

**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, April 19, 2018 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 March 15, 2018 regular Board Meeting.**
 - B. Approve payment of outstanding invoices and other related bookkeeping matters.**
 - C. Approve Construction Inspection Services Agreement with The Bridge Group.**
 - D. Approve Change Order No. 2 in the amount of \$93,582 for CFG Industries, LLC for repairs of water tanks and appurtenances, replacement of miscellaneous items, and substitution of improved interior water tank coating system at Home Depot and County Line Pump Stations.**

- E. Approve CP and Y, Inc. Engineering Services Proposal in the amount of \$36,495 for feasibility study and modeling services to extend effluent irrigation to Bee Cave City Park.**
- F. Approve Agreement with City of Austin to transfer CCN to WTCPUA for Preserve at Oak Hill.**
- G. Approve Second Amendment to Parten Ranch Nonstandard Service Agreement.**
- H. Approve Third Amendment to Highpointe Developer Agreement.**
- I. Approve Lease Agreement with Springhollow Municipal Utility District for Parten Ranch Development.**
- J. Approve Highpointe Phase 5 Section 3 Developer Reimbursement in the Amount of \$150,576.34.**

V. STAFF REPORTS

- A. General Manager's Report (R. Pugh).**
- B. Controller's Report (J. Smith) including:**
 - 1. Review quarterly investment performance.**
- C. Engineer's Report (D. Lozano/J. Coker) including:**
 - 1. Capital Improvements Plan Update.**
 - 2. Impact Fee Study Update.**
- D. Operations Report (T. Cantu) including:**
 - 1. PRV maintenance plan update.**
 - 2. Elimination of annual equipment rental costs.**

VI. OLD BUSINESS

- A. Discuss, consider and take action regarding pending and/or anticipated litigation, including:**
 - 1. 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).*
 - 2. 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 VI.A may be taken into Executive Session under the consultation with attorney exception).

- B. Discuss, consider and take action on amendments to WTCPUA Service and Development Policies (D. Lozano/R. Pugh).**
(This item may be taken into Executive Session under the consultation with attorney exception).
- C. Discuss, consider and take action on office building options for WTCPUA Administration and Customer Service operations (R. Pugh).**

VII. NEW BUSINESS

- A. Discuss, consider and take action on Wholesale Agreement with Deer Creek Ranch Water Company, LLC (B. Goodwin).**
(This item may be taken into Executive Session under the consultation with attorney exception).
- B. Discuss, consider and take action regarding plat review and USFWS MOU requirements in plats by Hays County and the City of Dripping Springs (S. Roberts).**
(This item may be taken into Executive Session under the consultation with attorney exception).
- C. Discuss, consider and take action on filling vacancy on WTCPUA Finance Committee (J. Smith).**
- D. Discuss, consider and take action on appointment of new Vice President to WTCPUA Board (S. Roberts).**
- E. Discuss, consider and take action on resignation of Michael Slack from Impact Fee Advisory Committee, and nominations for replacement (R. Pugh).**
- F. Discuss, consider and take action regarding pending and/or anticipated litigation, including:**
 - 1. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-18-001654 (S. Albright).*
(This item may be taken into Executive Session under the consultation with attorney exception).
- G. Discuss, consider and take action regarding non-payment of annual reservation fees for Nonstandard Service Agreements (NSSAs) including: (J. Smith).**

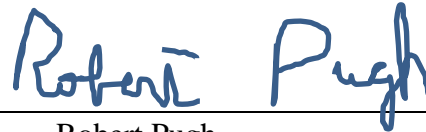
1. The Backyard Project.

2. The Terrace Project.

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

VIII. ADJOURNMENT

Dated: April 12, 2018



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**

March 15, 2018

Present:

Scott Roberts, President
Fred Goff, Vice President
Ray Whisenant, Secretary
Bill Goodwin, Assistant Secretary
Don Walden, Assistant Secretary
Steven Knuff, Ex Officio

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
David Klein, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
Judith Coker, Agency Engineer
Trey Cantu, Agency Operations Manager

I. CALL TO ORDER

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

II. ESTABLISH QUORUM

III. PUBLIC COMMENT

IV. CONSENT AGENDA

- A. Approve minutes of February 15, 2018 regular Board Meeting.**
- B. Approve payment of outstanding invoices and other related bookkeeping matters.**
- C. Approve Service Extension Requests (SERs) including location maps for:
 - 1. Morgan Tract Bee Cave, 83 water and 83 wastewater LUEs, 71 System.****
- D. Approve Professional Services Agreement with Halff and Associates, Inc. for Service and Development policy MOU water quality reviews.**

- E. Approve First Amendment with ERG Belterra, LTD for \$6,000 in additional water line engineering services, reimbursable to WTCPUA, for the Belterra Commercial Project.**
- F. Approve easements for City of Bee Cave Pedestrian Trails at Gateway to Falconhead and adjacent areas.**
- G. Approve purchase of replacement vehicle for PUA Operations Fleet through Buy Board approved vendor Caldwell County and declare replacement vehicle as surplus property:
 - 1. Replace PUA Unit 003, 2003 Ford F250, ¾ ton pick-up with 2018 Chevrolet Colorado 4X2 Extended Cab Pickup, \$22,720.****
- H. Approve developer reimbursement in the amount of \$229,260.33 for Lazy Nine MUD 1A/NASH Sweetwater, LLC**
- I. Approve Easement Agreement with John Carrell for the 1340 Transmission Main Project.**
- J. Approve Pay Application No. 1 for the 1340 Elevated Storage Tank Project to Landmark Structures I, O.P. for \$28,975**

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

The vote was taken with the following result:

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

V. STAFF REPORTS

A. General Manager's Report.

Mr. Pugh presented this item, provided as **Exhibit K**. Mr. Pugh stated that the Carrell easement was finally negotiated and ready for recordation. He also stated that West Travis County MUD No. 3 and West Travis County MUD No. 5 would be holding a consolidation election in May, and that if approved, the new consolidated district would have a 10-person board consisting of existing directors until the director election in November.

Mr. Pugh stated that staff has been working on reviewing the development policies and hoped to have a recommendation to the Board in the future. Director Roberts asked about the rate comparison reference in Number 25, and questioned whether the PUA had a way to differentiate

comparisons with entities that have taxes. Director Roberts asked in future comparisons that a notation should be made where there is taxing authority.

B. Controller's Report.

Ms. Smith presented this item, provided as Exhibit L. She stated that the first four months of the fiscal year netted an increase of \$364,000.

C. Engineer's Report including:

- 1. Capital Improvements Plan Update.**
- 2. Impact Fee Study Update**

This report was provided as Exhibit M.

D. Operations Report including:

- 1. TLAP/210 effluent usage and pond levels**

Mr. Cantu presented this item, provided as Exhibit N. He flagged the effluent use and pond levels and stated that the ponds are at 79% capacity. Discussion ensued regarding notification efforts to bring the pond levels down. Director Walden stated that notification needs to occur early in the season next year to alert the entities, and that discussions with the golf courses regarding overseeding may assist in bringing down these levels.

Director Goodwin asked whether the ponds are lower than they have been in previous years, to which Mr. Pugh stated that his understanding from Mr. Lozano was that we are in better shape with regards to the ponds than in the past due to better relations with the golf courses. Mr. Pugh stated that billing to TLAP and 210 customers had been suspended in January to encourage the use of effluent.

VI. OLD BUSINESS

At 11:15 a.m., Director Roberts announced that the Board would convene in executive session to consult with its attorney under Texas Government Code 551.071 regarding Items VI. A./B.

At 12:21 p.m., Director Roberts announced that the Board would convene in open session and that no action had been taken.

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

- 1. 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.**

This item was discussed in Executive Session.

2. Williams 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.

B. Discuss, consider and take action on amendments to WTCPUA Service and Development Policies.

This item was discussed in Executive Session.

VII. NEW BUSINESS

A. Discuss, consider and take action on FY 2017 Independent Auditor's Report and Audited Financial Statements and Supplemental Information for year ended September 30, 2017.

Ms. Smith introduced Jimmy Rommel with Maxwell Locke & Ritter to present the audit, provided as **Exhibit O**.

He stated that the audit contains a clean audit opinion and identified the PUA's statement of net position. Mr. Rommel went through the audit with the Board, detailing the reported items contained in the audit.

B. Discuss, consider and take action on Independent Auditor Procedures Report of Reimbursable Costs for Highpointe Phase 5, Section 3.

Mr. Rommel presented the audit of the reimbursable costs for Highpointe Phase 5, Section 3, provided as **Exhibit P**.

MOTION: A motion was made by Director Walden to approve the audit as provided in **Exhibit O** and to approve the Report of Reimbursable Costs for Highpointe Phase 5, Section 3, as provided in **Exhibit P**. The motion was seconded by Director Whisenant.

The vote was taken with the following result:

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

C. Discuss, consider and take action on office building options for WTCPUA Administration and Customer Service operations.

Mr. Pugh presented on this item and provided a memorandum as **Exhibit Q**. He stated that staff had determined that it would be beneficial to combine the PUA's two offices and he had put together criteria for consideration. He stated that staff had identified three locations that meet the

criteria identified, as detailed in the memorandum, and detailed the finishing costs for each location. He also stated that the Gateway to Falconhead space has the opportunity for purchase as well.

Director Walden stated that the size should be taken into account for the lowest cost space. Director Whisenant asked if any other options were considered, and Mr. Pugh stated that options outside of Bee Cave were looked at, but generally the places that met staff criteria were in the Bee Cave area.

Director Goodwin asked about the purchase option, and asked if the land would be included, or whether it would be similar to purchasing a condominium. Ms. Albright stated that she believed that the development was set up as a condominium regime, but this could be confirmed if this option was selected.

In response to a question from Director Whisenant, Mr. Pugh stated that the Calabria office lease expires in October, and leasing month-to-month would be more expensive.

Director Walden asked if a commercial real estate agent had been engaged by the PUA, to which Mr. Pugh stated that he had been working with property agents.

Mr. Knuff asked how many people come into the Customer Service office, to which Ms. Riechers stated that there are approximately 200 walk-in customers per month.

MOTION: A motion was made by Director Roberts to postpone this discussion until April to look at other potential locations. The motion was seconded by Director Whisenant.

The vote was taken with the following result:

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

The motion failed.

Director Goodwin stated that there are two sewer plants and a water treatment plant in Bee Cave, so it would seem prudent to have staff located near these facilities.

The Board narrowed the options to the Bee Cave Parkway and Gateway to Falconhead locations, and directed that staff negotiate a favorable proposal. Discussion ensued regarding traffic concerns and Director Goodwin asked that Mr. Pugh consider traffic issues in his review.

Mr. Knuff asked about the process to look at these facilities, and Mr. Pugh stated that he had spoken to the existing property manager who had provided input regarding other buildings in the area that were available to lease.

MOTION: A motion was made by Director Goodwin to negotiate with 13215 Bee Cave Parkway and Gateway to Falconhead. The motion was seconded by Director Walden.

The vote was taken with the following result:

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

Director Roberts stated that he voted no because he didn't think the search was adequate in looking in the entire area, and that some locations may have been overlooked, and that there are likely other facilities less expensive. Director Whisenant stated that if this is a ratepayer's utility, and the PUA is looking for leases beyond 7 years, it is not fiscally responsible to move forward with leases at these rates. Director Roberts stated that if the best fiscal alternative is in Bee Cave, that he would be amenable to the proposal, but he felt that this review was not adequate.

D. Discuss, consider and take action on FY2019 wholesale and retail rate study per Agreement with Heddin Consultants, Inc. in the amount of \$41,680.

Ms. Smith stated that this study is proposed ahead of the 2019 bond payment, and recommended approving the proposal presented as **Exhibit R**.

MOTION: A motion was made by Director Walden to approve the FY2019 wholesale and retail rate study agreement with Heddin Consultants, Inc. The motion was seconded by Director Roberts.

The vote was taken with the following result:

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

Director Walden asked if Ms. Heddin had associates supporting, to which Ms. Heddin stated that she has administrative staff assisting her. Ms. Smith clarified that this is only to review wholesale and retail rates.

E. Discuss, consider and take action on Murfee Engineering Company, Inc. engineering modelling and analysis fee estimate of \$25,170 for:

1. Supplemental 1.5 MGD capacity request to DSWSC 1.5 MGD SER approved on August 17, 2017, 290 System.

Mr. Murfee presented on this item, provided as **Exhibit S**. He stated that his firm would review this analysis. He stated that the previous analysis detailed a need for an additional pump station. The customer stated that this pump station could be a CIP project, and Mr. Murfee said this may be the case.

Director Goodwin stated that this seemed like a short timeframe to double the capacity request, and Mr. Murfee stated that the water supply corporation is cost conscious and looking at how much it would cost to get additional water. In response to a question from Director Goodwin, Mr. Murfee stated that they have not done a demography study, but that the Dripping Springs school district did conduct such a study.

Director Roberts confirmed that this may assist in the CIP project.

Director Goodwin asked about the modeling for Masonwood West, and Mr. Murfee confirmed that the modeling was part of the SER process versus the CIP process as they were asking for water beyond the CIP program.

MOTION: A motion was made by Director Goodwin to approve Murfee Engineering Company, Inc. engineering modelling and analysis fee estimate of \$25,170 for the Supplemental 1.5 MGD capacity request to DSWSC 1.5 MGD SER approved on August 17, 2017, 290 System. The motion was seconded by Director Roberts.

The vote was taken with the following result:

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

Voting Nay: None

Absent: None

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 Roberts, Whisenant, Goodwin, Goff and Walden

Voting Nay: None

Absent: None

The meeting adjourned at 12:21 p.m.

PASSED AND APPROVED this ___ day of April, 2018.

Scott Roberts, President
Board of Directors

ATTEST:

Ray Whisenant, Secretary/Treasurer
Board of Directors

DRAFT

ITEM B

West Travis County PUA- GOF
Cash Flow Report- Manager's Account
As of March 31,2018

Number	Name	Amount
15276	Vintage Estate Homes	\$ (10,302.73)
15277	BB&T - Bourland	\$ (255.55)
15278	BB&T - Cantu	\$ (436.60)
15279	BB&T - Coker	\$ (1,218.52)
15280	BB&T - Harkrider	\$ (551.53)
15281	BB&T - Jeffrey	\$ (924.45)
15282	BB&T - Main Office 4972	\$ (1,115.83)
15283	BB&T - Pugh	\$ (3,285.40)
15284	BB&T - Rendon	\$ (1,148.61)
15285	BB&T - Sarot	\$ (806.19)
15286	BB&T - Schwabe	\$ (809.95)
15287	BB&T - Sifuentes	\$ (99.40)
15288	BB&T - Smith	\$ (1,638.15)
15289	BB&T - Strickland	\$ (149.80)
ACH	City of Austin 22455 82422	\$ (133.55)
ACH	City of Austin 39852 19450	\$ (265.47)
ACH	City of Austin 39975 21324	\$ (98.99)
ACH	City of Austin 54002 73163	\$ (192.22)
ACH	City of Austin 71822 19829	\$ (11,577.42)
15290	Bee Cave Oaks Development, Inc.	\$ (27,893.00)
23391867	Ace Contractor Supply	\$ (799.21)
23395169	AT&T	\$ (2,185.05)
23397936	AT&T Wireless	\$ (2,225.67)
23391961	AVR Inc.	\$ (3,607.81)
23422784	Brenntag Southwest Inc.	\$ (28,201.88)
23374949	Bulldog Steel Products, Inc	\$ (102.36)
23376552	Calabria Investments L.P.	\$ (4,833.40)
23375259	Capitol Courier	\$ (35.37)
ACH	CFG Industries, LLC	\$ (36,812.50)
23401367	Champion Power Products, Inc	\$ (1,597.00)
23385639	ChemEquip	\$ (2,950.00)
23425613	CP&Y	\$ (9,335.46)
23426941	D.A.D.'s Lawn Services, LLC	\$ (5,800.00)
23379115	David Beaver	\$ (92.97)
23389705	Discount Tire	\$ (581.00)
23377420	Elliott Electric Supply, Inc	\$ (3,143.33)
23391538	Ferguson Enterprises, Inc.	\$ (152.32)
23378800	Galleria Walk Inc	\$ (196.71)
23375547	GP Equipment Company	\$ (22.35)
23396088	Grainger	\$ (1,371.22)
23413262	Guardian Industrial Supply LLC	\$ (5,768.80)
23382626	Halff Associates, Inc.	\$ (525.00)
23378595	HarHos Bee Caves, LLC	\$ (3,559.65)
23428205	HarHos Bee Caves, LLC	\$ (5,906.98)

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23416853	Hays County MUD No 4	\$	(6,687.51)
23416893	HydroPro Solutions, LLC	\$	(5,084.46)
23397170	Juan Bachofer and Natalia Costa	\$	(86.06)
23382883	Kari Ann Johnson	\$	(59.61)
23428094	Lloyd Gosselink Rochelle & Townsend, P.C.	\$	(19,688.28)
23379871	Lower Colorado River Authority	\$	(3,034.64)
23418851	Lower Colorado River Authority	\$	(80,783.27)
23394382	MailFinance	\$	(383.70)
23382955	Marcelo's Sand & Loam	\$	(559.70)
23389808	McCoy's Building Supply	\$	(520.35)
23389052	Mission Controls and Automation	\$	(1,610.42)
23412285	Murfee Engineering Company Inc.	\$	(186,397.07)
23380251	Nelisa Heddin Consulting, LLC	\$	(1,548.80)
23385236	Neopost	\$	(106.86)
23395369	Prasanna Basnet and Sudip Khadka	\$	(24.00)
23386847	Precision Calibrate Meter Services	\$	(828.97)
23416315	PrimeSpec Construction LLC	\$	(68,571.00)
23378437	Ready Refresh	\$	(121.74)
23422789	Robert H. Wager Co. Inc.	\$	(5,519.88)
23387616	Stratus Building Solutions	\$	(175.00)
23396677	Techline Pipe, LP	\$	(1,278.69)
23391071	Texas Community Propane, Ltd	\$	(29.74)
23384462	Texas Excavation Safety System, Inc.	\$	(530.10)
23395703	The Print Shoppe	\$	(94.00)
23422062	The Wallace Group Inc	\$	(10,461.14)
23397692	Time Warner 27088	\$	(130.66)
23393999	Time Warner 39409	\$	(102.68)
23375639	Time Warner 65198	\$	(781.25)
23384396	Time Warner 70172	\$	(239.99)
23408509	TML MultiState Intergovernmental EBP	\$	(52,785.97)
ACH	Travis County MUD No 16	\$	(31,171.76)
23387584	Treaty Oak Homes, LLC	\$	(100.00)
23385000	Tuff Machinery LLC	\$	(2,416.00)
23398500	TxTag	\$	(30.82)
23397836	United Site Services of Texas, Inc.	\$	(84.68)
23391940	USABlueBook	\$	(1,705.70)
23400832	USIC Locating Services, LLC	\$	(3,872.00)
23419291	Wastewater Transport Services, LLC	\$	(7,727.75)
23419354	Brenntag Southwest Inc.	\$	(561.44)
23447944	ChemEquip	\$	(6,444.00)
23415092	Rain For Rent	\$	(1,285.20)
23443945	ARC Document Solutions	\$	(393.96)
23442815	Wastewater Transport Services, LLC	\$	(2,869.50)
23476285	Fluid Meter Service, Corp	\$	(2,825.00)
23471422	Guardian Industrial Supply LLC	\$	(450.00)

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23470398	HydroPro Solutions, LLC	\$	(4,031.39)
23468099	Neltronics	\$	(4,839.25)
23488372	Republic Services Inc.	\$	(628.65)
23482241	USABlueBook	\$	(532.21)
23480596	Wastewater Transport Services, LLC	\$	(1,800.00)
23513431	Department of Information Resources	\$	(167.78)
23498927	Ice Works	\$	(137.50)
23505582	Time Warner 48749	\$	(125.64)
23568210	Aqua-Tech Laboratories, Inc	\$	(15,937.58)
23546044	Mission Controls and Automation	\$	(346.21)
23605634	ACT Pipe & Supply	\$	(509.33)
23619701	Austin Armature Works, LP	\$	(8,019.48)
23595191	Champion Power Products, Inc	\$	(984.67)
23587465	City of Austin 04065 16047	\$	(118.86)
23624654	City of Austin 44118 09855	\$	(14,018.18)
23597433	CTRMA Processing	\$	(2.19)
23615904	D.A.D.'s Lawn Services, LLC	\$	(5,800.00)
23586655	Elliott Electric Supply, Inc	\$	(1,135.18)
23627368	Generator Field Services LLC	\$	(11,005.57)
23592765	HarHos Bee Caves, LLC	\$	(342.34)
23601720	HarHos Bee Caves, LLC	\$	(394.32)
23589573	HarHos Bee Caves, LLC	\$	(565.73)
23586727	HarHos Bee Caves, LLC	\$	(651.61)
23612231	Maxwell Locke & Ritter LLP	\$	(25,000.00)
23592043	McCoy's Building Supply	\$	(159.83)
23595146	Odessa Pumps & Equipment Inc,	\$	(77.00)
23619885	Pedernales Elec Coop, Inc.	\$	(5,563.26)
23601842	PostNet TX144	\$	(56.57)
23624889	PSI-Pump Solutions,Inc	\$	(5,565.72)
23620602	Ron Perrin Water Technologies	\$	(18,180.00)
23594448	Tuff Machinery LLC	\$	(1,635.00)
23590202	Vintage IT Services	\$	(3,157.00)
23626021	Wastewater Transport Services, LLC	\$	(71,650.00)
23620207	AT&T Mobility-CC	\$	(862.99)
23655827	City of Austin 07107 11753	\$	(56,319.16)
23637693	Evergreen Southwest	\$	(2,725.00)
23652466	Five Star Electric	\$	(5,967.28)
23626693	Odessa Pumps & Equipment Inc,	\$	(2,118.69)
23620206	TxTag	\$	(3.70)
23654870	AT&T Wireless	\$	(2,114.52)
23661843	Detection Instruments Corp.	\$	(3,607.21)
23657558	Pedernales Elec Coop, Inc.	\$	(4,685.93)
23665465	The HT Group	\$	(1,198.00)
23700360	Grainger	\$	(543.00)
23694037	HydroPro Solutions, LLC	\$	(1,612.89)

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23718685	Brenntag Southwest Inc.	\$	(1,342.10)
23742405	Ace Contractor Supply	\$	(2,679.19)
23753973	AT&T	\$	(2,200.13)
23743992	AVR Inc.	\$	(1,659.64)
23758679	BB&T - Bourland	\$	(26.92)
23749264	BB&T - Cantu	\$	(1,208.74)
23758283	BB&T - Harkrider	\$	(676.32)
23758076	BB&T - Jeffrey	\$	(1,467.46)
23744503	BB&T - Main Office 4972	\$	(2,536.42)
23754705	BB&T - Pugh	\$	(2,096.64)
23744211	BB&T - Rendon	\$	(912.51)
23743408	BB&T - Sarot	\$	(4,186.22)
23759300	BB&T - Schwabe	\$	(1,212.40)
23756399	BB&T - Sifuentes	\$	(1,402.56)
23753243	BB&T - Smith	\$	(2,218.98)
23743856	BB&T - Strickland	\$	(436.21)
23757053	Brenntag Southwest Inc.	\$	(280.72)
23747614	Capitol Courier	\$	(29.97)
23742110	City of Austin 39975 21324	\$	(81.29)
23767697	City of Austin 71822 19829	\$	(10,676.30)
23744763	Coachworks Car Wash	\$	(307.95)
23780981	CP&Y	\$	(11,917.60)
23757458	Ferguson Enterprises, Inc.	\$	(4,124.63)
23741646	Lloyd Gosselink Rochelle & Townsend, P.C.	\$	(835.50)
23745138	Lower Colorado River Authority	\$	(3,575.14)
23773926	Lower Colorado River Authority	\$	(72,097.42)
23738191	McCoy's Building Supply	\$	(88.27)
23792460	Murfee Engineering Company Inc.	\$	(5,611.25)
23782367	NASH Sweetwater LLC	\$	(229,260.33)
23736786	Neopost	\$	(204.60)
23746535	Office Depot	\$	(394.57)
23747983	PostNet TX144	\$	(14.62)
23754590	Smith Pump Company, Inc.	\$	(79.06)
23747104	Texas Excavation Safety System, Inc.	\$	(567.15)
23753110	Time Warner 27088	\$	(130.66)
23737991	Time Warner 70172	\$	(239.99)
23758436	United Rentals, Inc.	\$	(700.75)
23739489	USABlueBook	\$	(1,493.10)
23752379	USIC Locating Services, LLC	\$	(3,979.55)
23738004	Wastewater Transport Services, LLC	\$	(1,800.00)
23803488	Calabria Investments L.P.	\$	(5,005.00)
23792565	City of Austin 22455 82422	\$	(148.53)
23778051	City of Austin 39852 19450	\$	(232.05)
23778767	City of Austin 54002 73163	\$	(178.94)
23778832	Core & Main LP	\$	(929.80)

