\$ 559,027	\$ 606,062	\$ -	\$ 812,771	\$ 7,049,241

Bee Cave South	August 7/29-8/29	September 8/30-9/28	October 9/29-10/28	November 10/29-11/29	December 11/30-12/30	January 12/31-1/30	February 1/31-2/28	March 3/1-3/29	April 3/30-4/28	May 4/29-5/30	June 5/31-6/29	July 6/30-7/31	August 8/1-8/30	12 Month Total
Commercial Water	\$ 27,478	\$ 30,519	\$ 23,134	\$ 21,207	\$ 18,828	\$ 21,375	\$ 22,503	\$ 22,795	\$ 25,138	\$ 26,373	\$ 32,232	\$ 31,963	\$ 28,654	\$ 332,199
Commercial Base Water	6,021	6,071	6,156	6,239	6,747	6,872	6,965	7,026	7,026	6,972	6,972	6,972	7,026	\$ 87,068
Fire Hydrant Water	6,517	4,565	8,993	4,724	3,599	3,163	3,083	1,365	932	1,254	2,215	2,200	593	\$ 43,203
Residential Base Water	74,393	74,576	74,730	75,075	75,038	75,002	74,995	74,948	74,968	75,013	75,266	75,498	75,519	\$ 975,021
Residential Water	144,325	95,280	103,287	90,187	62,996	63,243	62,596	67,904	88,508	118,857	163,190	230,883	198,023	\$ 1,489,280
TOTALS	\$ 258,735	\$ 211,011	\$ 216,299	\$ 197,432	\$ 167,208	\$ 169,655	\$ 170,143	\$ 174,038	\$ 196,573	\$ 228,469	\$ 279,875	\$ 347,517	\$ 309,816	\$ 2,926,771

Homestead / Meadow Fox	August 7/21-8/18	September 8/19-9/19	October 9/20-10/19	November 10/20-11/18	December 11/19-12/19	January 12/20-1/19	February 1/20-2/17	March 2/18-3/20	April 3/21-4/19	May 4/20-5-18	June 5/19-6/19	July 6/20-7/19	August 7/20-8/17	12 Month Total
Residential Base Water	\$ 6,744	\$ 6,754	\$ 6,753	\$ 6,819	\$ 6,819	\$ 6,862	\$ 6,751	\$ 6,916	\$ 6,915	\$ 6,913	\$ 6,923	\$ 6,911	\$ 6,915	\$ 88,995
Residential Water	16,580	18,145	9,222	8,553	6,889	8,121	5,054	5,933	10,417	10,379	9,614	10,852	12,656	\$ 132,414
TOTALS	\$ 23,324	\$ 24,900	\$ 15,975	\$ 15,372	\$ 13,707	\$ 14,983	\$ 11,805	\$ 12,849	\$ 17,331	\$ 17,292	\$ 16,537	\$ 17,763	\$ 19,570	\$ 221,408

290 / HPR	August 7/23-8/22	September 8/23-9/23	October 9/24-10/21	November 10/22-11/22	December 11/23-12/21	January 12/22-1/20	February 1/21-2/21	March 2/22-3/22	April 3/23-4/21	May 4/22-5/22	June 5/23-6/21	July 6/22-7/21	August 7/22-8/21	12 Month Total
Commercial Water	\$ 5,421	\$ 5,740	\$ 4,305	\$ 4,122	\$ 3,895	\$ 3,594	\$ 3,618	\$ 4,470	\$ 4,505	\$ 4,402	\$ 5,283	\$ 4,030	\$ 5,449	\$ 58,836
Commercial Base Water	1,828	1,828	1,828	1,857	1,988	2,349	2,349	2,349	2,295	2,295	2,295	2,295	2,295	\$ 27,852
Fire Hydrant Water	621	536	654	531	60	985	3,177	2,459	4,844	13,084	11,901	49,445	39,348	\$ 127,646
Residential Base Water	105,454	106,338	107,082	109,829	110,046	110,315	110,710	111,080	112,022.26	112,597	113,150	113,970	114,465	\$ 1,325,035
Residential Water	336,481	203,183	229,418	189,654	117,070	95,894	105,367	119,606	168,533	263,441	265,167	400,311	454,912	\$ 2,949,036
Irrigation Water	53,003	31,365	35,794	20,671	10,929	4,181	4,022	8,694	6,065	13,488	42,958	41,197	60,731	\$ 333,097
TOTALS	\$ 502,810	\$ 348,991	\$ 379,082	\$ 326,664	\$ 243,988	\$ 217,318	\$ 229,244	\$ 248,658	\$ 186,242	\$ 409,306	\$ 440,753	\$ 611,247	\$ 677,199	\$ 4,821,502

GRAND TOTALS	August	September	October	November	December	January	February	March	April	May	June	July	August	12 Month Total
Commercial Water	\$ 75,033	\$ 72,372	\$ 56,105	\$ 55,128	\$ 47,743	\$ 44,112	\$ 44,567	\$ 48,488	\$ 55,818	\$ 54,543	\$ 62,581	\$ 35,993	\$ 66,264	\$ 718,747
Commercial Base Water	\$ 28,934	\$ 29,002	\$ 29,108	\$ 29,656	\$ 30,386	\$ 30,881	\$ 31,215	\$ 31,434	\$ 31,392	\$ 31,338	\$ 31,493	\$ 9,267	\$ 32,690	\$ 376,797
Fire Hydrant Water	\$ 13,235	\$ 12,610	\$ 19,036	\$ 15,201	\$ 8,395	\$ 7,583	\$ 9,113	\$ 12,694	\$ 10,564	\$ 27,431	\$ 22,576	\$ 51,646	\$ 47,747	\$ 257,831
Multi Use Water	\$ 228,139	\$ 228,007	\$ 229,241	\$ 232,608	\$ 233,605	\$ 237,558	\$ 239,844	\$ 238,547	\$ 126,220	\$ 236,415	\$ 239,352	\$ 189,468	\$ 239,748	\$ 2,898,755
Residential Base Water	302,390	303,446	304,269	309,819	309,978	310,260	310,485	311,304	200,450	\$ 501,188	\$ 547,336	\$ 631,193	\$ 772,373	\$ 5,114,491
Residential Water	1,115,326	692,871	656,872	639,449	352,767	296,353	300,512	329,405	436,236	\$ 513,316	\$ 629,197	\$ 388,713	\$ 854,580	\$ 7,205,598
Irrigation Water	\$ 657,107	\$ 444,330	\$ 473,530	\$ 431,164	\$ 338,381	\$ 247,083	\$ 253,767	\$ 280,567	\$ 236,870	\$ 470,345	\$ 514,784	\$ 611,247	\$ 773,401	\$ 5,732,576
TOTALS	\$ 2,420,165	\$ 1,782,638	\$ 1,768,162	\$ 1,713,025	\$ 1,321,255	\$ 1,173,830	\$ 1,189,503	\$ 1,252,440	\$ 1,097,551	\$ 1,834,576	\$ 2,047,319	\$ 1,917,528	\$ 2,786,803	\$ 22,304,794