West Travis County PUA- GOF
Cash Flow Report- Manager's Account
As of March 31,2018

23769495	DSHS Central Lab	\$	(261.45)
23822754	Techline Pipe, LP	\$	(12,211.09)
23775720	Texas Community Propane, Ltd	\$	(22.79)
23778262	TxTag	\$	(9.03)
23807707	The HT Group	\$	(1,198.00)
23843472	Adam Preble	\$	(1,436.92)
23848217	Aimee and Mitch Ahiers	\$	(1.82)
23835514	Anne and Scott Weber	\$	(22.30)
23848255	Ashton Woods Homes	\$	(142.76)
23846076	Associa Hill Country	\$	(3,972.70)
23833295	Brenntag Southwest Inc.	\$	(4,886.50)
23846057	Brock and Andrea Brunner	\$	(63.45)
23833437	CA / Atlantic Homes	\$	(62.43)
23847018	Capella Capital Partners Storge II, LLC	\$	(253.49)
23846182	Carlos Sanchez	\$	(98.59)
23842728	Castlerock Communities LP	\$	(41.14)
23853212	Century Communities	\$	(77.51)
23835299	Chirster Ljungdahl	\$	(37.74)
23840015	Chris and Janet Culver	\$	(88.77)
23838957	Christer Ljungdahl	\$	(37.74)
23839141	Christina Smith	\$	(99.99)
23840580	City Of Bee Cave	\$	(1,926.29)
23875779	CP&Y	\$	(18,415.50)
23853703	Daniel and Jeanette Spain	\$	(68.45)
23881985	Dean Niemeyer	\$	(5,260.52)
23846196	Deborah Plennert	\$	(336.92)
23832687	Denise Bromley	\$	(155.89)
23831302	Drees Custom Homes	\$	(8.45)
23842881	DS Design - David Bruno	\$	(3,100.00)
23834427	Edgestone Automotive	\$	(1,915.68)
23841505	Emily and Darren Depena	\$	(78.20)
23846012	Evelyn and Joseph Lamendola	\$	(80.49)
23832713	Ferguson Enterprises, Inc.	\$	(185.91)
23836930	Ferguson Enterprises, Inc.	\$	(236.13)
23831133	Genevieve Wright	\$	(25.72)
23841388	GP Equipment Company	\$	(1,521.15)
23833036	Gretchen Ann Williams	\$	(100.00)
23851079	Guardian Industrial Supply LLC	\$	(90.00)
23848442	HarHos Bee Caves, LLC	\$	(3,691.09)
23881390	HarHos Bee Caves, LLC	\$	(6,124.18)
23839472	Highland Homes , LLC	\$	(286.54)
23841606	Inven Trust Property Mgt	\$	(100.99)
23844103	Jacob and Sarah Adams	\$	(63.45)
23853139	Jason Arrington	\$	(48.78)
23844790	Jason Osterhues	\$	(52.07)

West Travis County PUA- GOF
Cash Flow Report- Manager's Account
As of March 31,2018

23842440	Jennifer Moser	\$	(22.24)
23852604	John S Duchala	\$	(23.42)
23838948	Judith and Louis Crane	\$	(18.68)
23842196	Julie Zlotnick	\$	(187.20)
23840931	Katheryn Daniel	\$	(137.21)
23837197	Kathleen Kiatta	\$	(83.13)
23842921	Katryn Chansley	\$	(137.19)
23835454	Kenneth Tam	\$	(62.04)
23844214	Kevin Miele	\$	(65.25)
23832124	Kristi Shashack	\$	(25.49)
23850669	Lee Lewis Construction	\$	(1,560.45)
23833666	Lia and Bryan Powell	\$	(23.23)
23833338	Mandi McNutt	\$	(97.76)
23851997	Marcelo's Sand & Loam	\$	(456.30)
23840877	Marie and Justin Lowman	\$	(100.00)
23846101	Mark and Jennifer Santos	\$	(85.33)
23831465	Martin Cuilla	\$	(23.68)
23880466	Maxwell Locke & Ritter LLP	\$	(27,000.00)
23835959	MHI McGuyer Homebuilders, Inc	\$	(128.28)
23837812	Molly Dienna	\$	(98.18)
23843397	Net Solutions and Security, LLC	\$	(4,355.00)
23845633	Paula Barkan	\$	(100.00)
23848924	Ray Kreig	\$	(12.18)
23854425	Reit Mgt and Research LLC	\$	(138.75)
23843809	Richard Siegelman	\$	(6.00)
23831124	Robert and Glorita Tebbs	\$	(64.02)
23846232	Ryland Homes	\$	(58.90)
23831050	Scott Felder Homes	\$	(104.85)
23830416	Steve and Jill Gottlieb	\$	(83.13)
23853153	Steven and Robyn Tschoerner	\$	(80.31)
23840277	Stuart and Carla Hays	\$	(56.20)
23854853	Swisher & Harren LLC	\$	(600.00)
23840671	Synchro Realty, LLC	\$	(70.70)
23855199	Taylor Morrison of Texas, Inc	\$	(96.01)
23868365	The Wallace Group Inc	\$	(9,017.50)
23841767	Time Warner 65198	\$	(781.25)
23851692	Timothy Papion and Mary Lou Minor	\$	(26.74)
23883164	TML MultiState Intergovernmental EBP	\$	(28,070.36)
ACH	Travis County MUD No 16	\$	(28,527.34)
23838444	United Site Services of Texas, Inc.	\$	(93.71)
23848642	Vintage Estate Homes	\$	(40.07)
23849880	Wade Gilbreath and Brittany Pena	\$	(527.06)
23872481	Wastewater Operations, LLC	\$	(5,610.63)
23871788	Wastewater Transport Services, LLC	\$	(6,600.00)
23844059	West Travis County MUD 5	\$	(42.77)

West Travis County PUA- GOF
Cash Flow Report- Manager's Account
As of March 31,2018

23837585	West Travis County MUD 6	\$	(1,980.02)
23837746	William Daniels Jr.	\$	(98.18)
23877609	Guardian Industrial Supply LLC	\$	(336.30)
23904569	Murfee Engineering Company Inc.	\$	(124,146.72)
23900677	Jones Heating and Air Conditioning	\$	(227.50)
23893213	USABlueBook	\$	(499.00)
23893898	Vintage IT Services	\$	(145.00)
23927697	Chart Your Course International, Inc	\$	(2,650.00)
23946857	HydroPro Solutions, LLC	\$	(7,561.44)
23928693	Ready Refresh	\$	(163.61)
23929800	USABlueBook	\$	(279.53)
23928130	Wastewater Transport Services, LLC	\$	(885.00)
	Total	\$	(1,682,385.80)

West Travis County PUA - GOF

Cash Flow -Payroll Account

As of March 31, 2018

Num	Name	Memo	Amount
11117 · Payroll			
PAYROLL	Employee Payroll	Payroll -2/19/2018-3/4/2018	-57,422.78
ACH	ExpertPay	Expert Pay- Child Support	-173.02
ACH	Security Benefits	457 Employee Contribution	-1,581.56
PAYROLL	United States Treasury	Payroll Liability Payment- 2/19/2018-3/4/2018	-18,522.12
ACH	Child Support Systems	Child Support Remittance	-493.83
ACH	Texas County DRS	TCDRS Payment-February	-28,526.68
PAYROLL	Employee Payroll	Payroll -3/5/2018-3/18/2018	-57,631.62
ACH	ExpertPay	Expert Pay- Child Support	-173.02
ACH	Security Benefits	457 Employee Contribution	-1,523.23
PAYROLL	United States Treasury	Payroll Liability Payment- 3/5/2018-3/18/2018	-18,215.02
ACH	Child Support Systems	Child Support Remittance	-493.83
Total 11117 · Payroll			-184,756.71
TOTAL			-184,756.71

ITEM C

**CONSTRUCTION INSPECTION SERVICES AGREEMENT
BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
THE BRIDGE GROUP**

STATE OF TEXAS §
COUNTIES OF HAYS AND TRAVIS §

This CONSTRUCTION INSPECTION SERVICES AGREEMENT (“**Agreement**”), effective on _____, 2018 (the “**Effective Date**”), is entered into by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code (hereafter the “**PUA**”), and THE BRIDGE GROUP (hereafter “**Consultant**”). The PUA and Consultant are each, a “**Party**” and are collectively referred to as the “**Parties**.”

RECITALS

WHEREAS, the PUA is a public utility agency operating pursuant to Chapter 572, Texas Local Government Code;

WHEREAS, the PUA desires to engage Consultant to provide the PUA with administrative and construction inspection related services; and

WHEREAS, the Parties desire to enter into this Agreement to provide the terms and conditions for such consulting services.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements hereinafter set forth, and other good and valuable consideration, the adequacy and sufficiency of which is evidenced by the Parties’ respective execution of this Agreement, the Parties agree as follows:

AGREEMENT

Section 1. Consulting Services and Rates.

- a. The PUA does hereby engage Consultant, and Consultant does hereby accept and agree to be engaged by the PUA to provide, on an as-needed basis, administrative and construction inspection related to the PUA’s water and wastewater system (the “**Services**”), ~~attached hereto for all purposes. Consultant shall be available to provide the Services to the PUA on a full time basis, but will be allowed scheduled absences and absences arising from circumstances beyond Consultant’s control.~~
- b. The Parties agree that the PUA will compensate Consultant for the Services at a rate of \$65.00 per hour upon receipt of an invoice from Consultant submitted ~~on no less~~

Commented [1]: Provision from existing Bridge Group agreement.

The Bridge Group - Consultant Service Agreement

~~frequently than a quarterly monthly~~ basis. ~~Prior to initiating any work, the Consultant shall submit to the General Manager or designee Work Authorization Proposals that include the project description, scope of work, staff descriptions, hours per staff, and total cost. Under general direction of the PUA, Contractor shall manage schedule independently to meet Performance Standards outlined in Section 3 to ensure the most efficient, cost effective operations possible. Consultant shall not provide any Services to the PUA without prior written approval of the General Manager of the PUA. The PUA will reimburse consultant for estimated mileage not to exceed 10 times hours billed per project, or actual mileage at 0.50 cents per mile. Consultant may request approval for reimbursement of mileage at the Federally Published Rate.~~

Commented [RP2]: Typically, this cost would be included as overhead in the consultant's hourly rate.

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

Commented [3]: This provision is included in the current Bridge Group agreement, but is not typically included in the PUA's consultant contracts.

Section 3. Performance Standards. Consultant agrees that Consultant will, in accordance with all professional and ethical requirements, faithfully, industriously, and to the best of Consultant's ability, experience and talent, perform to the reasonable satisfaction of the Board of Directors of the PUA, the Services requested. Services include, but are not limited to, insuring that Developers' water and wastewater construction is in accordance with PUA approved plans and specifications, inspecting all facilities prior to backfill, pressure testing, bacteriological sampling, recommending field adjustments when required, and certification of project close out requirements.

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

Section 5. Invoicing. Consultant shall invoice the PUA for the Services provided ~~no less frequently than a quarterly on a monthly~~ basis, with invoices submitted no later than thirty (30) calendar days after the end of the period for services billed, and the The PUA shall have thirty (30) calendar days upon receipt of each invoice to pay such invoice. Invoices shall be formatted per PUA requirements and include the projects inspected, dates, hours and activities of inspections performed and photographs required to document inspection activities.~~Work Authorization Description, PUA Work Authorization Number, authorized amount, current invoice amount, and total amount invoiced to date. Each invoice shall also include a breakout of tasks completed, hourly rate per task and total hours per task. The PUA may reject payment of invoices that do not meet the requirements outlined above. Work Authorizations that exceed the authorized amount shall require an Amendment to the Work Authorization prior to invoices being approved for payment.~~

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

Section 7. Insurance. Consultant shall provide and maintain in full force and effect at Consultant's expense a professional liability insurance policy in the minimum amount of

The Bridge Group - Consultant Service Agreement

\$1,000,000 conditioned that Consultant will faithfully perform the Services under terms of this Agreement.

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

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

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

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

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

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

Section 14. Severability. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of the Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated. However, if any provision of this Agreement that the Parties deem to be material to the Agreement is held to be invalid, illegal or enforceable in any respect, the Parties agree to revise the term to the extent necessary to comply with Applicable Law.

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

The Bridge Group - Consultant Service Agreement

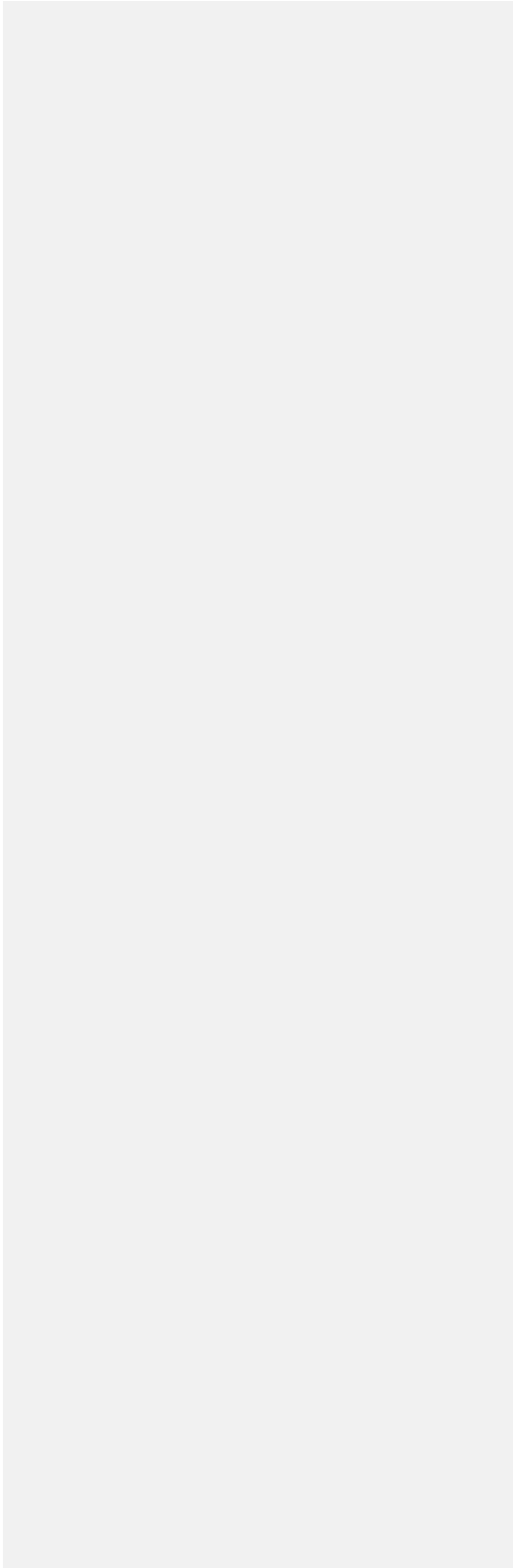
IN WITNESS THEREOF, Consultant, by its duly authorized officer, and the PUA, with the approval of a majority of the Board of Directors, have executed this Agreement, effective on the Effective Date.

[Signature pages to follow]

THE BRIDGE GROUP

By: _____
Paul D. Pennybacker

Date: _____



The Bridge Group - Consultant Service Agreement

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
Scott Roberts
President, Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Jr.
Secretary, Board of Directors

(SEAL)

ITEM D

SECTION 00 63 63
CHANGE ORDER FORM – EJCDC C-941

Revised Change Order No. Two (2)

Date of Issuance: April 9, 2018 Effective Date: _____

Project Name: Tank & Pump Station Coating Improvements	Owner's Contract No.:
Owner: West Travis County PUA	Date of Contract: December 4, 2017
Contractor: CFG Industries, LLC	Project No.: 23008.15

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

Description: **Home Depot Site: Add:** Carboline Reactamine 760 interior coating to south tank in lieu of specified coating system \$9,500; Replace 3 fill lines on tanks with new Sch. 40 welded steel from ground to tank flange \$16,500; Repair tank holes with 3/16" plates on interior & exterior \$3,900; On all three tank fill lines, remove exterior check valves, install new owner provided gate valves, and reinstall existing fill control valves \$7,500; replace south tank center vent \$4,500; TOTAL for Home Depot Site = \$41,900.00. **County Line Site: Add:** Carboline Reactamine 760 interior coating on south tank in lieu of specified coating system \$23,780; On existing piping that presently contains bituminous exterior coating (only), apply SP7 blast followed by one coat Carboline Rustbond (1.0-2.0 mils DFT) primer and then apply 2nd and 3rd (top) coat at specified \$6,500; Carboline Reactamine 760 interior coating on north tank in lieu of specified coating system \$21,402; TOTAL for County Line Site = \$51,682.00.

Deduct: None

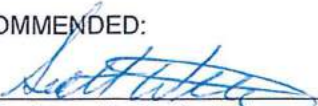
Attachments (list documents supporting change):

CFG Industries RFI No. 1 dated March 19, 2018, CFG Industries Email April 6, 2018

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>654,500.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days): <u>240</u> Ready for final payment (days) <u>270</u>
Decrease from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>(35,900.00)</u>	[Increase] [Decrease] from previously approved Change Orders No. to No. : Substantial completion (days): <u>0</u> Ready for final payment (days): <u>0</u>
Contract Price prior to this Change Order: \$ <u>618,600.00</u>	Contract Times prior to this Change Order: Substantial completion (days): <u>240</u> Ready for final payment (days): <u>270</u>
Increase of this Change Order: \$ <u>93,582.00</u>	[Increase] of this Change Order: Substantial completion (days): <u>12</u> Ready for final payment (days): <u>12</u>
Contract Price incorporating this Change Order: \$ <u>712,182.00</u>	Contract Times with all approved Change Orders: Substantial completion (days): <u>252</u> Ready for final payment (days): <u>282</u>

RECOMMENDED:

By:



Engineer (Authorized Signature)

Date:



ACCEPTED:

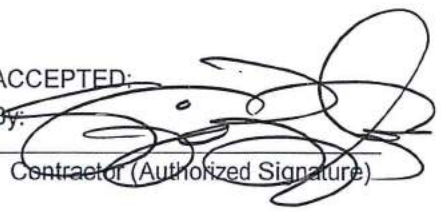
By:

Owner (Authorized Signature)

Date:

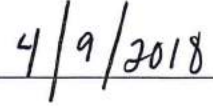
ACCEPTED:

By:



Contractor (Authorized Signature)

Date:





22535 Magnolia Hills Dr.
Magnolia, Texas, 77354

Monday, March 19, 2018

Scott Wetzel
CP&Y
swetzel@cpi.com

Re: RFI No.1 prices to complete suggested work

Scott,
CFG Industries, LLC is pleased to provide a quote for the Home Depot and County Line Sites:

HOME DEPOT

Removal of the heavy caulking, surface prep, and apply 100% solids, 0 VOC, elastomeric, aromatic polyurethane hybrid (Carboline - Reactamine 760)	\$9,500.00
Replace 3 Fill Lines w/ new pipe (\$5,500 each line/pipe)	\$16,500.00
Repair holes by welding patches on interior and exterior of tank.	\$3,900.00
Remove the existing check valves and install new gate valves on those 3 pipes (\$2,500 each install)	\$7,500.00
Replace center vent	\$4,500.00
Total	\$41,900.00

County Line

Apply Carboline - Reactamine 760 to both tanks interiors. (\$23,780 each tank)	\$47,560.00
SSPC-SP 7 Brush-off Blast Cleaning (NACE No. 4) should be used then apply Rustbond penetrating primer/sealer before top coat.	\$6,500.00
Total	\$54,060.00

Accepted by: _____
Representative

Accepted by: 
CFG Industries

Owner: _____

Date: _____

Date: 3/19/2018

Regards,
Sergio Zepeda
Project Manager
CFG Industries LLC.
szepeda@cfgcoatings.com

Subject:

West Travis County PUA - CO#2

Scott,
County Line
The 10% off discount comes to \$21, 402

Home Depot
6 on first tank due to reblasting (quick sweep) needed
3 days per tank on the other two tanks
Total 12 additional working days

Thank you Scott!

Any word on pay estimates 2 and 3?

Best Regards,

Sergio Zepeda

Project Manager
CFG Industries, LLC
Ph: 281-259-7244
Cell: 346-260-7202
22535 Magnolia Hills Dr.
Magnolia, TX 77354



ITEM E

SCOPE OF SERVICES

Work Order #4

GENERAL

In accordance with the Engineering Services Agreement between West Travis County Public Utility Agency (Owner) and CP&Y, Inc. (Engineer), dated August 17, 2017, the Owner and Engineer agree as follows:

I. Specific Project Data

- A. Title: **Effluent System Model Development and Central Park Effluent Delivery Evaluation**
- B. Description: Develop a hydraulic model for the Owner's existing effluent system for the purpose of reviewing existing system capacity and available capacity to serve future effluent customers. Services also include preliminary engineering evaluation for extending an effluent delivery system to Bee Cave Central Park. It is our understanding that the intent is to maximize the irrigation system within the requirements of TCEQ Chapter 210 – Use of Reclaimed Water. Design, bidding and construction phase services, and TCEQ permitting are not included in this Scope of Work.

II. Services of Engineer

A. Effluent System Model Development

1. Existing Data Review

- a. Engineer will review and assess available record drawings, GIS data, historical customer usage data, and historical pump performance data.
- b. Any elevations needed for this effort will be based on record drawings and topographic data provided by the Owner.

2. Development of Existing Effluent System Model

- a. Engineer will develop a hydraulic model using InfoWater software for the existing effluent system from Lake Pointe WWTP, to Bohls WWTP, to Spillman Pond and the distribution system. Elevations, pump data and customer demands will be based on information provided by the Owner.
- b. Model will be calibrated based on field test data provided by the Owner.
- c. One (1) meeting is anticipated to discuss the details of the system operation for incorporation into the model.

3. Bee Cave Central Park Delivery Evaluation

- a. Utilizing the Effluent System Model developed in Task A.2, develop two alternatives to deliver effluent to Bee Cave Central Park from existing infrastructure.

4. Deliverables:

- a. Calibrated InfoWater model.
- b. Written summary of existing system model, including figures showing existing and proposed model scenarios.

B. Bee Cave Central Park Preliminary Engineering Services

1. Preliminary Effluent Pipeline Alignment

- a. Engineer will prepare schematic-level exhibit identifying proposed horizontal alignment of effluent extension from existing effluent line to Central Park irrigation service/meter. Evaluation will include identification of easement needs, if any, for proposed alignment.
- b. Evaluation will be based on available GIS data and record drawings provided by the Owner.

2. Proposed Central Park Irrigation System

- a. Engineer will review existing irrigation plans to determine improvements needed for effluent irrigation system within Park boundaries, from the proposed irrigation service/meter location identified in Task B.1. It is anticipated that the intent is to

convert the current potable water irrigation system to a reclaimed water irrigation system.

3. Irrigation System Evaluation

- a. Annual Operation and Maintenance (O&M) of Irrigation System: Following evaluation of proposed effluent pipeline and irrigation system, Engineer will develop an operation and maintenance (O&M) schedule, including annual estimate of probable O&M costs.
- b. Effluent Application Volumes: Engineer will review existing annual application volumes for the existing irrigation system and notify Owner of any anticipated changes to the proposed application rates. Evaluation will be based on the requirements of TCEQ Chapter 210 – Use of Reclaimed Water.
- c. Evaluate and make recommendations of irrigation boundaries, times, and public access limitations when irrigating with reclaimed water.

C. Technical Memorandum

1. Engineer will utilize data gathered during the Preliminary Design Services phase to prepare a Technical Memorandum summarizing the findings and recommendations, including opinion of probable construction cost (OPCC) for proposed improvements.
 - a. Perform QA/QC Review prior to submitting Technical Memorandum.
2. Meetings
 - a. One (1) meeting is anticipated to occur during the Preliminary Design Phase to review and discuss alternatives prior to development of the Technical Memorandum. It is anticipated that the Owner and the City of Bee Cave will be present.
 - b. One (1) meeting is anticipated following submittal of the Technical Memorandum to discuss Owner comments

III. Additional Services

A. On-Call Modeling Services

1. Upon written request from the Owner, Engineer will provide on-call modeling services for any requests for updates, maintenance, or additional scenarios to the Effluent System Model which are not included in Section II – Services of the Engineer. Work performed as Additional Services will be paid on a Time and Materials basis for hours worked, according to the Rate and Fee Schedule included as Exhibit “B” of the Engineering Services Agreement dated August 17, 2017 between the Owner and Engineer.

IV. Owner’s Responsibilities

- A. Provide available record drawings for subject effluent lines and facilities, and other elements impacting the project.
- B. Provide any available utility, parcel and/or topographic mapping information of the project area.
- C. Provide any available GIS data for the subject effluent lines, water and wastewater lines, and elements impacting the project.
- D. Provide existing Central Park irrigation system operation and maintenance records.
- E. Provide existing annual application water volumes for the existing Central Park irrigation system.
- F. Provide inspection records, rehabilitation history and cleaning records for subject effluent lines.
- G. Provide proposed effluent water pressure and available GPM at point of connection.
- H. Obtain any required data and information from franchise utility companies.
- I. Coordinate and provide engineer with access to project site as needed for the duration of design.
- J. Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope of the Engineer’s services.
- K. Owner will be available on an as needed basis to answer questions, provide guidance and offer comment.
- L. Pay all fees associated with approvals and/or permits from entities when such approvals and/or permits are necessary as determined by the Owner.
- M. Pay for costs associated with newspaper public notice for bid advertisement, if needed.
- N. Assist with property owner coordination for Right-of Entry, if necessary.

V. Schedule

- A. Effluent System Model Development: 60 Calendar Days
- B. Preliminary Engineering Services: 21 Calendar Days
- C. Draft Technical Memorandum: 14 Calendar Days
- D. Owner Review: 14 Calendar Days
- E. Final Technical Memorandum: 7 Calendar Days

VI. Fee Schedule

- A. See attached.

Submitted by:

Accepted by:

Signature

Signature

Name

Name

Date

Date

**West Travis County PUA
Effluent System Model Development and Central Park Effluent Delivery Evaluation**

Fee Schedule/Budget

Project Phase	Task Description	Sr. Project Manager	Project Engineer	EIT	Sr. Technician	CP&Y Labor Hours	CP&Y Labor Costs	Subconsultant Costs (Landscape Architect)	Total Cost
		\$190.00	\$130.00	\$95.00	\$90.00				
A. Effluent System Model Development									\$ 22,400.00
A.1.	Existing Data Review	2	4	8		14	\$ 1,660.00	\$ -	
A.2.	Development of Existing Effluent System Model	24	40	24	8	96	\$ 12,760.00	\$ -	
A.3.	Bee Cave Central Park Delivery Evaluation	8	16	8	4	36	\$ 4,720.00	\$ -	
A.4.	Deliverables	2	8	8	12	30	\$ 3,260.00	\$ -	
B. Preliminary Engineering Services									\$ 6,710.00
B.1.	Proposed Effluent Pipeline Alignment	2	4	2	4	12	\$ 1,450.00	\$ -	
B.2.	Proposed Central Park Irrigation System	1	2	2	4	9	\$ 1,000.00	\$ 1,275.00	
B.3.	Irrigation System Evaluation	1	4	4		9	\$ 1,090.00	\$ 1,895.00	
C. Technical Memorandum									\$ 7,385.00
C.1.	Develop Technical Memorandum	2	8	16	0	26	\$ 2,940.00	\$ 2,165.00	
C.2.	Review Meetings (2)	4	4	0	0	8	\$ 1,280.00	\$ 1,000.00	
		46	90	72	32	240	\$ 30,160.00	\$ 6,335.00	\$ 36,495.00

Bee Cave Central Park Effluent Delivery Evaluation

Design Consultant: MWM DesignGroup, Inc.							
Date: 2/13/2018		Principal	LP III / PM III	LP II / PM II	Eng Support I	Sub-total Man-hours	Design Subtotal
Billing Rate per Hour		\$260.00	\$195.00	\$155.00	\$90.00		
Task No.	Task Description						
1	Central Park Irrigation						
	Review requirements for conversion of existing system	-	-	2	6	8	\$ 850.00
	Review O&M and provide recommendations	-	-	4	2	6	\$ 800.00
	Review water demand and provide recommendations	-	-	2	4	6	\$ 670.00
	Prepare opinion of Cost	-	-	2	6	8	\$ 850.00
	Delivery/Coordination	1	1	16	4	22	\$ 3,165.00
MWM TOTAL		1	1	26	22	50	\$ 6,335.00

ITEM F

WATER SERVICE AREA TRANSFER AGREEMENT

This WATER SERVICE AREA TRANSFER AGREEMENT (the “*Agreement*”) is made and entered into by and between the City of Austin (“*City*”) a home rule municipality organized and existing under the laws of the State of Texas, and the West Travis County Public Utility Agency (the “*PUA*”), a public utility agency organized under Texas Local Government Code, Chapter 572 (the City and PUA are each, a “*Party*”, and are collectively, the “*Parties*”), effective on _____, 2018 (the “*Effective Date*”).

RECITALS

WHEREAS, City is the holder of water certificate of convenience and necessity (“*CCN*”) No. 11322, the boundaries of which are within Travis, Hays and Williamson Counties, Texas;

WHEREAS, the PUA is the holder of water CCN No. 13207, the boundaries of which are within Travis and Hays Counties, Texas;

WHEREAS, Texas Water Code (“*TWC*”) § 13.248 authorizes contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the Public Utility Commission (“*PUC*”) after public notice and hearing;

WHEREAS, the City’s and PUA’s water CCN boundaries are adjacent to each other in certain locations;

WHEREAS, John C. Kuhn, individually, is the owner of a 10.734 acre tract of land (“*Transfer Tract*”), more specifically depicted in Exhibit A, attached hereto and incorporated herein for all purposes, which is located partially within the water CCN of the City and partially within the water CCN of the PUA;

WHEREAS, the Parties desire that the City transfer the portion of its water CCN that overlaps with the Transfer Tract to the PUA’s water CCN;

WHEREAS, the City and each District have determined that they are each authorized to enter into this Agreement pursuant to Chapter 791, Texas Government Code.

NOW THEREFORE, for the good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Purpose.** This Agreement shall be a “contract” designating areas and customers to be served by the Parties in accordance with TWC § 13.248.
2. **Transfer of the CCN Transfer Area.** The City transfers and conveys to the PUA, and the PUA accepts from the City, the portion of the City’s water CCN No. 11322 that

overlaps with the Transfer Tract; and the Parties hereby agree to the modification of the boundaries of their water CCNs, accordingly. The PUA agrees to take all necessary steps and pay all costs to prepare, file, and advance an application(s) at the PUC to transfer such water CCN boundaries from the City's water to the PUA's water CCN. The City agrees to cooperate with the PUA in advancing such application(s), should the need arise.

3. **No Continuing Obligation to Serve.** The Parties agree that upon PUC approval of the application(s) to transfer of the Transfer Tract from the City to the PUA, the City shall have no further obligation to provide retail water service to the Transfer Tract. If the PUC does not agree to allow the transfer of the Transfer Tract, the Parties agree to continue to discuss how best to achieve the purpose of this Agreement
4. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.
5. **Entire Agreement.** This Agreement reflects the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
6. **Notice.** All Notices by the PUA to the City shall be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

City of Austin
Attn: Director
625 E. 10th Street, Suite 800
Austin, Texas 78767

All Notices by the City to the PUA shall be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

West Travis County Public Utility Agency
Attn: Robert Pugh, General Manager
12117 Bee Cave Rd., Bldg. 3, Ste. 120
Bee Cave, Texas 78738

Any notice or other communication required or permitted under this Agreement shall be deemed to be delivered when delivered by United States mail, registered or certified, with return receipt requested and postage prepaid, on the date of receipt, refusal or non-delivery as indicated on the return receipt. Notice in any other manner shall be considered delivered if and when received by the other Party to be notified and acknowledged in writing by the Party to be notified. Either Party may change its address by giving written notice of such change to the other party.

7. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors, but shall not otherwise be assignable by any Party without prior written consent of the other Party, which consent shall not be unreasonably withheld. All of the respective obligations

of each of the Parties shall bind that Party and shall apply to and bind any successors or assigns of that Party.

8. **Venue.** Actions taken by either Party in connection with this Agreement shall be deemed to have occurred in Travis County, Texas.
9. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.
10. **Multiple Originals.** This Agreement may be executed in a number of counterparts, each of which shall be for all purposes deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.
11. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.
12. **Enforceability.** The Parties agree that this Agreement constitutes the legal, valid and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies, each of which shall constitute an original, effective on the Effective Date, on the dates set forth below:

CITY OF AUSTIN, TEXAS,
a Texas home rule municipality

By: _____

Date: _____

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY,
a Texas public utility agency

By: _____
Scott Roberts, President

Date: _____

ATTEST: _____
Ray Whisenant, Secretary

Date: _____

Exhibit A – Transfer Tract



Land Surveyors, Inc.

8000 Anderson Square Road, Suite 101

Austin, Texas 78757

Office: 512.374.9722

Registered Firm #10015100

METES AND BOUNDS DESCRIPTION

BEING 10.734 ACRES OF LAND OUT OF THE J.R. MORGAN SURVEY NUMBER 56, ABSTRACT NUMBER 2554 AND THE J.R. MORGAN SURVEY NUMBER 56, ABSTRACT NUMBER 2520; BOTH IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 32.89 ACRE TRACT OF LAND CONVEYED TO JOHN C. KUHN BY INSTRUMENT OF RECORD IN VOLUME 13012, PAGE 1067 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found for the northwest corner of said 32.89 acre tract, being the southwest corner of a 20.013 acre tract of land conveyed to George V. Launey IV and Susan Finkelstein by instrument of record in Document Number 2014121957 of the Official Public Records of Travis County, Texas and being in the east line of a 200.00 acre tract of land conveyed to the City of Austin by instrument of record in Volume 13257, Page 3045 of the Real Property Records of Travis County, Texas; from which a 1/2" rebar found for an angle point in the west line of the 32.89 acre tract, being the east line of said 200.00 acre tract bears South 06°47'07" East a distance of 89.99 feet (record: South 04°59' East a distance of 89.84 feet);

THENCE North 77°46'03" East (record: North 79°59' East), along the north line of the 32.89 acre tract and the south line of the 20.013 acre tract, passing at a distance of 698.56 feet a 1/2" rebar found in the north line of the 32.89 acre tract, being the southeast corner of the 20.013 acre tract and being the southwest corner of a 1.11 acre R.O.W. Easement Tract conveyed to John C. Kuhn by instrument of record in Document Number 2004121849 of the Official Public Records of Travis County, Texas and continue for a total distance of 702.86 feet to a calculated point for the POINT OF BEGINNING;

THENCE continue North 77°46'03" East (record: North 79°59' East), along the north line of the 32.89 acre tract, the south line of said 1.11 acre R.O.W. Easement Tract and the south line of a 2.00 acre tract of land conveyed to George V. Launey IV and Susan Finkelstein by instrument of record in Document Number 2015127974 of the Official Public Records of Travis County, Texas and along a 22.34 acre tract of land conveyed to Robert J. Menard by instrument of record in Document Number 2004054156 of the Official Public Records of Travis County, Texas a distance of 294.41 feet to a calculated point for the northeast corner of the 32.89 acre tract;

THENCE South 53°40'06" East (record: South 51°26' East), along the east line of the 32.89 acre tract and the west line of said 22.34 acre tract and the west line of a 19.9457 acre tract of land conveyed to Stephanie Renea Hogge by instrument of record in Document Number 2005068688 of the Official Public Records of Travis County, Texas a distance of 931.96 feet (record: 932.01 feet), to a 1/2" rebar found;

THENCE South 39°49'06" East (record: South 37°35' East), continuing along the east line of the 32.89 acre tract and the west line of said 19.9457 acre tract a distance of 305.42 feet (record: 305.42 feet), to a calculated point for an angle point in the east line of the 32.89 acre tract, being the northernmost northeast corner of an acre tract of land conveyed to Juanita Reading by instrument of record in Volume 3831, Page 2023 of the Deed Records of Travis County, Texas;

THENCE South 50°04'41" West (record: South 52°19' West), along the east line of the 32.89 acre tract and the north line of said 8 acre tract a distance of 289.50 feet to a calculated point; from which a 1/2" rebar found in the east line of the 32.89 acre tract and being in the north line of the 8 acre tract bears South 50°04'41" West (record: South 52°19' West) a distance of 184.50 feet;

THENCE crossing through the 32.89 acre tract the following three (3) courses:

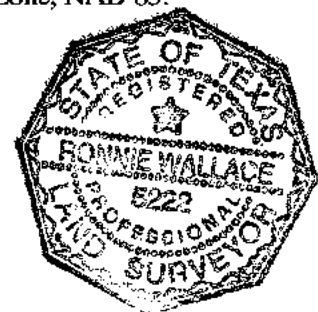
1. North 13°10'14" West a distance of 128.72 feet to a calculated point;
2. North 63°52'45" West a distance of 1072.59 feet to a calculated point;
3. North 03°36'17" West a distance of 313.19 feet to the POINT OF BEGINNING.

This parcel contains 10.734 acres of land, more or less, out of the J.R. Morgan Survey Number 56, Abstract Number 2554 and the J.R. Morgan Survey Number 56, abstract Number 2520; both in Travis County, Texas. Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83.

Ronnie Wallace 11/14/17
Ronnie Wallace Date

Registered Professional Land Surveyor
State of Texas No.5222

File: S:\Projects\Preserve at Oak Hill\Docs\F_Notes\CCN Area 10.734 Ac.doc



J.R. Morgan Survey Number 56
Abstract Number 2554

JOHN C. KUHN
1.11 AC.
R.O.W. EASEMENT TRACT
DOC. NO. 2004121849
O.P.R.T.C.T.

J.R. Morgan Survey Number 56
Abstract Number 2520

ROBERT J. MENARD
22.34 AC.
DOC. NO. 2004054156
O.P.R.T.C.T.

CITY OF AUSTIN
200.00 AC.
VOL. 13257, PG. 3045
R.P.R.T.C.T.

GEORGE V. LAUNEY IV &
SUSAN FINKELSTEIN
20.013 AC.
DOC. NO. 2014121957
O.P.R.T.C.T.

GEORGE V. LAUNEY IV &
SUSAN FINKELSTEIN
20.013 AC.
DOC. NO. 2014121957
O.P.R.T.C.T.

POINT OF
COMMENCING

POINT OF
BEGINNING

(S04°59'E)
S06°47'07"E
89.99'
(89.84')

(N79°59'E)
N77°46'03"E 702.86'
698.56'

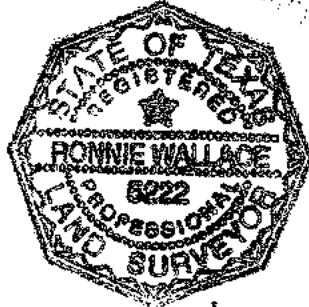
N77°46'03"E
294.41'

S53°40'06"E
(S51°26'E)

JOHN C. KUHN
32.89 AC.
VOL. 13012, PG. 1067
R.P.R.T.C.T.

10.734 AC.

N63°52'45"W 1072.59'



Ron. Wallace
11/14/17

JOHN C. KUHN
32.89 AC.
VOL. 13012, PG. 1067
R.P.R.T.C.T.

J.R. Morgan Survey
Number 56
Abstract Number 2554

William Baader Survey
Number 58

MATCHLINE

SHEET 4
SHEET 3

CITY OF AUSTIN
200.00 AC.
VOL. 13257, PG. 3045
R.P.R.T.C.T.



LEGEND

SYMBOL	DESCRIPTION
●	1/2" REBAR FOUND
▲	NAIL FOUND
⊙	3/4" IRON PIPE FOUND
△	CALCULATED POINT
()	RECORD INFORMATION, VOL. 13012, PG. 1067, R.P.R.T.C.T.
{ }	RECORD INFORMATION, VOL. 3831, PG. 2023, D.R.T.C.T.
D.R.T.C.T.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.	

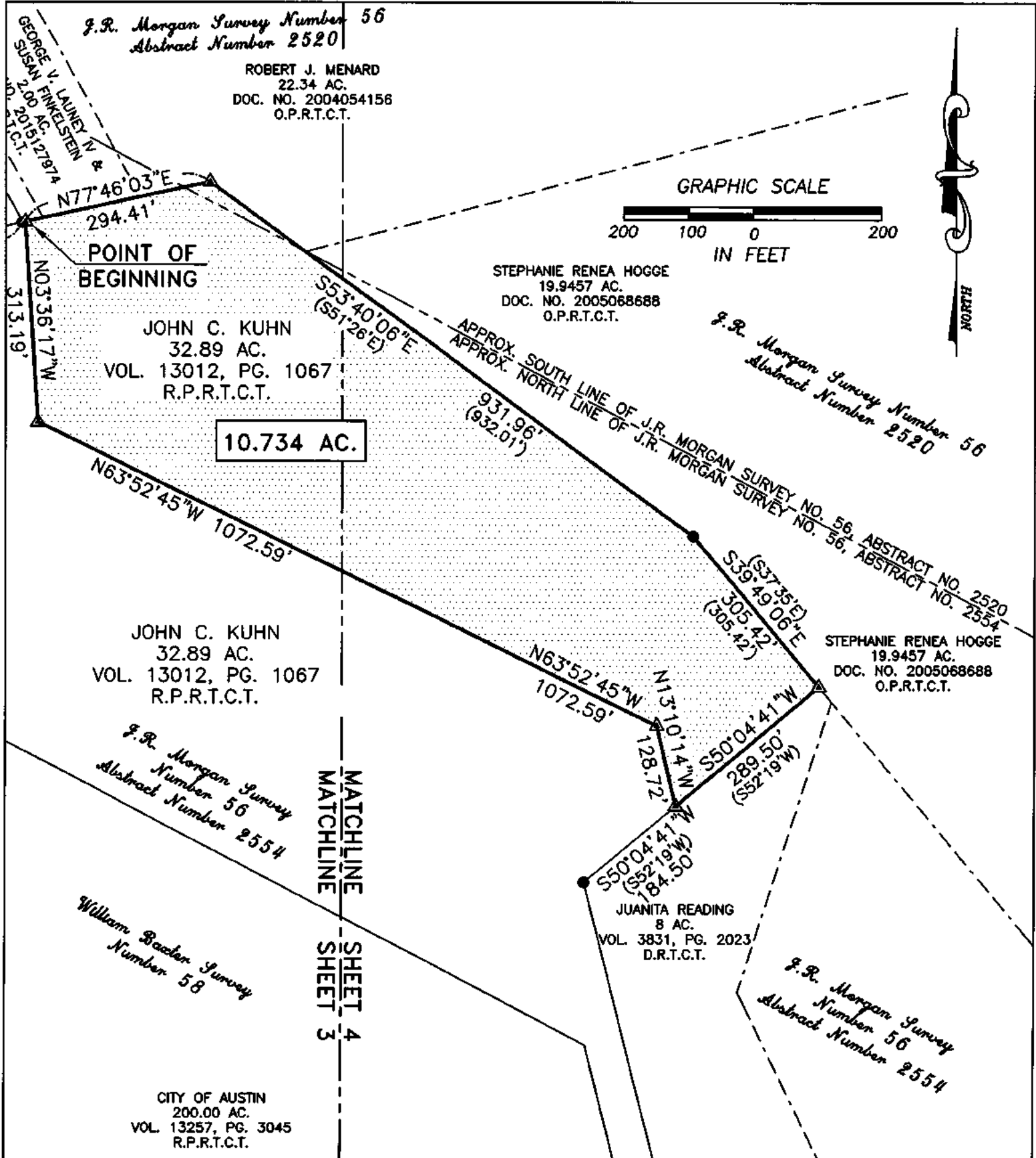
SKETCH TO ACCOMPANY FIELD NOTES
OF 10.734 ACRES OF LAND OUT OF THE J.R. MORGAN
SURVEY NUMBER 56, ABSTRACT NUMBER 2554 AND
THE J.R. MORGAN SURVEY NUMBER 56, ABSTRACT
NUMBER 2520; BOTH IN TRAVIS COUNTY, TEXAS, AND
BEING A PORTION OF A 32.89 ACRE TRACT OF LAND
CONVEYED TO JOHN C. KUHN BY INSTRUMENT OF
RECORD IN VOLUME 13012, PAGE 1067 OF THE REAL
PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES
8000 ANDERSON SQUARE RD., SUITE 101 AUSTIN, TEXAS 78757
REGISTERED FIRM #10015100
OFFICE: 512.374.9722
ron@baselinelandsurveyors.net

File: I:\Projects\Preserve at Oak Hill\DWG\OCH Area 10.734 Ac.dwg	
Job No.	Snapshot:
Scale (Hor.): 1"=200'	Scale (Vert.):
Date: 11/13/17	Checked By: BWS
	Drawn By: RLW

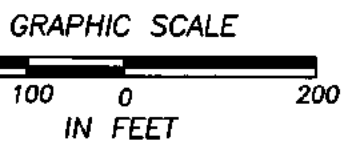
SHEET
03 of 04



J.R. Morgan Survey Number 56
Abstract Number 2520

ROBERT J. MENARD
22.34 AC.
DOC. NO. 2004054156
O.P.R.T.C.T.

GEORGE V. LAUNEY N &
SUSAN FINKELSTEIN
2.00 AC.
DOC. NO. 2015127874
O.P.R.T.C.T.



STEPHANIE RENEA HOGGE
19.9457 AC.
DOC. NO. 2005068688
O.P.R.T.C.T.

J.R. Morgan Survey Number 56
Abstract Number 2520

JOHN C. KUHN
32.89 AC.
VOL. 13012, PG. 1067
R.P.R.T.C.T.

10.734 AC.

N77°46'03"E 294.41'
N03°36'17"W 313.19'
N63°52'45"W 1072.59'

JOHN C. KUHN
32.89 AC.
VOL. 13012, PG. 1067
R.P.R.T.C.T.

APPROX. SOUTH LINE OF J.R. MORGAN SURVEY NO. 56
APPROX. NORTH LINE OF J.R. MORGAN SURVEY NO. 56
S53°40'06"E (S51°26'E) 931.96' (932.01')

STEPHANIE RENEA HOGGE
19.9457 AC.
DOC. NO. 2005068688
O.P.R.T.C.T.

J.R. Morgan Survey No. 56, ABSTRACT NO. 2520
J.R. Morgan Survey No. 56, ABSTRACT NO. 2554

N63°52'45"W 1072.59'
N13°10'14"W 128.72'
S50°04'41"W 289.50' (S52°19'W)

JUANITA READING
8 AC.
VOL. 3831, PG. 2023
D.R.T.C.T.

J.R. Morgan Survey
Abstract Number 2554

J.R. Morgan Survey
Abstract Number 2554

William Baader Survey
Number 58

MATCHLINE SHEET 3
MATCHLINE SHEET 4

CITY OF AUSTIN
200.00 AC.
VOL. 13257, PG. 3045
R.P.R.T.C.T.

SKETCH TO ACCOMPANY FIELD NOTES OF 10.734 ACRES OF LAND OUT OF THE J.R. MORGAN SURVEY NUMBER 56, ABSTRACT NUMBER 2554 AND THE J.R. MORGAN SURVEY NUMBER 56, ABSTRACT NUMBER 2520; BOTH IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 32.89 ACRE TRACT OF LAND CONVEYED TO JOHN C. KUHN BY INSTRUMENT OF RECORD IN VOLUME 13012, PAGE 1067 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
80000 ANDERSON SQUARE RD., SUITE 101 AUSTIN, TEXAS 78757
REGISTERED FIRM #10015100
OFFICE: 512.374.9722
ron@baselinelandsurveyors.net

File: I:\Projects\Preserve at Oak Hill\Draw\100N Area 10.734 Ac.dwg	Snapshot:
Job No.:	Scale (Hor.): 1"=200'
Date: 11/13/17	Scale (Vert.):
Checked By: BWB	Drawn By: RLW

SHEET 04 of 04

ITEM G

**SECOND AMENDMENT TO
AGREEMENT FOR THE PROVISION OF
NONSTANDARD RETAIL WATER SERVICE
(Parten Ranch, Hays County, Texas)**

This Second Amendment to the Agreement for the Provision of Nonstandard Retail Water Service (the “Second Amendment”) is made and entered into by and between the West Travis County Public Utility Agency, a public utility agency created and functioning under Chapter 572, Texas Local Government Code (“PUA”) and HM Parten Ranch Development, Inc., a Texas corporation (the “Developer”).

I. RECITALS

WHEREAS, the PUA and HM Parten Ranch, LP entered into that certain Agreement for the Provision of Nonstandard Retail Water Service on April 13, 2015 (the “Nonstandard Service Agreement”);

WHEREAS, HM Parten Ranch subsequently assigned the Nonstandard Service Agreement to the Developer;

WHEREAS, the PUA Board of Directors approved Amendment 1 of the Non-Standard Retail Water Service Agreement on June 15, 2017;

WHEREAS, the PUA and Developer desire to amend the Nonstandard Service Agreement to correct provisions relating to Development Facilities improvements and phasing made in Amendment 1;

WHEREAS, no changes to the Nonstandard Service Agreement will affect project density, Impervious Cover, or the Maximum LUEs;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PUA and Developer agree as follows:

II. AGREEMENT

A. Section 2.2 Project Facilities and Water Service Commitment Schedule

Section 2.2 is deleted in its entirety and amended as follows:

The PUA will make water service available to the Development upon completion of Facilities described in Table 1. The Facilities shall be constructed in phases as described in Table 1 and the layout identified in **Exhibit D-1**.