FYE 2016 Budgeted Revenues

Retail Water	\$ 11,008,034
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**Summary of Retail Billed Revenues
Wastewater Utility**

Bee Cave District	August	September	October	November	December	January	February	March	April	May	June	July	August	12 Month Total
Commercial Sewer	\$ 64,401	\$ 63,944	\$ 58,168	\$ 57,210	\$ 54,686	\$ 48,602	\$ 51,429	\$ 47,045	\$ 58,628	\$ 55,186	\$ 56,944	\$ -	\$ 58,290	\$ 674,533
Multi Use Sewer	\$ 61,228	\$ 59,997	\$ 60,334	\$ 60,632	\$ 61,502	\$ 63,896	\$ 66,645	\$ 64,756	\$ 62,614	\$ 61,776	\$ 64,003	\$ -	\$ 62,835	\$ 750,219
Grinder Surcharge	\$ 1,002	\$ 1,000	\$ 998	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 998	\$ 974	\$ 1,000	\$ 1,000	\$ 12,973
Residential Sewer	\$ 188,462	\$ 184,520	\$ 181,252	\$ 204,828	\$ 192,919	\$ 187,033	\$ 186,123	\$ 185,573	\$ 273,737	\$ 205,609	\$ 204,646	\$ -	\$ 209,080	\$ 2,403,782
TOTALS	\$ 315,092	\$ 309,460	\$ 300,753	\$ 323,670	\$ 310,107	\$ 300,530	\$ 305,198	\$ 298,375	\$ 395,979	\$ 323,570	\$ 326,567	\$ 1,000	\$ 331,205	\$ 3,841,506

FYE 2016 Budgeted Revenues

Retail Wastewater	\$ 2,791,104
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**Summary of Retail Billed Revenues
Other Fees (466-Reg, Pen & Capital)
(477-Reg, Pen & Drainage)**

	August	September	October	November	December	January	February	March	April	May	June	July	August
Bee Cave	41,440	27,870	17,990	18,829	7,457	5,764	4,819	14,062	11,353	10,504	15,537	-	17,729
Bee Cave South	4,087	4,470	2,878	2,231	2,118	2,286	2,161	2,015	2,001	1,297	2,162	2,959	4,042
Homestead / Meadow Fox	4,338	4,686	4,586	4,334	4,509	4,490	4,230	4,373	4,212	4,295	4,476	4,443	4,515
290 / HPR	9,089	12,081	7,548	8,141	5,892	13,445	3,061	6,149	4,970	4,406	6,193	6,472	10,966
TOTALS	\$ 58,955	\$ 49,107	\$ 33,002	\$ 33,535	\$ 19,975	\$ 25,985	\$ 14,270	\$ 26,599	\$ 22,537	\$ 20,503	\$ 28,368	\$ 13,874	\$ 37,251

FYE 2016 Budgeted Revenues

Other Fees	\$ 646,084
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**Summary of Retail Billed Revenues
NON PUA Revenue**

Hays MUD 4	August	September	October	November	December	January	February	March	April	May	June	July	August
Sewer	8,686	8,505	8,334	8,224	7,528	7,391	7,709	7,692	8,093	8,193	8,552	8,615	8,583
TOTALS	\$ 8,686	\$ 8,505	\$ 8,334	\$ 8,224	\$ 7,528	\$ 7,391	\$ 7,709	\$ 7,692	\$ 8,093	\$ 8,193	\$ 8,552	\$ 8,615	\$ 8,583

TC MUD 16	August	September	October	November	December	January	February	March	April	May	June	July	August
Sewer	23,433	23,123	23,447	23,605	22,285	21,088	21,170	22,801	24,106	24,723	24,740	26,098	26,483
TOTALS	\$ 23,433	\$ 23,123	\$ 23,447	\$ 23,605	\$ 22,285	\$ 21,088	\$ 21,170	\$ 22,801	\$ 24,106	\$ 24,723	\$ 24,740	\$ 26,098	\$ 26,483