B. Section 4.1 Water Impact Fees.

Section 4.1 (a) is deleted in its entirety and amended as follows:

(a) Water Impact Fees will be payable to the PUA based on the number of LUEs associated with each Development Phase and will be paid prior to the PUA’s acceptance of the constructed facilities in accordance with the construction plans approved by the PUA.

Section 4.1 (b) is deleted in its entirety and amended as follows.

(b) The PUA shall design and construct the off-site facilities labeled as Project Nos. E, F and G to coincide with the Developer’s build-out schedule, but no later than five years after execution of this Second Amendment.

C. Table One

Table One as referenced throughout the Agreement is replaced with a revised exhibit, provided as **Exhibit A** to this Second Amendment.

D. Effect of Second Amendment

The terms of the Nonstandard Service Agreement are hereby modified and amended pursuant to the terms of this Second Amendment. The provisions contained herein shall not be interpreted to in any way restrict the ability of the PUA to use any funds received pursuant to the Nonstandard Service Agreement, as amended, for any legal purposes. Except as otherwise expressly amended by this Second Amendment, all other terms and conditions of the Nonstandard Service Agreement remain in full force and effect and are hereby confirmed and ratified.

[Remainder of Page Intentionally Left Blank; Execution Pages to Follow]

EXECUTED to be EFFECTIVE this the _____ day of December, 2017.

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Name: Scott Roberts
Title: President

ATTEST:

By: _____
Name: Ray Whisenant
Title: Secretary/Treasurer

Second Amendment – Parten Ranch N SSA

HM PARTEN RANCH DEVELOPMENT, INC.

By: _____

Name: _____

Date: _____

EXHIBIT A

**[REVISED TABLE ONE DEVELOPER AND WTCPUA OFF-SITE FACILITIES
AND ANTICIPATED SCHEDULE]**

EXHIBIT D-1

**REVISED TABLE ONE DEVELOPER AND WTCPUA OFF-SITE
FACILITIES AND
ANTICIPATED SCHEDULE**

(Updated ~~April 9~~February 26, 2018 – Second Amendment)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
PROJECT NO.	FACILITY	RESPONSIBILITY	SCHEDULE	COMMENTS
A.	2-acre Water storage tank site and easement, and 20-foot water line easement (location to be determined)	To be conveyed by Developer at no cost to WTCPUA	Easements to be provided within 6 months of execution of Amendment 2. Site to be conveyed to the WTCPUA upon final plat recordation for the section in which site is located.	Easements and Sites to be provided at sole cost of Developer; Not Subject to Impact Fee Credits.
B.	RM 1826 12-inch connection 1	Developer	Prior to First Residential Water Connection in the Development	100% Developer Funded - Not Subject to Impact Fee Credits – Developer Designed and Construction with WTCPUA Approval
C.	RM 1826 12-inch connection 2	Developer	Constructed in Phase 2 of Parten Ranch.	100% Developer Funded - Not Subject to Impact Fee Credits – Developer Designed and Construction with WTCPUA Approval
D.	Highpointe-Parten Ranch 12-inch Connection with corresponding easement.	Developer	To be constructed, approved, and in service and conveyed to WTCPUA prior to 300 th connection in Parten Ranch.	100% Developer Funded – Not Subject to Impact Fee Credits – Developer Designed and Construction with WTCPUA Approval. WTCPUA will obtain necessary easement from Hays MUD 5 with cooperation and assistance from Developer as required. Developer will provide all easements on Developer's property where required.

E.	Off-Site 1340 600,000 gallon Elevated Storage Tank	WTCPUA	Constructed by the WTCPUA following the 75/90 Guideline as applied to water service requirements within the WTCPUA's 1308 Pressure System/Service Area.	WTCPUA Capital Project to be 100% funded by WTCPUA, in part with Developer Funded Water Impact Fees.
F.	Off-Site 1340 20-inch, 9,500 LF Water Transmission Main	WTCPUA	Same as E.	WTCPUA Capital Project to be 100% funded by WTCPUA, in part with Developer Funded Water Impact Fees.
G.	Off-Site County Line 3,500 gpm Pump Station Modifications and Upgrades	WTCPUA	Same as E.	WTCPUA Capital Project to be 100% funded by WTCPUA, in part with Developer Funded Water Impact Fees.

ITEM H

**THIRD AMENDMENT TO
Utility Facilities Acquisition Agreement
(Highpointe, Hays County, Texas)**

This Third Amendment to the Utility Facilities Acquisition Agreement (this “Third Amendment”) is made and entered into by and between the West Travis County Public Utility Agency, a public utility agency created and functioning under Chapter 572, Texas Local Government Code (“WTCPUA”) and HM Highpointe Development, Inc., a Texas corporation (the “Developer”).

I. RECITALS

WHEREAS, the Lower Colorado River Authority (“LCRA”) and 156 Sawyer Ranch, Ltd. entered into that certain Utility Facilities Acquisition Agreement dated effective as of February 11, 2003 (the “2003 Agreement”);

WHEREAS, LCRA, 156 Sawyer Ranch, Ltd. and Pulte Homes of Texas, L.P., amended the 2003 Agreement effective June 22, 2004 (the “First Amendment”);

WHEREAS, the 2003 Agreement, as amended, was assigned by the LCRA to the WTCPUA effective March 19, 2012; and

WHEREAS, the WTCPUA and 156 Sawyer Ranch Road, Ltd’s successor, BHM Highpointe, Ltd. further amended the 2003 Agreement, as amended, effective December 19, 2013 (the “Second Amendment”);

WHEREAS, the 2003 Agreement, as previously assigned and amended, is referred to in this Third Amendment as the “2003 Amended Agreement”;

WHEREAS, the WTCPUA and Developer, as successor to BHM Highpointe, Ltd., now desire to further amend the 2003 Amended Agreement as herein provided;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WTCPUA and Developer agree as follows:

II. AGREEMENT

A. Easement for 12” Interconnect Line with Burba Property

Developer shall grant, at no cost to the WTCPUA, the easement attached hereto as **Exhibit A** in order to allow the construction of approximately 225’ of 12” water main and appurtenances within the property served under the 2003 Amended Agreement. The WTCPUA will pay all costs of such construction, including inspection fees, and Developer will have no obligation with respect to such construction or the related costs.

Third Amendment – Highpointe UFAA

B. Amendment of Section 1.22 Section 1.22 of the Agreement is amended to read as follows:

Sec. 1.22. “Reservation Period” means a period of time beginning on the Effective Date of this Agreement and ending on March 31, 2025.

C. Effect of Third Amendment

The terms of the 2003 Amended Agreement are hereby modified and amended pursuant to the terms of this Third Amendment. The provisions contained herein shall not be interpreted to in any way restrict the ability of the WTCPUA to use any funds received pursuant to the 2003 Amended Agreement for any legal purposes. Except as otherwise expressly amended by this Third Amendment, all other terms and conditions of the 2003 Amended Agreement remain in full force and effect and are hereby confirmed and ratified.

[Remainder of Page Intentionally Left Blank; Execution Pages to Follow]

Third Amendment – Highpointe UFAA

EXECUTED to be EFFECTIVE this the _____ day of April, 2018.

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____

Name: Scott Roberts

Title: President

ATTEST:

By: _____

Name: Ray Whisenant

Title: Secretary/Treasurer

HM HIGHPOINTE DEVELOPMENT, INC.

By: _____

Name: _____

Date: _____

EXHIBIT A
PERMANENT EASEMENT

ITEM I

WATER FACILITIES LEASE AND SERVICES AGREEMENT
(Parten Ranch, Hays County, Texas)

This Water Facilities Lease and Services Agreement (hereinafter referred to as the “Lease Agreement”) is entered into by and between Springhollow Municipal Utility District, a political subdivision of the State of Texas (the “District”) and the West Travis County Public Utility Agency (the “WTCPUA”), together the “Parties”.

RECITALS

A. The WTCPUA and HM Parten Ranch, LP (the “Original Developer”) previously entered into that certain Agreement for the Provision of Nonstandard Retail Water Service (Parten Ranch, Hays County, Texas) dated April 13, 2015 (the “Original Service Agreement”). The Original Developer subsequently, by Assignment of Agreement for the Provision of Nonstandard Retail Water Service (Parten Ranch, Hays County, Texas) dated March 10, 2016, assigned the Original Service Agreement to HM Parten Ranch Development, Inc. (the “Developer”) pursuant to Section 6.3 of the Original Service Agreement. The WTCPUA and the Developer thereafter amended the Original Service Agreement by First Amendment to Agreement for the Provision of Nonstandard Retail Water Service (Parten Ranch, Hays County, Texas) dated June 15, 2017 and by Second Amendment to Agreement for the Provision of Nonstandard Retail Water Service approved by the WTCPUA on April 19, 2018. The Original Service Agreement, as amended and assigned, is referred to in this Lease Agreement as the “Service Agreement.”

B. The Developer is developing property within the District, including the construction of all internal water transmission and distribution mains/lines, water control valves, (e.g, shut off valves, pressure reducing valves, flush valves, etc.) to be located within the District (the “Internal Facilities”), as contemplated by the Service Agreement.

C. The District has accepted the conveyance of Phase 1 of the Internal Facilities associated with the construction contract(s) described on the attached **Exhibit A** (the “Phase 1 Construction Contracts”) from the Developer. The District now desires to lease Phase 1 of the Internal Facilities to the WTCPUA, as contemplated by the Service Agreement.

D. The WTCPUA and the District desire to enter into this Lease Agreement and to set forth their respective duties and responsibilities regarding the lease of Phase 1 of the Internal Facilities as well as future phases of the Internal Facilities constructed within the District to provide water service in an amount not to exceed 585 LUEs, to Parten Ranch, as contemplated by the Service Agreement, to the WTCPUA.

AGREEMENT

In consideration of the mutual covenants and conditions hereinafter set forth, the WTCPUA and the District agree as follows:

A. General

1. Definitions. The definitions contained in the Recitals are incorporated herein for all purposes.

2. Supplements Service Agreement. This Lease Agreement supplements the Service Agreement.

3. Lease of Leased Facilities. The District hereby leases to the WTCPUA and the WTCPUA leases from District Phase I of the Internal Facilities constructed pursuant to the Phase 1 Construction Contracts and conveyed to the District by the Developer (the "Leased Facilities"). As each additional phase of the Internal Facilities is completed by the Developer, conveyed to the District, and inspected, approved and accepted by the WTCPUA, those additional phases of the Internal Facilities will be included in the Leased Facilities covered by this Lease Agreement. The term of this Lease will commence on the date of the last signature of the Parties to this Lease Agreement (the "Commencement Date"), and continue until all Tax-Exempt Bonds, as defined in Paragraph 10, below, issued by the District to finance the acquisition or construction of the Internal Facilities (including any Tax-Exempt Bonds issued to refund or refinance Tax-Exempt Bonds originally issued for such purposes) are completely retired. At that time, ownership of the Internal Facilities will be fully conveyed to the WTCPUA by the District.

4. Leased Facilities Located in Public Utility Easements. By execution of this Lease Agreement, the District represents and warrants to the WTCPUA that Phase 1 of the Leased Facilities are located in public rights of way or public utility easements (collectively, "PUEs") as follows:

(a) Platted easements and rights of way within Parten Ranch Subdivision Phase 1, a subdivision situated in Hays County, Texas, as shown on the plat thereof recorded under Document No. 18002446 of the Official Public Records of Hay County, Texas; and

(b) Water line easement recorded under Document No. _____, Official Public Records of Hays County, Texas.

Future phases of the Leased Facilities will also be required to be included in PUEs, as defined above. In the event the WTCPUA determines that any portion of the Leased Facilities is not located in PUEs, the District agrees to obtain, or to require Developer to provide, easements for said Leased Facilities at no cost to the WTCPUA in accordance with the requirements of this Lease Agreement.

5. Use of Leased Facilities. The WTCPUA, beginning upon the Commencement Date, shall at its own expense, use, operate, maintain, repair and replace the Leased Facilities in order to provide retail potable water service to property within the District. The WTCPUA shall not be obligated to upgrade the Leased Facilities at its expense, but only to maintain them in the same condition as of the Commencement Date. The WTCPUA may, at its own expense, install or place in or on, or attach or affix to, the Leased Facilities such additional equipment or accessories as may be necessary or convenient to use the Leased Facilities for their intended purpose, provided

that such equipment or accessories do not impair the value or utility of the Leased Facilities. The WTCPUA will own and maintain all such additional equipment installed.

6. Standards for Operation. The WTCPUA shall pay and discharge all operating expenses and shall cause the Leased Facilities to be operated by competent persons only. The WTCPUA shall not use the Leased Facilities improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Leased Facilities or the use contemplated by its manufacturer. The WTCPUA shall take no action to subject the Leased Facilities to any levies, liens or encumbrances except those created under this Lease Agreement, if any.

7. Insurance. At its own expense, the WTCPUA shall, upon the Commencement Date, obtain the following coverage:

Comprehensive General Liability	\$2,000,000 (each occurrence); \$2,000,000 (annual aggregate)
Worker's Compensation	statutory

The WTCPUA shall maintain the above insurance coverages during the entire term of this Agreement.

In the event of any loss, damage, injury or accident involving the Leased Facilities, the WTCPUA will promptly provide the District with written notice thereof and make available to the District all information and documentation relating thereto. The WTCPUA and the District agree to participate and cooperate with each other with regard to any insurance claim related to the Leased Facilities made by the District or the WTCPUA.

8. Indemnification. TO THE EXTENT PERMITTED BY LAW, AND EXCEPT IN THE CASE OF NEGLIGENCE, ERRORS, OMISSIONS, MATERIAL MISREPRESENTATION OR WILLFUL MISCONDUCT OF THE DISTRICT, THE WTCPUA SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS THE DISTRICT FROM AND AGAINST ANY AND ALL LIABILITY, OBLIGATIONS, LOSSES, CLAIMS AND DAMAGES WHATSOEVER, RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE WTCPUA AND EXPENSES IN CONNECTION THEREWITH ARISING EXCLUSIVELY FROM THE FOLLOWING: (A) THE ORDERING, ACQUISITION, POSSESSION, USE, OPERATION, REPAIR, PURCHASE, DELIVERY, REJECTION, STORAGE OR RETURN OF ANY ITEM OF THE LEASED FACILITIES, (B) ANY ACCIDENT IN CONNECTION WITH THE ORDERING, ACQUISITION, POSSESSION, USE, OPERATION, REPAIR, PURCHASE, DELIVERY, REJECTION, STORAGE OR RETURN OF ANY ITEM OF THE LEASED FACILITIES RESULTING IN DAMAGE TO PROPERTY OR INJURY OR DEATH TO ANY PERSON OR (C) THE BREACH OF ANY COVENANT HEREIN OR ANY MATERIAL MISREPRESENTATION CONTAINED HEREIN. THE INDEMNIFICATION ARISING UNDER THIS PARAGRAPH SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE

TERMINATION OF THE LEASE TERM, FOR ANY REASON, FOR ANY LIABILITIES THAT ACCRUE PRIOR TO TERMINATION.

9. Assignments. The WTCPUA will not assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of the Leased Facilities or any interest in the Leased Facilities without the written permission of the District. The District may assign its rights, title and interest in and to the Leased Facilities and/or grant or assign a security interest in the Leased Facilities, in whole or in part, only following written approval by the WTCPUA. Neither the WTCPUA nor the District may assign any rights or obligations under this Lease Agreement without the written consent of the other Party.

10. Tax Compliance. It is the understanding of the WTCPUA that the District will from time to time finance certain of the Leased Facilities (the "Tax-Exempt Facilities") with the proceeds of one or more series of bonds (the "Tax-Exempt Bonds"). In connection with the issuance of the Tax-Exempt Bonds from time to time, the District will be required to give covenants (the "Bond Covenants") to the holders of the Tax-Exempt Bonds that the Tax-Exempt Facilities will be used in a manner that assures that the Tax-Exempt Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The WTCPUA agrees not to use or permit the use of the Tax-Exempt Facilities in a manner which it knows or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Tax-Exempt Bonds under section 103 of the Code. Moreover, in furtherance thereof, if the WTCPUA is notified by District that the Tax-Exempt Bonds have been selected for audit by the Internal Revenue Service, then the WTCPUA agrees to provide to the District such information in its possession with respect to the Tax-Exempt Facilities in order that District may timely respond to any questions posed to it by the Internal Revenue Service.

B. Provision of Service within the District

1. The WTCPUA to Provide Service. In consideration of the District's lease of the Leased Facilities and the other duties and obligations provided herein, the WTCPUA shall operate the Leased Facilities in accordance with the WTCPUA's Schedule of Rates and terms (the "WTCPUA Rate Tariff"), as related to retail water service, and the Parties agree that the WTCPUA shall provide retail water service to individual customers located within the boundaries of the District pursuant to the terms of this Lease Agreement and the Service Agreement. Such service shall meet, at a minimum, the applicable requirements of regulatory authorities with jurisdiction, including the Texas Department of Health, as applicable, and the Texas Commission on Environmental Quality, for residential potable water systems. The WTCPUA shall provide competent, trained personnel and licensed operators certified by the appropriate governmental authority. The WTCPUA shall provide the same level of service to residents in the District as provided to other retail potable water customers.

2. Retail Water Billing. The WTCPUA shall establish customer accounts within the District, read meters, bill customers and collect all deposits, fees and rates for retail potable service.

The WTCPUA shall collect and maintain security deposits, and the District agrees that such deposits and interest earned thereon may be maintained in the WTCPUA's accounts.

3. Retail Water Rates. The WTCPUA shall establish the deposits, fees and rates for retail potable water service to be enforced in the District through an order duly enacted by its Board of Directors.

4. Regulatory Matters. The WTCPUA shall be responsible for submitting all regulatory reports regarding the potable water system serving customers and its provision of retail water service within the District to the applicable regulatory authorities, including the Texas Commission on Environmental Quality. The WTCPUA shall perform and maintain records of plumbing inspections (if applicable) and customer service inspections. The WTCPUA shall reimburse the District for any civil or administrative penalties assessed against the District by any regulatory authority with jurisdiction related to the potable water system operated by the WTCPUA used to provide service to the District pursuant to this Lease Agreement, provided that such enforcement action was the result of the act or omissions of the WTCPUA. Nothing in the foregoing sentence shall be construed as preventing or limiting the WTCPUA's right to defend itself against any such civil or administrative penalties. The District agrees that it shall promptly forward to the WTCPUA any correspondence that it receives from a regulatory authority regarding the potable water system if the WTCPUA has not been copied on the same correspondence.

5. Emergencies. The WTCPUA shall maintain personnel and equipment for emergency response 24 hours per day, seven days per week, and 365 days per year. Emergencies shall include, without limitation, water leaks, water line breaks, loss of water pressure, and degradation of water quality occurring within the water supply system, and blockage in the system. Additionally, the WTCPUA shall undertake reasonable efforts to respond to requests by the District or its representatives or residents.

6. Costs. The cost of all materials and supplies used to provide retail potable water service under this Lease Agreement shall be borne solely by the WTCPUA.

7. Compensation to the WTCPUA. The WTCPUA's compensation for the retail water operation, maintenance and management services it provides pursuant to this Lease Agreement shall be satisfied from, and shall equal, the revenues collected by the WTCPUA from customers located within the District for retail water service.

8. The WTCPUA Representative. The WTCPUA representative shall be made available to attend District Board meetings following reasonable advance notice to discuss retail water service issues and the WTCPUA's provision of service under this Lease Agreement.

C. General Provisions

1. Remedies, Notice of Default, Costs. The Parties shall be limited to the remedies of a suit for injunctive relief, mandamus or specific performance to enforce the terms of this Lease Agreement in the case of default by one or more of the Parties. Prior to instituting such an action, the non-defaulting party must provide the defaulting party written notice of the action giving rise to the default and thirty days after receipt of the notice to cure the default. The party in default

will provide corresponding written notice to the other Party that the default has been corrected. If the default is not cured to the satisfaction of the non-defaulting Party within sixty days' of notice of default, then the non-defaulting Party may initiate legal proceedings to enforce its rights or the performance of the Lease Agreement, the prevailing party will be entitled to recover from the non-prevailing party all of its costs incurred in connection with the legal proceedings, including reasonable attorney's fees and costs of court.

2. Force Majeure. In the event that any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Lease Agreement, it is agreed that each party shall give written notice of such force majeure to the other parties as soon as possible after the occurrence of the cause relied on and shall, therefore, be relieved of its obligations, so far as they are affected by such force majeure, during the continuance of any incapacities so caused, but for no longer. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or of the state or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

3. Notice. Any notice to be given under this Lease Agreement must be in writing and may be effected by personal delivery, by electronic mail, by facsimile transmission, or by sending said notices by registered or certified mail, return receipt requested, to the addresses of the Parties set forth below. Notice by facsimile transmission must also be provided by first class mail. Notice will be deemed given when delivered by personal delivery or confirmed facsimile, or when deposited with the United States Postal Service with sufficient postage affixed.

The WTCPUA: West Travis County Public Utility Agency
 Attn: Robert Pugh, General Manager
 12117 Bee Cave Road,
 Building 3, Suite 120
 Bee Cave, Texas 78738
 Phone: (512) 263-0100
 rpugh@wtcpua.org

copy to: Stefanie Albright
 Lloyd Gosselink Rochelle & Townsend, PC
 816 Congress Avenue, Suite 1900
 Austin, Texas 78701
 (512) 322-5814
 salbright@lglawfirm.com

The District: Springhollow Municipal Utility District
 c/o Armbrust & Brown, PLLC

100 Congress Avenue, Suite 1300
Austin, Texas 78701

4. Section Headings; Defined Terms. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Agreement. Terms for which the first letter is capitalized are defined by this Lease Agreement.

5. Governing Law, Venue. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas.

6. Severability, Waiver. Any provision of this Lease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease Agreement. The waiver by any party of any breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

7. Amendment. This Lease Agreement may be amended by written agreement executed by duly authorized representatives of both the District and the WTCPUA. Upon WTCPUA inspection, approval and acceptance of future phases of the Internal Facilities constructed to provide water service, in an amount not to exceed 585 LUEs, to Parten Ranch, as contemplated by the Service Agreement, those additional phases will be included in the Leased Facilities, and no amendment of this Lease Agreement will be required, however, the WTCPUA authorizes its general manager to execute any documents reasonably requested by the District to confirm such inclusion.

8. Agreement Binding. Except as otherwise provided herein, this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

EXECUTED to be effective the last date appearing below:

[Signature pages to follow]

WTCPUA:

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
WTCPUA Board of Directors

Date: _____

ATTEST:

By: _____
Ray Whisenant, Secretary
WTCPUA Board of Directors

DISTRICT:

**SPRINGHOLLOW MUNICIPAL UTILITY
DISTRICT**

By: _____
Scott Deskins, Jr.
President, Board of Directors

Date: _____

ATTEST:

By: _____
Julie Philp
Secretary, Board of Directors

EXHIBIT "A"

Contractor and Date of Contract

Facilities.

Water Facilities to Serve Parten Ranch Subdivision Phase 1, a subdivision in Hays County, Texas, according to the plat recorded under Document No. 18002446, Official Public Records of Hays County, Texas

Ross Construction, Inc.
Date of Contract: June 16, 2017

ITEM J

Developer Reimbursement Payment Summary
4/19/2018

Developer: HM Highpointe Development, Inc.

For: Highpointe Phase 5, Section 3

Amount Due: \$ 150,576.34

WTCPUA Procedures: Reviewed the Water Utility Facilities Acquisition Agreement for requirements for reimbursement listed therein.
Reviewed the agreed-upon procedures report from external audit firm which substantiates reimbursable costs.
Recalculated the reimbursable cost per LUE.
Confirmed connection counts and impact fees received by the WTCPUA.
Confirmed prior developer reimbursement payments.
Calculated amount currently due-interest is excluded until all connections have been made.

Total Reimbursable Costs-excluding interest	Total LUEs	Cost per LUE	Total Connections through 03/31/2018	Connections Previously Reimbursed	Unreimbursed Connections	Total Amount Due
\$ 380,026.00	53	\$ 7,170.30	21	0	21	\$ 150,576.34

V. STAFF REPORTS

General Manager's Report
April 18, 2018

1. Meeting with Master Meter on March 8, 2018 to review meter specifications and pricing. Obtained 19% price reduction going forward for meter purchases.
2. Kick-off meeting with staff to develop processes for auditing wholesale customer annual connections and impact fee payments, March 13, 2018.
3. Executed easement with Meritage Homes for new wholesale master meter delivery point for Lazy Nine MUD 1A, for Lake Travis ISD Middle School No. 3, March 14, 2018.
4. Executed City of Bee Cave Easements for Park at Bee Cave, March 16, 2018.
5. Provided monthly update to Lake Pointe on WWTP Improvements Project, March 16, 2018.
6. Monthly project call with Lloyd Gosselink, March 19, 2018.
7. Completed review of Service Order SOPs prepared by staff, March 20, 2018. Final version approved April 4, 2018.
8. Completed review of CCN Transfer Agreement with City of Austin for Preserve at Oak Hill, March 20, 2018.
9. Lunch with Pix Howell, March 20, 2018.
10. Purchased VSC3000 Carbon Vessel located at LKPT WWTP and terminated annual lease, March 21, 2018.
11. Progress meeting with Vintage IT Services and Staff March 21, 2018.
12. Submitted annual LCRA Water Conservation Survey, March 21, 2018.
13. Meeting with ESRI for presentation on ARC GIS mapping software and applications, March 22, 2018.
14. Meeting with Hays WCID 1 to review LUE allocations for Belterra Commercial Development, March 22, 2018.
15. Completed execution of reimbursement assignment from CCNG to Comerica Bank, March 22, 2018.
16. Meeting with Kevin Granger of Peloton Commercial Real Estate, LP, Peloton to review Galleria Oaks Lease Proposal, March 26, 2018.
17. Received notice from TCEQ that TLAP major amendment permit application has been declared administratively complete and that TCEQ will begin technical review, March 26, 2018.

18. Meeting with John Lloyd of LSM Ranch, LTD to review reservation fee and reimbursement agreements, March 27, 2018.
19. Meeting with City of Austin on March 27, 2018 regarding Emergency Interconnect Agreement. Preparing Agreement for Board and City of Austin approval.
20. Received letter from TCEQ that WTCPUA has fulfilled the requirements of the Compliance Agreement effective on December 9, 2013, March 27, 2018.
21. Approved purchase of used \$20,000 Frac Trank for water treatment plant sludge holding, eliminating \$15k annual Frac Tank Rental Cost, March 28, 2018.
22. Meeting with Steve Schmidt and Monty Parker of Ladera Subdivision to discuss opportunities to extend effluent irrigation to this area, March 28, 2018.
23. Reviewed CP and Y proposal for feasibility/cost study to extend effluent to Bee Cave City Park, April 2, 2018.
24. Meeting to discuss final draft for recommended updates to Service and Development Policies, April 2, 2018.
25. Attended weekly Operations Meeting, April 3, 2018.
26. Monthly project progress meeting with CP and Y, April 3, 2018.
27. Met with Travis County WCID No. 18 to explore opportunity for interconnect, April 4, 2018.
28. Impact Fee Advisory Committee meeting, April 6, 2018.
29. HLFWCC meeting in Cedar Park, April 9, 2018. Main issues discussed are LCRA 2018 Water Management Plan (WMP), and Sunset Commission Review of LCRA.
30. Completed work on Parten Ranch NSSA Amendment 2, Springhollow MUD Easement, Springhollow MUD Conveyance Lease Agreement, Springhollow MUD Billing and Field Services Agreement, BHM Highpointe Developer Agreement Amendment 3, and Highpointe Easement, April 9, 2018.
31. Continued working on web site conversion and upgrade. Estimate completion April 20, 2018.
32. Continuing to work on Headwaters Conveyance Lease Agreement for new master meter and infrastructure.
33. Continuing to work on Greenhawe WCID No. 2 Conveyance Lease Agreement for Rimrock and Rutherford West.
34. Continued to work on bid documents for manual meter replacement program.

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY (PUA)
IMPACT FEE ADVISORY COMMITTEE (IFAC) MEETING**

April 6, 2018

Present:

Committee Members:

Dan Roark
Chet Palesko
Jack Creveling
Adrian Overstreet

PUA Staff/Consultants:

Robert Pugh, Agency General Manager
Jennifer Smith, Controller
Keli Kirkley, Accountant
Dennis Lozano, Murfee Engineering

The meeting started at 10:10 a.m.

Robert Pugh advised that Michael Slack had submitted his resignation from the committee.

The Committee approved minutes from the December 6, 2017 meeting.

Dennis Lozano presented findings from his current land use assumption report for the 2018-2027 Impact Fee study. The study showed existing water LUE demand through December 31, 2017 for retail and wholesale customers on the 71 and 290 systems.

For projected water growth demand, Dennis proposed extending a flat line of projected total LUE demand in 2024 from the 2014 Impact Fee Study to 2027 for new Impact Fee Study since growth has lagged projections from last demographic study.

Wastewater plant inflows were nearly flat at 0.6MGD, lagging 2014 Impact Fee study projections. Planning for wastewater treatment plant expansion is required at 0.75 MGD (75% of capacity) per TCEQ regulations.

Chet Palesko asked if another demographic study should be performed.

The meeting adjourned at approximately 11:15 a.m.

ITEM B

Budget to Actual Schedule
General Operating Fund
For the 5 Months Ended February 28, 2018

	YTD Actual	Annual Budget	% of Annual Budget	Comments
Revenues:				
Water	\$ 7,775,201	\$ 20,511,000	37.9%	
Wastewater	2,009,433	5,288,000	38.0%	
Interest Income & Other	20,015	54,000	37.1%	
Total Revenues	\$ 9,804,649	\$ 25,853,000	37.9%	
Expenditures:				
Water	\$ 1,561,990	\$ 4,509,000	34.6%	
Wastewater	783,379	1,429,000	54.8%	effluent pond lease paid in full
Billing System & Support	39,032	125,000	31.2%	
Insurance	146,749	160,000	91.7%	full year paid up front
Occupancy	72,408	174,000	41.6%	
Salaries and Benefits	1,180,901	3,160,000	37.4%	
Professional Services				
General Counsel	56,487	165,000	34.2%	
Litigation	32,144	250,000	12.9%	
Engineering	122,931	200,000	61.5%	general, mapping & emerg int work
Rate Consultant	1,549	50,000	3.1%	
Public Relations	469	10,000	4.7%	
IT Support Services	20,113	48,000	41.9%	
Auditor	52,000	52,000	100.0%	audit completed
Vehicle Expense	48,312	76,700	63.0%	includes hitches, new truck parts, bobcat repairs
Office Equipment & Supplies	13,034	35,000	37.2%	
Software Licenses	15,048	45,000	33.4%	
Training	4,741	20,000	23.7%	
Other Expenses	65,633	139,100	47.2%	
Capital Outlay	107,998	500,000	21.6%	Roof, generator, 2 trucks
Bad Debt Expense	-	100,000	0.0%	
Total Expenditures	\$ 4,324,918	\$ 11,247,800	38.5%	
Excess (Deficit)	\$ 5,479,731	\$ 14,605,200		
Transfers Out:				
Debt Service Fund	\$ 4,216,667	\$ 10,120,000	41.7%	
Facilities Fund	1,054,167	2,530,000	41.7%	
Total Transfers Out	\$ 5,270,833	\$ 12,650,000	41.7%	
Net Increase (Decrease)	\$ 208,898	\$ 1,955,200		
Fund Balance-Beginning	10,126,262	10,126,263		
Fund Balance-Ending	\$ 10,335,160	\$ 12,081,463		

Balance Sheets
All Funds-Modified Accrual Basis
As of February 28, 2018

	General Operating Fund	Debt Service Fund	Facilities Fund	Rate Stabilization Fund	Impact Fee Fund	Capital Projects Fund	Total
Assets:							
Cash equivalents and CDs	\$ 10,745,523	\$ 18,666,095	\$ 5,847,442	\$ 2,972,902	\$ 31,950,159	\$ 24,096,481	\$ 94,278,602
Accounts receivable, net	3,740,301	-	-	-	-	-	3,740,301
Due from other funds	883,025	1,686,667	1,054,167	-	918,374	-	4,542,233
Other assets	20,922	3,532	-	-	-	35,278	59,732
Total Assets	15,389,771	20,356,294	6,901,609	2,972,902	32,868,533	24,131,759	102,620,868
Liabilities:							
Accounts payable	575,959	-	-	-	-	-	575,959
Accrued expenses	272,518	-	-	-	-	-	272,518
Due to other funds	3,659,209	-	177,593	-	4,000	701,431	4,542,233
Deposits	546,925	-	-	-	691,847	-	1,238,772
Total Liabilities	5,054,611	-	177,593	-	695,847	701,431	6,629,482
Fund Balances-Beginning	10,126,262	17,030,878	5,812,776	2,972,864	27,633,004	24,650,171	88,225,955
Excess (Deficit)-YTD	208,898	3,325,416	911,240	38	4,539,682	(1,219,843)	7,765,431
Fund Balances-Ending	\$ 10,335,160	\$ 20,356,294	\$ 6,724,016	\$ 2,972,902	\$ 32,172,686	\$ 23,430,328	\$ 95,991,386

General Fund Liquidity Ratio

Current Assets/Current Liabilities = 3.04

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: April 12th, 2018

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

FROM: Dennis Lozano, P.E.

RE: Capital Improvements Plan Projects Update – April 2018

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 package has been submitted to the Washington D.C. office for public notice and final administrative processing.

Wastewater Permit Major Amendment

The Major Amendment Application has been declared administratively complete and is currently in technical review, though preliminary technical comments have already been addressed. A request for Board approval of an amendment to the engineering services agreement for additional, unanticipated costs will be submitted next month.

Beneficial Water Recycling Project

The sampling protocol is complete and results are being catalogued and digitized. The analysis results lag a month or two so it will be the beginning of Q2 before the full source water characterization is complete. The design process is well underway and preliminary mechanical drawings have been completed and are under review along with cross-referencing between unit processes and equipment.

1340 Transmission Main

A Notice to Proceed has been issued and contract documents are in place. Pre-construction conference scheduling is currently underway.

1340 Elevated Storage Tank

Initial submittals processing is underway and the contractor is making preparations for mobilization to the site. Landmark Structures has submitted a revised schedule indicating that they will delay the start of the project until June or July. The revised schedule still indicates delivery in accordance with the current contractual requirements.

Raw Water Intake Expansion and Rehabilitation

Project construction is underway. The new surge anticipator assembly has been installed, tested, and is fully functional, as is Pump No. 2. The contractor is preparing for an extended pump station shutdown of approximately two weeks to perform the intake screen replacement and improvements inside the pump station wet well. Coordination with WTCPUA operations is ongoing.

Bohls WWTP Expansion Design

The site layout has been completed and draft site permit drawings will be submitted to the WTCPUA for review shortly. Individual unit processes have been analyzed with only aeration equipment remaining and we have begun detailed mechanical drawings for the individual components of the treatment works.

Southwest Parkway Pump Station Expansion

Coordination with the LCRA and The Nature Conservancy is ongoing and we are in the process of securing documentation to provide to the City of Austin that the Nature Conservancy acknowledges and consents to the inclusion of a portion of their property in our site plan application. The property will not be used for construction or included in the limits of construction for any purpose, but will remain an “undisturbed area” in perpetuity. Direction has been received on the tank type and capacity and design is proceeding on schedule.

1080 Transmission Main

Using the recommended alternative alignment from the Preliminary Engineering Report, landowner information has been confirmed and updated and draft Right of Entry (RoE) forms along with transmittal letters have been sent to begin the easement identification and acquisition process. Many RoEs have been received and conversations with landowners are ongoing. More in-depth subsurface utility information gathering is underway and additional field work is imminent to begin the detailed alignment establishment.

Home Depot Pump Station Rehabilitation

We have conducted site visits to catalog equipment and document the pump station in detail as well as reviewed original design drawings and all record information. Additionally, an operational strategy has been formulated and discussed with the electrical engineer. Pump alternatives analysis selection is underway.

West Bee Cave Pump Station Ground Storage Tank No. 2

Draft site development permit drawings have been prepared and submitted to the WTCPUA for review. Direction has been received on the tank type and capacity and design is proceeding on schedule.

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%	Q1 2018	Q3 2019
	Design	\$350,707	N/A	N/A	90%	Q2 2018	Q3 2019
Wastewater Permit Major Amendment	Technical Review	\$51,000	\$99,000	\$150,000	99%	Q3 2017	2018-2019
1080 Transmission Main	Design & Easement Acquisition	\$356,750	N/A	N/A	15%	Q3 2018	Q4 2019
Beneficial Water Recycling Project	Permitting & Design	\$475,000	N/A	\$475,000	88%	Q2 2018	Q4 2018
1340 Transmission Main	Construction	\$2,313,549	N/A	N/A	4%	Q4 2018	Q4 2018
1340 Elevated Storage Tank	Construction	\$1,729,000	N/A	\$1,729,000	9%	Q1 2019	Q1 2019
RWI Expansion & Rehab	Construction	\$1,132,000	N/A	\$117,480	35%	Q2 2018	Q2 2018
Bohls WWTP Expansion	Permitting & Design	\$481,000	N/A	\$481,000	55%	Q4 2018	Q4 2019
SWPPS Expansion	Permitting & Design	\$161,000	N/A	\$161,000	85%	Q4 2017	Q3 2018
Home Depot PS Rehab	Design	\$78,860	N/A	\$78,860	70%	Q2 2018	Q4 2018
West Bee Cave PS GST 2	Permitting & Design	\$162,350	N/A	\$162,350	45%	Q2 2018	Q1 2019

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

WTCPUA - Existing and Projected Water LUE Summary

RETAIL CUSTOMERS

WORKING DRAFT

System	Description	Demography Planning		2014-2024		
		Unit	Connections	Existing LUEs*	Projected Growth	Total LUEs
US290	Heritage Country, Big Country	18.3	92	92	51	143
	Sunset Canyon	19.3	355	358	29	387
	Townes	19.4	9	38	101	139
	Key Ranch, Saratoga Hills	20.1	34	48	142	190
	Heritage Oaks, Ledge Stone, Oak Run West, Polo Club	20.2	478	524	137	660
	Hays Country Acres & Creek	33.2	1	1	3	4
	Sunset Canyon S.	35.1	118	118	6	124
	Meadow Creek Ranch, Dripping Springs Ranch II	35.2	12	18	2	20
	SW of Sawyer Ranch and US290 to Sunset Canyon	36	209	233	90	323
	Signal Hill	38	87	90	77	167
	Bear Creek Oaks, Echo Bluff, Hills of Texas	39	263	270	89	359
	Friendship Ranch, Whispering Oaks, Wildwood, Parten	40	1	1	203	204
	Highpointe	41	759	780	352	1132
	E. of Sawyer Highpointe to Darden Hill	42	10	10	0	10
	Onion Creek Ranch, Creek of Driftwood	43.1	77	77	5	82
	Woodland Estates	43.2	6	6	52	58
	Driftwood Vineyards	43.3	2	2	104	106
	Green Hills	44	16	16	2	18
	Rim Rock	45	498	500	87	586
	Fox Run, Barsana	46.1	5	12	0	12
	S. of FM1826 Barsana to Bear Creek Pass	47.1	10	10	0	10
	Bear Creek Estates	47.3	23	23	0	23
	N. of Fitzhugh to to the county line	113	15	15	11	26
	Oak Run, S. of Fitzhugh to Blackstone	114	15	15	58	73
	NW of Circle Dr.	116	8	8	0	8
	US290 South of Circle Dr., Tanglewood W., Hillside	117	178	195	10	204
Rimrock Tr., Spring Valley, Ledgestone Terrace, Derecho	118	219	257	90	347	
Appaloosa Run, Zyle Rd.	119	135	139	0	139	
Overlook at Lewis Mountain	120	2	2	0	2	
Rutherford West	122	14	16	129	145	
SH71	Senna Hills	102	2	4	2	6
	Seven Oaks	103	222	334	61	394
	Crystal Creek Dr.	104	3	18	0	18
	Angelwylde	107	1	1	9	10
	N. of Hamilton Pool Madrone Ranch to Creeks Edge	3D.2	185	194	540	734
	Bella Colinas	3D.4	4	4	0	4
	Bee Cave West, Travis County,	3D.5	32	43	237	280
	W. of Crumley HPR to county line, Rocky Creek	3E.1	314	333	290	623
	Homestead, Meadowfox, LTYA	3G.1	165	168	51	219
	Spanish Oaks, Shops at the Galleria	3H.1	478	1012	1396	2408
	Uplands, HEB	4A.1	209	386	0	386
	The Preserve at Barton Creek	4A.2	45	45	2	47
	Lake Pointe	5A	955	996	11	1007
	Cielo	5B	1	1	106	107
	Hill Country Galleria & Surrounding	5C	19	60	125	185
	Falconhead	8A	528	621	88	708
Ladera, Morningside, Skaggs	8F	364	515	650	1165	
			TOTAL	8,603	5,397	13,999
			SH71 System	4,731	3,568	8,299
			US290 System	3,872	1,829	5,700

* - Calculation of LUEs is based on meter size. Meters with zero consumption were not counted.

WHOLESALE CUSTOMERS

System	Customer	Dec 2015-Nov 2016	Standardized Water	
		Average Usage (gpd)	LUEs ²	Projected LUEs
US290	City of Dripping Springs	0	0	1,012
	City of Dripping Springs - Headwaters	21,378	48	1,400
	Dripping Springs WSC	569,986	1,267	1,267
	Hays 1	424,158	943	1,200
	Hays 2	282,300	627	1,146
	Reunion Ranch WCID	124,525	277	524
SH71	Barton Creek West	274,536	610	610
	Crystal Mountain	33,044	73	73
	Deer Creek	134,614	299	700
	Eanes ISD	15,842	35	58
	Lazy Nine MUD	213,767	475	2,400
	Lake Travis ISD	10,028	22	22
	Senna Hills	210,011	467	485
	TC MUD 12	235,164	523	2,125
TC MUD 18	94,475	210	623	
TOTAL		2,643,828	5,875	13,645
		SH71 System	2,714	7,097
		US290 System	3,161	6,549
		SH71 System	7,445	15,396
		US290 System	7,032	12,249
		GRAND TOTAL	14,478	27,645

0 - LUEs based on Water Resources Management spreadsheet "wholesale reservations" dated 4/5/12

1 - Using 450 gpd/LUE

WTCPUA - Existing and Projected Water LUE Summary

RETAIL CUSTOMERS

WORKING DRAFT

System	Description	Demography Planning		2018-2027		
		Unit	Connections	Existing LUEs*	Projected Growth	Total LUEs
	Heritage Country, Big Country	18.3	93	93	39	132
	Sunset Canyon	19.3	370	386	23	409
	Townes	19.4	9	38	78	116
	Key Ranch, Saratoga Hills	20.1	78	105	110	215
	Heritage Oaks, Ledge Stone, Oak Run West, Polo Club	20.2	494	548	106	654
	Hays Country Acres & Creek	33.2	1	1	3	4
	Sunset Canyon S.	35.1	126	133	4	137
	Meadow Creek Ranch, Dripping Springs Ranch II	35.2	12	18	2	19
	SW of Sawyer Ranch and US290 to Sunset Canyon	36	221	279	70	349
	Signal Hill	38	97	100	60	160
	Bear Creek Oaks, Echo Bluff, Hills of Texas	39	270	276	69	345
	Friendship Ranch, Whispering Oaks, Wildwood, Parten	40	2	1	158	159
	Highpointe	41	799	826	274	1100
	E. of Sawyer Highpointe to Darden Hill	42	10	10	0	10
	Onion Creek Ranch, Creek of Driftwood	43.1	77	77	23	100
	Woodland Estates	43.2	7	7	41	48
	Driftwood Vineyards	43.3	2	2	81	83
	Green Hills	44	17	17	1	18
	Rim Rock	45	573	574	67	641
	Fox Run, Barsana	46.1	5	12	0	12
	S. of FM1826 Barsana to Bear Creek Pass	47.1	14	14	0	14
	Bear Creek Estates	47.3	23	23	0	23
	N. of Fitzhugh to the county line	113	15	15	8	23
	Oak Run, S. of Fitzhugh to Blackstone	114	17	21	45	66
	NW of Circle Dr.	116	8	8	0	8
	US290 South of Circle Dr., Tanglewood W., Hillside	117	185	203	8	211
	Rimrock Tr., Spring Valley, Ledgestone Terrace, Derecho	118	228	260	70	330
	Appaloosa Run, Zyle Rd.	119	139	143	0	143
	Overlook at Lewis Mountain	120	2	2	0	2
	Rutherford West	122	27	28	101	128
SH71	Senna Hills	102	2	3.50	2	5
	Seven Oaks	103	231	357	47	404
	N. Crystal Creek Dr.	104	5	18	0	18
	S. Crystal Creek Drive	106	2	2	0	2
	Angelwylde	107	11	11	13	23
	N. of Hamilton Pool Madrone Ranch to Creeks Edge	3D.2	213	223	420	643
	Destiny Hills	3D.3	1	1	13	14
	Bella Colinas	3D.4	4	4	393	397
	Bee Cave West, Travis County,	3D.5	43	83	185	268
	W. of Crumley HPR to county line, Rocky Creek	3E.1	374	390	226	615
	Homestead, Meadowfox, LTYA	3G.1	181	176	39	215
	Spanish Oaks, Shops at the Galleria	3H.1	632	1234	1086	2319
	Uplands, HEB	4A.1	218	414	0	414
	The Preserve at Barton Creek	4A.2	46	46	1	47
	Lake Pointe	5A	1075	1151	9	1160
	Cielo	5B	1	1	82	83
	Hill Country Galleria & Surrounding	5C	42	174	97	271
	Falconhead	8A	598	721	68	789
Ladera, Morningside, Skaggs	8F	387	618	506	1123	
			TOTAL	9,843	4,628	14,471
			SH71 System	5,625	3,187	8,811
			US290 System	4,218	1,441	5,659

* - Calculation of LUEs is based on meter size. Meters with zero consumption were not counted.