Summary of Wholesale, Raw Water and Effluent Billed Revenues

Wholesale Water

Revenue	August 8/15-9/15	September 9/15-10/15	October 10/15-11/15	November 11/15-12/15	December 12/16-1/15	January 1/16-2/15	February 2/15-3/15	March 3/15-4/15	April 4/16-5/15	May 5/15-6/15	June 6/16-7/15	July 6/16-7/15	August 7/16-8/15
Barton Creek West	\$ 34,793	\$ 56,005	\$ 31,589	\$ 22,720	\$ 19,738	\$ 20,803	\$ 20,656	\$ 25,572	\$ 32,282	\$ 31,685	\$ 37,409	\$ 45,461	\$ 37,493
City of Dripping Springs (Headwaters)	9,748	8,771	18,017	16,427	15,842	17,033	16,780	17,234	17,600	\$ 20,490	\$ 21,504	\$ 25,553	\$ 22,241
Crystal Mountain HOA	5,557	5,443	5,121	4,152	3,864	3,789	3,686	3,761	3,617	\$ 5,073	\$ 5,899	\$ 6,773	\$ 5,436
Deer Creek Ranch	16,615	15,325	15,909	14,036	14,144	14,563	13,952	15,253	16,399	\$ 16,872	\$ 18,257	\$ 20,035	\$ 17,255
Dripping Springs WSC	42,644	42,910	51,905	47,774	41,292	43,590	29,521	41,576	53,360	\$ 48,138	\$ 54,200	\$ 61,483	\$ 48,681
Eanes ISD	1,650	2,435	1,979	1,306	1,158	1,214	1,184	1,327	1,760	\$ 1,497	\$ 1,354	\$ 1,833	\$ 2,039
Graham Mortgage	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -
Hays WCID 1	41,320	44,591	41,334	34,663	22,681	13,134	42,511	35,462	45,303	\$ 41,021	\$ 50,036	\$ 58,082	\$ 45,503
Hays WCID 2	34,522	33,334	36,853	29,714	27,036	44,216	27,722	32,636	37,715	\$ 39,835	\$ 44,667	\$ 52,531	\$ 41,286
Hudson	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -
Lazy Nine 1A	24,708	25,920	29,328	22,002	20,773	21,747	22,640	25,476	28,410	\$ 28,903	\$ 29,987	\$ 35,361	\$ 32,072
Masonwood	11,790	11,999	10,924	9,245	8,899	9,462	8,771	9,576	10,966	\$ 12,547	\$ 12,978	\$ 15,004	\$ 14,735
Reunion Ranch	13,399	13,928	9,525	11,712	9,433	10,026	9,881	11,654	14,891	\$ 15,212	\$ 18,403	\$ 24,261	\$ 19,892
Senna Hills	21,343	20,371	17,497	12,423	11,731	12,439	14,286	15,794	18,919	\$ 18,320	\$ 20,700	\$ 24,860	\$ 20,973
Travis County MUD 12	45,477	41,428	47,822	33,892	33,778	50,919	49,414	49,208	52,234	\$ 54,396	\$ 55,278	\$ 62,835	\$ 57,548
TOTALS	\$ 303,567	\$ 322,458	\$ 317,804	\$ 260,066	\$ 230,371	\$ 262,935	\$ 261,004	\$ 284,528	\$ 333,456	\$ 333,989	\$ 370,672	\$ 434,070	\$ 365,154

FYE 2016 Budgeted Revenues

Wholesale Water

Wholesale Wastewater

Revenue	August	September	October	November	December	January	February	March	April	May	June	July	August
Masonwood Wastewater	\$ 11,790	\$ 12,886	\$ 17,642	\$ 17,260	\$ 17,589	\$ 18,834	\$ 18,307	\$ 18,994	\$ 19,690	\$ 21,775	\$ 20,629	\$ 23,441	\$ 23,181
WCID 17 Wastewater	24,849	27,600	31,210	29,764	29,764	29,764	29,764	29,764	18,659	\$ 32,137	\$ 30,227	\$ 32,044	\$ 31,803
TOTALS	\$ 36,638	\$ 40,485	\$ 48,852	\$ 47,024	\$ 47,352	\$ 48,597	\$ 48,070	\$ 48,758	\$ 38,349	\$ 53,912	\$ 50,856	\$ 55,485	\$ 54,984

FYE 2016 Budgeted Revenues

Wholesale Wastewater

Effluent/Raw Water/Raw Water Deliver

Revenue	August	September	October	November	December	January	February	March	April	May	June	July	August
Brinker Texas (Chilis) Effluent	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
CCNG Effluent / Raw	17,398	11,479	-	-	-	-	-	-	-	\$ 41,717	\$ 35,064	\$ 36,711	\$ 22,923
Connel Falconhead Apts	8,224	2,022	2,022	-	-	-	-	-	-	\$ 4,870	\$ 4,028	\$ 5,051	\$ 3,004
Falconhead HOA (Spillman) Effluent	8,146	6,042	-	-	-	-	-	-	-	\$ 5,799	\$ 7,332	\$ 8,125	\$ 9,416
Fire Phoenix (Falconhead Golf) Effluent	26,683	28,181	9,737	-	-	-	-	-	-	\$ 17,826	\$ 29,386	\$ 42,166	\$ 10,956
First Star Bank Effluent	41	33	-	-	-	-	-	-	-	\$ -	\$ 25	\$ 29	\$ 16
Lake Travis ISD Effluent / Raw	1,607	1,451	238	16	82	\$ 1,500	855	271	1,278	\$ 653	\$ 271	\$ 797	\$ 715
WTCMUD3 Raw Water Delivery Charge	-	1,343	1,357	604	-	-	-	264	2,031	\$ -	\$ 1,375	\$ 1,516	\$ -
Embrey Partners	1,582	1,122	-	-	-	-	-	-	-	\$ 789	\$ 1,060	\$ 1,171	\$ 1,356
Ash Creek Homes	1,870	3,083	1,212	-	-	-	-	-	-	\$ 1,739	\$ 1,233	\$ 2,261	\$ 2,445
Lakeway Dermatology	263	230	-	-	-	-	-	-	-	\$ 210	\$ 267	\$ 436	\$ 518
TOTALS	\$ 65,815	\$ 54,985	\$ 14,566	\$ 620	\$ 82	\$ 1,500	\$ 855	\$ 535	\$ 3,309	\$ 73,602	\$ 80,042	\$ 98,264	\$ 51,351

FYE 2016 Budgeted Revenues

Effluent/Raw Water

TOTAL	\$ 406,020	\$ 417,928	\$ 381,222	\$ 307,710	\$ 277,805	\$ 313,032	\$ 309,929	\$ 333,821	\$ 375,114	\$ 461,503	\$ 501,570	\$ 587,819	\$ 471,489
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FYE 2016 Budgeted Revenues

TOTAL Wholesale/Effluent



Summary of Total Billed Revenues - PUA Revenues Only

Water Utility	August	September	October	November	December	January	February	March	April	May	June	July	August	12 Month Total
Retail Water	\$ 2,420,165	\$ 1,782,638	\$ 1,768,162	\$ 1,713,025	\$ 1,321,255	\$ 1,173,830	\$ 1,189,503	\$ 1,252,440	\$ 1,097,551	\$ 1,834,576	\$ 2,047,319	\$ 1,917,528	\$ 2,786,803	\$ 22,304,794
Wholesale Water	303,567	322,458	317,804	260,066	230,371	262,935	261,004	284,528	333,456	333,989	370,672	434,070	365,154	\$ 4,080,073
TOTALS	\$ 2,723,732	\$ 2,105,096	\$ 2,085,966	\$ 1,973,091	\$ 1,551,626	\$ 1,436,765	\$ 1,450,507	\$ 1,536,968	\$ 1,431,006	\$ 2,168,565	\$ 2,417,991	\$ 2,351,598	\$ 3,151,957	\$ 26,384,867