WHOLESALE CUSTOMERS

System	Customer	Jan 2017-Dec 2017	Standardized Water	
		Average Usage (gpd)	LUEs ²	Projected LUEs
US290	City of Dripping Springs	0	0	1,012
	City of Dripping Springs - Headwaters	76,485	170	1,400
	Dripping Springs WSC	648,844	1,442	4,775
	Hays 1	429,674	955	1,200
	Hays 2	356,460	792	1,146
	Reunion Ranch WCID	175,326	390	524
SH71	Barton Creek West	301,233	669	669
	Crystal Mountain	36,068	80	80
	Deer Creek	170,638	379	667 ²
	Eanes ISD	15,649	35	58
	Lazy Nine MUD	283,564	630	2,400
	Lake Travis ISD	5,003	11	22
	Senna Hills	200,781	446	485
	TC MUD 12	385,236	856	2,125
TC MUD 18	47,000	104	623	
TOTAL		3,131,961	6,960	17,186

0 - LUEs based on Water Resources Management spreadsheet "wholesale reservations"

dated 4/5/12

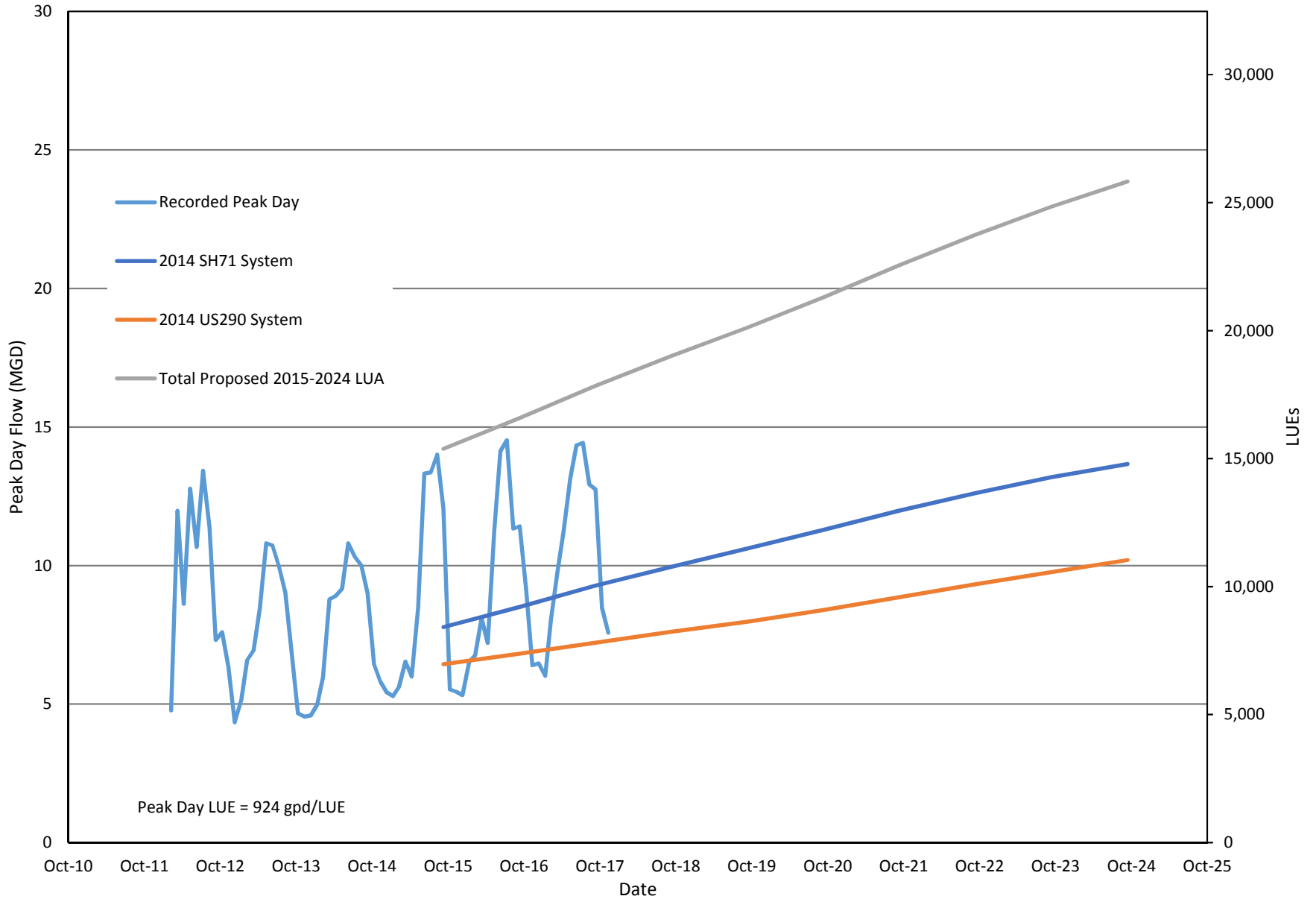
1 - Using 450 gpd/LUE

2- Contract states 310 built out LUEs, max 400 gpm consumption

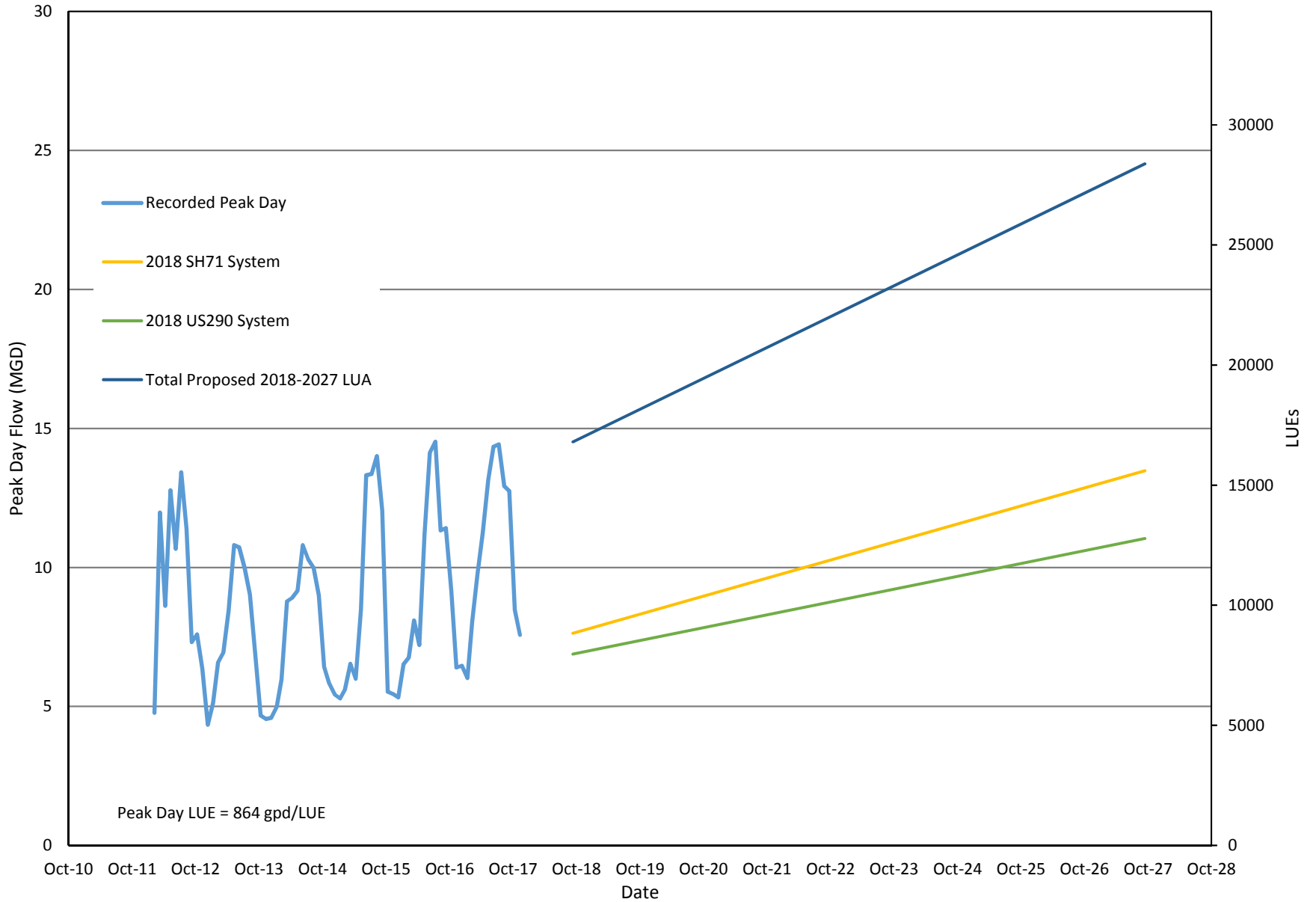
SH71 System	3,211	6,463
US290 System	3,748	10,057

SH71 System	8,836	15,274
US290 System	7,966	15,716
GRAND TOTAL	16,802	31,657

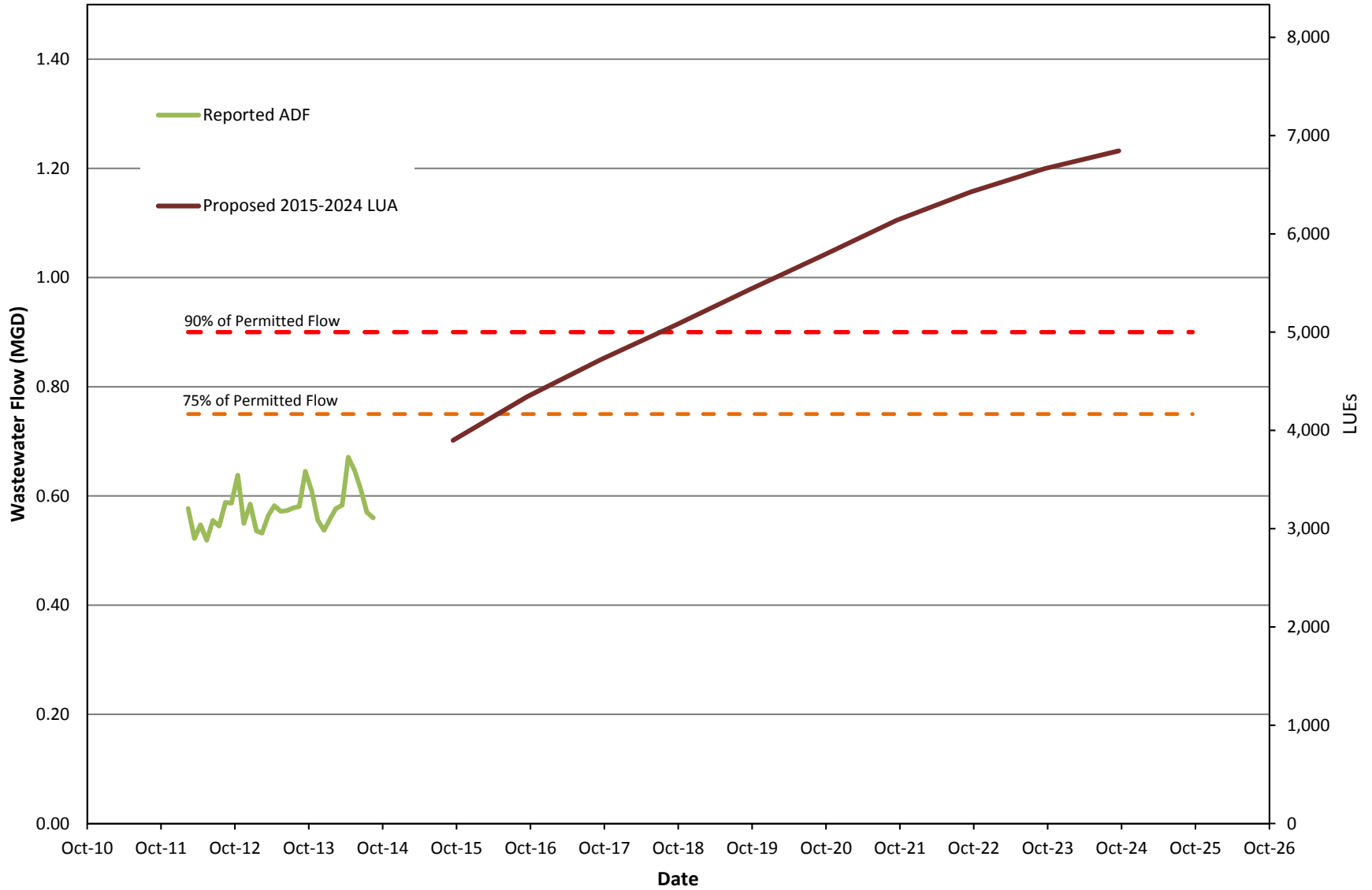
WTCPUA 2014 LUA Comparison - Water



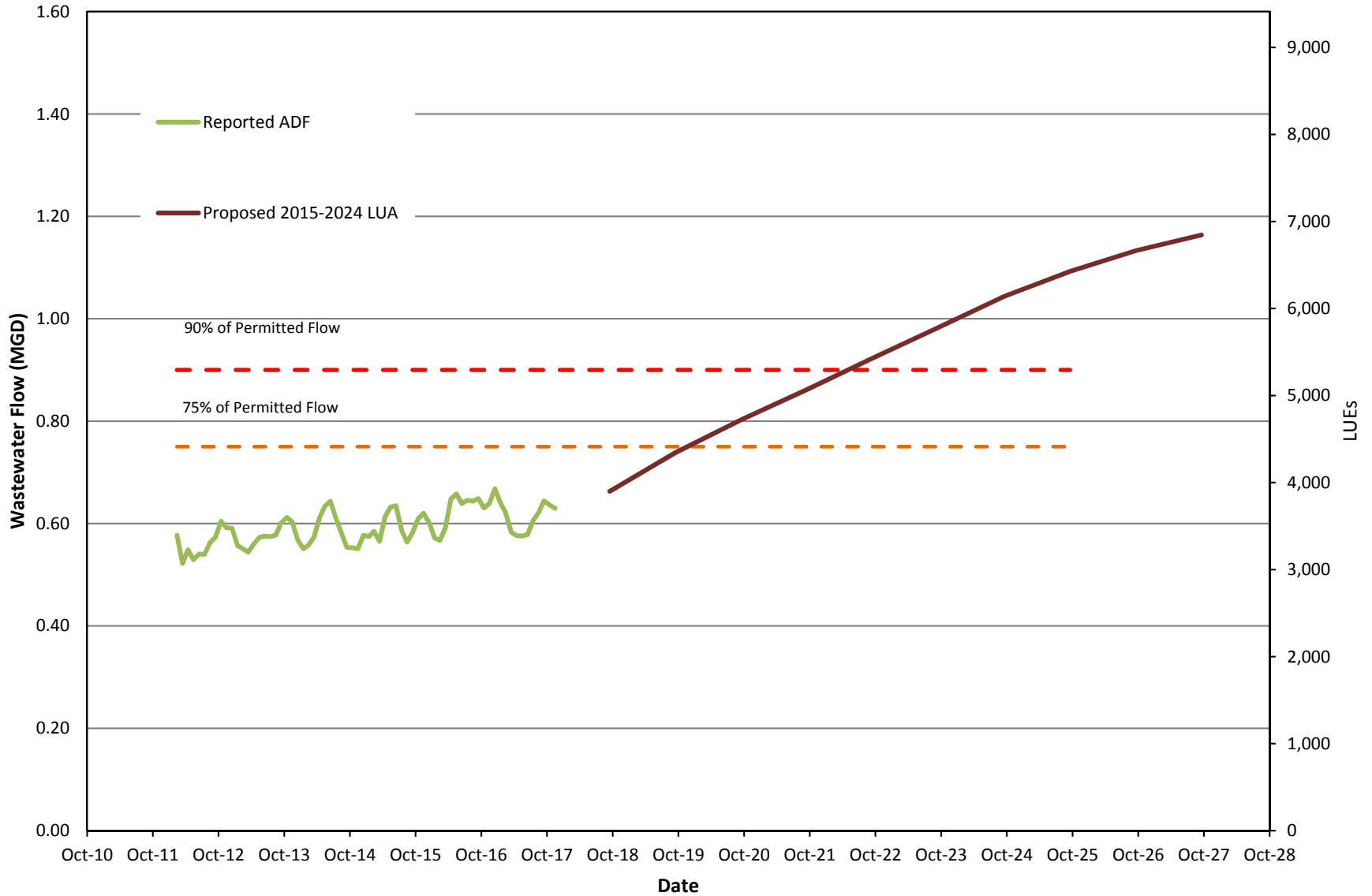
WTCPUA 2018 LUA Comparison - Water



WTCPUA-Wastewater LUA Summary 2014

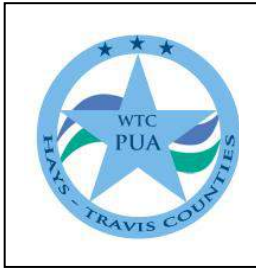


WTCPUA-Wastewater LUA Summary 2018



*Note: LUE= 170 gpd/LUE

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

April 12, 2018

Executive Summary

Working closely with PUA Engineering staff to successfully complete the following capital projects on time and within budget:

1. Raw Water Intake Pump Station Improvements
2. Lake Pointe WWTP Improvements
3. Water Treatment Plant Improvements
4. Tank Pump Station Coating Improvements
5. Manhole Rehabilitation Project

Critical Issues

The effluent ponds remain within mandatory take levels. Effluent water reports are sent out weekly to help TLAP users manage their irrigation practices. We will continue to closely monitor our effluent supply and demand during this period.

Noteworthy Events

Mr. Chris Pangman obtained a B Level Wastewater License Exam from the TCEQ. The PUA has 8 licensed water operators and 7 licensed wastewater operators.

Environmental Compliance

All TCEQ compliance parameters were within State limits during the month of March 2018. 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	5.64 MGD
AVG Treated Water	5.79 MGD
PEAK Treated Water	7.97 MGD
AVG CFE Turbidity	0.08 NTU
AVG Chlorine	3.36 mg/l

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.424 MGD	0.675 MGD
MAX Flow	0.682 MGD	
AVG BOD	2.44 mg/l	5 mg/l
AVG Fec.Coli	2.44 mg/l	20 mg/l
AVG NH3	0.05 mg/l	2 mg/l
AVG Turbidity	1.74 mg/l	3 mg/l

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.239 MGD	0.325 MGD
MAX Flow	0.329 MGD	
AVG BOD	2.11 mg/l	5 mg/l
AVG Fec.Coli	1.22 mg/l	20 mg/l
AVG NH3	0.06 mg/l	2 mg/l
AVG Turbidity	1.36 mg/l	3 mg/l

Other Performance Measures

During the month of March approximately 524,000 gallons of water was flushed from different areas of the system. The flushing program moves water through the system and helps improve water quality.

Public Relations

An air release odor control valve was installed on the sewer force main near Lake Pointe subdivision. The unit connects directly to the air release valve to control odors and prevent corrosion in the vault. The gases pass through the media and clean air as it exits into the atmosphere. There are now no detectable gases at this location.

Safety Performance

A reportable injury occurred March 12, 2018. Larry Henderson injured his ankle walking up the stairs at the Water Treatment Plant. He is out of work on medical leave.

Safety topic(s) this month:

- Forklift Safety
- Backhoe Safety
- Dump Truck Safety

Personnel

The Line Maintenance position was filled Wednesday, March 21st by Mr. Joe Cruz. Mr. Cruz has many years of experience operating heavy equipment and working around water utility lines.

Mr. Manuel Sustaita, Pump and Motor Maintenance last day of work was Friday, April 6th. The vacancy has been posted and we expect to backfill the position very soon.

Miscellaneous

- Eyewash stations were installed at all lift stations. Eyewash stations are a standard safety feature for wastewater facilities and recommended by TCEQ.
- Wholesale CCR sent to all wholesale customers March 19th. Due date April 1, 2018.



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12117 Bee Cave Road
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MEMORANDUM

Date: April 12, 2018

To: Robert Pugh, P.E. – WTCPUA General Manager
Board of Directors – WTCPUA

From: Trey Cantu, Operations Manager

Re: PRV Maintenance Plan Update

A comprehensive program was established to assess all pressure reducing valves in the PUA's water distribution system. An inventory of 30 PRV sites is now completed. The following attachment shows PRV location, size, and pressure setting. Each week 5 pressure loggers are placed in different locations in the distribution system to monitor pressures. The pressure activity is logged in 10 minute increments. Staff then analyzes the data and compares it to PRV settings from the same area. This process has helped us understand the different regional pressure averages within the different service areas. In one occurrence the abnormal pressures helped us identify a PRV that had been slowly leaking causing some pressure loss. The PRV was quickly repaired and the pressure was returned to normal. No customer complaints were received.

Each PRV vault has been inspected by several staff employees over the past several months while gathering pressure data and other information for this program. PRVs will be inspected at minimum every six months going forward after this initial assessment.

Pressure Reducing Valves
Updated April 11, 2018

PRV's on 71 System						
No.	Location	Low Flow	PSI (In-Out)	High Flow	PSI (In-Out)	Make
1	Marly Way and Brookhurst	4"	115 - 50	8"	115 - 40	Watts
2	Resaca & Pleasant Panorama	4"	115 - 60	8"	115 - 65	Cla-Val
3	SW Corner 2244 & Crystal Creek	1 1/2"	150 - 30	4"	150 - 150	Watts
4	Ladera Blvd Behind Home Depot	2 1/2"	110 - 105	10"	110 - 85	Cla-Val
5	71 and Bee Cave Pkwy Near CVS	6"	140 - 135	8"	120 - 75	Watts
6	Patterson & Angelwylde	2"	80 - 80	4"	80 - 75	Watts
7	9702 Anglewylde Dr.			8"	85 - 75	Cla-Val
8	802 Crystal Creek Dr.	1 1/2"	90 - 60	4"	90 - 60	Watts
9	1451 Patterson Rd.	1 1/2"	140 - 85	4"	140 - 140	Watts
10	8403 Crystal Creek			4"	90 - 60	Cla-Val
11	Great Divide and Low Rider Trl			8"	150 - 135	Bermad
12	The Preserve	4"	140 - 110	10"	140 - 85	Cla-Val
13	6409 Spanish Oak Blvd			6"	135 - 120	Cla-Val
PRV's on 290 System						
No.	Location	Low Flow	PSI (In-Out)	High Flow	PSI (In-Out)	Make
14	Hwy 290 & Derecho Dr.			6"	85 - 80	Cla-Val
15	404 Canyonwood Dr.	2 1/2"	100 - 60	6"	100 - 40	Watts
16	1013 Canyon View Dr.			4"	85 - 85	Watts
17	1014 Westland Ridge			6"	85 - 75	Watts
18	1826 and Kemp Hills			4"	120 - 70	Cla-Val
19	Crystal Hills and 1826	3"	120-135	10"	120-130	Cla-Val
20	240 Hawthorn Loop	4"	140 - 105	8"	140 - 90	Watts
21	Darden Hill and Sawyer Ranch Rd.	2"	110 - 65	6"	110 - 50	Cla-Val
22	2012 Hidden Hills	2"	95 - 65	6"	95 - 55	Watts
23	1036 Windmill Dr.	1"	90 - 65	4"	90 - 60	Watts
24	1012 Sunset Canyon	1"	115 - 65	4"	115 - 70	Watts
25	1020 Hidden Hills Dr.	3"	95 - 55	8"	95 - 40	Watts
26	413 Cottonwood Creek Dr.	1 1/2"	80 - 90	6"	80 - 80	Watts
27	501 Oakwood Ln.	1 1/2"	85 - 75	6"	85 - 60	Watts
28	1036 Sunset Canyon Dr. S.	1 1/2"	105 - 100	4"	105 - 95	Watts
29	14307 Sawyer Ranch Rd.	4"	105 - 75	8"	105 - 60	Cla-Val
30	Belterra Village	3"	70 - 110	6"	105 - 70	Cla-Val



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MEMORANDUM

Date: April 12, 2018

To: Robert Pugh, P.E. – WTCPUA General Manager
Board of Directors – WTCPUA

From: Trey Cantu, Operations Manager

Re: Elimination of Annual Equipment Rental Costs

VSC3000 Carbon Media Vessel at Lake Pointe WWTP

In 2012 WTCPUA entered into a lease agreement with Siemens Industry, Inc. to provide a carbon vessel as an effective way to treat unpleasant odors at the Lake Pointe WWTP. The vessel is a 9 foot tall cylinder-shaped carbon steel tank that hold approximately 3,000 pounds of carbon media. It is a straightforward process. Air is vacuumed from different problem areas around the plant and forced through the vessel, the organic compounds are adsorbed onto the activated carbon, and clean air is discharged from the vent. The monthly rent for this vessel was \$700/month or \$8,400/year. The cost of renting this equipment for the past 6 years was more than \$50,000. Earlier this month we negotiated to purchase the existing VSC3000 vessel from Siemens for \$6,495. The vessel has not received any maintenance from the vendor and appears in excellent condition. We estimate the tank has many years of useful life. The lease agreement was canceled. Notice to terminate the agreement was provided to the vendor. The carbon media will continue to be replaced as needed.

500BBL Frac Tank at Uplands WTP

In 2012 WTCPUA entered into a lease agreement with Rain For Rent to provide a frac tank for sludge handling at the water treatment plant. The frac tank is a 500 barrel or 21,000 gallon tank and is used to store sludge generated during the raw water production process. The sludge is stored temporarily in the frac tank and then emptied using a tanker truck and hauled away. The monthly rent for this frac tank was \$1,285/month or \$15,420/year. The cost of renting this equipment for the past 6 years was more than \$92,000. Earlier this month the PUA solicited for the purchase of a refurbished 500BBL frac tank. 3 quotes were received and a refurbished tank was purchased from Dragon Products, LTD for \$20,500. The tank is in excellent condition, see attached photos. The lease agreement was canceled. Notice to terminate the agreement was provided to the vendor.