Wastewater Utility	August	September	October	November	December	January	February	March	April	May	June	July	August	12 Month Total
Retail Wastewater	\$ 315,092	\$ 309,460	\$ 300,753	\$ 323,670	\$ 310,107	\$ 300,530	\$ 305,198	\$ 298,375	\$ 395,979	\$ 323,570	\$ 326,567	\$ 1,000	\$ 331,205	\$ 3,841,506
Wholesale Wastewater	36,638	40,485	48,852	47,024	47,352	48,597	48,070	48,758	38,349	53,912	50,856	55,485	54,984	\$ 619,363
TOTALS	\$ 351,731	\$ 349,946	\$ 349,605	\$ 370,694	\$ 357,459	\$ 349,128	\$ 353,268	\$ 347,132	\$ 434,328	\$ 377,482	\$ 377,423	\$ 56,485	\$ 386,189	\$ 4,460,869

Other	August	September	October	November	December	January	February	March	April	May	June	July	August	12 Month Total
Other Fees - Retail	\$ 58,955	\$ 49,107	\$ 33,002	\$ 33,535	\$ 19,975	\$ 25,985	\$ 14,270	\$ 26,599	\$ 22,537	\$ 20,503	\$ 28,368	\$ 13,874	\$ 37,251	\$ 383,961
Raw Water/Effluent	\$ 65,815	\$ 54,985	\$ 119,258	\$ 620	\$ 82	\$ 1,500	\$ 855	\$ 535	\$ 3,309	\$ 73,602	\$ 80,042	\$ 98,264	\$ 51,351	\$ 550,217
TOTALS	\$ 124,769	\$ 104,092	\$ 152,260	\$ 34,155	\$ 20,058	\$ 27,485	\$ 15,125	\$ 27,134	\$ 25,846	\$ 94,105	\$ 108,410	\$ 112,137	\$ 88,602	\$ 934,178

TOTAL	\$ 3,200,232	\$ 2,559,133	\$ 2,587,830	\$ 2,377,940	\$ 1,929,142	\$ 1,813,378	\$ 1,818,900	\$ 1,911,234	\$ 1,891,180	\$ 2,640,152	\$ 2,903,824	\$ 2,520,220	\$ 3,626,747	\$ 31,779,914
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FYE 2016 Budgeted Re \$ 14,445,221



**Summary of Total Billed Consumption (1,000 Gallons)
Water Utility**

	August	September	October	November	December	January	February	March	April	May	June	July	August	12 Month Total
Bee Cave	90,082	63,674	57,535	59,693	39,063	30,557	29,943	32,448	37,813	50,370	53,765	64,715	73,405	683,043
Bee Cave South	25,857	20,047	20,551	17,753	13,409	13,383	13,630	14,484	17,524	21,234	26,643	33,270	30,055	267,850
Homeslead / Meadow Fox	2,225	1,936	1,498	1,346	1,090	1,171	895	1,010	1,394	1,587	1,559	1,647	1,825	19,184
HPR / 290	49,930	33,474	36,382	29,248	19,478	16,700	17,611	20,394	25,828	39,228	40,717	58,427	61,674	448,091
Total Retail	168,084	119,131	115,966	108,040	73,040	61,811	62,080	68,336	83,559	112,419	122,684	156,059	166,959	1,418,168

Wholesale Water	August	September	October	November	December	January	February	March	April	May	June	July	August	12 Month Total
Barton Creek West	10,674	19,739	9,166	5,486	4,249	4,690	4,592	6,670	9,454	9,206	11,581	14,922	11,615	122,044
City of Dripping Springs (H)	788	325	1,690	821	501	1,152	1,014	1,262	1,462	3,041	3,595	5,808	3,998	25,457
Crystal Mountain HOA	1,346	1,298	1,204	800	690	649	606	637	577	1,184	1,528	1,892	1,335	13,738
Deer Creek Ranch	4,754	4,041	4,755	3,613	3,679	3,934	3,562	4,355	5,054	5,342	6,187	7,271	5,576	62,123
Dripping Springs WSC	16,639	16,792	21,812	19,324	15,418	16,803	8,328	15,590	22,689	19,543	23,195	27,582	19,870	243,586
Eanes ISD	359	678	736	340	253	286	268	352	607	452	368	650	771	6,120
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hays WCID 1	14,057	15,992	13,023	9,122	2,115	3,468	13,711	9,589	15,344	12,840	18,112	22,817	15,461	165,651
Hays WCID 2	11,529	10,883	9,966	6,228	4,826	13,821	5,185	7,758	10,417	11,527	14,057	18,174	12,287	136,658
Hudson	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lazy Nine 1A	7,765	8,442	8,908	4,673	3,963	4,526	5,042	6,681	8,377	8,662	9,289	12,395	10,494	99,217
Masonwood	5	5	3	2	2	3	2	3	3	4	5	5	5	47
Reunion Ranch	4,851	5,122	5,007	3,259	2,047	2,362	2,285	3,228	4,950	5,121	6,818	9,934	7,610	62,594
Senna Hills	7,714	7,135	5,902	2,770	2,345	2,780	3,920	4,851	6,780	6,410	7,879	10,447	8,048	76,979
Travis County MUD 12	11,720	9,310	8,660	608	542	10,450	9,580	9,461	11,210	12,460	12,970	17,338	14,282	128,591
Total Wholesale	92,201	99,762	90,832	57,046	40,619	64,924	58,095	70,437	96,924	95,792	115,584	149,235	111,352	1,142,803

Effluent Water	August	September	October	November	December	January	February	March	April	May	June	July	August	12 Month Total
Brinker Texas, LP	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CCNG Golf, LLC	2,405	4,233	2,793	2,882	92	1,682	2,244	2,883	11,220	10,150	16,309	17,075	10,661	84,629
Connel Falconhead Apartm	871	2,001	492	579	409	161	851	294	621	1,185	980	1,229	731	10,404
Fire Phoenix, LLC	21,808	6,120	11,742	7,694	16,794	31,882	58,278	64,029	76,994	8,291	13,668	19,612	13,686	350,598
First State Bank	25	10	8	10	14	-	-	-	-	-	6	7	4	84
Lake Travis ISD	239	391	353	58	4	20	208	66	311	159	66	194	174	2,243
Spillman Ranch Communit	1,178	1,982	1,470	1,607	1,708	1,970	1,280	797	1,328	1,411	1,784	1,977	2,291	20,783
Ash Creek Homes (Wildowl)	382	455	295	14	55	55	55	55	55	423	300	550	595	3,289
Embrey Partners (Estates a	271	385	273	535	174	23	173	207	320	192	258	285	330	3,428
Lakeway Dermatology	45	64	56	55	24	-	-	9	72	51	65	106	126	673
Total Wholesale	27,224	15,641	17,482	13,434	19,274	35,793	63,089	68,340	90,921	21,862	33,436	41,035	28,598	476,129

System Summary	August	September	October	November	December	January	February	March	April	May	June	July	August	12 Month Total
Total Retail	168,084	119,131	115,966	108,040	73,040	61,811	62,080	68,336	83,559	112,419	122,684	156,059	166,959	1,418,168
Total Wholesale	92,201	99,762	90,832	57,046	40,619	64,924	58,095	70,437	96,924	95,792	115,584	149,235	111,352	1,142,803
TOTAL WATER	260,285	218,893	206,798	165,086	113,659	126,735	120,175	138,773	180,483	208,211	238,268	305,294	278,311	2,560,971

Retail Percent of Total	65%	54%	56%	65%	64%	49%	52%	49%	46%	54%	51%	51%	60%	55%
Wholesale Percent of Total	35%	46%	44%	35%	36%	51%	48%	51%	54%	46%	49%	49%	40%	45%



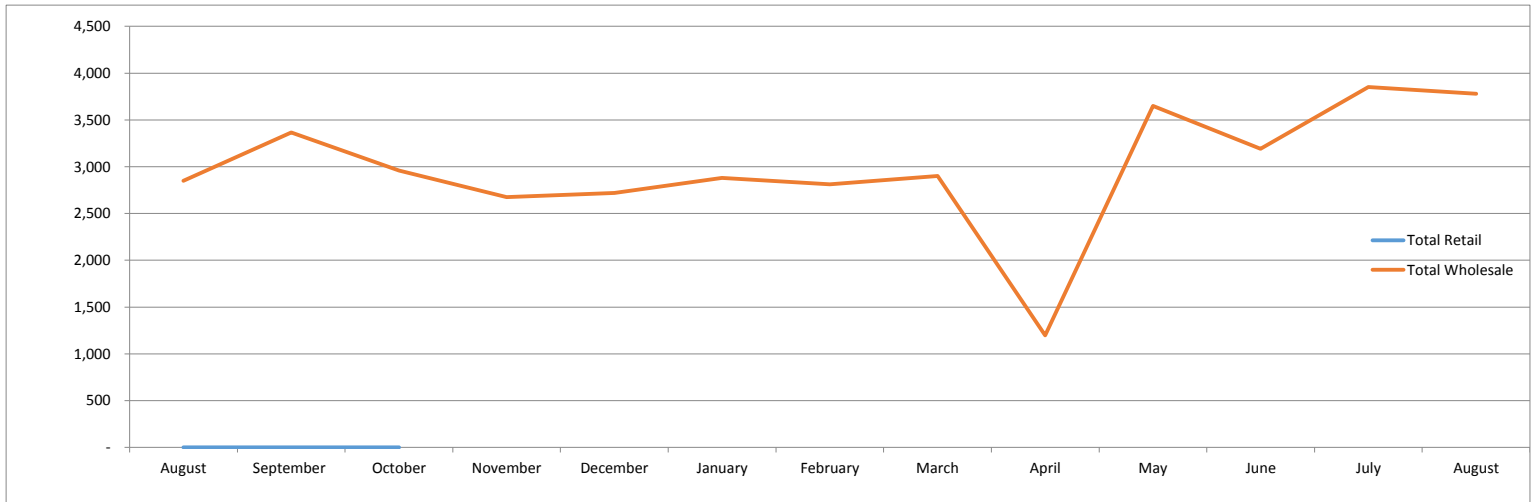
**Summary of Total Billed Consumption (1,000 Gallons)
Wastewater**

	August	September	October	November	December	January	February	March	April	May	June	July	August	12 Month Total
Bee Cave	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Wholesale Wastewater	August	September	October	November	December	January	February	March	April	May	June	July	August	12 Month Total
Masonwood Wastewater	701	606	719	669	712	875	806	896	987	1,260	1,110	1,478	1,444	12,263
WCID 17 Wastewater	2,150	2,760	2,240	2,006	2,006	2,006	2,006	2,006	209	2,390	2,081	2,375	2,336	26,571
TOTALS	2,851	3,366	2,959	2,675	2,718	2,881	2,812	2,902	1,196	3,650	3,191	3,853	3,780	38,834

System Summary	August	September	October	November	December	January	February	March	April	May	June	July	August	12 Month Total
Total Retail	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Wholesale	2,851	3,366	2,959	2,675	2,718	2,881	2,812	2,902	1,196	3,650	3,191	3,853	3,780	38,834
TOTAL WASTEWATER	2,851	3,366	2,959	2,675	2,718	2,881	2,812	2,902	1,196	3,650	3,191	3,853	3,780	38,834

Retail Percent of Total	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Wholesale Percent of Total	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