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
Wastewater Utility**

Bee Cave District	February	March	April	May	June	July	August	September	October	November	December	January	February	12 Month Total
Commercial Sewer	\$ 51,429	\$ 47,045	\$ 58,628	\$ 55,186	\$ 56,944	\$ -	\$ 58,290	\$ 60,568	\$ 64,797	\$ 64,362	\$ 65,815	\$ 51,670	\$ 52,217	\$ 686,951
Multi Use Sewer	\$ 66,645	\$ 64,756	\$ 62,614	\$ 61,776	\$ 64,003	\$ -	\$ 62,835	\$ 67,697	\$ 61,198	\$ 65,537	\$ 61,096	\$ 62,409	\$ 63,732	\$ 764,298
Grinder Surcharge	\$ 1,000	\$ 1,000	\$ 1,000	\$ 998	\$ 974	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 12,973
Residential Sewer	\$ 186,123	\$ 185,573	\$ 273,737	\$ 205,609	\$ 204,646	\$ -	\$ 209,080	\$ 209,016	\$ 206,721	\$ 205,249	\$ 199,723	\$ 193,359	\$ 190,646	\$ 2,469,482
TOTALS	\$ 305,198	\$ 298,375	\$ 395,979	\$ 323,570	\$ 326,567	\$ 1,000	\$ 331,205	\$ 338,280	\$ 333,715	\$ 336,148	\$ 327,634	\$ 308,437	\$ 307,595	\$ 3,933,703

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)**

	February	March	April	May	June	July	August	September	October	November	December	January	February
Bee Cave	4,819	14,062	11,353	10,504	15,537	-	17,729	17,194	14,839	19,895	19,895	9,657	10,300
Bee Cave South	2,161	2,015	2,001	1,297	2,162	2,959	4,042	2,965	1,167	1,272	1,865	1,080	1,329
Homestead / Meadow Fox	4,230	4,373	4,212	4,295	4,476	4,443	4,515	4,476	4,541	4,444	4,490	4,425	4,339
290 / HPR	3,061	6,149	4,970	4,406	6,193	6,472	10,966	12,627	6,323	5,123	6,260	3,685	2,944
TOTALS	\$ 14,270	\$ 26,599	\$ 22,537	\$ 20,503	\$ 28,368	\$ 13,874	\$ 37,251	\$ 37,262	\$ 26,869	\$ 30,734	\$ 32,510	\$ 18,847	\$ 18,913

FYE 2016 Budgeted Revenues

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

Hays MUD 4	February	March	April	May	June	July	August	September	October	November	December	January	February
Sewer	7,709	7,692	8,093	8,193	8,552	8,615	8,583	8,421	8,279	8,065	7,458	7,542	7,321
TOTALS	\$ 7,709	\$ 7,692	\$ 8,093	\$ 8,193	\$ 8,552	\$ 8,615	\$ 8,583	\$ 8,421	\$ 8,279	\$ 8,065	\$ 7,458	\$ 7,542	\$ 7,321

TC MUD 16	February	March	April	May	June	July	August	September	October	November	December	January	February
Sewer	21,170	22,801	24,106	24,723	24,740	26,098	26,483	26,435	26,143	26,200	23,434	23,564	23,708
TOTALS	\$ 21,170	\$ 22,801	\$ 24,106	\$ 24,723	\$ 24,740	\$ 26,098	\$ 26,483	\$ 26,435	\$ 26,143	\$ 26,200	\$ 23,434	\$ 23,564	\$ 23,708



Summary of Wholesale, Raw Water and Effluent Billed Revenues

Wholesale Water														
Revenue	January	February	March	April	May	June	July	August	September	October	November	December	January	February
	1/16-2/15	2/15-3/15	3/15-4/15	4/16-5/15	5/15-6/15	6/16-7/15	7/16-8/15	8/16-9/15	9/16-10/15	10/16-11/15	11/16-12/15	12/16-1/15	1/16-2/15	2/16-3/15
Barton Creek West	\$ 20,803	\$ 20,656	\$ 25,572	\$ 32,282	\$ 31,685	\$ 37,409	\$ 45,461	\$ 37,493	\$ 32,279	\$ 30,155	\$ 24,954	\$ 22,837	\$ 19,338	\$ 18,943
Headwaters	17,033	16,780	17,234	17,600	\$ 20,490	\$ 21,504	\$ 25,553	\$ 22,241	\$ 19,361	\$ 18,082	\$ 17,306	\$ 16,085	\$ 16,101	\$ 16,272
City of Dripping Springs (Blue Blazes)													\$ 681	\$ 2,590
Crystal Mountain HOA	3,789	3,686	3,761	3,617	\$ 5,073	\$ 5,899	\$ 6,773	\$ 5,436	\$ 4,795	\$ 4,836	\$ 4,579	\$ 4,502	\$ 3,897	\$ 3,677
Deer Creek Ranch	14,563	13,952	15,253	16,399	\$ 16,872	\$ 18,257	\$ 20,035	\$ 17,255	\$ 16,378	\$ 15,865	\$ 14,846	\$ 13,764	\$ 13,862	\$ 12,914
Dripping Springs WSC	43,590	29,521	41,576	53,360	\$ 48,138	\$ 54,200	\$ 61,483	\$ 48,681	\$ 46,455	\$ 47,295	\$ 41,943	\$ 39,657	\$ 41,696	\$ 38,307
Eanes ISD	1,214	1,184	1,327	1,760	\$ 1,497	\$ 1,354	\$ 1,833	\$ 2,039	\$ 1,655	\$ 1,563	\$ 1,447	\$ 1,146	\$ 1,335	\$ 1,162
Graham Mortgage	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hays WCID 1	13,134	42,511	35,462	45,303	\$ 41,021	\$ 50,036	\$ 58,082	\$ 45,503	\$ 42,576	\$ 41,038	\$ 36,167	\$ 30,648	\$ 32,411	\$ 30,532
Hays WCID 2	44,216	27,722	32,636	37,715	\$ 39,835	\$ 44,667	\$ 52,531	\$ 41,286	\$ 37,713	\$ 36,655	\$ 31,566	\$ 26,566	\$ 27,483	\$ 26,810
Hudson	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lazy Nine 1A	21,747	22,640	25,476	28,410	\$ 28,903	\$ 29,987	\$ 35,361	\$ 32,072	\$ 33,620	\$ 29,844	\$ 28,844	\$ 22,306	\$ 23,081	\$ 21,995
Masonwood	9,462	8,771	9,576	10,966	\$ 12,547	\$ 12,978	\$ 15,004	\$ 14,735	\$ 13,046	\$ 12,775	\$ 11,056	\$ 9,331	\$ 9,555	\$ 6,702
Reunion Ranch	10,026	9,881	11,654	14,891	\$ 15,212	\$ 18,403	\$ 24,261	\$ 19,892	\$ 18,758	\$ 18,061	\$ 12,586	\$ 9,856	\$ 10,464	\$ 9,723
Senna Hills	12,439	14,286	15,794	18,919	\$ 18,320	\$ 20,700	\$ 24,860	\$ 20,973	\$ 18,574	\$ 16,779	\$ 14,725	\$ 13,784	\$ 13,774	\$ 12,557
Travis County MUD 12	50,919	49,414	49,208	52,234	\$ 54,396	\$ 55,278	\$ 62,835	\$ 57,548	\$ 53,965	\$ 54,823	\$ 49,671	\$ 46,111	\$ 48,305	\$ 43,770
TOTALS	\$ 262,935	\$ 261,004	\$ 284,528	\$ 333,456	\$ 333,989	\$ 370,672	\$ 434,070	\$ 365,154	\$ 339,175	\$ 327,770	\$ 289,690	\$ 256,595	\$ 261,983	\$ 245,955

FYE 2016 Budgeted Revenues

Wholesale Water

Wholesale Wastewater														
Revenue	January	February	March	April	May	June	July	August	September	October	November	December	January	February
Masonwood Wastewater	\$ 18,834	\$ 18,307	\$ 18,994	\$ 19,690	\$ 21,775	\$ 20,629	\$ 23,441	\$ 23,181	\$ 22,279	\$ 23,563	\$ 23,234	\$ 23,074	\$ 24,824	\$ 23,976
WCID 17 Wastewater	29,764	29,764	29,764	18,659	\$ 32,137	\$ 30,227	\$ 32,044	\$ 31,803	\$ 30,925	\$ 32,427	\$ 30,740	\$ 34,127	\$ 30,357	\$ 30,314
TOTALS	\$ 48,597	\$ 48,070	\$ 48,758	\$ 38,349	\$ 53,912	\$ 50,856	\$ 55,485	\$ 54,984	\$ 53,205	\$ 55,990	\$ 53,974	\$ 57,201	\$ 55,180	\$ 54,289

FYE 2016 Budgeted Revenues

Wholesale Wastewater

Effluent/Raw Water/Raw Water Deliver														
Revenue	January	February	March	April	May	June	July	August	September	October	November	December	January	February
Brinker Texas (Chills) Effluent	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CCNG Effluent / Raw	-	-	-	-	\$ 41,717	\$ 35,064	\$ 36,711	\$ 22,923	\$ 16,159	\$ 18,529	\$ 18,021	\$ 10,245	\$ -	\$ -
Connel Falconhead Apts	-	-	-	-	\$ 4,870	\$ 4,028	\$ 5,051	\$ 3,004	\$ 4,237	\$ 2,869	\$ 1,591	\$ 629	\$ -	\$ -
Falconhead HOA (Spillman) Effluent	-	-	-	-	\$ 5,799	\$ 7,332	\$ 8,125	\$ 9,416	\$ 3,720	\$ 3,670	\$ 3,008	\$ 629	\$ -	\$ -
Fire Phoenix (Falconhead Golf) Effluent	-	-	-	-	\$ 17,826	\$ 29,386	\$ 42,166	\$ 10,956	\$ 10,956	\$ 19,630	\$ 9,408	\$ 9,454	\$ -	\$ -
First Star Bank Effluent	-	-	-	-	\$ -	\$ 25	\$ 29	\$ 16	\$ 12	\$ 25	\$ -	\$ -	\$ -	\$ -
Lake Travis ISD Effluent / Raw	\$ 1,500	855	271	1,278	\$ 653	\$ 271	\$ 797	\$ 715	\$ 649	\$ 723	\$ 715	\$ 477	\$ 115	\$ 119
WTCMUD3 Raw Water Delivery Chrg	-	-	264	2,031	\$ -	\$ 1,375	\$ 1,516	\$ -	\$ 3	\$ -	\$ 1,399	\$ 4	\$ 16	\$ -
Embrey Partners	-	-	-	-	\$ 789	\$ 1,060	\$ 1,171	\$ 1,356	\$ 1,180	\$ 1,307	\$ 1,171	\$ 719	\$ -	\$ -
Ash Creek Homes	-	-	-	-	\$ 1,739	\$ 1,233	\$ 2,261	\$ 2,445	\$ 1,854	\$ 2,088	\$ 1,911	\$ 41	\$ -	\$ -
Lakeway Dermatology	-	-	-	-	\$ 210	\$ 267	\$ 436	\$ 518	\$ 41	\$ -	\$ 415	\$ 53	\$ -	\$ -
TOTALS	\$ 1,500	\$ 855	\$ 535	\$ 3,309	\$ 73,602	\$ 80,042	\$ 98,264	\$ 51,351	\$ 38,811	\$ 48,840	\$ 37,640	\$ 22,251	\$ 131	\$ 119

FYE 2016 Budgeted Revenues

Effluent/Raw Water

TOTAL	\$ 313,032	\$ 309,929	\$ 333,821	\$ 375,114	\$ 461,503	\$ 501,570	\$ 587,819	\$ 471,489	\$ 431,190	\$ 432,600	\$ 381,305	\$ 336,046	\$ 317,294	\$ 300,363
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FYE 2016 Budgeted Revenues

TOTAL Wholesale/Effluent



Summary of Total Billed Revenues - PUA Revenues Only

Water Utility	February	March	April	May	June	July	August	September	October	November	December	January	February	12 Month Total
Retail Water	\$ 778,576	\$ 826,447	\$ 842,405	\$ 953,762	\$ 1,343,227	\$ 976,527	\$ 1,819,357	\$ 1,534,267	\$ 1,304,183	\$ 1,186,548	\$ 960,725	\$ 820,838	\$ 784,630	\$ 14,131,492
Wholesale Water	261,004	284,528	333,456	333,989	370,672	434,070	365,154	339,175	327,770	289,690	256,595	261,983	245,955	\$ 4,104,041
TOTALS	\$ 1,039,580	\$ 1,110,975	\$ 1,175,861	\$ 1,287,751	\$ 1,713,899	\$ 1,410,597	\$ 2,184,512	\$ 1,873,442	\$ 1,631,953	\$ 1,476,238	\$ 1,217,320	\$ 1,082,820	\$ 1,030,585	\$ 18,235,533

Wastewater Utility	February	March	April	May	June	July	August	September	October	November	December	January	February	12 Month Total
Retail Wastewater	\$ 305,198	\$ 298,375	\$ 395,979	\$ 323,570	\$ 326,567	\$ 1,000	\$ 331,205	\$ 338,280	\$ 333,715	\$ 336,148	\$ 327,634	\$ 308,437	\$ 307,595	\$ 3,926,638
Wholesale Wastewater	48,070	48,758	38,349	53,912	50,856	55,485	54,984	53,205	55,990	53,974	57,201	55,180	54,289	\$ 674,562
TOTALS	\$ 353,268	\$ 347,132	\$ 434,328	\$ 377,482	\$ 377,423	\$ 56,485	\$ 386,189	\$ 391,485	\$ 389,706	\$ 390,123	\$ 384,834	\$ 363,618	\$ 361,884	\$ 4,601,200

Other	February	March	April	May	June	July	August	September	October	November	December	January	February	12 Month Total
Other Fees - Retail	\$ 14,270	\$ 26,599	\$ 22,537	\$ 20,503	\$ 28,368	\$ 13,874	\$ 37,251	\$ 37,262	\$ 26,869	\$ 30,734	\$ 32,510	\$ 18,847	\$ 18,913	\$ 328,535
Raw Water/Effluent	\$ 855	\$ 535	\$ 3,309	\$ 73,602	\$ 80,042	\$ 98,264	\$ 51,351	\$ 38,811	\$ 48,840	\$ 37,640	\$ 22,251	\$ 131	\$ 119	\$ 455,749
TOTALS	\$ 15,125	\$ 27,134	\$ 25,846	\$ 94,105	\$ 108,410	\$ 112,137	\$ 88,602	\$ 76,073	\$ 75,708	\$ 68,374	\$ 54,761	\$ 18,978	\$ 19,032	\$ 784,284

TOTAL	\$ 1,407,973	\$ 1,485,242	\$ 1,636,034	\$ 1,759,338	\$ 2,199,732	\$ 1,579,219	\$ 2,659,302	\$ 2,341,000	\$ 2,097,367	\$ 1,934,734	\$ 1,656,915	\$ 1,465,416	\$ 1,411,501	\$ 23,621,017
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FYE 2016 Budgeted Revenues



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

	February	March	April	May	June	July	August	September	October	November	December	January	February	12 Month Total
Bee Cave	29,943	32,448	37,813	50,370	53,765	64,715	73,405	70,294	62,622	54,905	43,644	33,513	31,618	638,956
Bee Cave South	13,630	14,484	17,524	21,234	26,643	33,270	30,055	22,869	18,466	18,368	13,762	16,288	12,681	259,274
Homestead / Meadow Fox	896	1,010	1,394	1,587	1,559	1,647	1,825	1,629	1,414	1,288	1,246	1,004	938	17,437
HPR / Z90	17,611	20,394	26,828	39,228	40,717	56,427	61,674	45,115	34,725	32,152	23,938	16,610	16,628	432,047
Total Retail	62,080	68,336	83,559	112,419	122,684	156,059	166,959	139,907	117,227	106,613	82,590	67,415	61,865	1,347,713

Wholesale Water	February	March	April	May	June	July	August	September	October	November	December	January	February	12 Month Total
Barton Creek West	4,592	6,670	9,454	9,206	11,581	14,922	11,615	9,452	8,571	9,413	5,535	4,083	3,919	109,013
City of Dripping Springs (Blue Blazes)													136	136
Headwaters	1,014	1,262	1,462	3,041	3,595	5,808	3,998	2,424	1,725	1,301	634	15,662	736	42,662
Crystal Mountain HOA	606	637	577	1,184	1,528	1,892	1,335	1,068	1,085	978	946	694	602	13,132
Deer Creek Ranch	3,562	4,355	5,054	5,342	6,187	7,271	5,576	5,041	4,728	4,107	3,447	3,507	2,929	61,106
Dripping Springs WSC	8,328	15,590	22,689	19,543	23,195	27,582	19,870	18,529	19,035	15,811	14,434	15,662	13,621	233,889
Eanes ISD	268	352	607	452	368	650	771	545	491	423	246	357	255	5,785
Graham Mortgage														
Hays WCID 1	13,711	9,589	15,344	12,840	18,112	22,817	15,461	13,749	12,850	10,001	6,774	7,805	6,708	165,759
Hays WCID 2	5,185	7,758	10,417	11,527	14,057	18,174	12,287	10,416	9,862	7,198	4,580	5,060	4,708	121,229
Hudson	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lazy Nine 1A	5,042	6,681	8,377	8,662	9,289	12,395	10,494	11,389	9,206	8,628	4,849	5,297	4,669	104,978
Masonwood	2	3	3	4	5	5	5	4	5	4	2	2,553	803	3,398
Reunion Ranch	2,285	3,228	4,950	5,121	6,818	9,934	7,610	7,007	6,636	3,724	2,272	2,595	2,201	64,381
Senna Hills	3,920	4,851	6,780	6,410	7,879	10,447	8,048	6,567	5,459	4,191	3,610	3,604	2,853	74,619
Travis County MUD 12	9,580	9,461	11,210	12,460	12,970	17,338	14,282	12,211	12,707	9,729	7,671	8,939	6,318	144,876
Total Wholesale	58,095	70,437	96,924	95,792	115,584	149,235	111,352	98,402	92,360	75,508	55,000	75,954	50,320	1,144,963

Effluent Water	February	March	April	May	June	July	August	September	October	November	December	January	February	12 Month Total
Brinker Texas, LP	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CCHNG Golf, LLC	2,244	2,883	11,220	10,150	16,309	17,075	10,661	7,516	8,618	8,382	4,765	10,143	5,705	115,671
Connel Falconhead Apartm	851	294	621	1,185	980	1,229	731	1,031	698	387	153	324	284	8,768
Fire Phoenix, LLC	58,278	64,029	76,994	8,291	13,668	19,612	13,686	9,440	9,130	4,376	4,397	12,268	15,080	309,249
First State Bank	-	-	-	-	6	7	4	3	6	-	-	-	3	29
Lake Travis ISD	208	66	311	159	66	194	174	158	176	174	116	28	29	1,859
Spillman Ranch Community	1,280	797	1,328	1,411	1,784	1,977	2,291	1,730	1,707	1,399	641	253	1,479	18,077
Rah Creek Homes (Wildwo	55	55	55	423	300	550	595	451	508	465	10	223	245	3,935
Embrey Partners (Estates a	173	207	320	192	258	285	330	287	318	285	175	111	97	3,038
Lakeway Dermatology	-	9	72	51	65	106	128	10	-	101	13	15	13	581
Total Wholesale	63,089	68,340	90,921	21,862	33,436	41,035	28,598	20,626	21,161	15,569	10,270	23,365	22,935	461,207

System Summary	February	March	April	May	June	July	August	September	October	November	December	January	February	12 Month Total
Total Retail	62,080	68,336	83,559	112,419	122,684	156,059	166,959	139,907	117,227	106,613	82,590	67,415	61,865	1,347,659
Total Wholesale	58,095	70,437	96,924	95,792	115,584	149,235	111,352	98,402	92,360	75,508	55,000	75,954	50,320	1,159,567
Effluent Water	63,089	68,340	90,921	21,862	33,436	41,035	28,598	20,626	21,161	15,569	10,270	23,365	22,935	474,065
TOTAL WATER	183,264	207,113	271,404	230,073	271,704	346,329	306,909	258,935	230,748	197,690	147,860	166,734	135,120	2,507,226

Retail Percent of Total	34%	33%	31%	49%	45%	45%	54%	54%	51%	54%	56%	40%	46%	54%
Wholesale Percent of Total	32%	34%	36%	42%	43%	43%	36%	38%	40%	38%	37%	46%	37%	46%



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

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

Wholesale Wastewater	February	March	April	May	June	July	August	September	October	November	December	January	February	12 Month Total
Masonwood Wastewater	806	896	987	1,260	1,110	1,478	1,444	1,326	1,494	1,451	1,430	1,659	1,548	16,889
WCID 17 Wastewater	2,006	2,006	209	2,390	2,081	2,375	2,336	2,194	2,437	2,164	2,712	2,102	2,095	27,107
TOTALS	2,812	2,902	1,196	3,650	3,191	3,853	3,780	3,520	3,931	3,615	4,142	3,761	3,643	43,996

System Summary	February	March	April	May	June	July	August	September	October	November	December	January	February	12 Month Total
Total Retail	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Wholesale	2,812	2,902	1,196	3,650	3,191	3,853	3,780	3,520	3,931	3,615	4,142	3,761	3,643	43,996
TOTAL WASTEWATER	2,812	2,902	1,196	3,650	3,191	3,853	3,780	3,520	3,931	3,615	4,142	3,761	3,643	43,996

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%

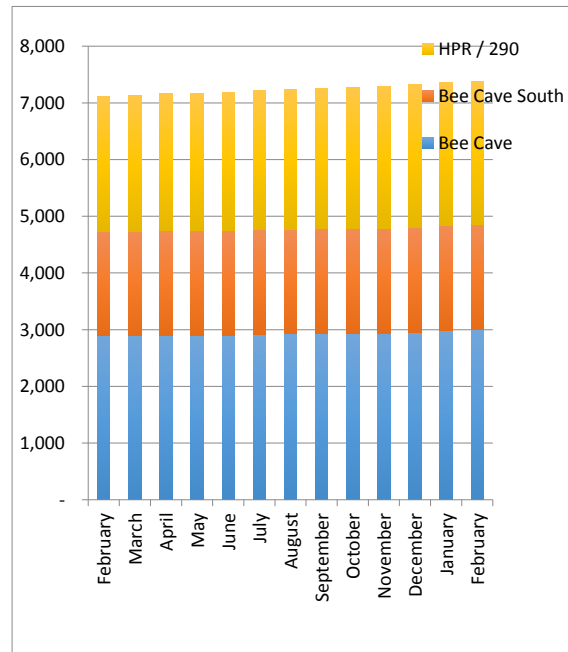




**Summary of Total Retail Customer Count
Water**

Meters	February	March	April	May	June	July	August	September	October	November	December	January	February
Bee Cave	2,890	2,894	2,902	2,905	2,904	2,914	2,926	2,932	2,931	2,937	2,958	2,982	2,997
Bee Cave South	1,839	1,836	1,839	1,843	1,846	1,848	1,849	1,848	1,849	1,847	1,852	1,855	1,856
Homestead / Meadow Fox	156	156	156	156	155	156	156	156	157	157	157	157	157
HPR / 290	2,382	2,396	2,417	2,423	2,442	2,453	2,467	2,477	2,483	2,501	2,518	2,523	2,533
TOTALS	7,267	7,282	7,314	7,327	7,347	7,371	7,398	7,413	7,420	7,442	7,485	7,517	7,543

Customer Growth	25	15	32	13	20	24	27	15	7	22	43	32	26
Monthly Growth Rate	0.35%	0.21%	0.44%	0.18%	0.27%	0.33%	0.37%	0.20%	0.09%	0.30%	0.58%	0.43%	0.35%
Annual Growth	244	234	251	224	224	232	236	232	208	218	271	292	301
Annual Growth Rate	3%	3%	4%	3%	3%	3%	3%	3%	3%	3%	4%	4%	4%



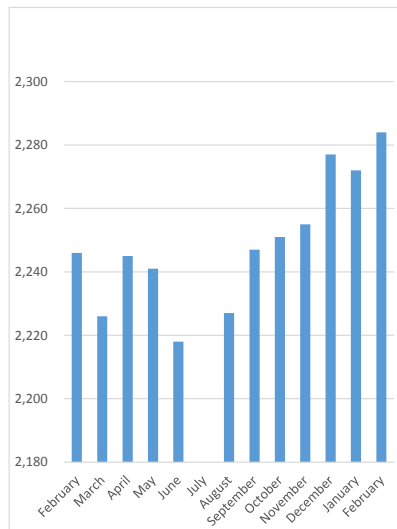


Summary of Total Retail Customer Count

Wastewater

Meters	February	March	April	May	June	July	August	September	October	November	December	January	February	Annual Growth Rate
Wastewater Customers	2,246	2,226	2,245	2,241	2,218		2,227	2,247	2,251	2,255	2,277	2,272	2,284	2%

Customer Growth	5	(20)	19	(4)	(23)	(2,218)	2,227	20	4	4	22	(5)	12
Monthly Growth Rate	0.22%	-0.89%	0.85%	-0.18%	-1.03%	-100.00%	#DIV/0!	0.90%	0.18%	0.18%	0.98%	-0.22%	0.53%
Annual Growth	43	24	45	61	45	(2,211)	41	29	27	26	43	33	43
Annual Growth Rate	2%	1%	2%	3%	2%	-101%	2%	1%	1%	1%	2%	1%	2%

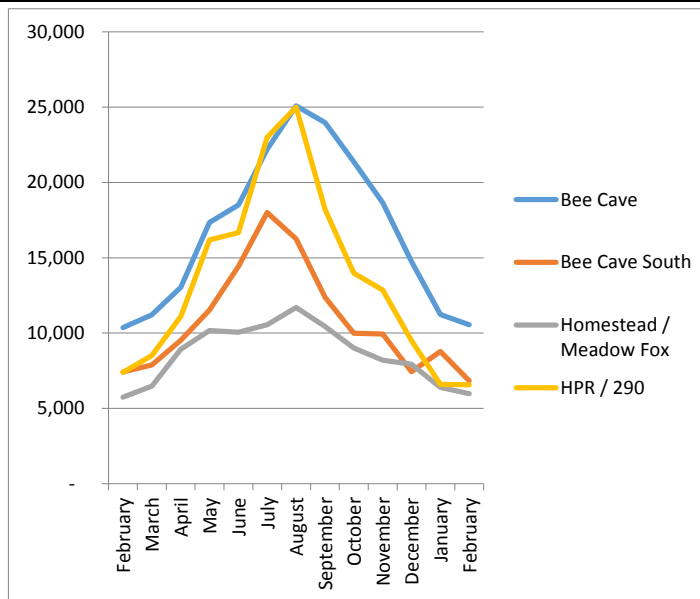




Retail Customer Average Use Analysis
Average Water Usage per Connection, per Month (Gallons)