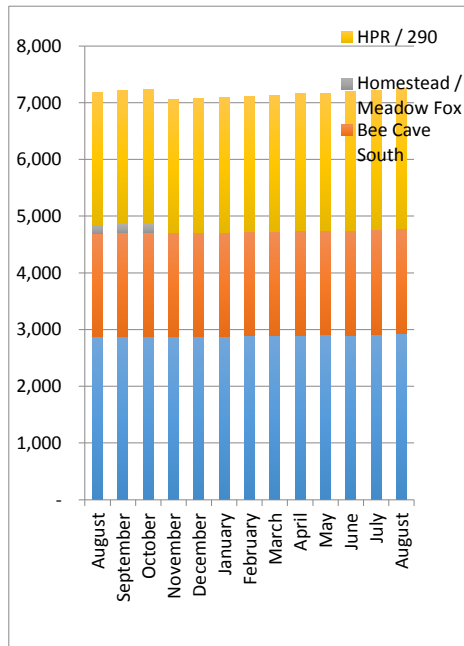




**Summary of Total Retail Customer Count
Water**

Meters	August	September	October	November	December	January	February	March	April	May	June	July	August
Bee Cave	2,873	2,875	2,876	2,872	2,874	2,879	2,890	2,894	2,902	2,905	2,904	2,914	2,926
Bee Cave South	1,829	1,836	1,840	1,832	1,833	1,839	1,839	1,836	1,839	1,843	1,846	1,848	1,849
Homestead / Meadow Fox	154	154	154	154	154	155	156	156	156	156	155	156	156
HPR / 290	2,325	2,347	2,354	2,356	2,364	2,369	2,382	2,396	2,417	2,423	2,442	2,453	2,467
TOTALS	7,181	7,212	7,224	7,214	7,225	7,242	7,267	7,282	7,314	7,327	7,347	7,371	7,398

Customer Growth	19	31	12	(10)	11	17	25	15	32	13	20	24	27
Monthly Growth Rate	0.27%	0.43%	0.17%	-0.14%	0.15%	0.24%	0.35%	0.21%	0.44%	0.18%	0.27%	0.33%	0.37%
Annual Growth	236	257	227	220	219	230	244	234	251	224	224	232	236
Annual Growth Rate	3%	4%	3%	3%	3%	3%	3%	3%	4%	3%	3%	3%	3%

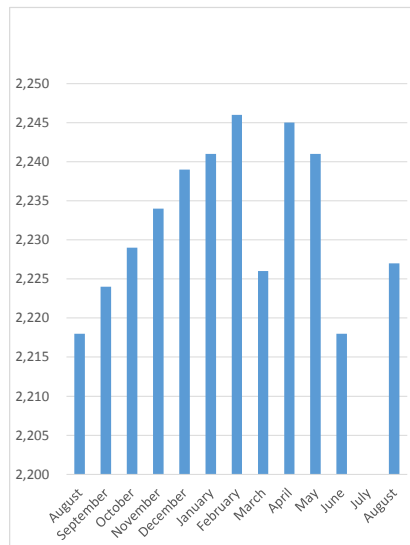




**Summary of Total Retail Customer Count
Wastewater**

Meters	August	September	October	November	December	January	February	March	April	May	June	July	August	Annual Growth Rate
Wastewater Customers	2,218	2,224	2,229	2,234	2,239	2,241	2,246	2,226	2,245	2,241	2,218		2,227	0%

Customer Growth	32	6	5	5	5	2	5	(20)	19	(4)	(23)	(2,218)	2,227
Monthly Growth Rate	1.46%	0.27%	0.22%	0.22%	0.22%	0.09%	0.22%	-0.89%	0.85%	-0.18%	-1.03%	-100.00%	#DIV/0!
Annual Growth	49	52	42	56	49	55	43	24	45	61	45	(2,211)	41
Annual Growth Rate	2%	2%	2%	3%	2%	2%	2%	1%	2%	3%	2%	-101%	2%

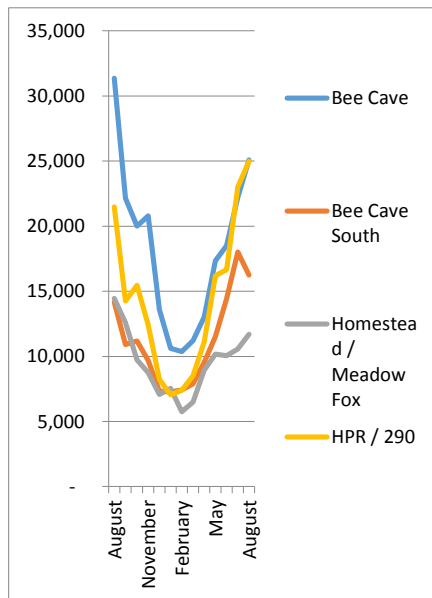




Retail Customer Average Use Analysis
Average Water Usage per Connection, per Month (Gallons)

	July	August	September	October	November	December	January	February	March	April	May	June	July	August
Bee Cave	20,567	31,348	22,147	20,005	20,784	13,592	10,614	10,361	11,212	13,030	17,339	18,514	22,208	25,087
Bee Cave South	17,548	14,143	10,919	11,169	9,691	7,315	7,277	7,412	7,889	9,529	11,521	14,433	18,003	16,255
Homestead / Meadow Fox	13,059	14,448	12,571	9,727	8,740	7,078	7,555	5,744	6,474	8,936	10,173	10,058	10,558	11,699
HPR / 290	22,843	21,475	14,262	15,455	12,414	8,239	7,049	7,393	8,512	11,100	16,190	16,674	23,003	25,000
System Wide Average	20,370	23,407	16,518	16,053	14,976	10,109	8,535	8,543	9,384	11,425	15,343	16,699	21,172	22,568

12-Month Average	15,487	15,447	15,404	15,366	15,330	15,294	15,256	15,216	15,178	15,137	15,101	15,065	15,028	14,991
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**Retail Customer Average Use Analysis
Summary of Customer Contacts/Payment Processing**

Customer Contacts	July	August	September	October	November	December	January	February	March	April	May	June	July	August
Date of	08/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12/31	1/1-1/31	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/31	6/1-6/30	7/1-7/31	8/1-8/31	9/1-9/30
Calls	935	862	1,080	803	759	853	602	666	680	678	804	692	692	701
Emails	125	270	167	141	84	116	128	174	162	178	109	63	121	169
In Office	292	314	363	269	295	179	279	295	273	254	248	245	258	233
TOTALS	1,352	1,446	1,610	1,213	1,138	1,148	1,009	1,135	1,115	1,110	1,161	1,000	1,071	1,103

Payments	July	August	September	October	November	December	January	February	March	April	May	June	July	August
Date of Payments	08/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12-31	1/1-1/31	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/31	6/1-6/30	7/1-7/31	8/1-8/31	9/1-9/30
Mail	4,226	4,343	3,936	3,127	3,110	2,609	4,284	3,921	2,101	1,617	1,402	1,736	1,601	1,743
Walk In/Dropbox Payments	352	393	382	331	407	177	290	346	322	332	314	352	322	200
Online Payments Credit Cards	579	570	513	510	469	217	266	400	455	461	391	457	364	346
Online Payments Echeck	324	376	381	311	358	195	377	424	438	423	397	438	409	356
Unreceivables	-	-	-	-	-	-	-	-	1,806	1,830	1,513	1,977	2,097	1,831
TOTALS	5,481	5,682	5,212	4,279	4,344	3,198	5,217	5,091	5,122	4,663	4,017	4,960	4,793	4,476



Retail Customer Delinquency Summary

ACCOUNTS	31-60	61-90	91+
Bee Cave	156	40	72
Bee Cave South	21	2	25
Homestead / Meadow Fox	0	0	2
290 HPR	39	3	19
TOTAL	216	45	118

DOLLARS	31-60	61-90	91+
Bee Cave	48,977	22,252	70,705
Bee Cave South	3,077	1,899	8,481
Homestead / Meadow Fox	0	0	13,536
HPR / 290	6,411	1,934	7,666
TOTAL	58,465	26,085	100,388

Delinquent Letters	Date Sent	Total Del
Bee Cave	6-Sep	208
Bee Cave South	13-Sep	156
Homestead / Meadow Fox	11-Sep	10
290 HPR	11-Sep	192
TOTAL		566

Disconnects	Date	How Many
Bee Cave	19-Sep	16
Bee Cave South	28-Sep	15
Homestead / Meadow Fox	26-Sep	1
HPR / 290	26-Sep	24

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VI. OLD BUSINESS

ITEM C

Memorandum of Understanding regarding Raw Waterline No. 2
DRAFT FOR REVIEW ONLY

MEMORANDUM OF UNDERSTANDING

The following terms set forth the ~~agreement~~understanding between the West Travis County Public Utility Agency (the “WTCPUA”) and the West Travis County Municipal Utility District No. 5 (“~~WTCMUD No. 5~~MUD No. 5”) regarding the construction by the WTCPUA of the Raw Waterline No. 5 (the “Waterline”) and the measures to be taken to mitigate the impact associated with construction of the Waterline near or within the Lake Pointe community.

WHEREAS, the WTCPUA is a public utility agency governed by Chapter 572 of the Texas Local Government Code and created pursuant to a Concurrent Ordinance approved by the participating entities of Hays County, the City of Bee Cave, and WTCMUD No. 5 (the “Participants”); and

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

WHEREAS, Section 5.03 of the Participant Agreement states that the Participants agree to grant to the WTCPUA “easements as may be reasonably necessary for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing water facilities”; and

WHEREAS, the WTCPUA is requesting certain easements from WTCMUD No. 5 for the construction and operation of the Waterline; and

WHEREAS, the WTCPUA recognizes that construction activity within or near the Lake Pointe community may disturb facilities used by the community; and

WHEREAS, the WTCPUA agrees that certain measures will be taken to mitigate the disturbance of Lake Pointe community facilities that are located within ~~WTCMUD No. 5~~MUD No. 5’s boundaries, so long as such measures are compliant with any permits or agreements related to the Lake Pointe Habitat, including any permits or agreements with or issued by the United States Fish and Wildlife Service (“USFWS”) and the February 15, 1994 Agreement with Respect to the Lake Pointe Habitat Conservation Plan (the “Habitat Agreement”).

NOW THEREFORE, the WTCPUA and ~~WTCMUD No. 5~~MUD No. 5 understand and agree to the following as follows:

~~1. WTCMUD No. 5 shall grant to the WTCPUA, at no cost to the WTCPUA, all easements necessary across property owned by WTCMUD No. 5 for the purpose of construction, installing, placing, operating, repairing, and maintaining the Waterline. Such easements shall be exclusive, and will include a temporary construction easement for the construction of the Waterline and any staging areas identified as necessary for such construction.~~

2.1 The WTCPUA shall allow for and provide reasonable assistance with installation of a raw water feed to provide irrigation of Vista Pointe Park with raw water. ~~WTCMUD~~

Memorandum of Understanding regarding Raw Waterline No. 2
DRAFT FOR REVIEW ONLY

- ~~No. 5~~ MUD No. 5 shall maintain such irrigation improvements and shall enter into an agreement to receive raw water for irrigation purposes at the rate identified in the Rate Tariff, as amended.
- ~~3.2.~~ WTCPUA shall repair and mitigate any damage or wear to the access road to the raw water intake facility located within the Habitat ~~to a condition equal to or better than the condition that existed prior to commencement of construction of the Waterline.~~ Such mitigation and repair may, if feasible, include stabilization of any erosion near the access road and attention to the access road low water crossing. ~~The WTCPUA shall provide ongoing maintenance of the access road to facilitate access to the raw water intake facility, and the WTCPUA shall determine when such repairs are necessary. Any repair or mitigation to the access road shall be provided only to maintain the access road's quality as an "paved all-weather access road."~~
- ~~4.3.~~ WTCPUA shall repair and mitigate any damage or wear to the parking lot located at the termination of the access road in the Habitat to a condition equal to or better than the condition that existed prior to commencement of construction of the Waterline, including regrading of the area.
- ~~5.4.~~ The WTCPUA shall construct a trail along the Waterline easement granted by MUD No. 5 for use by Lake Pointe residents. The PUA construct the trail using decomposed granite, unless the PUA and MUD 5 mutually decide to use another material other than decomposed granite. The trail shall be owned and maintained by MUD No. 5 subject to all rights of the easements for the Waterline, shall construct trail along portions of the Waterline easement granted by WTCMUD No. 5 for the use of Lake Pointe residents. The WTCPUA will research feasible trail materials, and authorizes construction of the trail with decomposed granite if feasible, or any other feasible materials of a value less than decomposed granite. The trail shall be owned and maintained by WTCMUD No. 5 subject to all rights of the easements for the Waterline.
- ~~5.~~ WTCPUA shall not conduct, and ~~WTCMUD No. 5~~ MUD No. 5 shall not request, any repairs or mitigation that is not compliant with any permits or agreements related to the Lake Pointe Habitat, including any permits or agreements with or issued by USFWS or the Habitat Agreement.
- ~~6.~~ MUD No. 5 shall grant to the WTCPUA, at no additional cost to the WTCPUA, an easement across property owned by MUD No. 5 for the purpose of constructing, installing, placing, operating, repairing, and maintaining the Waterline, which is more thoroughly described in Exhibit A to this Memorandum of Understanding. Such easement shall not be exclusive, but will include temporary construction easements for the construction of the Waterline and any staging areas identified as necessary for such construction.
- ~~6.7.~~ The parties may modify this Agreement only by mutual consent. Any modification shall be effective only if written, signed by the authorized representatives of each Party, and attached to this Agreement.