	February	March	April	May	June	July	August	September	October	November	December	January	February
Bee Cave	10,361	11,212	13,030	17,339	18,514	22,208	25,087	23,975	21,365	18,660	14,755	11,238	10,550
Bee Cave South	7,412	7,889	9,529	11,521	14,433	18,003	16,255	12,375	9,987	9,945	7,431	8,781	6,832
Homestead / Meadow Fox	5,744	6,474	8,936	10,173	10,058	10,558	11,699	10,442	9,006	8,204	7,936	6,395	5,975
HPR / 290	7,393	8,512	11,100	16,190	16,674	23,003	25,000	18,214	13,985	12,856	9,507	6,583	6,565
System Wide Average	8,543	9,384	11,425	15,343	16,699	21,172	22,568	18,873	15,799	14,326	11,034	8,968	8,202

12-Month Average	14,460	14,424	14,385	14,351	14,317	14,281	14,246	14,211	14,180	14,147	14,107	14,064	14,020
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**Retail Customer Average Use Analysis
Summary of Customer Contacts/Payment Processing**

Customer Contacts	February	March	April	May	June	July	August	September	October	November	December	January	February
Date of	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	10/1-10/31	11/1-11/30	12/1-12/31	1/1-1/31	2/1-2/28	3/1-3/31
Calls	666	680	678	804	692	692	701	620	601	580	827	741	535
Emails	174	162	178	109	63	121	169	91	94	68	141	97	112
In Office	295	273	254	248	245	258	233	244	205	199	217	167	230
TOTALS	1,135	1,115	1,110	1,161	1,000	1,071	1,103	955	900	847	1,185	1,005	877

Payments	February	March	April	May	June	July	August	September	October	November	December	January	February
Date of Payments	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	10/1-10/31	11/1-11/30	12/1-12/31	1/1-1/31	2/1-2/28	3/1-3/31
Mail	3,921	2,101	1,617	1,402	1,736	1,601	1,743	1,747	1,454	1,577	1,347	1,001	2,068
Walk In/Dropbox Payments	346	322	332	314	352	322	200	358	305	244	316	230	350
Online Payments Credit Cards	400	455	461	391	457	364	346	419	353	367	456	379	378
Online Payments Echeck	424	438	423	397	438	409	356	512	306	431	454	394	389
Unreceivables	-	1,806	1,830	1,513	1,977	2,097	1,831	2,062	1,796	1,807	2,028	1,653	2,080
TOTALS	5,091	5,122	4,663	4,017	4,960	4,793	4,476	5,098	4,214	4,426	4,601	3,657	5,265



Retail Customer Delinquency Summary

ACCOUNTS	31-60	61-90	91+
Bee Cave	99	43	105
Bee Cave South	29	12	24
Homestead / Meadow Fox	14	1	3
290 HPR	180	18	36
TOTAL	322	74	168

DOLLARS	31-60	61-90	91+
Bee Cave	143,263	30,187	108,860
Bee Cave South	3,095	40,461	7,125
Homestead / Meadow Fox	1,110	82	15,102
HPR / 290	15,922	2,842	129,060
TOTAL	163,390	73,573	260,147

Delinquent Letters	Date Sent	Total Del
Bee Cave	-	-
Bee Cave South	19-Mar	85
Homestead / Meadow Fox	12-Mar	2
290 HPR	12-Mar	114
TOTAL		201

Disconnects	Date	How Many
Bee Cave	-	-
Bee Cave South	-	-
Homestead / Meadow Fox	-	-
HPR / 290	-	-

Still Off
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VI. OLD BUSINESS

ITEM C



**West Travis County Public Utility Agency
Memorandum**

TO: Board of Directors

FROM: Robert W. Pugh, General Manager

CC: Jennifer Smith, Controller

SUBJECT: WTCPUA Office Lease Recommendation

DATE: April 19, 2018

Dear Directors:

Per Board direction at our March 15, 2018 meeting, we have analyzed the two finalists for new office lease proposals: Galleria Oaks, 13215 Galleria Parkway, Building B, and Gateway to Falconhead, Building A. Below is a summary of our evaluation criteria needed for a new office configuration:

Criteria	Galleria Oaks, Building B	Advantage	Gateway to Falconhead, Building A	Advantage	Comments
Approximately 5000 square feet, which meets existing needs, facilitates efficient space utilization and provides room for future growth.	4698 SF.	X	4700 SF. 5000 SF, less bathroom area of approximately 20' x 15'.	X	

Competitive annual lease rates, including base lease and operations and maintenance cost.	\$27 base plus \$10 NNN, \$173,826. 3.5% annual rate increases.	X	\$28 base plus \$8 NNN, \$188,000. 3% annual rate increases.		Electric utilities not included with Gateway to Falconhead Building A. \$8,000 annual cost. Bathroom area included in 5000 square foot calculation.
Competitive finishing cost allowance.	\$40/SF, \$187,920. Estimated finishing cost \$298,323. \$110,403 out of pocket.	X	\$30/SF, \$150,000. Estimated finishing cost \$265,909, \$115,909 out of pocket.		
Lease term flexibility to achieve two (2) and three (3) above.	5-year lease	X	7-year lease		

Location for customer and employee access.	Closer to treatment plants and customers who pay bills in person. Access from Bee Cave Parkway <u>and</u> RM620.	X	Good access from Falconhead Boulevard and RM620. Concerns about traffic especially during rush hour. Farther from plants and customers who pay in person.		
Sufficient parking for customers and employees.	19 unreserved garage parking spaces at no additional charge.	X	25 unreserved surface parking.		Garage parking preferred for employees and customers.
First floor location for customer convenience.	First floor location.	X	First floor location.	X	

Based on the above analysis, we followed up and met with Kevin Granger of Peloton Commercial Real Estate, broker for Hill Country Texas Galleria, LLC and made additional requests per our attached letter. The owner has agreed to essentially all the requests, including:

1. Reducing starting annual lease to \$26.00 SF from \$27 SF with annual rate increases limited to 3%.
2. Increasing the finishing allowance to \$45 SF from \$40 SF.
3. Ensuring that NNN (OM) expenses reflect actual cost only, and that there is no Landlord mark-up included.
4. Provision for reimbursement of NNN audit expenses if audit reveals overcharge by more than 5%.
5. Provide a customer bill payment box in the parking garage.

6. Provide 5 additional first floor visitor parking garage spaces.
7. Allowing occupancy 10 days before commencement of lease date at no cost to ensure smooth move in.

Accordingly, staff and I recommend that Board approval be given for the General Manager to execute the attached, revised lease proposal from Hill Country Texas Galleria, LLC dated April 2, 2018, and to execute a formal lease agreement between WTCPUA and Hill Country Texas Galleria LLC, based on the proposal.

Due to the improved financial condition of the PUA through legal expense, operations and 2013 Bond Re-financing cost reductions, as well as expected additional revenue from the revised investment policy, we feel there is financial flexibility for the PUA to transition to a new, combined office as recommended above.

Thank you for your consideration.



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

March 28, 2018

Mr. Kevin Granger, Partner
Peloton Commercial Real Estate, LP, AMO
8310-1 N. Capital of Texas Highway, Suite 225
Austin, Texas 78731

Re: Office Lease Proposal Dated February 9, 2018
Galleria Oaks

Dear Kevin:

Thank you very much for your February 9, 2018 lease proposal. Per our discussion Monday we have the following comments:

1. We concur with an October 1, 2018 hard lease commencement date. We would be willing to discuss a September 1, 2018 hard lease commencement date if project schedules would allow and mutually agreeable.
2. We propose the right to occupy the premises ten (10) business days prior to the Lease Commencement Date at no cost, to insure an orderly move-in and to allow for installation of furniture, equipment, wiring and cabling.
3. We propose the following Base Rental rates, which reflect a 3% nominal increase per year:

Month 1	\$0.00	RSF/Year.
Months 2-12:	\$26.00	RSF/Year.
Months 13-24:	\$26.80	RSF/Year.
Months 25-36:	\$27.60	RSF/Year.
Months 37-48:	\$28.40	RSF/Year.
Months 49-61:	\$29.30	RSF/Year.
4. To confirm, operating expenses would be actual cost only, with no Landlord mark-up. We request that if audited expenses would be less than actual then we would receive reimbursement of auditing costs up to \$10,000, in addition to reimbursement for excess operating expenses paid.
5. We appreciate very much the \$40.00 per square foot office finish out allowance. We request an increase to \$45.00 per square foot.
6. In addition to the signage in the proposal, we request a sign on the Galleria Oaks monument in front of

Mr. Kevin Granger
Page 2
March 28, 2018

the building, plus the ability to place a permanent or movable customer bill payment box at a mutually agreeable location.

7. We request to lease the 4698 square foot first floor office in Building B with entrance just inside the courtyard doorway vs. the proposal to lease the same size office in Building A.

8. We request five (5) first floor reserved garage customer parking spaces as part of our 19 total allocation.

9. The contractor's proposed finishing cost of \$284,086, or \$60.59 per square foot, with adders and deducts noted, is an estimate only. You advised that the actual estimated finishing cost is \$63.50 per foot to include architectural and permitting costs. A guaranteed not to exceed finishing cost would be prepared upon development of final construction plans based on PUA final approval of materials and office layout details. Electrical does not include fiber optic cable and terminal connections for computers and telephones, but only conduit, boxes and pull string for data drops. The number of box locations would be determined by the PUA as part of final construction plan approval.

10. A formal lease agreement would be signed that memorializes all terms and conditions of the lease including an indemnification agreement to protect Landlord from loss of finishing expenses in the event of default by the Tenant.

As discussed, we would like to have a final, mutually agreeable proposal and/or lease agreement to present at the April 19, 2018 Board meeting to facilitate execution of a formal lease agreement for office occupancy by no later than October 1, 2018.

Thank you again for a very fine proposal, and for your consideration. Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Robert R. Pugh".

Robert R. Pugh, P.E.
General Manager

Cc: Jennifer Smith, Controller
Don Walden



~~April~~February 9~~2~~, 2018

Mr. Robert Pugh
West Travis County Public Utility Agency

Sent Via: email

RE: Proposal to lease office space at Galleria Oaks Building ~~BA~~

Dear Robert:

Please accept this proposal from the Hill Country Texas Galleria, LLC. We believe that this new office development is one of the highest quality Class A developments in Southwest Austin. We are hopeful that you will recognize and appreciate the quality and amenities this new development offers. I look forward to working with you and your client to open their newest branch office in Bee Cave, Texas. On behalf of Hill Country Texas Galleria, LLC ("Landlord"), I am pleased to submit the following Lease Proposal to West Travis County Public Utility Agency ("Tenant"). The principal points of the proposal are as follows:

Landlord: Hill Country Texas Galleria, LLC,

Initial Premises: Approximately 4,698 Rentable Square Feet on the first floor of Building ~~BA~~.

Lease Term: Sixty One (61) Months

Commencement: A hard commencement date of October 1, 2018.

Early Occupancy: Tenant shall have the right to occupy the Premises ~~fiveten~~ (510) days prior to the Lease Commencement Date at no cost, to insure an orderly move-in and to allow for installation of furniture, equipment, wiring and cabling.

NNN Base Rental Rate:

Month 1:	\$00.00 RSF/Year
Months 2 – 12:	\$26.00 27.00 RSF/Year
Months 13 - 24:	\$26.80 28.00 RSF/Year
Months 25 –36:	\$27.60 29.00 RSF/Year
Months 37 – 48:	\$28.40 30.00 RSF/Year
Months 49 – 61:	\$29.30 31.00 RSF/Year

Operating Expense: The estimated 2018 operating expenses are estimated to be \$10.00. Tenant shall pay the actual operating expenses upon the Commencement Date, with no Landlord mark-up.

Tenant may, at Tenant's expense, hire an independent certified public
Peloton Commercial Real Estate | 8310 N. Capital of Texas Hwy | Suite 225 | Austin, Texas 78731

accountant to audit Landlord's records relating to the operation of the Building no contingent fee arrangements will be allowed. Unless Landlord reasonably disputes such audit, Landlord agrees to reimburse Tenant for any excess operating expenses paid by Tenant as shown by such audit. If the Audit finds that the operating expenses were being over charged by more than 5% then Landlord shall pay for the reasonable audit expense. Any audit performed on behalf of Tenant must be commenced within sixty (60) days after the date Tenant receives Landlord's statement of Basic Cost for the year to be audited, and no periods prior to the year covered by such statement shall be subject to audit.

**Leasehold
Improvements:**

Subject to the conditions hereinafter set forth, Landlord will provide Tenant with a finish out allowance, for a 61 month term, up to ~~\$45.00~~^{40.00} per square foot of Net Rentable Area for improvements required for the suite, the "Tenant Improvement Allowance". This Tenant Improvement Allowance, which shall be available to Tenant as of the full execution of the Lease, is meant to be comprehensive including but not limited to architectural and engineering fees, actual construction material, cabling and labor. Tenant shall have six (6) months after Commencement Date to use all of the Tenant Improvement Allowance. After such 6 month period any unused Tenant Improvement Allowance will be forfeited.

Landlord shall not charge a construction management fee to manage the Tenant construction.

Architectural Services: Landlord agrees to pay for and has provided a preliminary space plan for Tenant's review and uses, not to exceed \$0.10 per rentable square foot.

Sublease: Tenant will have the right to sublease its Premises to a third party subject to Landlord's approval of such subtenant. Specific language shall be addressed in a lease document. Landlord will have the right to recapture fifty percent (50%) of any net profit on a sublease, or in the event that Tenant seeks to sublease greater than fifty percent of the Premises, to terminate the primary lease.

Security Deposit: Tenant shall deposit a minimum security deposit equal to the last months Base Rent and Operating Expenses but landlord reserves the right to change the amount of the security deposit upon receipt and review of Tenant's financial statements.

Signage: Tenant shall be furnished a suite plaque and a listing in the building's lobby directory with Tenant's name and suite number. Tenant shall have the right to install signage on the Tenant's reception area wall visible from the main lobby of the Building.

Holding Over: 150% of Base Rent.

Telecom: The building will have both AT&T and Time Warner -available for telephone and internet services. The level of service these providers offer will depend on the service provider and the needs of the tenant base.

Security: Tenant shall have use of the Building card-key access which will be installed on the main exterior Building doors. Tenant may install tenant specific security

equipment within their Premises.

Hours of Operation: Tenant shall have 24/7 access to the Premises. Building standard HVAC hours are 7:00 am to 7:00 pm Monday through Friday and 8:00 am to 1:00 pm on Saturdays. After hours HVAC will be charged to Tenant at the actual cost of the supplement HVAC. Tenant shall have the ability to install a separately metered HVAC unit for Tenant's server room at Tenant's expense.

Payment Drop Box: Landlord is willing to allow Tenant to install a payment drop off box in the parking garage, in a location that is mutually agreeable to tenant and Landlord. The cost of the drop box and to install, maintain and remove this drop off box will be the sole cost of Tenant.

Parking: Tenant shall be provided unreserved covered parking spaces, at a ratio of 4.0 per 1,000 RSF at no charge. The Landlord shall add an additional five (5) visitor parking spaces on the first level of the garage that will be available for visitors of all tenants in the project.

Management: The Building will be professionally managed by RMR.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

Terms presented in this proposal are specifically contingent upon Landlord and Tenant's Board of Director's review and approval. We request your response to the foregoing no later than June 30, 2017. In the event that we have not received a response by this date, this proposal will be deemed null and void. The space will remain available for lease to others until a lease is executed.

Peloton Commercial Real Estate



Kevin Granger
Partner

VII. NEW BUSINESS

ITEM A

LCRA's Service Area. The parties agree that domestic uses of water shall have priority in times of Emergency or shortage over uses of water for construction or commercial uses and that construction or commercial uses shall have priority over irrigation uses from the LCRA System. Further, both parties agree that use of water for irrigation of lawns shall have the lowest priority in times of Emergency or shortage. Notwithstanding anything herein to the contrary, if it is ever determined by any governmental or regulatory authority that provision of Water Services by LCRA under this Agreement or curtailment or limitation of water or Water Services by LCRA to any of its customers is in violation of applicable law, regulation, or order, then LCRA, after reasonable notice to Purchaser and opportunity for consultation, may take such action as will best effectuate this Agreement and comply with applicable law.

Section 7.02. Water Conservation and Drought Contingency Plans. Purchaser, by signing below, certifies that it has adopted or will adopt: (i) a water conservation plan in compliance with LCRA's Water Conservation Plan Rules for Water Sale Contracts, as may be amended by the LCRA Board of Directors; and, (ii) a drought contingency plan in compliance with TCEQ rules (see 30 Tex. Admin. Code chapter 288), as may be amended (collectively, such water conservation plan and drought contingency plan shall be referred to in this Agreement as the "Conservation Plan."). Purchaser agrees that the provisions of its Conservation Plan shall be as stringent, or more stringent, than the provisions, respectively, of LCRA's Water Conservation Plan Rules for Water Sale Contracts and LCRA's drought contingency plan for LCRA's System. Purchaser agrees that it shall include in its Conservation Plan and enforce appropriate provisions for responding to reductions in the water supply. Purchaser acknowledges and agrees that the covenants and agreements contained in this section are material obligations under this Agreement.

ARTICLE VIII. WATER QUALITY ISSUES

Section 8.01. Non-Point Source Pollution. Purchaser agrees to conduct its operations in accordance with the LCRA's Highland Lakes Watershed Ordinance ("NPS Ordinance"), if applicable. Purchaser further agrees to make available to its customers, within a reasonable amount of time of request by LCRA, informational materials that may be provided by LCRA (at LCRA's sole expense) regarding nonpoint-source pollution control through the following means: (a) at any customer service offices operated by Purchaser; and, (b) through enclosures in bills mailed to Purchaser customers, provided that the enclosures are not so large that they increase the mailing costs for the bills to Purchaser.

Section 8.02. Water Quality Measures. Purchaser acknowledges that LCRA provides water services in the Hamilton Pool Road area of the Barton Springs-Edwards Aquifer region pursuant to a LCRA Board resolution that calls for proposed developments to comply with either: (i) the U.S. Fish and Wildlife Service water quality measures recommended for the same area in September 2000 ("FWS Measures"); or, (ii) more stringent water quality measures adopted by local jurisdictions with appropriate authority as part of a regional plan ("Regional Plan"). Purchaser and LCRA further acknowledge and agree that the amount of Water Services to be provided under this Agreement are intended to serve Purchaser's Service Area, and the number of lots located in Purchaser's Service Area, based on the plats and legal lots for properties in Purchaser's Service Area as of the Effective Date of this Agreement. Purchaser agrees not to serve any portions of Purchaser's Service Area that are platted by appropriate local jurisdictions

following the Effective Date of this Agreement unless the proposed developments comply with either: (i) the FWS Measures or (ii) the applicable Regional Plan.

ARTICLE IX. TERM; DEFAULT; TERMINATION; REMEDIES

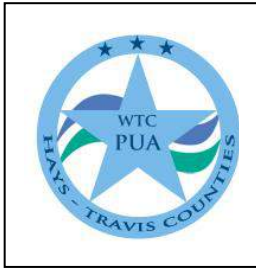
Section 9.01. Term. The term of this Agreement is forty (40) years from the Effective Date. After the expiration of the term, the parties shall negotiate in good faith to consider renewing this Agreement.

Section 9.02. Default and Termination.

- a. In the event Purchaser shall default in the payment of any amounts due LCRA under this Agreement, or in the performance of any material obligation to be performed by Purchaser under this Agreement, then LCRA, after having given Purchaser thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to temporarily limit Water Services to Purchaser under this Agreement, pending cure of such default by Purchaser. If, following notice and opportunity to cure, such default remains uncured for a period of: (i) an additional thirty (30) days in the event of a monetary default; or, (ii) one hundred eighty (180) days in the event of a non-monetary default, then LCRA shall have the right to terminate or permanently restrict Water Services to Purchaser under this Agreement.
- b. In the event LCRA shall default in the performance of any material obligation to be performed by LCRA under this Agreement, then Purchaser, after having given LCRA thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by LCRA. In the event such default remains uncured for a period of one hundred eighty (180) days, then Purchaser shall have the right to notify LCRA that Purchaser intends to take a more limited amount of Water Services from LCRA (which shall be at least the amount LCRA is then able to provide to Purchaser) and Purchaser may then obtain other water or Water Services from another provider or may take appropriate action to supply itself with additional water or Water Services.
- c. LCRA shall have the right to terminate this Agreement following thirty (30) days advance written notice and opportunity to cure in the event that Purchaser fails to complete the Initial Improvements in a manner approved by the LCRA within two (2) years from the Effective Date of this Agreement.

Section 9.03. Additional Remedies Upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party hereto and shall be cumulative of the remedies provided herein. Recognizing however, that LCRA's undertaking to provide and maintain the services of the LCRA System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, LCRA agrees, in the event of any default on its part, that Purchaser shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) that also may be available. Recognizing that failure in the performance of Purchaser's obligations hereunder could not be

ITEM G



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

April 11, 2018

Christopher F. Milam
International Development Management
13200 Bee Cave Parkway
Austin, Texas 78738
cmilam@idmco.us

NOTICE OF DEFAULT

**RE: Notice of Default: AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER AND WASTEWATER SERVICE
(The Backyard Project) (the "Agreement")**

Dear Mr. Milam:

This letter represents a notice pursuant to Section 5.2 of the Agreement that you are in default of the Agreement for failure to make a required payment of reservation fees to the West Travis County Public Utility Agency ("WTCPUA"). Per the Agreement, reservation fees for the reservation period December 16, 2017 through December 15, 2018 (the "2018 Reservation Period") were due not later than December 16, 2017. Your reservation fees for the 2018 Reservation Period are past due at this time.

Our records currently indicate that payment of the reservation fees for this Reservation Period in the amount of \$183,488.94 is immediately due to the WTCPUA. Pursuant to Section 5.2 the Agreement, you have the opportunity to cure this default. To cure this default, please remit payment for the delinquent reservation fees for the 2018 Reservation Period in the amount of \$183,488.94 within thirty (30) days from the date of this letter.

The WTCPUA Tariff requires that delinquent balances be paid in full. No partial payments will be accepted. If we have not received payment by 5:00 p.m. on May 11, 2018, all of the Living Unit Equivalents for which reservation fees have not been paid will no longer be considered in "reserved status" and such nonpayment will be considered a breach of contract. Thus, service will not be guaranteed and this Agreement will be terminated upon written notice in accordance with the Agreement.

Page 2 of 2
Letter to C. Milam
April 11, 2018

Payment may be sent or delivered to:

Jennifer Smith, Controller
West Travis County Public Utility Agency
Building 3, Suite 120
12117 Bee Cave Road
Austin, Texas 78738

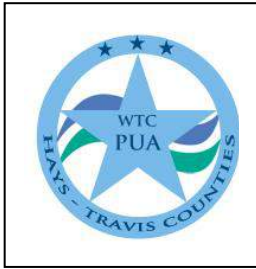
If you have any questions concerning this letter, please do not hesitate to contact me.

Sincerely,



Robert W. Pugh
General Manager

cc: Steve Metcalfe, Attorney
Jennifer Smith, WTCPUA Controller
Stefanie Albright, WTCPUA Attorney



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

April 11, 2018

Christopher F. Milam
International Development Management
13200 Bee Cave Parkway
Austin, Texas 78738
cmilam@idmco.us

**NOTICE OF
DEFAULT**

**RE: Notice of Default: AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER AND WASTEWATER SERVICE
(The Terrace Project) (the “Agreement”)**

Dear Mr. Milam:

This letter represents a notice pursuant to Section 5.2 of the Agreement that you are in default of the Agreement for failure to make a required payment of reservation fees to the West Travis County Public Utility Agency (“WTCPUA”). Per the Agreement, reservation fees for the reservation period December 16, 2017 through December 15, 2018 (the “2018 Reservation Period”) were due not later than December 16, 2017. Your reservation fees for the 2018 Reservation Period are past due at this time.

Our records currently indicate that payment of the reservation fees for this Reservation Period in the amount of \$176,397.58 is immediately due to the WTCPUA. Pursuant to Section 5.2 the Agreement, you have the opportunity to cure this default. To cure this default, please remit payment for the delinquent reservation fees for the 2018 Reservation Period in the amount of \$176,397.58 within thirty (30) days from the date of this letter.

The WTCPUA Tariff requires that delinquent balances be paid in full. No partial payments will be accepted. If we have not received payment by 5:00 p.m. on May 11, 2018, all of the Living Unit Equivalents for which reservation fees have not been paid will no longer be considered in “reserved status” and such nonpayment will be considered a breach of contract. Thus, service will not be guaranteed and this Agreement will be terminated upon written notice in accordance with the Agreement.

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Letter to C. Milam
April 11, 2018

Payment may be sent or delivered to:

Jennifer Smith, Controller
West Travis County Public Utility Agency
Building 3, Suite 120
12117 Bee Cave Road
Austin, Texas 78738

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

Sincerely,



Robert W. Pugh
General Manager

cc: Steve Metcalfe, The Terrace Partners, LLC Attorney
Jennifer Smith, WTCPUA Controller
Stefanie Albright, WTCPUA Attorney