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Memorandum of Understanding regarding Raw Waterline No. 2
DRAFT FOR REVIEW ONLY

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

**West Travis County Municipal Utility
District No. 5**

By: _____
Steven Knuff, President

President

Date: _____

ATTEST:

By: _____
Marci O'Connell, Secretary

Name: _____

West Travis County Public Utility Agency

By: _____
Scott Roberts, _____

President

Date: _____

ATTEST:

Ray Whisenant, _____
Secretary

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ITEM E



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
12117 Bee Cave Road, Building 3, Suite 120, Bee Cave, Texas 78738
Office: 512/263-0100 Fax: 512/263-2289
www.wtcpua.org

September 14, 2017

Dripping Springs Water Supply Corporation
c/o Greg Perrin, General Manager
101 Hays Street, Suite 406
Dripping Springs, Texas 78620

Re: **Service Availability Letter**
Hays County, Texas

DRAFT 9.07.2017

Dripping Springs Water Supply Corporation:

The West Travis County Public Utility Agency (WTCPUA), as the wholesale water utility service provider for the referenced application, has completed review of your request dated May 16, 2017 for an additional water service allocation of 1,500,000 gallons per day of wholesale water service. This request is in excess of the water service allocation of 1,000,000 gallons per day as set forth in the *Revised and Restated Water Services Agreement between Lower Colorado River Authority and Dripping Springs Water Supply Corporation* (“Agreement”) dated December 1, 2006, as assigned. In accordance with West Travis County Public Utility Agency Water and Sewer Service and Development Policies, the WTCPUA will provide a total Level of Service allocation of **1,500,000 gallons per day (1.5 MGD)** effective upon the Applicant complying with the Service Extension Request (SER) Conditions set forth below:

CONDITIONS

1. The Dripping Springs Water Supply Corporation (“Applicant”) is subject to all terms and conditions of *West Travis County Public Utility Agency Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Service*, known as the WTCPUA Rate Tariff, as amended from time to time by the Board of Directors of the West Travis County Public Utility Agency.
2. The Applicant shall recognize and concur with the policies of the WTCPUA, in particular the adopted definition of a Living Unit Equivalent “LUE” per the WTCPUA Rate Tariff, which is a Maximum Day Demand of 924 gallons per day per LUE. Accordingly, this application for 1.5 MGD water service allocation will have the equivalent of 1,623 LUEs.
3. The Applicant executes an amendment to the existing Wholesale Water Supply Agreement (the “Wholesale Agreement”) within 90 calendar days of WTCPUA Board approval of this SER that incorporates the following provisions:
 - A. Designation of an additional master meter Delivery Point for allocation of one-thousand, six hundred and twenty-three (1,623) LUEs of service.

B. A minimum monthly bill and volumetric rate for the 1,623 LUEs allocated to the new wholesale meter. The minimum monthly bill would be developed using the PUA methodology to determine base fees for all wholesale customers.

C. From the date of execution of an amendment to the existing Wholesale Agreement until the date when the Applicant begins new water service through the new master Meter Delivery point, the Applicant will pay annual Water Reservation Fees as applicable per the current WTCPUA Tariff.

D. Commitment to pay impact fees per WTCPUA Rate Tariff, as amended, for each new connection in the 1,623 LUE allocation of service, including all connections made in the property designated in the existing Agreement in Exhibit A-1 as LL Ranch, now owned by Scenic Land Holding Company, LLC; and

E. Limit peak daily flow rate through the new wholesale meter to 1.5 MGD.

4. The Applicant causes to be constructed, at Applicant's sole cost and expense, all water service facilities ("Facilities") necessary to facilitate wholesale service to the Dripping Springs Water Supply Corporation, including but not limited to:
 - a) Construction of a Water Pump Station which would operate at a downstream pressure plane of 1240 HGL at 9,500 gallons per minute of capacity, a control building and 1,300,000 gallons (1.3 MG) of ground storage. This Water Pump Station shall serve as an intermediate pump station located south of Circle Drive for the WTCPUA's exiting 24" 1240 HGL Transmission Main.
 - b) Construction of all piping and meter assemblies, including new Delivery Point master meter and appurtenances, and any other work necessary and identified in the Agreement;
5. The Applicant shall adopt and ensure compliance with one of the alternative water quality measures required of the new development as specified in that certain "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River Authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement) including:
 - Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
 - TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348; or
 - U.S. Fish and wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000;
6. The Applicant completes the review process of technical plans associated with the proposed Facilities set forth in Section 4.b;

September 14, 2017

7. The WTCPUA inspects and accepts such facilities and Applicant conveys such facilities to the WTCPUA set forth in Section 4.b by conveyance document in a form and manner acceptable to the WTCPUA;
8. The Applicant, at its sole cost and expense, acquires and grants to the WTCPUA all exclusive-use easements necessary for the WTCPUA to own and operate the Facilities set forth in Section 4.b in a form and manner acceptable to the WTCPUA;
9. The Applicant pays all applicable engineering and legal fees and charges associated with the extension of service; and,
10. The Applicant follows and complies with all applicable WTCPUA rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.

Please be advised that conditions may change over time and the WTCPUA will not reserve or commit water capacity to the Property until all conditions listed above are met. Also, please be advised that the WTCPUA will not provide direct fire flow service to the Property and, as such, the Applicant may be required to install and maintain fire service facilities needed to meet local fire code regulations and requirements.

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

Sincerely,

Robert Pugh
General Manager

Cc: Stefanie Albright, Lloyd Gosselink Rochelle & Townsend, P.C.
George Murfee, Murfee Engineering
Dennis Lozano, Murfee Engineering
Jennifer Riechers